EXHIBIT 4
# BUSINESS LOAN AGREEMENT

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<th>Maturity</th>
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In the box above are for Lender’s use only and do not limit the applicability of this document to any particular loan or item.

Any term above containing """" has been omitted due to text length limitations.

Date: 2020-11-14

Lender: PNC Bank, N.A.
1010 PNC Plaza
Pittsburgh, PA 15222

Borrower: M. Lopez
2020-11-14

**AMENDED LOAN AGREEMENT** dated November 14, 2020, is made and executed between John Doe ("Borrower") and PNC Bank ("Lender") on the following terms and conditions. Borrower has requested a loan in the amount of $100,000.00 to be used for business purposes. Lender has agreed to make the loan subject to the terms and conditions set forth in this Agreement.

The terms and conditions set forth in this Agreement shall be binding on both parties hereto and shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law provisions or provisions that would cause the application of the substantive laws of any jurisdiction other than the State of California to govern this Agreement.

**DEFINITIONS:**

- "Loan" shall mean the loan evidenced by this Agreement and all advancements and renewals thereof.
- "Notes" shall mean all notes evidencing the Loan.
- "Advance" shall mean the amount of money advanced by Lender to Borrower under this Agreement.
- "Interest Rate" shall mean the rate of interest applicable to the Loan as agreed upon by Lender and Borrower.
- "Maturity Date" shall mean the date on which the Loan becomes due and payable.
- "Event of Default" shall mean any event or circumstance described in Section 9.01 of this Agreement.
- "Prepayment" shall mean the early payment of the Loan before its maturity date.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SIGNATURES:**

Lender: PNC Bank, N.A.
By: ___________________________
Title: _________________________
Date: November 14, 2020

Borrower: M. Lopez
By: ___________________________
Title: _________________________
Date: November 14, 2020

**FURTHER AGREEMENTS:**

The parties agree to comply with all federal, state, and local laws, rules, and regulations applicable to the Loan and the Loan Agreement.

**GENERAL PROVISIONS:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, with respect to the Loan.

**IF **
as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no event has occurred which may inadvertently adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events. If any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreement, or permitted the filing or enforcement of any Security Interest on or affecting any of the Collateral directly or indirectly requiring repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Indemnifying Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the successors, assigns, and, so long as this Agreement remains in effect, Borrower's new tenants, successors, and assigns.

AFFIRMATIVE COVENANTS.

Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

NOTICES OF DEFAULT.

Promptly inform Lender of (1) any material adverse change in Borrower's financial condition, and (2) any occurrence or non-prompt cure of any event which could materially affect the financial condition of Borrower or any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at any reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information as frequently and in such detail as Lender may reasonably request.

Additional Information. Furnish all additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverage and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender, from time to time, the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverage will continue at least 30 days prior written notice to Lender. Each insurance policy will include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other party. In those instances where Borrower holds or is afforded a security interest in the Loans, Lender will provide Borrower with such lender's loss payable or other endorsements as Lender may request.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including the name of the insurer; (2) the date insured; (3) the amount of the policy; (4) the policyholder; (5) the face amount of the policy; (6) the then current property values on the basis of which the insurance has been obtained, and the manner of determining those values; and (7) the expiration date of the policy. In addition, upon request of Lender (but not more often than annually), Borrower will have an independent real estate appraiser satisfactory to Lender determine, as applicable, the total value of the Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, until specifically consented to the contrary by Lender in writing.

Taxes. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and fines, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful demands that, if unsatisfied, might become a lien or charge upon any of Borrower's properties, income, or profits.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions of the Agreement, the Loan and Note, and all other related agreements and agreements between Borrower and Lender.

Lender shall notify Borrower immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and tests as may be required by Lender or any governmental authority relative to any substance, or any waste or by-products of any substance defined as toxic or hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, or at affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, new or hereafter existing, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans with Disabilities Act. Borrower may not make any change in good faith any such laws, ordinances, or regulations which would require additional expenditure, so long as Borrower has notified Lender of the proposed changes at least 30 days in advance of the proposed changes, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any or all Collateral for the Loan or Lender and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer processed records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall fully such party to permit Lender to access such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, any property owned and occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; furnish to Lender promptly and in a form which will enable Lender to take any action required by said permit; and furnish Borrower with any information and documentation required by this Agreement. In the event Borrower fails to comply with its obligations under this Agreement, Lender or its attorneys may reasonably request in evidence and to secure Lender to the Loan and to perfect all Security Interests.

Additional Requirements. Borrower and Lender agree that if Borrower withdraws from the public matching fund program by the end of December 2006, but John McCain does not win the New Hampshire primary or place at least within 10 percentage points of the winner of the New Hampshire Primary, Borrower will cause John McCain to remain its sole political candidate and Borrower will, within thirty (30) days of the New Hampshire Primary (i) repay for public matching funds, (ii) grant to Lender, as additional collateral for the Loan, a first priority perfected security interest in any cash, investment in and to the public matching fund program, and (iii) execute and deliver to Lender such documents, instruments and agreements as Lender may request with respect to the foregoing.
Financial Reports. Furnish Lender with the following:

Quarterly, Federal Reserve Statistical reports of Statements and Disbursements to be provided no later than fifteen (15) days after the Federal Election Commission filing date.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applicable Federal election law and regulations, applied on a consistent basis, and certified by Borrower as true and correct.

Fundraising Efforts. Exercise best efforts to use the lists identified as collocated in the Commercial Security Agreement and the candidate John Mica email to raise contributions in an amount sufficient to reach the outstanding principal balance of the Indebtedness, together with all accrued and unpaid interest and all other fees, charges and expenses with respect thereto, for as long as Lender shall require.

Maintenance of Deposit Accounts with Lender. Maintain, at all times, its primary operating account(s), including all primary deposit accounts (time and demand), disbursement accounts and escrow account, with Lender.

Cash, Checks, Employees, etc. Deposit or cause to be deposited into one or more of the deposit accounts maintained by Lender on Borrower’s behalf, all cash, drafts, cash and other evidences received by Borrower, including without limitation, contribution proceeds, within five (5) Business Days of Borrower’s receipt thereof. Pending such deposit, Borrower will not remit any such items of payment with any of its other funds or property, but will hold them separate and apart.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any tax or any fee, regulation, or guildhall, or the interpretation or application of any taxing authority (whether federal, state, local, or any governmental authority (including any taxing or regulatory law) that shall impose, modify, or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements, or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amount available to Borrower under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender’s capital as a consequence of Lender’s obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender’s written demand for such payment, which demand shall be accompanied by an explanation of such imposition or change and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculation shall be conclusive in the absence of manifest error.

LENDERS’ EXPENDITURES. If any expense is commenced that would materially affect Lender’s interest in the Colleague or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower’s failure to discharge or pay any tax when due or any amount Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower’s behalf may but shall not be obligated to take any action that Lender deems appropriate, including but not limited to discharging or paying such taxes, levies, fines, penalties, assessments, circumstances and other claims, at any time levied or placed on the premises, maintaining and preserving any Collection, to the extent that such expenses will then bear interest at the rate charged under the Notes from the date accrued or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender’s option, (A) be payable on demand or (B) be added to the balance of the Notes and be apportioned among and be payable with all other payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Notes.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and Indebtedness to Lenders contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) except as permitted by Lenders, sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower’s assets; (3) render any of Borrower’s assets unmarketable; (4) change any of Borrower’s constitution or bylaws as now exist or hereafter adopted; (5) sell or otherwise dispose of any of Borrower’s assets; or (6) sell or otherwise dispose of any of Borrower’s assets.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell all Collateral out of the ordinary course of business; or (3) pay any dividends on Borrower’s stock (other than dividends payable in its stock), provided, however, that notwithstanding the foregoing, but only as long as no Event of Default has occurred and is continuing or would result from the payment of dividends. If Borrower is a “Subchapter S Corporation” (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arose solely from their status as Shareholders of a Subchapter S Corporation because of the ownership or share of Borrower’s stock, or purchase or retire any of Borrower’s outstanding shares or alter or amend Borrower’s capital structure.

Loans, Acquisitions and Guarantees. (1) Loan, lend, advance or advance money or assets to any other person, partner or entity; (2) purchase, acquire or secure any interest in any other enterprise or entity; or (3) have any obligation as guarantor or any other interest in any of the ordinary course of business.

Agreements. Borrower will not enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower’s obligations under this Agreement or in connection herewith.

Limitations on Advances. Cause, suffer or permit the outstanding principal balance of the Loan to exceed One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) at any time prior to the date on which Borrower shall have fully performed and satisfied its obligations set forth herein below under the heading “Prepayment of Loan Deficiency Document.”

CEBELLATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds; (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents, or any other agreement, or any other guaranty or any other agreement of any kind with Borrower, or (B) Borrower or any Guarantor fails, becomes insolvent or becomes insolvent, files a petition in bankruptcy or any similar proceedings, or is adjudicated a bankrupt; (C) there has occurred a material adverse change in Borrower’s financial condition; (D) in the financial condition or Borrower’s financial condition, any one or all of the Guarantors fails, becomes insolvent or becomes insolvent, files a petition in bankruptcy or any similar proceeding, or is declared a bankrupt; (E) any Guarantor defaults on any Loan or any Guarantor defaults on any other obligation; or (F) any Guarantor makes a claim or otherwise attempts to terminate, modify or revoke such Guarantor’s guaranty of the Loan or any other loan with Lender; or (G) any Lender is in default of the leases, if any, the collateral for the Loan is subject to the terms of the leases, if any, of the leases that were in existence at the time of the loan, or (H) any defaults or breaches of any of the terms of the leases that were in existence at the time of the loan, or (I) the Collateral is subject to the terms of the leases that were in existence at the time of the loan.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or any other agreement, or any other obligation, whether or not evidenced or condition contained in any other agreement between Lender and Borrower.

Defect in Favor of Third Parties. Borrower or any Guarantor defaults under any lease, mortgage, security agreement, purchase or sale agreement, or any other agreement, or in favor of any other creditor, or person that may indirectly affect any of Borrower’s assets, assets, securities, Borrower or any Guarantor’s ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower’s behalf under the Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
Insolvency. The dissolution or termination of Borrower's existence as a going business, or a trustee or receiver is appointed for Borrower or for all or a substantial portion of the assets of Borrower, or Borrower makes a general assignment for the benefit of Borrower's creditors, or Borrower files for bankruptcy, or an involuntary bankruptcy petition is filed against Borrower and such involuntary petition results in a judgment for the relief prayed for.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditors or Forfeiture Proceedings. commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loans. This includes a judgment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim or a dispute as to the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incapacitated, or revokes or disputes the validity of, or inability under, any Guaranty of the Indebtedness, or in the event of a death, of a Grantor, at any time, and shall not be required to permit the Guarantor's escape to be unconditionally the obligation arising under the guaranty in a manner satisfactory to Lender, and, in doing so, owe any Event of Default.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower, Borrower's general partner or management changes to the financial condition, or Borrower, or Lender, believes the prospect of performance or price of the Notes is impaired.

Inaccurate. Lender in good faith believes itself inadequately informed.

Effect of an Event of Default. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents or provided for in the Other Agreement or the Related Documents or any other agreement immediately before described or in any collateral document to evidence the Loans, all the rights and remedies of the Lender, including all principal, interest, and all other fees, costs and expenses, if any, will become immediately due and payable, without notice of any kind to Borrower, except in the case of an Event of Default of the type described in the "Defective Collateralization" clause above, which is an automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, equity, or otherwise. Except as expressly provided by applicable law, all of Lender's rights and remedies shall be cumulative, and in addition to and not in substitution for any other rights and remedies provided by law.

Enforcement by Lender. To the extent permitted by law, no remedial action shall exclude pursuit of any other remedy, and an election to make payments or to take action to perform an obligation of Borrower or of any Guarantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

Compliance with the Federal Election Comm. Certification Matching Funds Program. Borrower agrees and covenants with Lender that while this Agreement is in effect, Borrower shall not exceed overall or state spending limits set forth in the Federal Matching Funds Program if applicable.

PORT CLOSING DOCUMENTS. Within sixty (60) days from the date of this Agreement, Borrower hereby agrees to deliver to Lender, the Assignment of Life Insurance Policy (the "Assignment") and the copy of the Kentucky Life Insurance Policy (the "Policy"). The life of John McCall, in an amount not less than $5,000,000. Borrower understands and agrees that failure to deliver the Policy and the Assignment within the period specified will, at the option of the Lender, constitute an Event of Default.

STATUS OF CURRENTLY HELD CERTIFICATIONS OF MATCHING FUNDS. Borrower and Lender agree that any certifications of matching fund expenditures currently possessed by Borrower or obtained before January 1, 2008 and the right of John McCall, in an amount not less than $5,000,000. Borrower in encumbrance to receive payment under these certifications are not consistent with the Conceived Security Agreement for this Loan.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth herein. No amendment or modification of this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the amendment or modification.

Attorneys' Fees. Expenses. Borrower agrees that if Lender hires an attorney to enforce this Agreement, Borrower will, subject to any limits under applicable law, pay the reasonable attorneys' fees and expenses of Lender in connection with the enforcement or the defense of this Agreement, including appeals, and reasonable attorneys' fees and expenses incurred in connection with any bankruptcy, assignment for the benefit of creditors or similar proceedings in which Lender participates. Costs allowing for, and the exercise of, the rights and remedies of Lender under this Agreement shall be paid by Borrower, whether or not there is a default and including without limitation additional legal expenses for bankruptcy proceedings.

Captions. Captions headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Jurisdiction. Borrower irrevocably submits to the jurisdiction of any state or federal court sitting in the State of Maryland or any suit, action, or proceeding arising out of or relating to this Agreement. Borrower irrevocably waives, to the fullest extent permitted by law, any objection to venue or jurisdiction of any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Any judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon Borrower and may be enforced in any suit in which Borrower is subject to jurisdiction by a suit upon such judgment that provides that service of process is effected upon Borrower as provided in this Agreement or as otherwise permitted by applicable law.

Consent to Lender Participation. Borrower agrees and covenants to Lender's sole or transfer, whether now or later of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more of such interests or interests or any party or person to whom the Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives all rights to privacy that Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchases of such participation interests. Borrower also agrees that the Lender may from time to time grant extensions of time to any such purchaser or party or person to whom the Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives all rights to privacy that Borrower may have with respect to such matters. Borrower also agrees that the Lender may from time to time grant extensions of time to any such purchaser or party or person to whom the Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives all rights to privacy that Borrower may have with respect to such matters. Borrower also agrees that the Lender may from time to time grant extensions of time to any such purchaser or party or person to whom the Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives all rights to privacy that Borrower may have with respect to such matters.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Maryland without regard to its conflict of law provisions. This Agreement has been accepted by Lender in the State of Maryland.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the county of Montgomery County, State of Maryland.

JURY WAIVER. LENDER AND BARROWER EACH HEREBY WAIVE ALL JURY TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER OR BARROWER MAY BE PARTIES, ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER IS MADE BY EACH BY JURY OF ALL CLAIMS AGAINST ALL PARTIES. THIS WAIVER IS KNOWNingly, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND BARROWER, AND LENDER AND BARROWER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION MAY BE MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BARROWER FURTHER AGREES THAT THIS WAIVER HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF BARROWER'S OWN FREE WILL, AND THAT BARROWER HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of any provision of this Agreement shall not prejudice or constitute a waiver of Lender's right to enforce the strict performance of any provision of this Agreement. A waiver by Borrower shall not operate as a waiver of any right of Borrower or any other party to this Agreement.
future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute a continuing consent to subsequent instances when such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notice. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, if hand delivered, or if delivered by telephone, unless otherwise required by law, when transmitted with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice in the other party, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If any court of competent jurisdiction finds any of this Agreement to be illegal, invalid, or unenforceable as to any circumstances, that finding shall not make the remaining provisions illegal, invalid, or unenforceable as to any other circumstances. If possible, the otherwise provision shall be considered modified so that it becomes legal, valid, and enforceable. If the otherwise provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the legality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall be binding on Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any Interest thereunder, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees and authorizes of any investigation made by Lender, at all such representations, warranties and covenants shall survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing during the term of the Loan, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, and until this Agreement shall be terminated in the manner provided above, whichever is the first to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement, unless specifically stated to the contrary, references to dollar amounts shall mean amounts in United States Dollars.

Absolute Purchasing Power. The Purchasing Power of the dollar at the time of delivery.

Adequate.Risk. A secured, collateral, or other form of security that is deemed adequate by Lender in its sole discretion.

Adequate Security. Adequate Security shall mean any of the following forms of security that are adequate in the sole discretion of Lender: (i) deposits, (ii) personal or real property collateral, (iii) purchase money indebtedness, (iv) commercial paper, (v) other forms of security that are acceptable to Lender in its sole discretion.

Affiliate. An "Affiliate" shall mean any person, firm, corporation, partnership, association, trust, or other entity (other than the Borrower) that controls, is controlled by, or is under common control with any other person, firm, corporation, partnership, association, trust, or other entity (other than the Borrower).

Amortization. The process of reducing the principal balance of a loan by regular payments over a specified period of time.

Appraiser. Any individual or entity engaged by Lender to perform an appraisal of property.

Bank. Any commercial bank.

Borrower. The party or parties to this Agreement that are obligated under this Agreement to repay the Loan. Borrower also includes all guarantors, if any.

Borrowing. A Borrowing shall include any advance or disbursement of funds under this Agreement for which Lender delivers a Loan Advance.

Business Day. Any day other than a Saturday, Sunday, or any day on which banks are closed in the city where Lender has its principal place of business.

Capitalized. Capitalized shall mean that the reserve is capital, and includes any gain or loss on the disposition of the asset.


Closing Date. The date on which all conditions precedent to the Closing are satisfied.

Closing Date. The date on which all conditions precedent to the Closing are satisfied.

Commercial Bank. Any commercial bank.

Commercial Paper. A commercial paper shall mean any negotiable instrument with a maturity of not more than 270 days, and which is issued by a commercial bank and is either a note or a draft on such bank.

Consent. The consent of Lender shall not be unreasonably withheld.

Conversion. The conversion of a note into a new note of the same or similar amount.

Deemed. Deemed shall mean that an event has occurred or an action has been taken, without any actual document or action being required.

Dollars. The word "Dollars" shall mean United States Dollars.

Domestic Depository Trustee. Any domestic depository trustee as defined by the United States Bankruptcy Code.

Encumbrance. Any lien, mortgage, pledge, security interest, or other encumbrance on property.

Environmental Laws. Any environmental laws as defined by the Environmental Protection Agency.

Event of Default. Any event that occurs under the terms of this Agreement, which, if not cured within thirty days, shall result in the acceleration of the Loan.

Excess. Any excess shall mean any proceeds from the sale of property in excess of the amount owed on the property.

Facility. Any facility shall mean any building, structure, or other facility owned or leased by the Borrower.

Federal Income Taxes. Any federal income taxes as defined by the Internal Revenue Code.

Financial Statements. Any financial statements as defined by the Borrower.

Financing Costs. Any financing costs as defined by the Borrower.

Flood Insurance. Any flood insurance as defined by the Federal Insurance Administration.

Flood Zone. Any flood zone as defined by the Federal Insurance Administration.

Freight. Any freight charges as defined by the Borrower.

Governing Law. Any governing law as defined by the Borrower.

Guarantee. Any guarantee as defined by the Borrower.

Hazardous Substance. Any hazardous substance as defined by the Environmental Protection Agency.

Indebtedness. Any indebtedness as defined by the Borrower.

Insurance. Any insurance as defined by the Borrower.

Interest Rate. The interest rate as defined by the Borrower.

Investment Grade. Any investment grade as defined by the Borrower.

Joint Venture. Any joint venture as defined by the Borrower.

Judgment. Any judgment as defined by the Borrower.

Lien. Any lien as defined by the Borrower.

Liquidity. Any liquidity as defined by the Borrower.

Loan. Any loan as defined by the Borrower.

Loss. Any loss as defined by the Borrower.

Mortgage. Any mortgage as defined by the Borrower.

Note. Any note as defined by the Borrower.

Permitted Liens. Any permitted liens as defined by the Borrower.

Permitted Use. Any permitted use as defined by the Borrower.

Performance. Any performance as defined by the Borrower.

Property. Any property as defined by the Borrower.

Purchaser. Any purchaser as defined by the Borrower.

Real Estate. Any real estate as defined by the Borrower.

Repayment. Any repayment as defined by the Borrower.

Release. Any release as defined by the Borrower.

Repurchase Agreement. Any repurchase agreement as defined by the Borrower.

Reserve. Any reserve as defined by the Borrower.

Right of First Refusal. Any right of first refusal as defined by the Borrower.

Security. Any security as defined by the Borrower.

Security Agreement. Any security agreement as defined by the Borrower.

Security Interest. Any security interest as defined by the Borrower.

Selling Expense. Any selling expense as defined by the Borrower.

Tax. Any tax as defined by the Borrower.

Title Insurance. Any title insurance as defined by the Borrower.

Uncertainties. Any uncertainties as defined by the Borrower.

Uncertified. Uncertified shall mean that the reserve is not capital, and includes any gain or loss on the disposition of the asset.

Unfunded. Unfunded shall mean that the reserve is not funded, and includes any gain or loss on the disposition of the asset.

Unsecured. Unsecured shall mean that the reserve is unsecured, and includes any gain or loss on the disposition of the asset.

Unsecured Debt. Any unsecured debt as defined by the Borrower.
with respect to the net value of Borrower's assets. It is expressly understood and agreed that any lien, claim of encumbrance on all or any portion of Borrower's right, title or interest in and to the public matching fund program or any matching fund entitlement thereunder, whether now existing or hereafter arising, shall not constitute a "Punitive Lien".

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel lien, factor's lien, equipment lease, conditional sale, lease receivables, lien or title retention contract, lease or consignment interest and any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED NOVEMBER 14, 2007.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT IT CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

[Signature]

[Name]

LENDER:

[Signature]

[Name]