

**FEC
FORM 3X**

**REPORT OF RECEIPTS
AND DISBURSEMENTS**
For Other Than An Authorized Committee

SECRETARY OF THE SENATE
11 JUN 16 PM 2:53

Office Use Only

1. NAME OF COMMITTEE (in full) **USE FEC MAILING LABEL OR TYPE OR PRINT** Example: If typing, type over the lines
 NATIONAL REPUBLICAN SENATORIAL COMMITTEE

ADDRESS (number and street) 425 2ND STREET NE
 WASHINGTON DC 20002

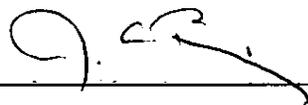
Check if different than previously reported. (ACC)

2. FEC IDENTIFICATION NUMBER **C00027466**
 3. IS THIS REPORT NEW (N) OR AMENDED (A)

4. TYPE OF REPORT (Choose One)
 (a) Quarterly Reports:
 April 15 Quarterly Report(Q1)
 July 15 Quarterly Report(Q2)
 October 15 Quarterly Report(Q3)
 January 31 Quarterly Report(YE)
 July 31 Mid-Year Report(Non-election Year Only) (MY)
 Termination Report (TER)

(b) Monthly Report Due On:
 Feb 20 (M2) May 20 (M5) Aug 20 (M8) Nov 20 (M11) (Non-Election Year Only)
 Mar 20 (M3) Jun 20 (M6) Sep 20 (M9) Dec 20 (M12) (Non-Election Year Only)
 Apr 20 (M4) Jul 20 (M7) Oct 20 (M10) Jan 31 (YE)
 (c) 12-Day PRE-Election Report for the:
 Primary (12P) General (12G) Runoff (12R)
 Convention (12C) Special (12S)
 Election on _____ in the State of _____
 (d) 30-Day Post-Election Report for the:
 General (30G) Runoff (30R) Special (30S)
 Election on 11 02 2010 in the State of _____

5. Covering Period 10 14 2010 through 11 22 2010

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 Jay Banning
 Signature of Treasurer  Date 06 16 2011

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

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SCHEDULE F (FEC Form 3X)

**ITEMIZED COORDINATED EXPENDITURES MADE BY
POLITICAL PARTY COMMITTEES OR DESIGNATED AGENT(S)
ON BEHALF OF CANDIDATES FOR FEDERAL OFFICE
(2 U.S.C. §441a(d))**

(To be used only by Political Committees in the General Election)

PAGE 3800A/3801
FOR LINE 25 OF FORM 3X

NAME OF COMMITTEE (In Full) NATIONAL REPUBLICAN SENATORIAL COMMITTEE			
Has your committee been designated to make coordinated expenditures by a political party committee? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Full Name of Subordinate Committee NATIONAL REPUBLICAN SENATORIAL COMMITTEE	
If YES, name the designating committee: REP. NATL. CMTE./PA REP. PTY.		Mailing Address 425 2ND ST., NE	
		City WASHINGTON	State DC ZIP Code 20002
Full Name (Last, First, Middle Initial) of Each Payee FLS CONNECT		Purpose of Expenditure MESSAGE PHONE CALLS <div style="border: 1px solid black; width: 50px; height: 20px; float: right; margin-left: 10px;">Category/Type</div>	
Mailing Address 7300 HUDSON BLVD STE 270		SEE YEAR-END 2010 REPORT; SCHEDULE F, LINE 25 FOR PAYMENT TO VENDOR	
City State ZIP Code ST PAUL MN 55128		Date M M / D D / Y Y Y Y 1 0 / 3 1 / 2 0 1 0	
Name of Federal Candidate Supported PATRICK TOOMEY	Office Sought: <input checked="" type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> Presidential	State: PA District: 00	
Aggregate General Election Expenditure for this Candidate ▶		Amount <div style="border: 1px solid black; width: 150px; text-align: right; padding: 2px;">19380.17</div>	
		Transaction ID: SF25-89898999	

SUBTOTAL of Expenditures This Page (optional)	<div style="border: 1px solid black; padding: 2px;">0.00</div>
TOTAL This Period (last page this line number only)	<div style="border: 1px solid black; padding: 2px;">0.00</div>

11020222529

FIRST AMENDMENT TO LOAN AGREEMENT AND NOTE

This **FIRST AMENDMENT TO LOAN AGREEMENT AND NOTE** ("Amendment") is dated as of June 14, 2010, by and between the NATIONAL REPUBLICAN SENATORIAL COMMITTEE, a District of Columbia unincorporated nonprofit association and a federal political campaign committee registered with the Federal Election Commission ("Borrower") and CHAIN BRIDGE BANK, N.A., a national banking association organized under the laws of the United States ("Lender").

BACKGROUND

A. Pursuant to the terms of a certain Commercial Loan Agreement dated December 15, 2009, by and between Lender and Borrower (as may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), Lender made available to Borrower, *inter alia*, a revolving line of credit not to exceed Five Million Dollars (\$5,000,000) (the "Loan"). All capitalized terms used herein without further definition shall have the respective meaning set forth in the Loan Agreement.

B. The Loan Agreement is evidenced by a Promissory Note, dated as of December 15, 2009, executed by Borrower and Lender (the "Note").

C. The Loan is secured by a continuing perfected security interest in certain assets of Borrower.

D. Borrower has requested that Lender modify, in certain respects, the terms of the Loan Agreement and the Note to increase the amount of the Loan, and Lender has agreed to such modifications in accordance with and subject to the satisfaction of the conditions hereof.

NOW, THEREFORE, with the foregoing Background incorporated by reference and intending to be legally bound hereby, the parties agree as follows:

1. Section 2(A) of the Loan Agreement is hereby amended by deleting the phrase "\$5,000,000.00" and replacing it with the phrase "\$8,000,000.00".

2. The Note is hereby amended by deleting the phrase "\$5,000,000.00" and replacing it with the phrase "\$8,000,000.00".

3. Representations and Warranties. Borrower warrants and represents to Lender that:

a. Prior Representations. By execution of this Amendment, Borrower reconfirms all warranties and representations made to Lender under the Loan Agreement and the other Loan Documents, respectively, and restate such warranties and representations as of the date hereof, all of which shall be deemed continuing until all of the obligations due to Lender are indefeasibly paid and satisfied in full.

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b. Authorization. The execution and delivery by Borrower of this Amendment and the performance by Borrower of the transactions herein contemplated (i) are and will be within its powers, (ii) have been duly authorized by all necessary action on behalf of Borrower and (iii) are not and will not be in contravention of any order of court or other agency of government, of law or of any indenture, agreement or undertaking to which Borrower is a party or by which the property of Borrower is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or undertaking, or result in the imposition of any lien, charge or encumbrance of any nature on any of the properties of the Borrower.

c. Valid, Binding and Enforceable. This Amendment and any assignment or other instrument, document or agreement executed and delivered in connection herewith, will be valid, binding and enforceable in accordance with their respective terms.

d. Material Adverse Change. There has not occurred any material adverse change since December 15, 2009 in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower or in the facts and information regarding Borrower as represented by Borrower to Lender prior to the date hereof.

e. No Default. No default or event of default under the Loan Documents exists.

4. Ratification of Loan Documents. This Amendment is hereby incorporated into and made a part of the Loan Agreement and all other Loan Documents respectively, the terms and provisions of which, except to the extent modified by this Amendment, are each ratified and confirmed and continue unchanged in full force and effect. Any reference to the Loan Agreement, the Note and all other Loan Documents respectively in this or any other instrument, document or agreement related thereto or executed in connection therewith shall mean the Loan Agreement, the Note and all other Loan Documents respectively as amended by this Amendment. As security for the payment of all amounts due by Borrower to Lender, and satisfaction by Borrower of all covenants and undertakings contained in the Loan Documents, Borrower hereby confirms its prior grant to Lender of a continuing first lien on and security interest in certain assets as described in the Security Agreement, dated as of December 15, 2009, between Borrower and Lender.

5. Effectiveness Conditions. This Amendment shall become effective upon (a) the execution and delivery by Borrower of this Amendment to Lender and (b) the execution by Lender of this Amendment.

6. Governing Law. THIS AMENDMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF VIRGINIA. THE PROVISIONS OF THIS AMENDMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR

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IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

7. Modification. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed by Borrower and Lender.

8. Duplicate Originals. Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

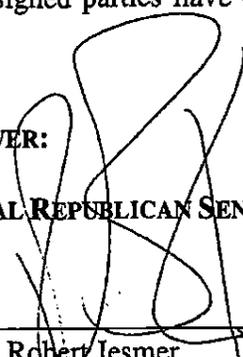
9. Waiver of Jury Trial. BORROWER AND LENDER EACH HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS.

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IN WITNESS WHEREOF, the undersigned parties have executed this Amendment the day and year first above written.

BORROWER:

NATIONAL REPUBLICAN SENATORIAL COMMITTEE

By: 
Name: J. Robert Jesmer
Title: Executive Director

LENDER:

CHAIN BRIDGE BANK, N.A.

By: 
Name: David M. Evinger
Title: Executive Vice President

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SECOND AMENDMENT TO LOAN AGREEMENT AND NOTE

This **SECOND AMENDMENT TO LOAN AGREEMENT AND NOTE** ("Amendment") is dated as of September 29, 2010, by and between the NATIONAL REPUBLICAN SENATORIAL COMMITTEE, a District of Columbia unincorporated nonprofit association and a federal political campaign committee registered with the Federal Election Commission ("Borrower") and CHAIN BRIDGE BANK, N.A., a national banking association organized under the laws of the United States ("Lender").

BACKGROUND

A. Pursuant to the terms of a certain Commercial Loan Agreement dated December 15, 2009, by and between Lender and Borrower (as amended by that certain First Amendment to Loan Agreement and Note dated June 14, 2010, and as may be further supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), Lender made available to Borrower, inter alia, a revolving line of credit not to exceed Eight Million Dollars (\$8,000,000) (the "Loan"). All capitalized terms used herein without further definition shall have the respective meaning set forth in the Loan Agreement.

B. The Loan Agreement is evidenced by a Promissory Note, dated as of December 15, 2009, executed by Borrower and Lender (as amended by that certain First Amendment to Loan Agreement and Note dated June 14, 2010, the "Note").

C. The Loan is secured by a continuing perfected security interest in certain assets of Borrower.

D. Borrower has requested that Lender modify, in certain respects, the terms of the Loan Agreement and the Note to increase the amount of the Loan, and Lender has agreed to such modifications in accordance with and subject to the satisfaction of the conditions hereof.

NOW, THEREFORE, with the foregoing Background incorporated by reference and intending to be legally bound hereby, the parties agree as follows:

1. Section 2(A) of the Loan Agreement is hereby amended by deleting the phrase "\$8,000,000.00" and replacing it with the phrase "\$10,000,000.00".

2. The Note is hereby amended by deleting the phrase "\$8,000,000.00" and replacing it with the phrase "\$10,000,000.00".

3. Representations and Warranties. Borrower warrants and represents to Lender that:

a. Prior Representations. By execution of this Amendment, Borrower reconfirms all warranties and representations made to Lender under the Loan Agreement and the other Loan Documents, respectively, and restate such warranties and representations as of the

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date hereof, all of which shall be deemed continuing until all of the obligations due to Lender are indefeasibly paid and satisfied in full.

b. Authorization. The execution and delivery by Borrower of this Amendment and the performance by Borrower of the transactions herein contemplated (i) are and will be within its powers, (ii) have been duly authorized by all necessary action on behalf of Borrower and (iii) are not and will not be in contravention of any order of court or other agency of government, of law or of any indenture, agreement or undertaking to which Borrower is a party or by which the property of Borrower is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or undertaking, or result in the imposition of any lien, charge or encumbrance of any nature on any of the properties of the Borrower.

c. Valid, Binding and Enforceable. This Amendment and any assignment or other instrument, document or agreement executed and delivered in connection herewith, will be valid, binding and enforceable in accordance with their respective terms.

d. Material Adverse Change. There has not occurred any material adverse change since December 31, 2009 in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower or in the facts and information regarding Borrower as represented by Borrower to Lender prior to the date hereof.

e. No Default. No default or event of default under the Loan Documents exists.

4. Ratification of Loan Documents. This Amendment is hereby incorporated into and made a part of the Loan Agreement and all other Loan Documents respectively, the terms and provisions of which, except to the extent modified by this Amendment, are each ratified and confirmed and continue unchanged in full force and effect. Any reference to the Loan Agreement, the Note and all other Loan Documents respectively in this or any other instrument, document or agreement related thereto or executed in connection therewith shall mean the Loan Agreement, the Note and all other Loan Documents respectively as amended by this Amendment. As security for the payment of all amounts due by Borrower to Lender, and satisfaction by Borrower of all covenants and undertakings contained in the Loan Documents, Borrower hereby confirms its prior grant to Lender of a continuing first lien on and security interest in certain assets as described in the Security Agreement, dated as of December 15, 2009, between Borrower and Lender.

5. Effectiveness Conditions. This Amendment shall become effective upon (a) the execution and delivery by Borrower of this Amendment to Lender, (b) the receipt by Lender of a new UCC insurance policy (or an amendment to the exiting UCC insurance policy) covering security granted by Borrower, naming Lender as beneficiary and in form, substance and amount satisfactory to Lender in its sole but reasonable discretion and (c) the execution by Lender of this Amendment.

6. Governing Law. THIS AMENDMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE

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WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF VIRGINIA, EXCLUDING ITS CONFLICT OF LAWS PROVISIONS. THE PROVISIONS OF THIS AMENDMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

7. Modification. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed by Borrower and Lender.

8. Duplicate Originals. Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

9. Waiver of Jury Trial. BORROWER AND LENDER EACH HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS.

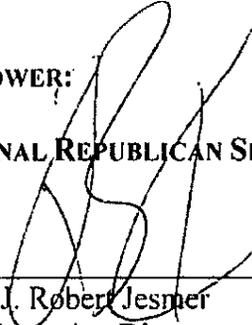
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IN WITNESS WHEREOF, the undersigned parties have executed this Amendment the day and year first above written.

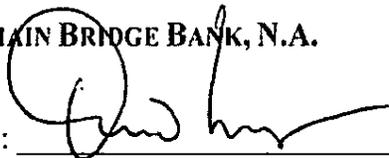
BORROWER:

NATIONAL REPUBLICAN SENATORIAL COMMITTEE

By: 
Name: J. Robert Jesner
Title: Executive Director

LENDER:

CHAIN BRIDGE BANK, N.A.

By: 
Name: David M. Evinger
Title: Executive Vice President

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United States Senate

OFFICE OF THE SECRETARY

OFFICE OF PUBLIC RECORDS

THE PRECEDING DOCUMENT WAS:

HAND DELIVERED 06.16.11
Date of Receipt

USPS FIRST CLASS MAIL _____
Postmark

USPS REGISTERED/CERTIFIED _____
Postmark

USPS PRIORITY MAIL _____
Postmark

DELIVERY CONFIRMATION OR SIGNATURE CONFIRMATION LABEL

USPS EXPRESS MAIL _____
Postmark

OVERNIGHT DELIVERY SERVICE:

	SHIPPING DATE	NEXT BUSINESS DAY DELIVERY
FEDERAL EXPRESS	_____	<input type="checkbox"/>
UPS	_____	<input type="checkbox"/>
DHL	_____	<input type="checkbox"/>
AIRBORNE EXPRESS	_____	<input type="checkbox"/>

RECEIVED FROM FEDERAL ELECTION COMMISSION _____
Date of Receipt

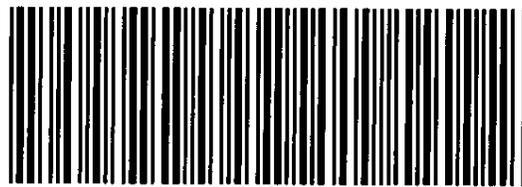
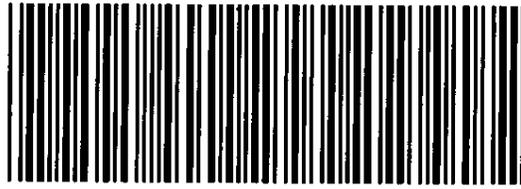
POSTMARK ILLEGIBLE NO POSTMARK

FAX _____
Date of Receipt

OTHER _____
Date of Receipt or Postmark

PREPARER RD DATE PREPARED 06.16.11

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