

OLDAKER, BIDEN & BELAIR, LLP

ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20006
(202) 728-1010
(FAX) (202) 728-4044

RECEIVED
FEC MAIL CENTER
2008 JAN 31 PM 1:15

January 31, 2008

HAND-DELIVERY

Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

Re: Biden for President, Inc. – Year-End Report
Committee ID # C00431916

Dear Sir or Madam:

In conjunction with the 2008 Year-End Report filed electronically by Biden for President, please find enclosed Schedule C-P-1 pertaining to “Loans and Lines of Credit from Lending Institutions,” along with a copy of the Loan Agreement.

Should you have any questions, please do not hesitate to contact me.



Sincerely,


William J. Farah
Counsel

(Enclosure)

28039612893

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) Biden for President, Inc.		FEC IDENTIFICATION NUMBER C00431916	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) Bank of America, N.A. 730 15th Street, NW, 2nd Floor Washington, DC 20005		AMOUNT OF LOAN \$1,600,000	INTEREST RATE (APR) LIBOR +2.5
		DATE INCURRED OR ESTABLISHED Dec. 7, 2007	DATE DUE 09-30-08
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: <u>\$1,132,114</u> ; total outstanding balance: <u>\$1,132,113.02 \$1,132,113.90</u>			
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C-P.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>Blanket lien on all committee assets and matching funds</u> What is the value of this collateral? <u>Estimated at \$100,000, but see below</u> Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, or future receipts of public financing pledged as collateral for the loan? <u>Presidential matching funds</u> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>per 26 USC § 9037</u> What is the estimated value? <u>\$1,588,813</u> A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: <u>12/07/07</u> Location of account: <u>Bank of America, Washington, DC</u> Date debtor authorized the Secretary of the U.S. Treasury to make direct deposits of public financing payments to the depository account: <u>12/07/07</u>			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and demonstrate that it assures repayment.			
G. COMMITTEE TREASURER Melvin I. Monzack TYPED NAME		SIGNATURE 	DATE 01/30/08
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE Helen M. Allen TYPED NAME		SIGNATURE 	TITLE Senior Vice President
			DATE 01/30/08

LOAN AGREEMENT

This Agreement dated as of December 7, 2007, is between Bank of America, N.A. (the "Bank") and Biden for President, Inc. (the "Borrower").

DEFINITIONS

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

"Borrowing Base" means the sum, at the date of the applicable Borrowing Base Certificate delivered to the Bank by the Borrower, of:

- (a) 50% of Borrower's Certifiable Matching Funds; and
- (b) 90% of Borrower's Certified Matching Funds.

"Borrowing Base Certificate" means a report in the format shown as Exhibit A, calculated by the Borrower and setting forth the Borrowing Base on which the requested extension of credit is to be based.

"Certifiable Matching Funds" means those amounts which Borrower has included in a request to the Federal Election Commission ("FEC") for matching payments from the Presidential Primary Matching Payment Account ("PPMPA"), but which have not been certified by the FEC for payment or rejected for certification.

"Certified Matching Funds" means those amounts which Borrower has included in a request for matching funds to the FEC and which have been certified by the FEC for payment from the PPMPA but have not been paid to the Borrower.

"Credit Limit" means the amount of ONE MILLION SIX HUNDRED THOUSAND Dollars (\$1,600,000).

"Deficiency Certificates" means those certificates or other documents or credits issued to or on behalf of presidential candidates by the FEC or Treasury Department as a result of a shortfall in the PPMPA and representing the difference between the amount certified by the FEC as eligible for payment to or on behalf of a presidential candidate and the pro-rata distribution actually made to the candidate or candidate's authorized committee.

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

1. FACILITY NO. 1: LINE OF CREDIT AMOUNT AND TERMS

1.1 Line of Credit Amount.

- (a) During the availability period described below, the Bank will provide a line of credit to the Borrower. The amount of the line of credit (the "Facility No. 1 Commitment") is equal to the lesser of (i) the Credit Limit or (ii) the Borrowing Base.

- (b) This is a revolving line of credit. During the availability period, and subject to the provisions of this Agreement, the Borrower may repay principal amounts and re-borrow them.
- (c) The Borrower agrees not to permit the principal balance outstanding at any time to exceed the Facility No. 1 Commitment. If the Borrower exceeds this limit, the Borrower will immediately pay the excess to the Bank upon the Bank's demand.

- 1.2 Availability Period. The line of credit is available between the date of this Agreement and February 1, 2008, or such earlier date as the availability may terminate as provided in this Agreement.

The availability period for this line of credit will be considered renewed if and only if the Bank has sent to the Borrower a written notice of renewal effective as of the Facility No. 1 Expiration Date for the line of credit (the "Renewal Notice"). If this line of credit is renewed, it will continue to be subject to all the terms and conditions set forth in this Agreement except as modified by the Renewal Notice. If this line of credit is renewed, the term "Expiration Date" shall mean the date set forth in the Renewal Notice as the Expiration Date and the same process for renewal will apply to any subsequent renewal of this line of credit. A renewal fee may be charged at the Bank's option. The amount of the renewal fee will be specified in the Renewal Notice.

- 1.3 Reserves Against Borrowing Base. From each advance to the Borrower under this line of credit, the Bank will deduct an amount equal to seven percent (7%) of such advance, or such lesser amount as may be necessary to ensure that the amount on deposit in the Collateral Account immediately following each advance complies with the covenant in Section 7.3, and deposit such amount into the Collateral Account established pursuant to Section 3.2 of this Agreement.

- 1.4 Conditions to Availability of Credit. In addition to the items required to be delivered to the Bank under the paragraph entitled "Financial Information" in the "Covenants" section of this Agreement, the Borrower will provide with each request for an extension of credit a Borrowing Base Certificate in the format shown as Exhibit A, setting forth the Borrowing Base on which the requested extension of credit is to be based.

- 1.5 Repayment Terms.

- (a) The Borrower will pay interest on December 31, 2007, and then on the last day of each month thereafter until payment in full of any principal outstanding under this facility.
- (b) The Borrower will repay in full any principal, interest or other charges outstanding under this facility no later than September 30, 2008 (the Facility No. 1 Expiration Date).

- 1.6 Interest Rate.

- (a) The interest rate is a rate per year equal to the BBA LIBOR Daily Floating Rate plus 2.5 percentage points.
- (b) The BBA LIBOR Daily Floating Rate is a fluctuating rate of interest equal to the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) as determined for each banking day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in the Bank's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.

2. FEES AND EXPENSES.

2.1 Fees.

- (a) Commitment/Loan Fee. The Borrower has agreed to pay a loan commitment fee in the amount of FIFTEEN THOUSAND Dollars (\$15,000.00), half of which was paid prior to the execution of this Agreement. The remainder (SEVEN THOUSAND FIVE HUNDRED Dollars (\$7,500.00)) is due on or before the earlier of the date on which payment in full of the principal amount outstanding under this facility is made or the Facility 1 Expiration Date.
- (b) Waiver Fee. If the Bank, at its discretion, agrees to waive or amend any terms of this Agreement, the Borrower will, at the Bank's option, pay the Bank a fee for each waiver or amendment in an amount advised by the Bank at the time the Borrower requests the waiver or amendment. Nothing in this paragraph shall imply that the Bank is obligated to agree to any waiver or amendment requested by the Borrower. The Bank may impose additional requirements as a condition to any waiver or amendment.
- (c) Late Fee. To the extent permitted by law, the Borrower agrees to pay a late fee in an amount not to exceed four percent (4%) of any payment that is more than fifteen (15) days late. The imposition and payment of a late fee shall not constitute a waiver of the Bank's rights with respect to the default.

2.2 Expenses. The Borrower agrees to immediately repay the Bank for expenses that include, but are not limited to, filing, recording and search fees, appraisal fees, title report fees, and documentation fees.

2.3 Reimbursement Costs.

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

3. COLLATERAL

3.1 Personal Property. The personal property listed below now owned or owned in the future by the Borrower will secure the Borrower's obligations to the Bank under this Agreement. The collateral is further defined in security agreement(s) executed by the owners of the collateral.

In addition, all personal property collateral owned by the Borrower securing the Agreement shall also secure all other present and future obligations of the Borrower to the Bank (excluding any consumer credit covered by the federal Truth in Lending law, unless the Borrower has otherwise agreed in writing or received written notice thereof). All personal property collateral securing any other present or future obligations of the Borrower to the Bank shall also secure this Agreement.

- (a) The Borrower's rights to and interests in and all proceeds and income from, (i) all matching funds paid or payable to Borrower including all Certified Matching Funds, Deficiency Certificates and Certifiable Matching Funds including all documentation relating thereto; (ii) all of the Borrower's donor mailing lists; (iii) the Collateral Account established pursuant to Section 3.2 and the Designated Account defined in Section 4.3 and (iv) the Assignment dated December 7, 2007 from Joseph R. Biden, Jr. to the Borrower.

- (b) Equipment and fixtures owned by the Borrower.
- (c) Borrower's rights to and interests in monies, items, credits, deposits, deposit accounts, time deposits and instruments in the possession of or custody of the Bank. Borrower agrees to maintain its principal deposit accounts at the Bank during the period of this Agreement or so long as there is any balance outstanding under this Agreement.
- (d) Patents, trademarks and other general intangibles owned by the Borrower.
- (e) All other Borrower's rights to and interests in accounts, contract rights, refunds and refund rights, reimbursements and reimbursement rights, instruments, documents, securities, chattel paper, property (including equipment and fixtures), insurance proceeds, proceeds from fundraising activity or investments, payments from the sale or rental of any assets (including list sale or rental payments), accounts receivables and all other monies or other obligations owed to the Borrower.

3.2 Collateral Account. Borrower shall establish at the Bank a separate deposit account ("Collateral Account") and direct the Treasury Department to pay the Borrower's PPMPA proceeds to the Collateral Account as promptly as feasible. If any proceeds or income are instead sent to the Borrower, then the Borrower agrees to act as the Bank's trustee to collect and immediately deposit such proceeds and income in the Borrower's Collateral Account. Withdrawals from the Collateral Account by the Borrower shall not be permitted, except to repay the Borrower's outstanding obligations to the Bank. If the Borrower fails to make a payment to the Bank required under this Agreement, the Bank may debit the Collateral Account for such amount, including any interest or penalty due on such amount.

4. DISBURSEMENTS, PAYMENTS AND COSTS

4.1 Disbursements and Payments.

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

- (i) If the Billed Amount is less than the Accrued Amount, the Billed Amount for the following Due Date will be increased by the amount of the discrepancy. The Borrower will not be in default by reason of any such discrepancy.
- (ii) If the Billed Amount is more than the Accrued Amount, the Billed Amount for the following Due Date will be decreased by the amount of the discrepancy.

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

4.2 Telephone and Telefax Authorization.

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

4.3 Direct Debit. The Borrower agrees that on the Due Date the Bank will debit the Billed Amount from deposit account number 2261160318 owned by the Borrower, or such other of the Borrower's accounts with the Bank as designated in writing by the Borrower (the "Designated Account").

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

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

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

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

- (a) The Bank may make advances under this Agreement to prevent or cover an overdraft on any account of the Borrower with the Bank. Each such advance will accrue interest from the date of the

advance or the date on which the account is overdrawn, whichever occurs first, at the interest rate described in this Agreement. The Bank may make such advances even if the advances may cause any credit limit under this Agreement to be exceeded.

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

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

5. CONDITIONS

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

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

5.2 Governing Documents. If required by the Bank, a copy of the Borrower's organizational documents.

5.3 Security Agreements. Signed original security agreements covering the personal property collateral which the Bank requires.

5.4 Perfection and Evidence of Priority. Evidence that the security interests and liens in favor of the Bank are valid, enforceable, properly perfected in a manner acceptable to the Bank and prior to all others' rights and interests, except those the Bank consents to in writing. All title documents for motor vehicles which are part of the collateral must show the Bank's interest.

5.5 Collateral Account. Evidence that the Borrower has established at the Bank the Collateral Account and has authorized and directed the Treasury Department to deposit the Borrower's PPMPA proceeds to the Collateral Account as promptly as feasible.

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

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

5.8 Legal Opinion. A written opinion from the Borrower's legal counsel, covering such matters as the Bank may require. The legal counsel and the terms of the opinion must be acceptable to the Bank.

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

5.10 Other Required Documentation.

(a) Certified copies of the Borrower's Articles of Incorporation, by-laws and resolution(s) authorizing the execution, delivery and performance of this Agreement and the other documents relating to the transactions contemplated hereby.

(b) A Certificate of Good Standing from the State of Delaware dated within thirty (30) days prior to the date of this Agreement.

- (c) Documentation satisfactory to the Bank evidencing the Borrower's eligibility to receive matching fund payments from the PPMPA.
- (d) An assignment to the Borrower satisfactory to the Bank executed by Senator Joseph R. Biden, Jr. (the "Senator") of any and all of the Senator's rights to and interests in Certifiable Matching Funds, Deficiency Certificates and Certified Matching Funds, including any proceeds or income from such funds, and the Senator's pledge not to decline PPMPA funds or take any action that would result in his and/or the Borrower's ineligibility to receive Certifiable Matching Funds, Deficiency Certificates or Certified Matching Funds until the Bank is paid all principal, interest and other charges outstanding under this Facility No. 1.
- (e) A copy of the Borrower's most recently filed FEC report of Receipts and Disbursements, including any amendments thereto, a copy of the Borrower's most recent Statement of Organization (as amended), and a copy of the Senator's Statement of Candidacy.
- (f) Copy of Borrower's letter to the Treasury Department directing that any matching fund payments be deposited to the Collateral Account established by Borrower pursuant to this Agreement.
- (g) A Borrowing Base Certificate dated the date of this Agreement.
- (h) Tax, litigation and judgment lien and Uniform Commercial Code Financing Statement searches in date, form and substance satisfactory to the Bank.
- (i) The executed Security Agreement dated the date hereof (the "Security Agreement") granting a security interest from the Borrower to the Bank in all assets of the Borrower, including in particular but not limited to the Borrower's donor mailing lists, all matching funds paid or payable to the Borrower or the Senator by the U.S. Treasury Department and the Collateral Account and Designated Account.
- (j) Evidence that Uniform Commercial Code Financing Statements in form and substance satisfactory to the Bank have been or will have been filed with respect to the liens created hereby and by the Security Agreement.

5.11 Conditions to Each Extension of Credit under Facility No.1. Before each extension of credit under Facility No. 1, including the first:

- (a) A Borrowing Base Certificate.
- (b) FEC documentation evidencing the amount of Certified Matching Funds and Certifiable Matching Funds set forth in the Borrowing Base Certificate (e.g., for Certifiable Matching Funds, the FEC Acknowledgement of Receipt of Request for Presidential Primary Matching Funds).

6. REPRESENTATIONS AND WARRANTIES

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

28039612901

- 6.1 **Formation.** If the Borrower is anything other than a natural person, it is duly formed and existing under the laws of the state or other jurisdiction where organized.
- 6.2 **Authorization.** This Agreement, and any instrument or agreement required hereunder, are within the Borrower's powers, have been duly authorized, and do not conflict with any of its organizational papers.
- 6.3 **Enforceable Agreement.** This Agreement is a legal, valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable.
- 6.4 **Good Standing.** In each state in which the Borrower does business, it is properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.
- 6.5 **No Conflicts.** This Agreement does not conflict with any law, agreement, or obligation by which the Borrower is bound.
- 6.6 **Financial Information.** All financial and other information that has been or will be supplied to the Bank is sufficiently complete to give the Bank accurate knowledge of the Borrower's (or any guarantor's) financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to the Bank, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of the Borrower (or any guarantor).
- 6.7 **Lawsuits.** There is no lawsuit, tax claim or other dispute pending or threatened against the Borrower which, if lost, would impair the Borrower's financial condition or ability to repay the loan, except as have been disclosed in writing to the Bank.
- 6.8 **Collateral.** All collateral required in this Agreement is owned by the grantor of the security interest free of any title defects or any liens or interests of others, except those which have been approved by the Bank in writing.
- 6.9 **Eligibility to Receive Federal Matching Payments.** Borrower is certified by the FEC to receive matching funds from the PMPA and has complied with all requirements relating to public funding of presidential primary elections, including but not limited to the following:
- (a) Limited campaign spending in each state so that it does not exceed the amount specified as a condition to receive payments from the PMPA;
 - (b) Limited campaign spending among all states so that it does not exceed the overall amount specified as a condition to receive payments from the PMPA;
 - (c) Submitted its threshold submission and any matching fund requests to the FEC in compliance with FEC regulations and guidelines set forth in its "Presentation in Good Order."
- 6.10 **Permits, Franchises.** The Borrower possesses all permits, memberships, franchises, contracts and licenses required and all trademark rights, trade name rights, patent rights, copyrights, and fictitious name rights necessary to enable it to conduct the business in which it is now engaged.

- 6.11 Other Obligations. The Borrower is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation, except as have been disclosed in writing to the Bank.
- 6.12 Tax Matters. The Borrower has no knowledge of any pending assessments or adjustments of its income tax for any year and all taxes due have been paid, except as have been disclosed in writing to the Bank.
- 6.13 No Event of Default. There is no event which is, or with notice or lapse of time or both would be, a default under this Agreement.
- 6.14 Insurance. The Borrower has obtained, and maintained in effect, the insurance coverage required in the "Covenants" section of this Agreement.

7 COVENANTS

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

- 7.1 Use of Proceeds. To use the proceeds only for lawful campaign expenses.
- 7.2 Financial Information – Not for Profit Entities. To provide the following financial information and statements in form and content acceptable to the Bank, and such additional information as requested by the Bank from time to time. The Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver financial information and statements to the Bank more frequently than otherwise provided below, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.
- (a) At the close of each month, copies of any reports filed with the FEC, including any amendments to any reports or other statements filed during that month by the Borrower.
 - (b) At the close of each month, copies of all of the Borrower's matching fund requests, including any re-submissions, and all correspondence or other documentation provided by the FEC to the Borrower relating to Borrower's matching fund requests, including certification of the Borrower's requests for matching funds, Deficiency Certificates, and the Borrower's eligibility or ineligibility to receive payments from the PPMPA.
- 7.3 Debt Service Reserve Account. To maintain in the Collateral Account established pursuant to this Agreement an amount equal to no less than seven percent (7%) of Borrower's outstanding principal under this facility.
- 7.4 Bank as Principal Depository. To maintain the Bank as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts.
- 7.5 Other Debts. Not to have outstanding or incur any direct or contingent liabilities or lease obligations (other than those to the Bank), or become liable for the liabilities of others, without the Bank's written consent. This does not prohibit:
- (a) Acquiring goods, supplies, or merchandise on normal trade credit.
 - (b) Endorsing negotiable instruments received in the usual course of business.
 - (c) Obtaining surety bonds in the usual course of business.
 - (d) Liabilities, lines of credit and leases in existence on the date of this Agreement disclosed in writing to the Bank.

- 28039612904
- 7.6 Other Liens. Not to create, assume, or allow any security interest or lien (including judicial liens) on property the Borrower now or later owns, except:
- (a) Liens and security interests in favor of the Bank.
 - (b) Liens for taxes not yet due.
 - (c) Liens outstanding on the date of this Agreement disclosed in writing to the Bank.
- 7.7 Maintenance of Assets. Not to sell, assign, lease, transfer or otherwise dispose of any part of the Borrower's business or the Borrower's assets except in the ordinary course of the Borrower's business.
- 7.8 Investments. Not to have any existing, or make any new, investments in any individual or entity, or make any capital contributions or other transfers of assets to any individual or entity, except for:
- (a) Existing investments disclosed to the Bank in writing.
 - (b) Investments in the Borrower's current subsidiaries.
 - (c) Investments in any of the following:
 - (i) certificates of deposit;
 - (ii) U.S. treasury bills and other obligations of the federal government;
 - (iii) readily marketable securities (including commercial paper, but excluding restricted stock and stock subject to the provisions of Rule 144 of the Securities and Exchange Commission).
- 7.9 Loans. Not to make any loans, advances or other extensions of credit to any individual or entity, except for:
- (a) Existing extensions of credit disclosed to the Bank in writing.
 - (b) Extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the ordinary course of business to non-affiliated entities.
- 7.10 Additional Negative Covenants. Not to, without the Bank's written consent:
- (a) Enter into any consolidation, merger, or other combination, or become a partner in a partnership, a member of a joint venture, or a member of a limited liability company.
 - (b) Acquire or purchase a business or its assets.
 - (c) Engage in any business activities substantially different from the Borrower's present business.
 - (d) Liquidate or dissolve the Borrower's business.
 - (e) Refuse to accept or take any action that prevents the Borrower from receiving PPMPA proceeds.
- 7.11 Notices to Bank. To promptly notify the Bank in writing of:
- (a) Any lawsuit over TEN THOUSAND Dollars (\$10,000.00) against the Borrower.
 - (b) Any substantial dispute between any governmental authority and the Borrower.

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

- 28039612905
- 7.12 General Business Insurance. To maintain insurance satisfactory to the Bank as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of the Borrower's properties, business interruption insurance, public liability insurance including coverage for contractual liability, product liability and workers' compensation, and any other insurance which is usual for the Borrower's business. Each policy shall provide for at least thirty (30) days prior notice to the Bank of any cancellation thereof.
- 7.13 Compliance with Laws. To comply with the laws (including any fictitious or trade name statute), regulations, and orders of any government body with authority over the Borrower's business. The Bank shall have no obligation to make any advance to the Borrower except in compliance with all applicable laws and regulations, and the Borrower shall fully cooperate with the Bank in complying with all such applicable laws and regulations.
- 7.14 ERISA Plans. Promptly during each year, to pay and cause any subsidiaries to pay contributions adequate to meet at least the minimum funding standards under ERISA with respect to each and every Plan; file each annual report required to be filed pursuant to ERISA in connection with each Plan for each year; and notify the Bank within ten (10) days of the occurrence of any Reportable Event that might constitute grounds for termination of any capital Plan by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a trustee to administer any Plan. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. Capitalized terms in this paragraph shall have the meanings defined within ERISA.
- 7.15 Books and Records. To maintain adequate books and records.
- 7.16 Audits. To allow the Bank and its agents to inspect the Borrower's properties and examine, audit, and make copies of books and records at any reasonable time. If any of the Borrower's properties, books or records is in the possession of a third party, the Borrower authorizes that third party to permit the Bank or its agents to have access to perform inspections or audits and to respond to the Bank's requests for information concerning such properties, books and records.
- 7.17 Perfection of Liens. To help the Bank perfect and protect its security interests and liens, and reimburse it for related costs it incurs to protect its security interests and liens.
- 7.18 Cooperation. To take any action reasonably requested by the Bank to carry out the intent of this Agreement.
- 7.19 Compliance with FEC Requirements. To comply with all FEC reporting and disclosure obligations arising from establishing and drawing against the credit facility provided hereby, including but not limited to preparation and submission of FEC Schedule C-P-1, and all other applicable FEC requirements.

8 DEFAULT AND REMEDIES

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

- 28039612906
- 8.1 Failure to Pay. The Borrower fails to make a payment under this Agreement when due.
 - 8.2 Other Bank Agreements. Any default occurs under any other agreement or any credit arrangement the Borrower or any of the Borrower's related entities or affiliates has with the Bank or any affiliate of the Bank.
 - 8.3 Cross-default. Any default occurs under any agreement in connection with any credit the Borrower or any of the Borrower's related entities or affiliates has obtained from anyone else or which the Borrower or any of the Borrower's related entities or affiliates has guaranteed.
 - 8.4 False Information. The Borrower has given the Bank false or misleading information or representations.
 - 8.5 Bankruptcy. The Borrower or any general partner of the Borrower files a bankruptcy petition, a bankruptcy petition is filed against any of the foregoing parties, or the Borrower makes a general assignment for the benefit of creditors.
 - 8.6 Receivers. A receiver or similar official is appointed for a substantial portion of the Borrower's business, or the business is terminated.
 - 8.7 Lien Priority. The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing) on or security interest in any property given as security for this Agreement (or any guaranty).
 - 8.8 Lawsuits. Any lawsuit or lawsuits are filed on behalf of one or more trade creditors against the Borrower in an aggregate amount of TEN THOUSAND Dollars (\$10,000) or more in excess of any insurance coverage.
 - 8.9 Judgments. Any judgments or arbitration awards are entered against the Borrower, or the Borrower enters into any settlement agreements with respect to any litigation or arbitration, in an aggregate amount of TEN THOUSAND Dollars (\$10,000) or more in excess of any insurance coverage.
 - 8.10 Material Adverse Change. A material adverse change occurs, or is reasonably likely to occur, in the Borrower's business condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit; or the Bank determines that it is insecure for any other reason.
 - 8.11 Government Action. Any government authority takes action that the Bank believes materially adversely affects the Borrower's financial condition or ability to repay.
 - 8.12 Default under Related Documents. Any default occurs under any guaranty, subordination agreement, security agreement, deed of trust, mortgage, or other document required by or delivered in connection with this Agreement or any such document is no longer in effect, or any guarantor purports to revoke or disavow the guaranty.

- 28039612907
- 8.13 Reserves Against Borrowing Base. If any of the credit covered by this Agreement is subject to an agreement to maintain reserves against a borrowing base, the terms of such agreement are breached and the Borrower fails to cure such breach by the expiration of any applicable cure period.
- 8.14 ERISA Plans. Any one or more of the following events occurs with respect to a Plan of the Borrower subject to Title IV of ERISA, provided such event or events could reasonably be expected, in the judgment of the Bank, to subject the Borrower to any tax, penalty or liability (or any combination of the foregoing) which, in the aggregate, could have a material adverse effect on the financial condition of the Borrower:
- (a) A reportable event shall occur under Section 4043(c) of ERISA with respect to a Plan.
 - (b) Any Plan termination (or commencement of proceedings to terminate a Plan) or the full or partial withdrawal from a Plan by the Borrower or any ERISA Affiliate.
- 8.15 Other Breach Under Agreement. A default occurs under any other term or condition of this Agreement not specifically referred to in this Article. This includes any failure or anticipated failure by the Borrower (or any other party named in the Covenants section) to comply with any financial covenants set forth in this Agreement, whether such failure is evidenced by financial statements delivered to the Bank or is otherwise known to the Borrower or the Bank.

9. ENFORCING THIS AGREEMENT; MISCELLANEOUS

9.1 GAAP.

Except as otherwise stated in this Agreement, all financial information provided to the Bank and all financial covenants will be made in accordance with accounting principles applied consistently with those applied in the preparation of the Borrower's financial statements dated October 15, 2007 for the quarterly period ended September 30.

9.2 Governing Law.

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

9.3 Successors and Assigns.

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

9.4 Dispute Resolution Provision.

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

- (a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement (collectively a

"Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this agreement.

- (b) At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.
- (c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the Bank may designate another arbitration organization with similar procedures to serve as the provider of arbitration.
- (d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.
- (e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (h) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.
- (f) This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.
- (g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.
- (h) Any arbitration or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right

to appeal the limitation or invalidation of the Class Action Waiver. The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.

- (i) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

9.5 Severability; Waivers.

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

9.6 Attorneys' Fees.

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

9.7 Individual Liability.

If the Borrower is a natural person, the Bank may proceed against the Borrower's business and non-business property in enforcing this and other agreements relating to this loan. If the Borrower is a partnership, the Bank may proceed against the business and non-business property of each general partner of the Borrower in enforcing this and other agreements relating to this loan.

9.8 One Agreement.

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

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

In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail. Any reference in any related document to a "promissory note"

or a "note" executed by the Borrower and dated as of the date of this Agreement shall be deemed to refer to this Agreement, as now in effect or as hereafter amended, renewed, or restated.

9.9 Indemnification.

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

9.10 Notices.

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

9.11 Headings.

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

9.12 Counterparts.

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

9.13 Borrower Information; Reporting to Credit Bureaus.

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

9.14 Document Receipt Cut-Off Date.

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

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

BANK OF AMERICA, N.A.

By _____
Typed Name: Helen Allen
Title: Senior Vice President

Address where notices to
the Bank are to be sent:

730 15th Street, NW, 2nd Floor
Washington, D.C. 20005
Facsimile: (202) 442-3988

BIDEN FOR PRESIDENT, INC., a Delaware Corporation

By Suzanne R. Roberts (Seal)
Typed Name: Suzanne R. Roberts
Title: Director of Compliance & Confidentiality

Address where notices to
the Borrower are to be sent:

P.O. Box 438
Wilmington, Delaware 19899
Telephone: (302) 428-0106
Facsimile: (302) 496-5642

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

[SIGNATURE PAGE TO LOAN AGREEMENT]

28039612911

BANK OF AMERICA, N.A.

By Helen Mall
Typed Name: Helen Allen
Title: Senior Vice President

BIDEN FOR PRESIDENT, INC., a Delaware Corporation

By Suzanne P. Reinert (Seal)
Typed Name: Suzanne P. Reinert
Title: Director of Compliance & Compliance

Address where notices to
the Bank are to be sent:

730 15th Street, NW, 2nd Floor
Washington, D.C. 20005
Facsimile: (202) 442-3988

Address where notices to
the Borrower are to be sent:

P.O. Box 438
Wilmington, Delaware 19899
Telephone: (302) 428-0108
Facsimile: (302) 496-5642

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

[SIGNATURE PAGE TO LOAN AGREEMENT]

28039612912

EXHIBIT A

BIDEN FOR PRESIDENT, INC.

ADVANCE REQUEST AND BORROWING BASE CERTIFICATE

Date

TO: Bank of America, N.A. (the "Bank")
730 15th St NW, 2nd Floor
Washington, DC 20005

1.) Total FEC Matching Funds Certified and Unpaid:	\$
2.) Amount at 90% Advance rate	\$
3.) Total FEC Matching Funds Submitted, but Not Certified or Rejected for Certification	\$
4.) Amount at 50% Advance rate	\$
5.) Total Available Credit (#2 & #4) up to a maximum of \$1,600,000	\$
6.) Less Outstanding Balance Under Line of Credit	\$
7.) Less New Advance Requested Hereby	\$
8.) New Total Available	\$

Attached to this Certificate is the following documentation: (1) most recent FEC Report (Summary of Receipts and Disbursements); and (2) FEC documentation to support request (e.g., FEC receipt of matching fund request, notice of FEC certification of funds).

The undersigned represents and warrants that:

- (A) The information provided above and in the accompanying supporting FEC documentation is true, complete and correct, and complies fully with the conditions, terms and covenants of the Loan Agreement dated December 7, 2007 (the "Loan Agreement") between Bank of America, N.A. and the undersigned.
- (B) Since the date of the last certification furnished to the Bank:
- (a) There has been no material adverse change in the financial condition, operations or projects of the undersigned; and
 - (b) There is no event which is, or with notice or lapse of time or both would be, a default under the Loan Agreement.

The undersigned hereby requests that the Bank deposit the Advance as follows:

1. \$_____ Into the Collateral Account (number _____ established pursuant to Section 3.2 of the Loan Agreement (representing an amount, if any, sufficient to increase the amount on deposit in the Collateral Account immediately following to advance to not less than 7% of the outstanding principal balance under the line of credit).
2. \$_____ into the Borrower's account number _____ with the bank (pursuant to Section 4.2(b) of the Loan Agreement)

BIDEN FOR PRESIDENT, INC., a Delaware corporation

By: _____
(Signature)

Date: _____

(Title)

28039612913

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

☒ Hand Delivered Date of Receipt
1/31/08

☐ USPS First Class Mail Postmarked

☐ USPS Registered/Certified Postmarked (R/C)

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

☐ USPS Express Mail Postmarked

☐ Postmark Illegible

☐ No Postmark

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

☐ Received from House Records & Registration Office Date of Receipt

☐ Received from Senate Public Records Office Date of Receipt

☐ Received from Electronic Filing Office Date of Receipt

☐ Other (Specify): Date of Receipt or Postmarked

Jm (d)
PREPARER
(3/2005)

1/31/08
DATE PREPARED

28039612914