# EXHIBIT A

**IMPORTANT NOTICE**

**THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.**

December 10, 2020 $1,500,000.00

**TERM NOTE**

FOR VALUE RECEIVED, **TEC VENTURES, LLC,** a Virginia limited liability company (the "Borrower"), promises to pay to the order of **BANK OF CLARKE COUNTY**, its successors and/or assigns, (the "Bank") having a business address of 202 N. Loudoun Street, Winchester, Virginia 22601, or at such other place as the holder of this Note may from time to time designate, the maximum principal sum of **ONE MILLION FIVE HUNDRED THOUSAND AND No/100 DOLLARS ($1,500,000.00)** or so much thereof which may have been advanced and is outstanding, together with interest thereon at the rate hereafter specified and any and all other sums which may be owing to the holder of this Note (the "Note"):

1. Term. The term of this Note shall commence from the date hereof (the "Effective Date") and shall mature, and become due and payable in full, pursuant to its terms, on December 10, 2025 (the "Maturity Date") subject to the Bank's right to accelerate in the event of a default.

2. Interest Rate. Deferred interest in the first year will be capitalized. Interest shall be charged on the outstanding principal balance from the date advanced at a variable *per annum* rate equal to the 30-day LIBOR rate plus 3.00%. "30-day LIBOR rate" means the rate for U.S. dollar deposits with a 30 day maturity, as published in the Wall Street Journal, on the first New York business day before such Interest Period begins. "Interest Period" means each period of 1 month provided (i) any Interest Period that ends in a month for which there is no day which numerically corresponds to the last day of the immediately preceding Interest Period shall be on the last day of the month, (ii) if an Interest Period would end on a day which is not a business day, it shall end on the next succeeding business day unless such day falls in the next succeeding calendar month in which case the Interest Period shall end on the next preceding business day, and (iii) any Interest Period that would otherwise extend past the Maturity date shall end on the Maturity Date. In the event LIBOR ceases to exist or becomes unavailable during the term of this Note, Bank may designate a substitute index and modify the spread above or below the newly designated index to equate to the interest rate in effect pursuant to this Note, immediately prior to such newly designated interest rate taking effect, and such spread shall remain in effect over and above the newly designated index throughout the term of the Note. Bank shall notify Borrower of any change in the index from LIBOR and the applicable spread prior to the modification. Notwithstanding the foregoing, if the designated index (prior to application of the applicable spread) would be less than zero

(0.00), such rate shall be deemed to be zero (0.00). Interest shall be calculated daily on the basis of the actual number of days elapsed over a 365 day year.

3. Payment of Principal and Interest. This Note shall be payable in consecutive monthly payments of interest commencing on January 10, 2022 and continuing on the same day of each month thereafter until all sums due hereunder have been paid in full. In addition to the foregoing monthly interest payments, principal payments equal to fifteen percent (15%) of the face amount of this Note plus any capitalized interest shall be due and payable on December 10, 2023 and December 10, 2024. In any event, all principal, accrued interest, and any other sums payable hereunder shall be due and payable in full on the Maturity Date.

4. Application of Payments. Payments may be applied or reversed and reapplied in such order as the Bank or as the holder of this Note, in its sole discretion, may determine. The Bank or any holder shall have the continuing and exclusive right to apply or reverse and reapply any and all payments after any default hereunder. This Note is non-revolving; principal, once paid, may not be re-borrowed.

5. Voluntary and Mandatory Prepayment.

a. The Note may be voluntarily prepaid, in whole or in part, at any time and from time to time. Any voluntary prepayment shall include accrued and unpaid interest to the date of prepayment on the principal amount prepaid and all other sums due and payable hereunder. Any voluntary prepayment shall not extend or change the due date of any installment due or change the Maturity Date.

b. If, on any date (such date, a "Trigger Date") the Board of Governors of the Federal Reserve System or a designee thereof has, after consultation with Bank, notified the Bank in writing that the Borrower has materially breached, made a material misrepresentation with respect to or otherwise failed to comply with certifications in Section 2 (CARES Act Borrower Eligibility Certifications and Covenants) or Section 3 (FRA and Regulation A Borrower Eligibility Certifications) of the Borrower Certifications and Covenants in any material respect or that any such certification has failed to be true and correct in any material respect, then Bank shall notify the Borrower and the Borrower shall, no later than two business days after such Trigger Date, prepay the Loan in full, along with any accrued and unpaid interest thereon.

6. Late Payment Fee. Should any payment of principal, interest, or any other sum due hereunder be received by the holder of this Note more than seven (7) days after its due date (whether such due date relates to an installment, acceleration, or maturity), the Bank, in its sole discretion, may charge a late payment fee equal to five percent (5%) of the sum due.

7. Time of the Essence. Time shall be of the essence in payment hereunder and performance of each and every term and condition of this Note.

8. Acceleration Upon Default. Upon a failure to pay any sum due under this Note which is not cured within any applicable cure period, the holder may, in the holder's sole and absolute discretion and without notice or demand, declare the entire unpaid balance of principal plus accrued interest and any other sums due hereunder immediately due and payable.

9. Default Interest Rate. Upon the occurrence of an Event of Default (defined below) and after the expiration of any applicable cure period, the holder of this Note may, in addition to any other remedy the holder of this Note may exercise, raise the rate of interest accruing on the unpaid balance of the amount due and payable hereunder to the "Default Rate" without notice to Borrower. The "Default Rate" shall mean the rate of interest in effect as of the date of default, plus five percent (5.0%).

10. Events of Default. Subject to the right to cure set forth in Paragraph 11 below, the occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

a. Failure to Pay: The failure to pay when due any sums required to be paid under this Note and/or any other note, contract, agreement, extension of credit, or other undertaking with the Bank, or any parent, subsidiary or affiliate of the Bank.

b. Other Non-Monetary Defaults: The following events are non-monetary defaults: (i) the failure by any obligor to perform or observe, as and when required, any covenant, agreement, warranty, obligation or condition required to be performed or observed under this Note or any other document, contract or agreement entered into in connection herewith; (ii) the existence of any material breach or inaccuracy in any of the representations, warranties or covenants set forth in this Note or in any of the other documents entered into or delivered or to be delivered in connection herewith; (iii) the institution of any complaint, action, suit or proceeding (whether state or federal) challenging the validity, lawfulness, propriety, or enforceability, or otherwise seeking to set aside or declare void or voidable any of the undertakings, agreements or covenants contained herein; or (iv) the filing of a petition for relief under the United States Bankruptcy Code by or against the Borrower.

c. Judgment or Attachment as to Borrower: The entry by any court of a judgment against the Borrower in excess of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) that, in the opinion of Bank, in its sole and absolute discretion, would have a material adverse effect upon the Borrower's ability to fully meet and satisfy all of its debts and obligations under this Note or under any other agreement entered into in connection herewith that shall not be satisfactorily stayed or discharged within thirty (30) days from the date thereof, or any attachment of any security or collateral that shall not be released, stayed or otherwise provided for to Bank's sole and exclusive satisfaction within thirty (30) days after the occurrence thereof.

d. [Intentionally Deleted]

e. False Representation: If any representation or warranty made by the Borrower under or pursuant to this Note or any of the other Loan Documents (defined below) shall be false or misleading in any material respect as of the date when made, or if any material inaccuracy shall exist in any of the documents or other information furnished to the Bank to induce the Bank to enter into this Note.

f. Material Adverse Change: If there occurs a material adverse change in the assets or the business or financial condition or prospects of the Borrower from and of the date hereof which affects materially their ability to meet any of their obligations hereunder or under any of the other Loan Documents associated herewith, all as may be determined by the Bank in its sole but reasonable discretion.

g. Failure to Notify Bank of Default or False Representation: If the Borrower shall fail to notify the Bank in writing as soon as practicable upon learning of the occurrence of any event which with the passage of time or the giving of notice or both would constitute an Event of Default hereunder or to otherwise notify the Bank of any other fact, circumstance or event that is required to be disclosed to the Bank pursuant to the terms of the Note.

h. Failure to Provide Financial Disclosure: If the Borrower or any guarantor shall fail to provide to the Bank such financial disclosure required to be provided to the Bank pursuant to the terms of this Note or their guaranty, as applicable.

i. Liens; Encumbrances. The title to any property securing this Note shall be subject to any lien or encumbrance other than lien in favor of the Bank or if there shall occur any other changes in the condition of the title to such property which is not satisfactory to Bank and its attorneys.

j. Cross Default. If Borrower or any subsidiary shall: (i) fail to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in connection with any indebtedness (other than the Loan) owing to Bank or any commonly controlled affiliate of Bank, in each beyond the applicable notice and cure period applicable thereto; or (ii) fail to observe or perform any other agreement or condition relating to any such indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which failure to make a payment, default, or other event described in this subparagraph is to cause such indebtedness to become due or to be repurchased, prepaid, defeased, or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease, or redeem such indebtedness to be made, prior to its stated maturity; provided that clause (ii) shall not apply to secured indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such indebtedness and such indebtedness is repaid when required under the documents providing for such indebtedness; provided that, as used in this subparagraph, the term "indebtedness" shall mean all debt for borrowed money and any obligations evidenced by a bond, debenture, note, loan agreement or other similar instrument, and any guaranty of any of the foregoing.

k. Insurance. If Borrower fails to keep in force any required insurance.

11. Right to Cure. Mandatory prepayments have no cure period. Other payment defaults may be cured if Borrower cures such default within five (5) days from the mailing of notice of the payment default to Borrower. All other defaults other than mandatory prepayments or other payment defaults may be cured if Borrower cures such default within thirty (30) days from the mailing of notice of the default to Borrower.

12. Expenses of Collection. If Bank retains an attorney to collect, enforce or defend this Note (whether or not suit is filed or judgment has been confessed), or if Borrower or anyone claiming by, through or under Borrower sues Bank in connection with this Note, then Borrower agrees to pay to Bank, in addition to principal, interest, and other charges and fees, all reasonable costs and expenses incurred by Bank in connection with such collection, enforcement or defense, plus reasonable attorneys' fees, plus court costs.

13. Waivers by the Borrower. The Borrower hereby: (i) waives presentment for payment, demand, protest, notice of non-payment, notice of dishonor and protest, and any and all lack of diligence or delays in collection or enforcement hereof and consents that the maturity hereof may be extended without notice; (ii) agrees to remain and continue bound for the payment of the principal and interest provided for by the terms of this Note, notwithstanding any extension or extensions of the time of or the payment of said principal or interest or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any property or rights to property held as security for this Note, and each waives all and every kind of notice of such extension or extensions, change or changes; (iii) and agrees that the same may be made without the joinder of any of the parties executing this Note. Any and all homestead and exemption laws and rights, including valuation or appraisement rights or the doctrines of marshalling of liens and marshalling of assets, available to the Borrower, any guarantors and any other parties primarily or secondarily liable hereon, pursuant to the Constitution or laws of any state, territory or jurisdiction of the United States of America, against the collection of this indebtedness or any renewals thereof, or against the enforcement of any lien or assessment securing such indebtedness, are hereby expressly waived by all parties executing this Note and the endorsers, guarantors, and other parties primarily or secondarily liable upon this Note.

14. No Waiver. The failure of the holder to exercise its option for acceleration of maturity, foreclosure, or either, following the occurrence of any Event of Default, or to exercise any other option granted to it hereunder or under any of the other Loan Documents executed in connection herewith, or the acceptance by the holder of partial payments or

partial performance following the occurrence of any Event of Default, shall not constitute a waiver of any such Event of Default, but such options shall remain continuously in force. Acceleration of maturity, once claimed hereunder by the holder, may at its option be rescinded by written acknowledgment to that effect, but the tender and acceptance of partial payment or partial performance alone shall not in any way affect or rescind such acceleration of maturity. The remedies of the holder hereof as provided herein and in the other Loan Documents shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the holder, and may be exercised as often as occasion therefor shall arise.

15. Commercial Loan. The Borrower represents that the making of this Note is a commercial loan transaction and is not entered into for personal, family or household purposes. The foregoing representation is made with the intent that the Bank or any subsequent holder of this Note may rely thereon.

16. Security. This Note is secured by the terms and provisions of certain ancillary loan documents including, but not limited to, a Security Agreement (together with the Loan Agreement of even date, the "Loan Documents"). Any term not defined herein shall have the meaning set forth in the Loan Documents.

17. Estoppel Certificate. The Borrower agrees to furnish to the holder of this Note at any time and from time to time, within fifteen (15) days after a written request from the holder of this Note, a written estoppel certificate, duly executed and acknowledged, setting forth the amount then due under this Note, and whether any claim, offset or defense then exists under this Note.

18. [Intentionally Deleted]

19. Indemnification. Borrower hereby indemnifies and agrees to defend and hold harmless Bank, its officers, employees and agents, from and against any and all losses, damages, or liabilities and from any suits, claims or demands, including reasonable attorneys' fees incurred in investigating or defending such claim, suffered by any of them and caused by, arising out of, or in any way connected with the Loan Documents or the transactions contemplated therein (unless determined by a final judgment of a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of any of the indemnified parties) including, without limitation: (i) any untrue statement of a material fact contained in information submitted to Bank by Borrower or the omission of any material fact necessary to be stated therein in order to make such statement not misleading or incomplete; and (ii) the failure of Borrower to perform any obligations herein required to be performed by Borrower. In case any action shall be brought against Bank, its officers, employees or agents, in respect to which indemnity may be sought against Borrower, Bank or such other party shall promptly notify Borrower and Borrower shall assume the defense thereof, including the employment of counsel selected by Borrower and satisfactory to Bank, the payment of all costs and expenses and the right to negotiate and consent to settlement. Bank shall have the right, at its sole option, to

employ separate counsel in any such action and to participate in the defense thereof, all at Borrower's sole cost and expense. Borrower shall not be liable for any settlement of any such action effected without its consent (unless Borrower fails to defend such claim), but if settled with Borrower's consent, or if there be a final judgment for the claimant in any such action, Borrower agrees to indemnify and hold harmless Bank from and against any loss or liability by reason of such settlement or judgment. The provisions of this Paragraph shall survive the repayment or other satisfaction of the Note and/or any other amount due and payable pursuant to the Loan Documents.

20. Course of Dealing. No course of dealing between the Bank, the Borrower or any of the guarantors shall be effective to amend, modify or change any provision of this Note or the other Loan Documents. The Bank shall have the right at all times to enforce the provisions of this Note and/or the other Loan Documents in strict accordance with the provisions hereof and thereof, notwithstanding any conduct or custom on the part of the Bank in refraining from doing so at any time or times. The failure of the Bank at any time or times to strictly enforce its rights under the provisions hereof, strictly in accordance with the terms and conditions hereof, shall not be construed as having created a custom, course of dealing, or in any way or manner having modified or waived the terms and conditions hereof.

21. Attorney-in-Fact: The Borrower hereby appoints the Bank as the attorney-in-fact for the Borrower for the purpose of carrying out the provisions of this Note, and taking any action and executing any instrument which the Bank may deem reasonably necessary and advisable to accomplish the purposes hereof, which appointment is irrevocable, and coupled with an interest.

22. CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS MICHAEL L. BRYAN AND JAMES S. GEORGE, II, EITHER OF WHOM MAY ACT, OR ANY OTHER DULY AUTHORIZED OFFICER OR AGENT OF BANK, ITS SUCCESSORS OR ASSIGNS, ANY OF WHOM MAY ACT AS THE DULY CONSTITUTED ATTORNEY-IN-FACT WITH THE FULL AUTHORITY IN THE NAME, PLACE AND STEAD OF ANY BORROWER TO CONFESS JUDGMENT IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE CITY OF WINCHESTER, VIRGINIA, IN THE FULL AMOUNT DUE UNDER THIS NOTE, PLUS ATTORNEYS' FEES IN THE AMOUNT OF FIFTEEN PERCENT (15%) OF THE PRINCIPAL AMOUNT DUE, PLUS COSTS OF SUIT AND ALL OTHER COSTS AND EXPENSES INCURRED BY THE HOLDER OF THIS NOTE. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE UNDERSIGNED BORROWER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, OR BY ANY IMPERFECT EXERCISE THEREOF, AND SHALL NOT BE EXTINGUISHED BY ANY JUDGMENT ENTERED PURSUANT THERETO. SUCH AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS, AS OFTEN AS LENDER SHALL DEEM NECESSARY OR DESIRABLE, FOR ALL OF WHICH THIS NOTE

SHALL BE A SUFFICIENT WARRANT. A SUBSTITUTE ATTORNEY-IN-FACT MAY BE APPOINTED BY THE PAYEE, OBLIGEE OR PERSON OTHERWISE ENTITLED TO PAYMENT UNDER THIS NOTE.

23. Interest After Judgment. If judgment is entered against the Borrower on this Note, the amount of the judgment so entered shall bear interest at the highest rate authorized under this Note as of the date of entry of the judgment.

24. Choice of Law. This Note shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, exclusive of its conflict of laws provisions. The Borrower has had the opportunity to have this Note reviewed by legal counsel of its own choosing and, therefore, the normal rule that ambiguities in an agreement are construed against the drafter shall not be applied in connection with the interpretation or construction hereof.

25. Notices. Any notice or demand required or permitted by or in connection with this Note (but without implying any obligation to give any notice or demand) shall be in writing and made by hand delivery, by wire, by facsimile transmission, by overnight courier service with next day delivery, or by certified mail, return receipt requested, postage prepaid, addressed to the Bank or the Borrower at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the Bank or the Borrower, and shall be considered given as of the date of hand delivery, wire or facsimile transmission, as of the date specified if by overnight courier delivery, or as of three (3) days after the date of mailing, independent of the date of mail delivery, as the case may be:

If to the Bank:

Bank of Clarke County
202 N. Loudoun Street
Winchester, Virginia 22601
Attention: Commercial Lending Department

With a copy to:

Joseph F. Jackson, Esquire
ROTH JACKSON
8200 Greensboro Drive, Suite 820
McLean, Virginia 22102

If to the Borrower:

TEC Ventures, LLC
7514 Gresham Street

Springfield, Virginia 22151

26. Tense and Gender. As used herein, the term "Borrower" includes the singular and the plural and refers to all genders.

27. Assignability. This Note may be freely assigned and transferred by the Bank or any subsequent holder at any time and from time to time. The Borrower shall not assign its rights under this Note.

28. Sales or Participations. Bank may from time to time sell or assign, in whole or in part, or grant participations in, this Note and/or the obligations evidenced thereby. The holder of any such sale, assignment or participation, if the applicable agreement between Bank and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Bank; and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Borrower, in each case as fully as though Borrower were directly indebted to such holder. Bank may in its discretion give notice to Borrower of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Bank's or such holder's rights hereunder.

29. Binding Nature. This Note shall inure to the benefit of and be enforceable by the Bank and the Bank's successors and assigns and any other person to whom the Bank may assign an interest in the Borrower's obligations to the Bank, and shall be binding and enforceable against the Borrower and the Borrower's successors and permitted assigns.

30. Setoff. Upon the occurrence and during the continuance of any Event of Default, or if Borrower becomes insolvent, Bank shall have the right, in addition to all other remedies permitted by law, to set off the amount due under this Note against any and all accounts, credits, money, securities or other property on deposit with, held by, or in the possession of, Bank to the credit of, or for the account of, Borrower or any endorser, guarantor or surety of this Note, without notice to or consent by Borrower or any such endorser, guarantor or surety.

31. Invalidity of Any Part. If any provision or part of any provision of this Note shall for any reason be held illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Note and Note shall be construed as if such invalid, illegal or unenforceable provision thereof had never been contained herein, but only to the event of its invalidity, illegality or unenforceability.

**32. WAIVER OF JURY TRIAL. THE BORROWER WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, RELATED TO, THIS NOTE OR THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE BORROWER AND THE BORROWER ACKNOWLEDGES THAT NEITHER THE BANK NOR ANY PERSON ACTING ON BEHALF OF THE BANK HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF**

**TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE BORROWER FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS NOTE AND ALL OTHER LOAN DOCUMENTS AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE BORROWER FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF THIS FACT SIGNS THIS NOTE BELOW.**

IN WITNESS WHEREOF, the Borrower has executed this Note under seal on the day and date first above written.

**BORROWER**:

TEC VENTURES, LLC, a Virginia limited liability company

By: Daniel Tisone [SEAL]
Printed Name: Daniel J. Tisone
Title: Manager and Sole Member

STATE OF Florida :
COUNTY OF Collier :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Daniel J. Tisone, Manager and Sole Member of TEC Ventures, LLC, known to me or satisfactorily proven, whose name is signed to the foregoing Note has acknowledged the same before me in my county aforesaid.

Given under my hand this 10 day of December, 2020.

Notary Public

My Commission Expires: ______________

MICHAEL GENTZLE
MY COMMISSION # GG 270403
EXPIRES: January 18, 2023
Bonded Thru Notary Public Underwriters

**CERTIFICATE**
***of***
**TEC VENTURES, LLC**

The undersigned, TEC VENTURES, LLC, a Virginia limited liability company ("**Borrower**"), hereby certifies to Bank of Clarke County, that as of the ___ day of December, 2020:

1. Daniel Tisone is, and at all times relevant was, the sole Manager and sole Member of Borrower.

2. The Borrower's Articles of Organization dated January 6, 2013 as filed with the Virginia State Corporation Commission have not been amended, modified, revoked or rescinded and are in full force and effect as of the date hereof.

3. The Borrower's Operating Agreement dated as of October 23, 2020 has not been amended, modified, rescinded or revoked and is in full force and effect as of the date hereof.

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IN WITNESS WHEREOF, we have executed this Certificate of Borrower as of the date first written above.

Daniel J. Tisone

Daniel J. Tisone, Manager and Sole Member, Authorized Signatory