



1311 Broadway Street · Alexandria, MN 56308
PH: 320-762-8400 · Fax: 320-762-8402
www.gogc.com · credit@gogc.com

Tuesday, April 27, 2021

Makersmiths Inc.
106 Royal St SW
Leesburg, VA 20175-2914

Dear Thomas Hill

Thank you for the opportunity to assist you on this agreement. Per your discussion with David Boike, attached are the documents for your signature. Please follow the below steps to ensure timely issuing of a purchase order to your Supplier(s).

STEPS FOR COMPLETION



First, **Print** the attached documents package.



Next, **Sign, Title, & Date** all documents where indicated.

- ❖ **Digital or stamped signatures cannot be accepted.**
- ❖ **Signature on documents must match signature on drivers' license.**



Black arrows indicate an area for completion by you or another signer.

White arrows indicate an area for completion by a third party.



Then, **Include** all additional required items:

- Color scanned image or photograph of each signers' entire valid drivers' license, including photo & signature.
- Copy of voided check for payment authorization (*see next page for additional details*)

The breakdown of the amount due at signing is as follows:

<i>Advance Payment</i>	<i>\$605.67</i>
<i>Security Deposit</i>	<i>\$605.67</i>
<i>Origination Fee</i>	<i>\$295.00</i>
TOTAL DUE	\$1,506.34



Lastly, **Email** scanned copy of completed documents once printed & signed and all additional required items to credit@gogc.com or fax immediately to (320)762-8402

Once I receive your document copies, I will be in touch with you to confirm receipt of the documents and go through the next steps and any necessary corrections.

A purchase order for your equipment will be submitted to the supplier(s) upon our receipt of correctly completed and legible scanned or faxed documents and any upfront monies due.

Allyson Radach from Pillar Insurance will also contact you to discuss insurance needs per the terms of your Agreement.

Should you have any questions, please feel free to contact me, and once again, thank you.

Sincerely,

Gabby Giannonatti
Documentation Specialist
Phone: (320) 759-3532
Email: gabby@gogc.com

AUTOMATIC PAYMENT AUTHORIZATION:

To expedite issuing of a purchase order to your supplier(s), include a copy of a voided check when faxing/emailing your documents and complete the below bank account information.

By completing the below upfront payment banking information, I (we) hereby authorize Geneva Capital, LLC to initiate an electronic withdrawal equal to **\$1,506.34** which will be debited from the account named below on next business day.

Bank Name BANK OF AMERICA **Account Type** Checking
("Checking" or "Savings")

Transit/ABA/ Routing # 051000017 **Account #** 435033883487
(9 digit #, lower left corner of check)

Additionally, I (we) hereby authorize Geneva Capital, LLC to initiate, on the future monthly date my (our) payment is due, ongoing debit entries equal to each scheduled payment plus any applicable taxes and other amounts due & to initiate, if necessary, credit entries & adjustments for any debit in error to my (our) account indicated above. Ongoing authorization given is to remain in full force and effect until Owner receives written notification of its termination in such time and manner as to afford Owner and the bank a reasonable opportunity to act on it. We understand that our withdrawal of this authority without the express consent of Owner shall constitute a default of this Agreement.

Company Name Makersmiths Inc.

Agreement # 75659



Authorized Signature



Date

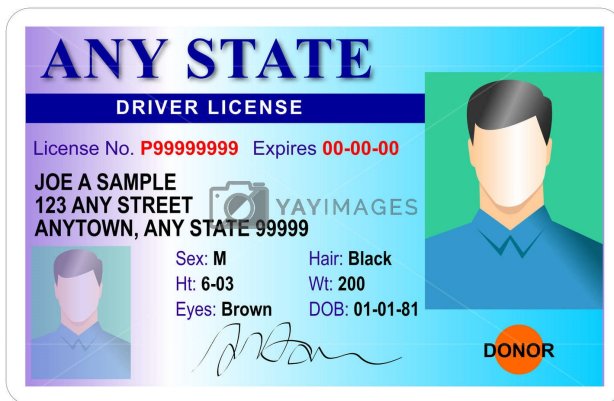
ABC BUSINESS 1036
1234 Park Avenue
Anytown, CA

PAY TO THE ORDER OF _____ \$ _____
DOLLARS

Anywhere Bank U.S.A.
MEMO: Lease #12345 Not Negotiable

133404567 1234561304 1036

Please remember to include a color scanned image or photograph of a valid drivers' license for all guarantors and/or signors.



Master Equipment Finance Agreement

Agreement # 75659
Federal Tax # 47-1939431

DEBTOR INFORMATION

FULL LEGAL NAME OF DEBTOR Makersmiths Inc.		STREET ADDRESS 106 Royal St SW	
CITY Leesburg	STATE VA	ZIP 20175-2914	PHONE (703) 501-3865
COLLATERAL LOCATION (IF DIFFERENT FROM ABOVE) 106 Royal St SW , Leesburg, VA 20175-2914			

SUPPLIER INFORMATION

NAME OF SUPPLIER Product Development Inc.	STREET ADDRESS 448 N Cedar Bluff Rd	CITY Knoxville	STATE TN	ZIP 37923-3612	PHONE (866) 862-1184
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ORIGINAL COLLATERAL COST: \$30,499.00

COLLATERAL DESCRIPTION

QUANTITY	ITEM DESCRIPTION	IDENTIFICATION #
11	Roland LEF2-200 VersaUV Printer 20" x 13"	
1	Roland LEF-200 RotaPrint - Rotary Unit (RPA-LEF20)	
1	Roland VT-200 Vacuum Table	
1	SOFA Air Filtration Unit for LEF-20-200 (BOFA-LEF20)	

AGREEMENT TERM

Term in months **60**

Commencement Date:

MONTHLY PAYMENT AMOUNT

60 Payments of **\$605.67 (w/o tax)** Plus applicable taxes

Payment Period is monthly unless otherwise indicated

SECURITY DEPOSIT

\$605.67

TERMS OF EQUIPMENT FINANCE AGREEMENT (This Agreement contains provisions set forth on page 2 and any supplements and/or addendums, all of which are made part of this Agreement)

1. SECURITY INTEREST. Debtor hereby pledges to Creditor a security interest under the Uniform Commercial Code in the above Collateral (collectively the "Collateral" and individually an "Item" or "Item of Collateral"). Such security interest is granted to secure performance by Debtor of its obligations hereunder and under any other present or future agreement with Creditor. Debtor shall insure that such security interest is and shall remain as the first lien security interest.

2. PAYMENTS. Debtor shall pay Creditor the above payments in the number of monthly installments in the amount indicated above. The initial installment payment shall be deemed due as of the Commencement Date indicated above. The term of this Agreement will begin on the Commencement Date and will continue from the first day of each payment period shown beginning after the first monthly payment period. If there is a default, any payment under this Agreement may be applied to Debtor's obligation to Creditor in such order as Creditor chooses. Debtor hereby agrees to pay to Creditor interim rent to the extent Debtor acquires possession of the Collateral or requests funds be disbursed to Supplier prior to the Commencement Date under the Agreement. The interim rent amount due shall be calculated by dividing the monthly payment by thirty (30) days and then multiplying said number by the total number of days the Collateral was delivered or the funding occurred prior to the Commencement Date. This amount shall be payable on the first monthly statement thereafter.

3. NO AGENCY. DEBTOR ACKNOWLEDGES THAT NO SUPPLIER OF AN ITEM OR INTERMEDIARY NOR ANY AGENT OF EITHER THEREOF IS AN AGENT OF CREDITOR AND FURTHER THAT NONE OF SUCH PARTIES IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT. NO REPRESENTATION AS TO ANY MATTER BY ANY SUCH PARTY SHALL BIND CREDITOR OR AFFECT DEBTOR'S DUTY TO PAY THE INSTALLMENT PAYMENTS AND PERFORM ITS OTHER OBLIGATIONS HEREUNDER.

4. NONCANCELABLE AGREEMENT; PREPAYMENT; NO OFFSET. THIS AGREEMENT IS NON CANCELABLE BY DEBTOR FOR ANY REASON WHATSOEVER. DEBTOR MAY PREPAY THIS INSTALLMENT PAYMENT ONLY IN ACCORDANCE HERewith. Provided no events of default have occurred, and at least thirty (30) regularly scheduled Payments have been paid, Creditor will allow for a simple interest payoff calculation on the remaining stream of payments if Debtor wishes to pay off early. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITH OUT OFFSET. (CONTINUE ON PAGE 2)

This Agreement is effective only upon execution by an authorized officer of Creditor following Debtor's execution hereof and upon execution Creditor shall fund the Original Collateral Cost.

CREDITOR ACCEPTANCE

DATED (MM/DD/YYYY): _____

CREDITOR: Geneva Capital, LLC
1311 Broadway St, Alexandria, MN 56308

AUTHORIZED SIGNATURE: _____

TITLE: _____

DEBTOR ACCEPTANCE

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement.

DATED (MM/DD/YYYY): _____

DEBTOR: Makersmiths Inc.

AUTHORIZED SIGNATURE: _____

TITLE: _____

5. FINANCING. THIS AGREEMENT IS SOLELY A FINANCING AGREEMENT. CREDITOR MAKES NO WARRANTY, REPRESENTATION, OR COVENANT, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THE EQUIPMENT IS MERCHANTABLE. DEBTOR SELECTED THE SUPPLIER AND EACH ITEM INCLUDED IN THIS AGREEMENT BASED UPON DEBTOR'S OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY CREDITOR. CREDITOR SHALL HAVE NO LIABILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT, FOR ANY DELAY OR FAILURE BY SUPPLIER(S) TO DELIVER AND INSTALL THE EQUIPMENT OR TO PERFORM ANY SERVICES, OR WITH RESPECT TO THE SELECTION, INSTALLATION, TESTING, PERFORMANCE, QUALITY, MAINTENANCE, OR SUPPORT OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF CREDITOR'S AND NO REPRESENTATION BY SUPPLIER SHALL IN ANY WAY AFFECT DEBTOR'S DUTY TO MAKE PAYMENTS AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

6. LOCATION; INSPECTION; USE. Debtor shall keep, or, as to an Item which is movable, permanently garage and not remove from the United States as appropriate, each Item of Collateral in Debtor's possession and control at the Collateral Location or at such other location to which such Item may have been moved with the prior written consent of Creditor. Upon request, Debtor shall advise Creditor as to the exact location of an item of Collateral. Creditor may inspect the Collateral during normal business hours and enter the premises where the Collateral may be located for such purposes. Each Item shall be used solely for commercial or business purposes and operated in a careful and proper manner and in compliance with all applicable governmental requirements, all requirements of insurance policies carried hereunder and all manufacturer's instructions and warranty requirements.

7. ALTERATIONS; SECURITY INTEREST COVERAGE. Without Creditor's prior written consent, Debtor shall not make any alterations, additions or improvements to an Item of Collateral which detract from its economic value or functional utility. All additions and improvements made to an Item shall be deemed accessions thereto, and shall not be removed if removal would impair the Item's economic value or function utility. Creditor's security interest shall cover all modifications, accessions, additions, to and replacements and substitutions for the Collateral. Debtor will not make any replacements or substitutions without Creditor's prior written consent.

8. MAINTENANCE. Debtor shall maintain the Collateral in good repair, condition and working order. Debtor shall cause all repairs required to maintain the Collateral in such condition to be made promptly by qualified parties. Debtor will cause each Item of Collateral for which a service contract is generally available to be covered by such a contract which provides coverage typical as to property of the type involved and is issued by a competent servicing entity.

9. LOSS AND DAMAGE. In the event of loss, theft destruction, or requisition of or damage to an Item of Collateral from any cause Debtor shall give Creditor prompt notice thereof and shall thereafter place the Item in good repair, condition and working order; provided, however, that if such Item is determined by Creditor to be lost, stolen, destroyed or damaged beyond repair or is repositioned or suffers a constructive total loss under an insurance policy carried hereunder Debtor shall pay Creditor the total of all unpaid payments for the full agreement term.

10. TITLING. If requested by Creditor, Debtor shall cause an Item of Collateral subject to title registration laws to be titled as directed by Creditor. Debtor shall advise Creditor promptly as to any necessary retitling. Debtor shall cause all documents of title to be furnished to Creditor within ten (10) days of the date of any titling effected by Debtor.

11. TAXES. Debtor shall when due pay and make filings with respect to all taxes, fees, including registrations, fines, penalties and other governmental assessments based on the ownership or use of the Collateral and shall pay as directed by Creditor or reimburse Creditor for all other governmental assessments (including gross receipts taxes but exclusive of Federal and State taxes based on Creditor's net income) related to amounts due hereunder, the Collateral or otherwise related hereto. Filings with respect to such other assessments shall, at Creditor's option, be made by Creditor or by Debtor as directed by Creditor.

12. INSURANCE & INDEMNITY. Debtor shall maintain and provide Creditor evidence satisfactory to Creditor of the maintenance of all risk insurance against loss of or damage to the Collateral for not less than the Original Collateral Cost thereof naming Creditor as Loss Payee. Such insurance shall be in a form and with companies approved by Creditor, shall provide at least thirty (30) days advance written notice to Creditor of material change or cancellation, shall provide full breach of warranty protection, if appropriate, and shall provide that the coverage is "primary". In the event of an assignment of this agreement of which Debtor receives notice, Debtor shall cause such insurance to provide the same protection to the assignee as its interests may appear. The proceeds of such insurance, at the option of the Creditor, shall be applied towards: (a) the repair or replacement of the appropriate Item or Items of Collateral; (b) the total of all unpaid payments for the full agreement term or; (c) payment of any other accrued obligations of Debtor hereunder. Any excess of such proceeds remaining shall belong to Debtor. Debtor shall provide Creditor with property damage coverage applicable to the Collateral in such amounts and in such forms as Creditor shall reasonably require. In the event the acceptable certificate is not received or later lapses, Debtor further authorizes Creditor to enroll Debtor in an equipment protection program through a third-party insurance provider and Debtor agrees to pay a monthly administrative surcharge to Creditor. Debtor shall indemnify, defend and hold Creditor harmless against any claim, action, liability or expense including attorneys' fees and court costs, incurred by Creditor related to this Agreement. While it is not anticipated that Creditor shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim.

13. CREDITOR'S PAYMENT, DEFAULT, & REMEDIES. If Debtor fails to perform any of its obligations hereunder, Creditor may perform such obligation, and Debtor shall: (a) reimburse Creditor the cost of such performance and; (b) pay Creditor the service charge contemplated in paragraph 17. Any of the following constitutes an event of default hereunder: (a) Debtor's failure to pay any amount hereunder when due; (b) Debtor's default in performing any other obligation hereunder or under any agreement between Debtor and Creditor; (c) death or judicial declaration of incompetency of Debtor, if an individual; (d) the filing by or against Debtor of a petition under the Bankruptcy Code or under any other insolvency law or law providing for the relief of debtors including, without limitation, a petition for reorganization, agreement or extension; (e) the making of an assignment of a substantial portion of its assets by Debtor for the benefit of creditors, appointment of a receiver or trustee for Debtor or for any Debtor's assets, institution by or against Debtor of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of Debtor, Debtor's cessation of active business affairs or the making by Debtor of a transfer of a material portion of Debtor's assets or inventory not in the ordinary course of business; (f) the occurrence of an event described in (c), (d) or (e) as to a guarantor of Debtor's obligations hereunder; (g) any misrepresentation of a material fact in connection herewith by or on behalf of Debtor; (h) Debtor's default under a lease or agreement providing financial accommodation with a third party or (i) Creditor shall in good faith deem itself insecure as a result of a material adverse change in Debtor's financial condition or otherwise. Upon the occurrence of an event of default Creditor shall have the rights and remedies of a secured party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted including Articles 2A and 9) and in connection therewith Creditor may; (a) declare all amounts hereunder due and payable without notice or demand to Debtor due and payable with respect to any or all Items of Collateral without notice or demand to Debtor; (b) take possession of Collateral without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (c) render the Collateral unusable including but not limited to by means of: elect not to renew time-out controls programmed within the Collateral; remotely disable the Collateral; instruct Supplier, manufacturer or others to withhold service on the Collateral; (d) require Debtor to assemble any or all Items of Collateral at a location in reasonable proximity to their designated location hereunder; (e) upon notice to Debtor required by law, sell or otherwise dispose of any Items of Collateral, whether or not in Creditor's possession, in a commercially reasonable manner at public or private sale at any place designated in such notice and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the obligations of Debtor hereunder with Debtor remaining liable for any deficiency and with any excess being returned to Debtor or; (f) utilize any other remedy available under the Uniform Commercial Code or otherwise to Creditor, whether under common law or equity. All remedies are cumulative. Any sale may be adjourned by announcement at the time and place appointed for such sale without further published notice, and Creditor may if permitted by law bid and become the purchaser at any such sale. You waive all rights under Article 2A Sections 508-522.

14. LITIGATION EXPENSES. Debtor shall pay Creditor its cost and expenses not offset as provided in paragraph 13. Debtor shall pay all attorneys' fees, court costs and other legal expenses incurred by Creditor in the enforcement of Creditor's rights under this Agreement, regardless of whether legal proceedings are, in fact, instituted. It is agreed that attorneys' fees shall be the greater of (a) thirty-five percent (35%) of the total amount determined to be due, or (b) such actual attorneys' fees as are reasonable.

15. ASSIGNMENT. Without the prior written consent of Creditor, Debtor shall not sell, lease, create or allow any lien other than Creditor's security interest against an Item of Collateral or assign any of Debtor's obligations hereunder. Debtor's obligations are not assignable by operation of law. Consent to any of the foregoing applies only in the given instance. Creditor may assign, pledge or otherwise transfer any of its rights hereunder without notice to Debtor. If Debtor is given notice of any such assignment, Debtor shall acknowledge receipt thereof in writing and shall thereafter pay any amounts due hereunder as directed in the notice. The rights of an assignee to amounts due hereunder shall be free of any claim or defense Debtor may have against Creditor, and Debtor agrees not to assert against an assignee any claim or defense which Debtor may have against Creditor. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, legatees' personal representatives, successors and assigns of the parties. **Debtor understands that this Agreement may be assigned to another entity by Creditor whose principal place of business may be in another state than Creditor.**

16. MARKINGS; PERSONAL PROPERTY. Debtor shall mark the Collateral or its location as requested by Creditor to indicate Creditor's security interest. As between the parties the Collateral shall at all times be deemed personal property. Debtor will provide Creditor any real property waivers requested by Creditor as to the real property where an Item of Collateral is or is to be located.

17. LATE PAYMENT. If any payment is not received by Creditor within 4 days of its due date, Debtor will pay Creditor: (a) a late charge of 15% of the payment which is late or \$25.00, whichever is greater, or if less, the maximum charge allowed by law; (b) amounts Creditor pays others in connection with the collection of the payment and; (c) interest on such unpaid amount from the date due until paid at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law. No more than a single charge under subparagraph (a) will be due in any given month.

18. ADDITIONAL DOCUMENTS. Debtor shall provide to Creditor such financing statements and similar documents as Creditor shall request. Debtor authorizes Creditor where permitted by law to make filings of such documents without Debtor's signature. Debtor further shall furnish Creditor: (a) a fiscal yearend financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of each fiscal year end; (b) such other information and documents not specifically mentioned herein relative to this Agreement as Creditor may request. Debtor shall reimburse Creditor for all search and filing fees incurred by Creditor related hereto. Debtor hereby authorizes Creditor to file UCC financing statements as Creditor deems necessary to protect Creditor's interest, and Creditor may charge a fee to cover related costs or at Creditor's discretion a non-filing protection fee.

19. NOTICES. Notices, if provided at Creditor's sole discretion, shall be in writing and sufficient if mailed to the party involved, United States mail first class postage prepaid, at its respective address set forth on page 1 or at such other address as such party may provide in writing in accordance herewith including electronic communications. Notice so given shall be effective when sent. Debtor shall promptly notify Creditor of any change in Debtor's address. Unless Debtor provides Creditor with written notice of non-acceptance of Equipment within ten (10) days of Supplier's delivery of the Equipment to Debtor, the Equipment shall be deemed to be fully accepted and the Agreement shall be fully valid and in force whether or not Debtor has executed a Delivery & Acceptance Certificate.

20. LAW. THIS AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN CREDITOR'S OR CREDITOR'S ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE STATE LAW IN ACCORDANCE WITH CREDITOR'S OR CREDITOR'S ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. DEBTOR EXPRESSLY CONSENTS TO JURISDICTION OF ANY STATE OR FEDERAL COURT IN CREDITOR'S STATE OR CREDITOR'S ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS OR ANY OTHER COURT SO CHOSEN BY CREDITOR. DEBTOR EXPRESSLY CONSENTS TO GOVERNING LAW, VENUE PROVIDED HEREIN AND EXPRESSLY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES DEBTOR MAY HAVE RELATED TO OR RELATING TO THIS AGREEMENT.

21. DEBTOR'S WARRANTIES. DEBTOR CERTIFIES AND WARRANTS: (a) the financial and other information which Debtor has submitted, or will submit, to Creditor in connection with this agreement is, or shall be at time of submission, true and complete; (b) this agreement has been duly authorized by Debtor and upon execution by Debtor shall constitute the legal, valid and binding obligation, contract and agreement of Debtor enforceable against Debtor in accordance with its terms; and (c) each showing provided by Debtor in connection herewith may be fully relied upon by Creditor non-withstanding any technical deficiency in attestation or otherwise. The person executing this agreement on behalf of Debtor warrants that person's due authority to do so. Debtor further warrants that each item of collateral shall at the time Creditor funds the total advance be allowed by Debtor free and clear of liens or encumbrances and be in good condition and working order.



AUTHORIZED SIGNATURE



DATE

RESOLUTION OF BOARD OF DIRECTORS

I, the undersigned, Officer of Makersmiths Inc., do hereby certify that the following is a true and correct copy of a resolution duly adopted at a regular / special (strike one) meeting of the Board of Directors of said corporation duly convened in accordance with the by-laws, on the date that this document was signed.

RESOLVED: That

Printed Name: _____ Title: _____ Signature: _____
Printed Name: _____ Title: _____ Signature: _____
Printed Name: _____ Title: _____ Signature: _____

Officers of this corporation, or any one of them, are hereby authorized for and on behalf of this corporation, to acquire equipment through an Equipment Finance Agreement from GENEVA CAPITAL, LLC or its assigns.

It is FURTHER RESOLVED: That any one of said officers is hereby authorized, from time to time, to execute and deliver to GENEVA CAPITAL, LLC or its assigns, for and on behalf of this corporation, and any Personal and /or Corporate Guarantors, all the necessary instruments evidencing or securing said finance agreements and the obligations thereunder, including notes, mortgages, security agreements, assignments, and other documents all upon such terms and conditions as such officer shall deem proper.

FURTHER RESOLVED: That the foregoing resolution shall remain in effect until written notice of amendment or rescission shall have been received by GENEVA CAPITAL, LLC or its assigns and that receipt of such notice shall not affect any action taken prior thereto.

I, the undersigned, do hereby certify that I am the duly elected and qualified Officer of Makersmiths Inc., a corporation organized and existing under and by the virtue of the laws of the state of Virginia; that the foregoing is a true and correct copy of a certain resolution duly adopted in accordance with law and the by-laws of said corporation, At a meeting of the Board of Directors of said Corporation convened and held at its office located at 106 Royal St SW , Leesburg, Virginia 20175-2914 a quorum was present, and that such resolutions are now in full force and effect, and are duly recorded in the minutes of said meeting.

IN WITNESS WHEREOF, I have affixed my name as Officer of said Corporation on (MM/DD/YYYY) _____

Officer Name (Print): _____
Officer Signature: _____


If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written agreement.



Sales Tax Exemption

Dear Geneva Capital Customer:

According to tax laws of your state, you *may* be eligible to claim an exemption from sales tax on your agreement according to the manufacturing exemption.

Attached is a copy of your state's Sales Tax Exemption form. Please fill out the form completely, legibly, and accurately in each section where a  symbol is present. When completed, return it to us with your documents.

We are obligated to collect sales tax on your payment if you are ineligible for the exemption or if the exemption form is not filled out completely, legibly, and accurately.

If you have any questions, please feel free to contact us.

Sincerely,

Geneva Capital, LLC



1311 Broadway Street | Alexandria, MN 56308
Phone 320-759-3578 | Fax 320-762-8402
credit@gogc.com | www.gogc.com

FORM ST-11

COMMONWEALTH OF VIRGINIA
SALES AND USE CERTIFICATE OF EXEMPTION

To Geneva Capital, LLC Date 4/27/2021

Address 1311 Broadway St Alexandria MN 56308

Information for supplier - A supplier is required to have only one Certificate of Exemption on file, properly executed by each purchaser buying tax exempt personal property under this Certificate.

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to the kinds and classes of tangible personal property shown in Items 1 through 11 below when purchased for the purposes specified.

The undersigned purchaser hereby certifies that all tangible personal property purchased or leased from the above-named supplier on and after this date will be purchased or leased for the purpose or purposes indicated below, unless otherwise specified on each order, and that this certificate shall remain in effect until revoked in writing by the Department of Taxation. Check the appropriate box below.

- 1. Industrial materials for future manufacturing...
2. Machinery or tools or repair parts therefor...
3. Items used directly in the drilling, extraction or processing of natural gas or oil...
4. Agricultural commodities or seafood purchased for the purpose of acquiring raw products...
5. Tangible personal property purchased for use or consumption directly and exclusively in basic research...
6. Certified pollution control equipment and facilities as defined in Va. Code § 58.1-3660...
7. Materials, containers, labels, sacks, cans, boxes, drums, or bags for packaging...
8. Equipment, materials, or supplies used directly in the production of a publication...
9. High speed electrostatic duplicators, or other duplicators which have a printing capacity...
10. Qualifying tangible personal property, when the preponderance of the property's use is in manufacturing...

Name of Purchaser Makersmiths Inc. Virginia Account No., if any

Trading as

Address 106 Royal St SW Leesburg Virginia 20175-2914

Kind of business engaged in by purchaser Manufacturing

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By Title

If the purchaser is a corporation, an officer of the corporation or other person authorized to sign on behalf of the corporation must sign; if a partnership, one partner must sign; if an unincorporated association, a member must sign; if a sole proprietorship, the proprietor must sign.

VA DEPT OF TAXATION 6201057 ST-11 REV11/16