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September 27, 2024

COPY

Mr. Joseph Elmaleh Fish
Andante, LLC / Concerto, LLC / Sonata, Inc.
PO Box 539
Stowe, VT 05672

RE: Real Estate Loan Agreements for Andante, LLC and Concerto, LLC

Dear Mr. Fish,

Our firm represents Union Bank (the "Bank") in connection with commercial loan financing in the amount of $2,036,250.00 by and between the Bank and your entities Andante, LLC and Concerto, LLC, as more fully set forth in loan documents executed on June 23, 2017.

Within the Loan Agreement dated June 23, 2017, Section 5.2 of the Affirmative Covenants requires certain financial reporting by Andante, LLC and Concerto, LLC, as follows:

> On an annual basis, Borrower will provide the Bank with (i) signed copies of its timely filed annual federal income tax returns within thirty (30) days of filing the returns, (ii) an internal balance sheet, income and cash flow statements within thirty (30) days of calendar year end, and (iii) a tenant listing along with respective rental rates within thirty (30) days of calendar year end. On a quarterly basis, Borrower will provide the Bank with an internally generated Profit and Loss statement and balance sheet within thirty (30) days of quarter end. Borrower will also provide annual federal income tax returns for all related entities in which they have a beneficial ownership interest. In all cases, the financial information furnished to the Bank shall be prepared in accordance with generally accepted accounting principles consistently applied.

The Bank is not obligated to send reminders to request this information, but nevertheless has done so with requests to Mr. Pall Spera (pursuant to a Management Service Agreement by and between Pall Spera Company Realtors, LLC and Andante, LLC and Concerto, LLC dated June 23, 2017) and Colleen Shepard delivered electronically on December 27, 2023, February 23, 2024, March 14, 2024 and August 18, 2024. This follows a similar issue that occurred in 2021 and 2022. To date, Andante, LLC and Concerto, LLC has not provided the required 2023 and 2024 financial information.

Under the Section 8 of the Loan Agreement, the failure to provide required financial information can constitute a default of the Loan Agreement and numerous remedies are available to the Bank pursuant to Section 9 therein. The Bank wishes to work in partnership with Andante, LLC and Concerto, LLC to ensure success for all parties, but this continued failure to comply with the terms of the Loan Agreement cannot continue. The Bank is required to maintain current files by federal lending regulators and the Bank must obtain these overdue financial reports. If the financial information cannot be provided, the Bank will have no other choice than to exercise remedies set forth under Section 9 of the Loan Agreement, which include, but are not limited to, an increased interest rate and adding all collections costs, including attorney fees, to the debt owed under the Loan Agreement.

Please provide the Bank with the outstanding 2023 and 2024 financial reports required under the Loan Agreement by no later than October 31, 2024. If there is a reason that the required financial information cannot be provided, please contact the Bank immediately to discuss the issue and how it can be resolved. Please feel free to contact me or Heather Campbell at the Bank (802-878-7909 or hcampbell@ublocal.com) to discuss this matter further. Thank you in advance for your anticipated prompt cooperation with this request.

Very truly yours,

Jonathan M. Stebbins, Esq.

CC: Paul Spera
Jon R. Eggleston, Esq.
Heather Campbell