

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

VINAY GUDENA
7711 Briardenn Drive
Summerfield, NC 27358

-and-

LAKSHMI C. NAMBALLA
7711 Briardenn Drive
Summerfield, NC 27358

-and-

VIVEKANANDA GUDENA
7711 Briardenn Drive
Summerfield, NC 27358

PLAINTIFFS,

v.

CASE NUMBER:

**DAB INSPECTION AND CONSULTING
SERVICES, LLC**

Babu Ramaraj, Registered Agent
42887 Edgegrove Heights Terrace
Ashburn, VA 20148

-and-

BABU RAMARAJ
42887 Edgegrove Heights Terrace
Ashburn, VA 20148

-and-

VIJAYALAKSHMI MURUGESAN
42887 Edgegrove Heights Terrace
Ashburn, VA 20148

DEFENDANTS.

COMPLAINT

Pursuant to Fed. R. Civ. P. 3, Plaintiffs Vinay Gudena, Lakshmi C. Namballa, and Vivekananda Gudena (collectively, the “Gudena Family”) respectfully file this Complaint against Defendants DAB Inspection and Consulting Services, LLC, Babu Ramaraj, and Vijayalakshmi Murugesan (collectively, the “Defendants”). In support, the Gudena Family states:

INTRODUCTION

1. Defendants defrauded the Gudena Family into loaning Defendants approximately \$400,000 from July 2022 through July 2023 for DAB Inspection, an alleged government contractor. DAB Inspection turned out to be a sham business.

2. In the summer of 2022, Defendant Ramaraj embarked on a tour to raise money from professionals in the Indian-American community for he and his wife’s sham business. Defendant Ramaraj did not pitch the business to experienced government contractors or attorneys, but instead set his sights on those that were unfamiliar with the government contracting process.

3. Plaintiff Dr. Gudena is an oncologist in Greensboro, North Carolina. He was inexperienced with the government contracting business. Together with Dr. Gudena’s wife, Ms. Namballa, and his brother, Vivek, Defendants found their perfect targets.

4. Defendants fabricated that the Commonwealth of Virginia, U.S. Army Corp of Engineers, and other government agencies require down payments or deposits from contractors before awarding government contracts.

5. Defendant Ramaraj touted his experience, how having his wife’s name on the business would give DAB Inspection an advantage as a woman-owned company, and how the money used for down payments was essentially refundable and secure. The Gudena Family was also told that DAB Inspection had a fleet of vehicles, quality control equipment, and over 200

employees to induce the Gudena Family to loan \$400,000 to DAB Inspection. Defendant Ramaraj knew his statements were false when made.

6. On or around August 10, 2022, Defendant Ramaraj also advised that SAMS.gov would not have a record of DAB Inspection's government contracts. Defendants emphasized that this lack of records was standard, DAB Inspection's contracts were real, and that DAB Inspection was being awarded more work than it could handle. Again, Defendants knew their statements were false when made.

7. Reasonably relying on Defendant Ramaraj misrepresentations, the Gudena Family loaned \$400,000 to Defendants under three promissory notes. Defendants have breached these contracts. And upon information and belief, Defendants are planning to transfer the Gudena Family's funds to India.

8. Defendants' misrepresentations continued after the Gudena Family agreed to the first of three promissory notes. To induce the Gudena Family to loan even more money to DAB Inspection, on or around April 4, 2023, the Gudena Family was told that Defendant DAB Inspection had been awarded an \$83 million project. For the \$83 million project, DAB Inspection apparently needed to raise an additional \$3 million, and on or around April 10, 2023, Defendant DAB Inspection stated that it had received overwhelming response from lenders and investors, that the project was oversubscribed, and that DAB Inspection was in line for another \$60 million project.

9. Despite these representations of present facts as to DAB Inspection's financial strength, and multiple other reassurances from Defendant Ramaraj that payments to the Gudena Family were "processed" or that he has "initiated the wire today," the Gudena Family remains unpaid.

10. The Gudena Family is entitled to full repayment under the three promissory notes as detailed herein, their attorneys' fees and costs pursuant to the terms of the promissory notes and Prospect Dev. Co. v. Bershader, 258 Va. 75 (1999), an injunction stopping Defendants from transferring funds internationally during the pendency of this litigation, and such other relief as the Court deems just.

PARTIES

11. Plaintiff Vinay Gudena ("Dr. Gudena") is a North Carolina resident.

12. Plaintiff Lakshmi C. Namballa ("Ms. Namballa") is a North Carolina resident, and Dr. Gudena's wife.

13. Plaintiff Vivekananda Gudena ("Vivek") is a US citizen living in India, and Dr. Gudena's brother.

14. Defendant DAB Inspection and Consulting Services, LLC ("DAB Inspection") is a Virginia limited liability company with its principal office in Ashburn, Virginia.

15. Defendant Babu Ramaraj ("Mr. Ramaraj") is a Virginia resident, and upon information, an owner of DAB Inspection. Mr. Ramaraj is jointly and severally liable for payments under all of the promissory notes at issue.

16. Defendant Vijayalakshmi Murugesan ("Ms. Murugesan") is a Virginia resident, and upon information, an owner of DAB Inspection. Ms. Murugesan is jointly and severally liable for payments under the Gudena Note.

JURISDICTION

17. Pursuant to 28 U.S.C. § 1332(a), the Court has subject matter jurisdiction over this action because the parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

18. This Court has personal jurisdiction over Defendants because they are Virginia residents and have caused injury in this district by their acts and omissions. In addition, Defendants agreed to this Court's jurisdiction in the promissory notes.

19. Pursuant to 28 U.S.C. § 1391(b), the Court is the proper venue because a substantial part of the events or omissions giving rise to the claims against Defendants occurred in this district. Defendants also live in the district and waived all challenges to venue in the promissory notes.

FACTS

20. In July 2022, Defendant Ramaraj solicited funds for DAB Inspection by pitching the story that DAB Inspection needed funds for down payments on government contracts. Defendant Ramaraj stated that traditional banks were charging exorbitant interest to fund such down payments, and that this was a slam dunk opportunity for alternative, friendlier lenders among the Indian-American community.

21. From July 10, 2022, through August 3, 2022, Defendant Ramaraj and DAB Inspection told the Gudena Family that these deposits were standard practice, and essentially refundable and secure.

22. Defendant Ramaraj emphasized his experience with the contracting process in Virginia and stated that the inclusion of Defendant Murugesan in the business, even if in name only, would qualify Defendant DAB Inspection as a woman-owned company privy to certain set aside opportunities.

23. With Defendant Ramaraj's knowledge and consent, the Gudena Family was told over WhatsApp that DAB Inspection had a fleet of vehicles, quality control equipment, and over 200 employees.

24. Defendant Ramaraj also blocked the Gudena Family's due diligence by assuring them that SAMS.gov did not have a record of DAB Inspection's contracts. Defendant Ramaraj held himself out as an experienced government contractor. The Gudena Family justifiably relied on these representations.

25. At the time Defendant Ramaraj misrepresented the foregoing, he knew that the government did not require substantial down payments or deposits from government contracting businesses such as DAB Inspection. He also knew that Defendant Murugesan's name on the business, without her actually controlling the business, would not lead to set aside contracts.

26. Through the course of the parties' relationship, Defendants further misrepresented that payments on the promissory notes were already processed or wired to the Gudena Family. For example, from October 14-November 3, 2023, in response to Vivek's inquiries about payments, Defendant Ramaraj stated the payments "went in batches" and confirmed that payments were "processed." On or around November 17, 2023, Defendant Ramraj stated that he "initiated the wire." These statements concerned past and present facts and Defendant Ramaraj knew they were false when made.

27. Defendant Ramaraj continued misrepresentations were material to Dr. Gudena, Ms. Namballa, and Vivek's decision to invest. The Gudena Family reasonably believed, given Defendant Ramaraj's credentials and alleged experience with government contracting, that their money would be used for government required deposits that were refundable. But for Defendant Ramaraj series of misrepresentations, Dr. Gudena, Ms. Namballa, and Vivek would not have lent any money to Defendants.

THE GUDENA NOTE - \$200,000

28. Reasonably relying on Defendant Ramaraj's misrepresentations, Dr. Gudena and his brother, Vivek, lent \$200,000 to Defendants. See Ex. 1, Promissory Note, dated July 31, 2022, (the "Gudena Note").

29. For the Gudena Note, in addition to the principal sum, Defendants agreed to pay total interest in the amount of \$145,998 through monthly interest payments of \$8,111 beginning on October 30, 2022, and due on the 30th day of each succeeding month.

30. Defendants agreed that all payments made pursuant to the Gudena Note applied first to the payment of interest.

31. From October 30, 2022, through October 16, 2023, Defendants made interest payments totaling approximately \$97,329. As of October 2023, Defendants stopped paying interest, and have failed to pay any sums for the principal amounts due under the Gudena Note. This is an Event of Default pursuant to § 7 of the Gudena Note.

32. Pursuant to § 8 of the Gudena Note, all amounts payable thereunder are accelerated and immediately due following Defendants' breach.

33. The balance outstanding and due under the Gudena Note is \$248,669.

34. Defendants DAB Inspection, Ramaraj, and Murugesan are jointly and severally liable under the Gudena Note.

35. Pursuant to § 10 of the Gudena Note, Defendants also agreed to pay all reasonable costs and expenses incurred in connection with collection and enforcement of the Gudena Note, including without limitation, reasonable attorney's fees, expenses, and court costs.

THE NAMBALLA NOTE - \$100,000

36. Presumably using money raised from others instead of profits generated by Defendant DAB Inspection, Defendants made some periodic payments of interest under the Gudena Note and manufactured a sense of security for the Gudena Family.

37. Continuing to flat-out misrepresent their alleged need for funds to pay deposits to the government as part of the government contract bidding process, Defendants sought even more money from the Gudena Family.

38. Reasonably relying on Defendant Ramaraj's earlier misrepresentations, continued misrepresentations, continued efforts to hide Defendants' misuse of the previously solicited funds, and continued assurances that downpayments and deposits with the government were essentially refundable and secure, Ms. Namballa and Vivek lent an additional \$200,000 to Defendants. See Ex. 2, Promissory Note, dated July 17, 2023, (the "Namballa Note") and Ex. 3, Promissory Note, dated July 3, 2023, (the "Vivek Note").

39. For the Namballa Note, in addition to the principal sum, Defendants DAB Inspection and Ramaraj agreed to pay total interest in the amount of \$72,000 through monthly \$3,000 beginning on September 15, 2023, and due on the 30th day of each succeeding month.

40. Defendants DAB Inspection and Ramaraj agreed that all payments made pursuant to the Namballa Note applied first to the payment of interest.

41. To date, Defendants have made a single interest payment of \$3,000 only. Defendants have failed to pay any other sums for the amounts due under the Namballa Note whatsoever. This is an Event of Default pursuant to § 8 of the Namballa Note.

42. Pursuant to § 9 of the Namballa Note, all amounts payable thereunder are accelerated and immediately due following Defendant DAB Inspection and Ramaraj's breach.

43. The balance outstanding and due under the Namballa Note is \$169,000.

44. Defendants DAB Inspection and Ramaraj are jointly and severally liable under the Namballa Note.

THE VIVEK NOTE - \$100,000

45. Similarly, for the Vivek Note, in addition to the principal sum, Defendants DAB Inspection and Ramaraj agreed to pay total interest in the amount of \$72,000 through monthly interest payments of \$3,000 beginning on September 15, 2023, and due on the 30th day of each succeeding month.

46. Defendants DAB Inspection and Ramaraj agreed that all payments made pursuant to the Vivek Note applied first to the payment of interest.

47. From September 15, 2023, through November 17, 2023, Defendants made interest payments totaling approximately \$6,000. As of November 2023, the Defendants have failed to pay any further sums for the amounts due under the Vivek Note. This is an Event of Default pursuant to § 8 of the Vivek Note.

48. Pursuant to § 9 of the Vivek Note, all amounts payable thereunder are accelerated and immediately due following Defendant DAB Inspection and Ramaraj's breach.

49. The balance outstanding and due under the Vivek Note is \$166,000.

50. Defendants DAB Inspection and Ramaraj are jointly and severally liable under the Vivek Note.

51. It has been over 6 months since Defendants paid anything towards the Gudena, Namballa or Vivek Notes.

52. Pursuant to § 8 of the Gudena Note, § 9 of the Namballa Note, and § 9 of the Vivek Note, Plaintiffs sent written notice to Defendants that their payments were past due on or around

February 12, 2024. See Ex. 4, Notice of Default. Defendants failed to respond, and no payments or efforts to cure have been made since the written notice.

53. Dr. Gudena, Ms. Namballa, and Vivek all tendered funds to Defendants pursuant to the promissory notes, and all conditions precedent for collection and enforcement are satisfied. All have suffered damages due to the Defendants' breach of contract and Defendant Ramaraj's fraud.

FIRST CLAIM FOR RELIEF

Breach of Contract

(Gudena Note – Defendants DAB Inspection, Ramaraj, and Murugesan)

54. Plaintiffs incorporate all paragraphs of the Complaint as though fully set forth herein.

55. The Gudena Note is a binding contract to which Defendants DAB Inspection, Ramaraj, Murugesan are parties.

56. The Defendants made and agreed to the terms of the Gudena Note as of July 31, 2022.

57. Defendants breached the terms of the Gudena Note through their nonpayment. Of the \$200,000 in principal and \$145,998 of interest due under the Gudena Note, Defendants have failed to pay \$248,669.

58. Plaintiffs are entitled to all sums due and payable under the Gudena Note. Plaintiffs are also entitled to costs of collection and enforcement, including but not limited to reasonably attorneys' fees, expenses and court costs pursuant to § 10 of the Gudena Note.

59. Defendants' breaches of the Gudena Note have caused damage to Dr. Gudena and Vivek.

SECOND CLAIM FOR RELIEF

Breach of Contract

(Namballa Note – Defendants DAB Inspection and Ramaraj)

60. Plaintiffs incorporate all paragraphs of the Complaint as though fully set forth herein.

61. The Namballa Note is a binding contract to which Defendants DAB Inspection and Ramaraj are parties.

62. Defendants DAB Inspection and Ramaraj made and agreed to the terms of the Namballa Note as of July 17, 2023.

63. Defendants DAB Inspection and Ramaraj breached the terms of the Namballa Note through their nonpayment. Of the \$100,000 in principal and \$72,000 of interest due under the Namballa Note, Defendants DAB Inspection and Ramaraj have failed to pay \$169,000.

64. Plaintiffs are entitled to all sums due and payable under the Namballa Note.

65. Defendants DAB Inspection and Ramaraj's breaches of the Namballa Note have caused damage to Ms. Namballa.

THIRD CLAIM FOR RELIEF

Breach of Contract

(Vivek Note – Defendants DAB Inspection and Ramaraj)

66. Plaintiffs incorporate all paragraphs of the Complaint as though fully set forth herein.

67. The Vivek Note is a binding contract to which Defendants DAB Inspection and Ramaraj are parties.

68. Defendants DAB Inspection and Ramaraj made and agreed to the terms of the Namballa Note as of July 3, 2023.

69. Defendants DAB Inspection and Ramaraj breached the terms of the Vivek Note through their nonpayment. Of the \$100,000 in principal and \$72,000 of interest due under the Vivek Note, Defendants DAB Inspection and Ramaraj have failed to pay \$166,000.

70. Plaintiffs are entitled to all sums due and payable under the Vivek Note.

71. Defendants DAB Inspection and Ramaraj's breaches of the Vivek Note have caused damage to Vivek.

FOURTH CLAIM FOR RELIEF

FRAUD (Defendant Ramaraj)

72. Plaintiffs incorporate all paragraphs of the Complaint as though fully set forth herein.

73. Defendant Ramaraj fraudulently induced Dr. Gudena, Ms. Namballa, and Vivek to lend \$400,000 to Mr. Ramaraj, Ms. Murugesan, and DAB Inspection in July 2022 and July 2023. Defendant Ramaraj acted for his own individual benefit.

74. As set forth in detail above, Defendant Ramaraj knowingly and intentionally made a series of false representations of material facts to the Gudena Family with the intent to mislead each of them, individually, including about the use of their funds, DAB Inspection's financial health, DAB Inspection's ability to secure contracts as a woman-owned business, and the security of DAB Inspection's downpayments to the government.

75. During his initial conversations with Dr. Gudena and Vivek, prior to any loans, Defendant Ramaraj willfully misrepresented that government agencies required deposits or downpayments from government contractors in the bidding process. Allegedly, Defendant DAB Inspection needed funds to pay these deposits.

76. During WhatsApp conversations from July 10, 2022 through August 3, 2022, Defendant Ramaraj assured Dr. Gudena and Vivek that such deposits were standard, refundable, and secure. In these conversations, the Gudena Family was misled as to the nature and quantity of Defendant DAB Inspection's assets, including the results of an audit and the number of DAB Inspection's employees. Defendant Ramaraj wanted the company to appear solvent and established.

77. Defendant Ramaraj, on or around August 10, 2022, also blocked the Gudena Family's due diligence efforts by assuring them that SAMS.gov did not have a record of DAB Inspection's contracts and that such lack of records was standard.

78. Defendant Ramaraj continued to misrepresent past and present facts about DAB Inspection to Vivek by stating that payments had been processed or that he had initiated wires on or around November 17, 2023. He also continued to misrepresent past and present facts about DAB Inspection financial condition, for example that it had too many interested lenders as of April 10, 2023, to induce additional investment from the Gudena Family.

79. Defendant Ramaraj knew or should have known that his statements were false at the time they were made.

80. Upon information and belief, government agencies do not require deposits from contractors, the Gudena Family's funds were not used for such deposits, DAB Inspection was a much smaller, less established company than the Gudena Family were led to believe, and DAB Inspection did not have the assets it claimed.

81. Defendant Ramaraj misrepresented facts that were material to Dr. Gudena, Ms. Namballa, and Vivek's decision to lend Defendants \$400,000.

82. But for Defendants Ramaraj's material misrepresentations, Dr. Gudena, Ms. Namballa and Vivek would not have lent Defendants any money.

83. Defendant Ramaraj's fraud has caused damage to Dr. Gudena, Ms. Namballa, and Vivek in the amount of at least \$400,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment and relief against Defendants as follows:

- a. An award of compensatory damages in the amount of \$248,669 plus interest against Defendants, jointly and severally, in favor of Dr. Vinay Gudena and Vivek Gudena, in addition to costs of collection and enforcement, including but not limited to reasonably attorneys' fees, expenses and court costs pursuant to § 10 of the Gudena Note;
- b. An award of compensatory damages in the amount of \$169,000 plus interest against Defendants DAB Inspection and Ramaraj, jointly and severally, in favor of Lakshmi C. Namballa;
- c. An award of compensatory damages in the amount of \$166,000 against Defendants DAB Inspection and Ramaraj, jointly and severally, in favor of Vivek Gudena;
- d. An award of compensatory damages in the amount of \$400,000 against Defendant Ramaraj, and an award of punitive damages to be shown at trial in connection with Plaintiffs' Fourth Claim of Relief for Fraud against Defendant Ramaraj, including reasonably attorneys' fees and expenses pursuant to Prospect Dev. Co. v. Bershader, 258 Va. 75 (1999); and
- e. Any other relief the Court deems just and appropriate.

Dated: May 1, 2024

Respectfully Submitted,

**Dr. Vinay Gudena,
Ms. Lakshmi C. Namballa, and
Mr. Vivekananda Gudena**

By Counsel

/s/ George R.A. Doumar

George R.A. Doumar, VSB No. 26490

Raj H. Patel, VSB No. 87893

Doumar Martin PLLC

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Arlington, Virginia 22209

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Exhibit 1 | Gudena Note, dated July 31, 2022

**PROMISSORY
NOTE**

THIS PROMISSORY NOTE (this "Note") is made as of July 31, 2022 (the "Effective Date"), by **Babu Ramaraj**, Vijayalakshmi Murugesan, and **DAB Inspection and Consulting Services, LLC**, a Virginia limited liability company in favor of **Vinay Gudena** (██████████) and **Vivekananda Gudena** (██████████), their successors and assigns. Babu Ramaraj, Vijayalakshmi Murugesan and DAB Inspection and Consulting Services, LLC will be liable jointly and severally.

FOR VALUE RECEIVED, Babu Ramaraj and DAB Inspection and Consulting Services, LLC (collectively, the "Borrower"), promises to pay to the order of Vijay Gudena and Vivekananda Gudena, their successors and assigns (the "Lender") without offset, by wire transfer, direct deposit or electronic payment of funds to a bank account as Lender shall designate in writing, the principal amount \$200,000.00 (Dollars Two-Hundred Thousand only (the "Principal Sum"), together with interest on the principal amount in United States Dollars ("USD"). If Borrower consists of more than one person, their liability shall be joint and several, and the compromise of any claim with, or the release of, any Borrower shall not constitute a compromise with, or a release of, any other Borrower.

1. Interest.

Interest shall accrue and be payable on the unpaid Principal Sum from the Effective Date until April 30, 2024, (whether by acceleration, declaration, extension or otherwise). The total interest amount is \$145,998.00 (One Hundred and Forty-Five Thousand Nine Hundred and Ninety-Eight Dollars USD, "Interest").

2. Interest Payments and Maturity.

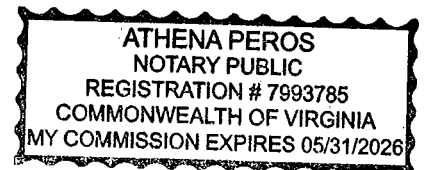
The monthly interest payments of \$8,111.00 (Eight Thousand One Hundred and Eleven USD) shall begin on October 30, 2022 and shall continue on the 30th day of each succeeding calendar month (each monthly interest payment, "Interest Payment").

The unpaid Principal Sum, together with Interest, shall be payable as follows:

- a. Unless sooner paid, the unpaid Principal Sum, together with Interest accrued and unpaid thereon (if any), shall be due and payable in full on April 30, 2024 (the "Maturity Date").
- b. Interest Payments shall be due on the 30th day of each calendar month from October 2022 to Mar 2024.

3. Account Records.

Lender shall maintain records of the dates and amounts of advances of the Principal Sum and Interest Payments, the date to which Interest Payments have been paid, the unpaid Principal Sum, pay-off date and any other account information. Such records shall be maintained unilaterally by Lender without notice to Borrower and shall be presumed to be correct.



Athena Peros

4. Application and Place of Payments.

All payments made on account of this Note shall be applied first to the payment of accrued and unpaid Interest Payments then due hereunder, and the remainder, if any, shall be applied to the unpaid Principal Sum. For the avoidance of doubt, no late charges shall be due hereunder. All payments on account of this Note shall be paid by wire transfer, direct deposit or electronic funds transfer of lawful money of the United States of America in immediately available funds to the account designated by Lender.

5. Prepayment.

Borrower may prepay the Principal Sum in whole or in part to Lender before its Maturity Date without premium or penalty ("Prepayment"). If Borrower makes a Prepayment, Borrower will notify Lender in writing to apply such payment as Prepayment to reduce the Principal Sum.

6. Other Loan Documents.

The term "Loan Documents" as used in this Note shall mean collectively this Note and any other instrument, agreement, or document previously, simultaneously, or hereafter executed and delivered by Borrower and/or any other person, singularly or jointly with any other person, evidencing, securing, guaranteeing, or in connection with the Principal Sum.

7. Events of Default.

The occurrence of any one or more of the following events shall constitute an event of default (individually, an "Event of Default") under the terms of this Note:

- a) The failure of Borrower to pay to Lender when due any and all amounts payable by Borrower to Lender under the terms of this Note, and/or any of the other Loan Documents; or
- b) The occurrence of an Event of Default under the terms and conditions of any of the Loan Documents.

8. Remedies; Cure.

Upon the occurrence of an Event of Default, at the sole option of Lender, all amounts payable by Borrower to Lender under the terms of this Note shall immediately become due and payable by Borrower to Lender without notice to Borrower or any other person, and Lender shall have all of the rights, powers, and remedies available under the terms of this Note or any of the other Loan Documents and all applicable laws.

Notwithstanding the foregoing, Lender shall send Borrower a written notice that payment is past due, and Borrower has thirty (30) days to cure such

Event of Default. No late payment shall be due. If Borrower makes payment within such thirty (30) day cure period, this Note shall continue in full force and effect. Borrower and all endorsers, guarantors, and other parties who may now or in the future be primarily or secondarily liable for the payment of the indebtedness evidenced by this Note hereby severally waive presentment, protest and demand, notice of protest, notice of demand and of dishonor and nonpayment of this Note.

9. Confessed Judgment.

- a) Lender hereby appoints their designated attorney, Lender's duly constituted attorney-in-fact to confess judgment against Borrower pursuant to the provisions hereof and of Va. Code Ann. § 8.01-432, which judgment shall be confessed in the Clerk's Office of the Circuit Court of Fairfax County, Virginia. A substitute attorney-in-fact may be appointed by the Lender, his successors and/or assigns, or by persons otherwise entitled to payment under the Note solely upon written notice to Borrower. Furthermore, upon Lender's request, Borrower shall agree to the designation of any additional circuit courts in the Commonwealth of Virginia in which judgment may be confessed against Borrower.
- b) Upon the occurrence of an Event of Default, Lender hereby authorizes the above designated attorney-in-fact or any successor named therefor to confess judgment against Borrower for the amount of the unpaid Loan, all Interest Payments accrued and unpaid thereon, and all other amounts payable by Borrower to Lender under the terms of this Note or any of the other Loan Documents, together with court costs and reasonable attorney's fees; provided, however, Borrower shall have thirty (30) days to cure a late payment as set forth in Section 8. Borrower hereby releases, to the extent permitted by applicable law, all errors and all rights of exemption, appeal, stay of execution, inquisition, and other rights to which Borrower may otherwise be entitled under the laws of the United States of America or of any state or possession of the United States of America now in force or which may hereafter be enacted. The authority and power to appear for and enter judgment against 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 may be exercised on one or more occasions or from time to time as often as Lender shall deem necessary or desirable, for all of which this Note shall be a sufficient warrant.
- c) Borrower represents and warrants that the obligations evidenced by this Note were not incurred for personal, family or household purposes and were instead incurred for business purposes, and Borrower shall not, by way of defense or otherwise, avail himself of any statutory or case law relating to usury or compounding of interest, to avoid or defeat the payment of Interest, or any other sum, in connection with this loan made to a person for business or investment purposes since the initial amount of the loan is \$5,000 or more.

10. Enforcement Expenses.

Borrower promises to pay to Lender on demand by Lender all reasonable costs and expenses incurred by Lender in connection with the collection and enforcement of this Note, including, without limitation, reasonable attorney's fees and expenses and all court costs.

11. Notices.

Any notice, request, or demand to or upon Borrower or Lender shall be deemed to have been properly given or made when delivered via first class mail to:

Borrower at 44331 Mercure Circle, Suite 100C, Dulles, VA 20166,

Lenders at 7711 Briardenn Drive, Summerfield, NC 27358.

12. Miscellaneous.

Each right, power, and remedy of Lender as provided for in this Note, or any of the other Loan Documents, or now or hereafter existing under any applicable law or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note, any of the other Loan Documents or now or hereafter existing under any applicable law. No failure or delay by Lender to insist upon the strict performance of any term, condition, covenant, or agreement of this Note, or any of the other Loan Documents, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude Lender from exercising any such right, power, or remedy at a later time or times. By accepting payment after the due date of any amount payable under the terms of this Note, Lender shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under the terms of this Note or to declare an Event of Default for the failure to affect such prompt payment of any such other amount. No course of dealing or conduct shall be effective to amend, modify, waive, release, or change any provisions of this Note.

13. Severability.

In the event any provision of this Note (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal, or unenforceable.

14. Insurance.

Borrower shall maintain the following insurance and shall provide Lender with proof of coverage upon request. In the event of any lapse or change in coverage, Borrower shall promptly notify Lender in writing.

- a) Business liability insurance for DAB Inspection and Consulting in the amount of \$3,000,000 per occurrence and \$6,000,000 in the aggregate; and
- b) Life insurance for Babu Ramaraj in the amount of \$7,000,000.

15. Termination.

Upon payment in full of the Principal Sum and Interest due and owing under this Note and the performance of all obligations set forth herein, this Note shall terminate and be of no further force and effect.

16. Captions; Plural.

The captions herein set forth are for convenience only and shall not be deemed to define, limit, or describe the scope or intent of this Note. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

17. Applicable Law.

Borrower acknowledges and agrees that this Note shall be governed by the laws of the Commonwealth of Virginia, even though for the convenience and at the request of Borrower, this Note may be executed elsewhere.

18. Consent to Jurisdiction.

Borrower irrevocably submits to the jurisdiction of any state or federal court sitting in the Commonwealth of Virginia over any suit, action, or proceeding arising out of or relating to this Note, or any of the other Loan Documents. Borrower irrevocably waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in 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. Final 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 court in which Borrower is subject to jurisdiction by a suit upon such judgment, provided that service of process is affected upon Borrower as provided in this Note or as otherwise permitted by applicable law.

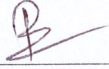
19. Integration.

There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

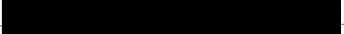
[Remainder of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Note as of the Effective Date.

BABU RAMARAJ



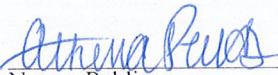
Address: 42887 Edgegrove Hts Ter
Ashburn, VA 20148

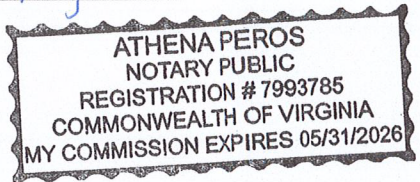
SSN: 

STATE OF Virginia at-
large. COUNTY OF Loudon to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 12th day of August, 2022.

 (SEAL)
Notary Public:
My commission expires:
Registration #:



DAB INSPECTION AND CONSULTING SERVICES, LLC. a Virginia limited liability company



By: Babu Ramaraj
Its: Managing Member and Co-Owner

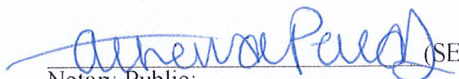
Office Address: 44331 Mercure Circle, Suite
100G, Dulles VA 20166

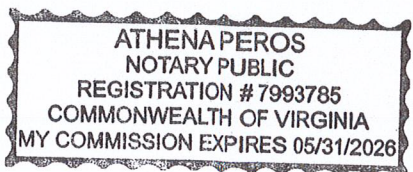
FEIN: 

STATE OF Virginia at-
large. COUNTY OF Loudon to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj as Managing Member of DAB Inspection and Consulting Services, LLC, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 12th day of August, 2022.

 (SEAL)
Notary Public:
My commission expires:
Registration #:



By: Vijayalakshmi Murugesan

Its: Co-Owner

Office Address: 44331 Mercure Circle, Suite
100G Dulles VA 20166

FEIN: [REDACTED]

STATE OF Virginia, at-
large, COUNTY OF Loudon , to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Vijayalakshmi Murugesan as Managing Member of DAB Inspection and Consulting Services, LLC, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 12th day of August, 2022.

Athena Peros (SEAL)

Notary Public:
My commission expires:
Registration #:

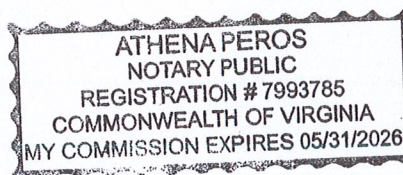


Exhibit 2 | Namballa Note, dated July 17, 2023

PROMISSORY NOTE

THIS PROMISSORY NOTE (this “Note”) is made as of July 17, 2023 (the “Effective Date”), by **Babu Ramaraj**, and **DAB Inspection and Consulting Services, LLC**, a Virginia limited liability company (the “Company”) in favor of **Mrs. Lakshmi C Namballa** (SSN: [REDACTED]), her successors and assigns.

FOR VALUE RECEIVED, Babu Ramaraj and DAB Inspection and Consulting Services, LLC (collectively, the “Borrower”), promises to pay to the order of **Mrs. Lakshmi C Namballa**, her successors and assigns (the “Lender,”) without offset, by wire transfer, direct deposit or electronic payment of funds to a bank account as Lender shall designate in writing, the principal amount \$100,000.00 (Dollars One-Hundred Thousand only (the “Principal Sum”)), together with interest on the principal amount in United States Dollars (“USD”). If Borrower consists of more than one person, their liability shall be joint and several, and the compromise of any claim with, or the release of, any Borrower shall not constitute a compromise with, or a release of, any other Borrower.

1. Total Interest

The total interest amount on the Principal Sum is \$72,000.00 (Seventy-Two Thousand Dollars USD, “Interest”).

2. Interest Payments

Interest shall accrue and be payable on the unpaid Principal Sum from the Effective Date until August 30, 2025, whether by acceleration, declaration, extension or otherwise. Monthly interest payments of \$3,000.00 (Three Thousand USD) shall begin on September 15, 2023 and shall continue on the 30th day of each succeeding calendar month (each monthly interest payment, “Interest Payment”). Interest Payments shall be due on the 15th day of September 2023, and after that 30th of each calendar month from October 2023 to August 2025.

3. Maturity

Unless sooner paid, the unpaid Principal Sum shall be due and payable in full on August 15, 2025 (the “Maturity Date”).

4. Account Records

Lender shall maintain records of the dates and amounts of advances of the Principal Sum and Interest Payments, the date to which Interest Payments have been paid, the unpaid Principal Sum, pay-off date and any other account information. Such records shall be maintained unilaterally by Lender without notice to Borrower and shall be presumed to be correct.

5. Application and Place of Payments

All payments made on account of this Note shall be applied first to the payment of accrued and unpaid Interest Payments then due hereunder, and the remainder, if any, shall be applied to the unpaid Principal Sum. All payments on account of this Note shall be paid by wire transfer, direct deposit or electronic funds transfer of lawful money of the United States of America to the account designated by Lender

6. Prepayment of Principal Sum and Interest

Borrower may prepay the Principal Sum in whole or in part to Lender before its Maturity Date without premium or penalty (“Prepayment of Principal”). Prepayment of Principal will not have any impact on the Total Interest and/or Interest Payments. If Borrower makes a Prepayment of Principal, Borrower will notify Lender in writing to apply such payment as prepayment to reduce the Principal Sum. Borrower may also prepay the outstanding Interest Amount before the Maturity Date without premium or penalty (Prepayment of Interest). If Borrower makes a Prepayment of Interest, Borrower will notify Lender in writing to apply such payment as prepayment to reduce the outstanding interest.

7. Loan Documents

The term “Loan Documents” as used in this Note shall mean collectively this Note and any other instrument, agreement, or document previously, simultaneously, or hereafter executed and delivered by

Borrower and/or any other person, singularly or jointly with any other person, evidencing, securing, guaranteeing, or in connection with the Principal Sum.

8. Events of Default

The occurrence of the following event shall constitute an event of default (individually, an “Event of Default”) under the terms of this Note:

- The failure of Borrower to pay to Lender when due, if such failure is not cured within thirty (30) days of written notice from Lender to Borrower informing of such failure, any and all amounts payable by Borrower to Lender under the terms of this Note, and/or any of the other Loan Documents.

9. Remedies and Cure

Upon the occurrence of an Event of Default, at the sole option of Lender, all amounts payable by Borrower to Lender under the terms of this Note shall immediately become due and payable by Borrower to Lender without notice to Borrower or any other person, and Lender shall have all of the rights, powers, and remedies available under the terms of this Note or any of the other Loan Documents and all applicable laws. Notwithstanding the foregoing, Lender shall send Borrower a written notice that payment is past due, and Borrower has thirty (30) days to cure such Event of Default. No late payment shall be due. If Borrower makes payment within such thirty (30) day cure period, this Note shall continue in full force and effect. Borrower and all endorsers, guarantors, and other parties who may now or in the future be primarily or secondarily liable for the payment of the indebtedness evidenced by this Note hereby severally waive presentment, protest and demand, notice of protest, notice of demand and of dishonor and nonpayment of this Note.

10. Pari Passu

The Borrower shall ensure that at all times its obligations hereunder and under the Note rank at least pari passu in right of payment with all similar currently outstanding promissory notes and future promissory notes of the Borrower.

11. Death or Disability of Borrower

In the event the Principal dies or becomes Permanently Disabled prior to the Maturity Date, the co-owner of the Company and wife of the Principal, Vijayalakshmi Murugesan (the “co-owner”) will be obligated to pay to Lender any outstanding balance. In the event of death or disability of both the principal and the co-owner, the board will duly handle the distribution of all outstanding balance.

12. Notices

Any notice, request, or demand to or upon Borrower or Lender shall be deemed to have been properly given or made when delivered via first class mail to

- Borrower at 107 Carpenter Drive, Suite 215, Sterling, VA 20164
- Lender at 7711 Briardenn Drive, Summerfield, NC 27358.

13. Miscellaneous

Each right, power, and remedy of Lender as provided for in this Note, or any of the other Loan Documents, or now or hereafter existing under any applicable law or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note, any of the other Loan Documents or now or hereafter existing under any applicable law. No failure or delay by Lender to insist upon the strict performance of any term, condition, covenant, or agreement of this Note, or any of the other Loan Documents, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude Lender from exercising any such right, power, or remedy at a later time or times. By accepting payment after the due date of any amount payable under the terms of this Note, Lender shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under the terms of this Note or to declare an Event of Default for the failure to affect such prompt payment of any such other amount. No course of dealing or conduct shall be effective to amend, modify, waive, release, or change any provisions of this Note.

14. Severability

In the event any provision of this Note (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal, or unenforceable.

15. Insurance

Borrower shall maintain the following insurance and shall provide Lender with proof of coverage upon request. In the event of any lapse or change in coverage, Borrower shall promptly notify Lender in writing.

- Business liability insurance for DAB Inspection and Consulting in the amount of \$3,000,000 per occurrence and \$6,000,000 in the aggregate; and
- Life insurance for Babu Ramaraj in the amount of \$14,000,000.

In the event of any unfortunate situations, Mrs. Vijayalakshmi Murugesan is liable fully to settle the lender from the Insurance payments.

16. Assignment of Insurance

As additional security for the payment and performance of the Obligations, the Borrower agrees to assign to the Lender any and all monies (including, without limitation, proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of the Borrower with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto, and the Borrower hereby agrees to direct the issuer of any such policy to pay all such monies directly to the Lender. At any time, whether or not a Default Period then exists, the Lender may (but need not), in the Lender's name or in the Borrower's name, execute and deliver proof of claim, receive all such monies, endorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any

claim against the issuer of any such policy.

17. Termination

Upon payment in full of the Principal Sum and Interest due and owing under this Note and the performance of all obligations set forth herein, this Note shall terminate and be of no further force and effect.

18. Captions; Plural

The captions herein set forth are for convenience only and shall not be deemed to define, limit, or describe the scope or intent of this Note. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply

19. Applicable Law

Borrower acknowledges and agrees that this Note shall be governed by the laws of the State of Virginia, without regard to its conflict of law provisions, even though for the convenience and at the request of Borrower, this Note may be executed elsewhere.

20. Consent to Jurisdiction.

Borrower irrevocably submits to the jurisdiction of any state or federal court sitting in the State of Virginia over any suit, action, or proceeding arising out of or relating to this Note, or any of the other Loan Documents. Borrower irrevocably waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in 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. Final 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 court in which Borrower is subject to jurisdiction by a suit upon such judgment, provided that service of process is affected upon Borrower as provided in this Note or as otherwise permitted by applicable law.

There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

[Remainder of page intentionally blank. Signature pages follow

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Note as of the Effective Date.

BABU RAMARAJ




Address: 42887 Edgegrove Hts
Ter Ashburn, VA 20148

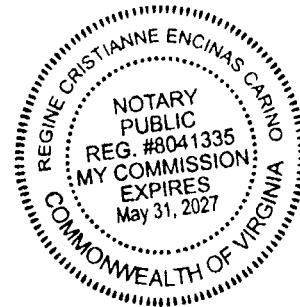
SSN: [REDACTED]

STATE OF VIRGINIA, at-
large, COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 17th day of July, 2023.


(SEAL)
Notary Public: Regine Cristianne Encinas Carino
My commission expires: May 31, 2027
Registration #: 8041335



DAB INSPECTION AND CONSULTING SERVICES, LLC, a Virginia limited liability company



By: Babu Ramaraj
Its: Managing Member and Co-Owner

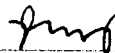
Office Address: 107 Carpenter Dr, Suite 215
Sterling, VA 20164

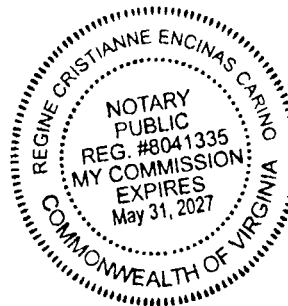
FEIN: [REDACTED]

STATE OF Virginia, at-
large, COUNTY OF London, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj as Managing Member of DAB Inspection and Consulting Services, LLC, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 17th day of July, 2023.

 (SEAL)
Notary Public: Regine Cristianne Encinas Carino
My commission expires: May 31, 2027
Registration #: 8041335



DAB INSPECTION AND CONSULTING SERVICES, LLC, a Virginia limited liability company



By: Vijayalakshmi Murugesan

Its: Co-Owner

Office Address: 107 Carpenter Drive, Suite 215

Sterling, VA 20164

FEIN: [REDACTED]

STATE OF VIRGINIA, at-
large, COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Vijayalakshmi Murugesan as Managing Member of DAB Inspection and Consulting Services, LLC, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 17th day of July, 2023.



(SEAL)

Notary Public: Regine Cristianne Encinas Carino

My commission expires: May 31, 2027

Registration #: 8041335

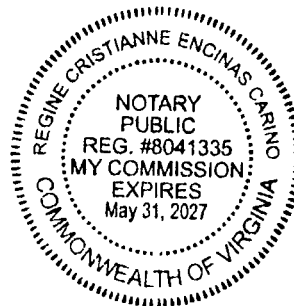


Exhibit 3 | Vivek Note, dated July 3, 2023

PROMISSORY NOTE

THIS PROMISSORY NOTE (this “Note”) is made as of July 03, 2023 (the “Effective Date”), by **Babu Ramaraj**, and **DAB Inspection and Consulting Services, LLC**, a Virginia limited liability company (the “Company”) in favor of **Mr. Vivekananda Gudena** (SSN: [REDACTED]), his successors and assigns.

FOR VALUE RECEIVED, Babu Ramaraj and DAB Inspection and Consulting Services, LLC (collectively, the “Borrower”), promises to pay to the order of **Mr. Vivekananda Gudena**, his successors and assigns (the “Lender,”) without offset, by wire transfer, direct deposit or electronic payment of funds to a bank account as Lender shall designate in writing, the principal amount \$100,000.00 (Dollars One-Hundred Thousand only (the “Principal Sum”)), together with interest on the principal amount in United States Dollars (“USD”). If Borrower consists of more than one person, their liability shall be joint and several, and the compromise of any claim with, or the release of, any Borrower shall not constitute a compromise with, or a release of, any other Borrower.

1. Total Interest

The total interest amount on the Principal Sum is \$72,000.00 (Seventy-Two Thousand Dollars USD, “Interest”).

2. Interest Payments

Interest shall accrue and be payable on the unpaid Principal Sum from the Effective Date until August 30, 2025, whether by acceleration, declaration, extension or otherwise. Monthly interest payments of \$3,000.00 (Three Thousand USD) shall begin on September 15, 2023 and shall continue on the 30th day of each succeeding calendar month (each monthly interest payment, “Interest Payment”). Interest Payments shall be due on the 15th day of September 2023, and after that 30th of each calendar month from October 2023 to August 2025.

3. Maturity

Unless sooner paid, the unpaid Principal Sum shall be due and payable in full on August 15, 2025 (the "Maturity Date").

4. Account Records

Lender shall maintain records of the dates and amounts of advances of the Principal Sum and Interest Payments, the date to which Interest Payments have been paid, the unpaid Principal Sum, pay-off date and any other account information. Such records shall be maintained unilaterally by Lender without notice to Borrower and shall be presumed to be correct.

5. Application and Place of Payments

All payments made on account of this Note shall be applied first to the payment of accrued and unpaid Interest Payments then due hereunder, and the remainder, if any, shall be applied to the unpaid Principal Sum. All payments on account of this Note shall be paid by wire transfer, direct deposit or electronic funds transfer of lawful money of the United States of America to the account designated by Lender

6. Prepayment of Principal Sum and Interest

Borrower may prepay the Principal Sum in whole or in part to Lender before its Maturity Date without premium or penalty ("Prepayment of Principal"). Prepayment of Principal will not have any impact on the Total Interest and/or Interest Payments. If Borrower makes a Prepayment of Principal, Borrower will notify Lender in writing to apply such payment as prepayment to reduce the Principal Sum. Borrower may also prepay the outstanding Interest Amount before the Maturity Date without premium or penalty (Prepayment of Interest). If Borrower makes a Prepayment of Interest, Borrower will notify Lender in writing to apply such payment as prepayment to reduce the outstanding interest.

7. Loan Documents

The term "Loan Documents" as used in this Note shall mean collectively this Note and any other instrument, agreement, or document previously, simultaneously, or hereafter executed and delivered by

Borrower and/or any other person, singularly or jointly with any other person, evidencing, securing, guaranteeing, or in connection with the Principal Sum.

8. Events of Default

The occurrence of the following event shall constitute an event of default (individually, an “Event of Default”) under the terms of this Note:

- The failure of Borrower to pay to Lender when due, if such failure is not cured within thirty (30) days of written notice from Lender to Borrower informing of such failure, any and all amounts payable by Borrower to Lender under the terms of this Note, and/or any of the other Loan Documents.

9. Remedies and Cure

Upon the occurrence of an Event of Default, at the sole option of Lender, all amounts payable by Borrower to Lender under the terms of this Note shall immediately become due and payable by Borrower to Lender without notice to Borrower or any other person, and Lender shall have all of the rights, powers, and remedies available under the terms of this Note or any of the other Loan Documents and all applicable laws. Notwithstanding the foregoing, Lender shall send Borrower a written notice that payment is past due, and Borrower has thirty (30) days to cure such Event of Default. No late payment shall be due. If Borrower makes payment within such thirty (30) day cure period, this Note shall continue in full force and effect. Borrower and all endorsers, guarantors, and other parties who may now or in the future be primarily or secondarily liable for the payment of the indebtedness evidenced by this Note hereby severally waive presentment, protest and demand, notice of protest, notice of demand and of dishonor and nonpayment of this Note.

10. Pari Passu

The Borrower shall ensure that at all times its obligations hereunder and under the Note rank at least pari passu in right of payment with all similar currently outstanding promissory notes and future promissory notes of the Borrower.

11. Death or Disability of Borrower

In the event the Principal dies or becomes Permanently Disabled prior to the Maturity Date, the co-owner of the Company and wife of the Principal, Vijayalakshmi Murugesan (the “co-owner”) will be obligated to pay to Lender any outstanding balance. In the event of death or disability of both the principal and the co-owner, the board will duly handle the distribution of all outstanding balance.

12. Notices

Any notice, request, or demand to or upon Borrower or Lender shall be deemed to have been properly given or made when delivered via first class mail to

- Borrower at 107 Carpenter Drive, Suite 215, Sterling, VA 20164
- Lender at 7711 Briardenn Drive, Summerfield, NC 27358.

13. Miscellaneous

Each right, power, and remedy of Lender as provided for in this Note, or any of the other Loan Documents, or now or hereafter existing under any applicable law or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note, any of the other Loan Documents or now or hereafter existing under any applicable law. No failure or delay by Lender to insist upon the strict performance of any term, condition, covenant, or agreement of this Note, or any of the other Loan Documents, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude Lender from exercising any such right, power, or remedy at a later time or times. By accepting payment after the due date of any amount payable under the terms of this Note, Lender shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under the terms of this Note or to declare an Event of Default for the failure to affect such prompt payment of any such other amount. No course of dealing or conduct shall be effective to amend, modify, waive, release, or change any provisions of this Note.

14. Severability

In the event any provision of this Note (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal, or unenforceable.

15. Insurance

Borrower shall maintain the following insurance and shall provide Lender with proof of coverage upon request. In the event of any lapse or change in coverage, Borrower shall promptly notify Lender in writing.

- Business liability insurance for DAB Inspection and Consulting in the amount of \$3,000,000 per occurrence and \$6,000,000 in the aggregate; and
- Life insurance for Babu Ramaraj in the amount of \$14,000,000.

In the event of any unfortune situations, Mrs. Vijayalakshmi Murugesan is liable fully to settle the lender from the Insurance payments.

16. Assignment of Insurance

As additional security for the payment and performance of the Obligations, the Borrower agrees to assign to the Lender any and all monies (including, without limitation, proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of the Borrower with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto, and the Borrower hereby agrees to direct the issuer of any such policy to pay all such monies directly to the Lender. At any time, whether or not a Default Period then exists, the Lender may (but need not), in the Lender's name or in the Borrower's name, execute and deliver proof of claim, receive all such monies, endorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any

claim against the issuer of any such policy.

17. Termination

Upon payment in full of the Principal Sum and Interest due and owing under this Note and the performance of all obligations set forth herein, this Note shall terminate and be of no further force and effect.

18. Captions; Plural

The captions herein set forth are for convenience only and shall not be deemed to define, limit, or describe the scope or intent of this Note. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply

19. Applicable Law

Borrower acknowledges and agrees that this Note shall be governed by the laws of the State of Virginia, without regard to its conflict of law provisions, even though for the convenience and at the request of Borrower, this Note may be executed elsewhere.

20. Consent to Jurisdiction.

Borrower irrevocably submits to the jurisdiction of any state or federal court sitting in the State of Virginia over any suit, action, or proceeding arising out of or relating to this Note, or any of the other Loan Documents. Borrower irrevocably waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in 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. Final 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 court in which Borrower is subject to jurisdiction by a suit upon such judgment, provided that service of process is affected upon Borrower as provided in this Note or as otherwise permitted by applicable law.

There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

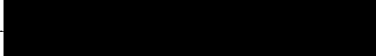
[Remainder of page intentionally blank. Signature pages follow]

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Note as of the Effective Date.



BABU RAMARAJ

Address: 42887 Edgegrove Hts
Ter Ashburn, VA 20148

SSN: 

STATE OF VIRGINIA at-
large, COUNTY OF LOUDOUN, to wit:

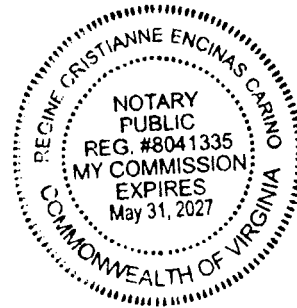
I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 3rd day of July, 2023.

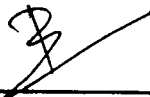


(SEAL)

Notary Public: Regine Cristianne Encinas Carino
My commission expires: May 31, 2027
Registration #: 8041335



DAB INSPECTION AND CONSULTING SERVICES, L.L.C. a Virginia limited liability company



By: Babu Ramaraj
Its: Managing Member and Co-Owner


Office Address: 107 Carpenter Dr. Suite 215
Sterling, VA 20164

FEIN: [REDACTED]

STATE OF VIRGINIA, at-
large. COUNTY OF LOUDOUN, to wit:

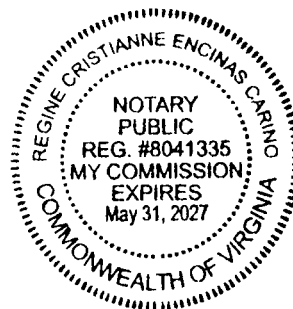
I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Babu Ramaraj as Managing Member of DAB Inspection and Consulting Services, L.L.C. whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 3rd day of July, 2023.

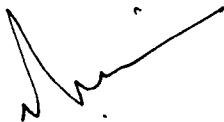


(SEAL)

Notary Public: Regine Cristianne Encinas Carino
My commission expires: May 31, 2027
Registration #: 8041335



DAB INSPECTION AND CONSULTING SERVICES, LLC, a Virginia limited liability company



By: Vijayalakshmi Murugesan

Its: Co-Owner

Office Address: 107 Carpenter Drive, Suite 215

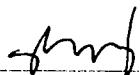
Sterling, VA 20164

FEIN: [REDACTED]

STATE OF VA, at-
large, COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Vijayalakshmi Murugesan as Managing Member of DAB Inspection and Consulting Services, LLC, whose name is signed to the foregoing Promissory Note, has acknowledged the same before me in my State and County aforesaid.

Given under my hand and seal this 3rd day of July, 2023.

 (SEAL)
Notary Public: Regine Cristianne Encinas Carino
My commission expires: May 31, 2027
Registration #: 8041335

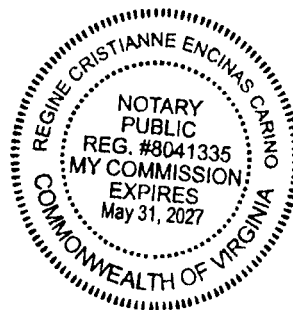


Exhibit 4 | Notice of Default, dated February 12, 2024

MAHDAVI
BACON
HALFHILL &
YOUNG, PLLC

ATTORNEYS AT LAW

11350 RANDOM HILLS ROAD
SUITE 700
FAIRFAX, VA 22030

TEL: 703-352-1300
FAX: 703-352-1301
WEB: WWW.MBHYLAW.COM

Raj H. Patel

EMAIL: rpatel@mbhylaw.com

February 12, 2024

VIA FIRST CLASS MAIL & UPS

TO: DAB Inspection and Consulting Services, LLC
Babu Ramaraj
Vijayalakshmi Murugesan

ADDRESSES:

44331 Mercure Circle
Suite 100C
Dulles, VA 20166

107 Carpenter Drive
Suite 215
Sterling, VA 20164

42887 Edgegrove Heights Terrace
Ashburn, VA 20148

Re: **Notice of Event of Default and Demand for Payment**
Promissory Note dated July 31, 2022 (Vinay and Vivekananda Gudena)
Promissory Note dated July 3, 2023 (Vivekananda Gudena)
Promissory Note dated July 17, 2023 (Lakshmi C. Namballa)

Dear Mr. Ramaraj and Ms. Murugesan:

We represent Vinay Gudena, Vivekananda Gudena, and Lakshmi C. Namballa (collectively, the “Lenders”). This letter notifies DAB Inspection and Consulting Services, LLC, and you, individually, of its and your breach of the following promissory notes:

1. Promissory Note dated July 31, 2022, in the principal sum of two hundred thousand dollars (\$200,000) and held by Vinay Gudena and Vivekananda Gudena (the “Gudena Note”);
2. Promissory Note dated July 3, 2023, in the principal sum of one hundred thousand dollars (\$100,000) and held by Vivekananda Gudena (the “Vivek Note”); and

3. Promissory Note dated July 17, 2023, in the principal sum of one hundred thousand dollars (\$100,000) and held by Mrs. Lakshmi C. Namballa (the "Lakshmi Note").¹

For the Gudena Note, in addition to the principal sum, borrower agreed to pay total interest in the amount of one hundred forty-five thousand nine hundred and ninety-eight dollars (\$145,998) through monthly interest payments of eight thousand one hundred and eleven dollars (\$8,111) beginning on October 30, 2022, and due on the 30th day of each succeeding month. Borrower agreed that all payments made pursuant to the Gudena Note applied first to the payment of interest. From October 30, 2022, through October 16, 2023, Borrower made interest payments totaling approximately ninety-seven thousand three hundred and twenty-nine dollars (\$97,329). As of October 2023, the borrower has failed to pay any sums for the amounts due under the Gudena Note. This is an Event of Default pursuant to § 7 of the Gudena Note. The balance outstanding and due under the Gudena Note is two hundred forth eight thousand six hundred and sixty-nine dollars (\$248,669). Pursuant to § 8 of the Gudena Note, Vinay Gudena and Vivek Gudena demand immediate payment of the balance of principal and interest outstanding and due under the Gudena Note.

For the Vivek Note, in addition to the principal sum, borrower agreed to pay total interest in the amount of seventy-two thousand dollars (\$72,000) through monthly interest payments of three thousand dollars (\$3,000) beginning on September 15, 2023, and due on the 30th day of each succeeding month. Borrower agreed that all payments made pursuant to the Vivek Note applied first to the payment of interest. From September 15, 2023, through November 17, 2023, Borrower made interest payments totaling approximately six thousand dollars (\$6,000). As of November 2023, the borrower has failed to pay any sums for the amounts due under the Vivek Note. This is an Event of Default pursuant to § 8 of the Vivek Note. The balance outstanding and due under the Vivek Note is one hundred and sixty-six thousand dollars (\$166,000). Pursuant to § 9 of the Vivek Note, Vivekananda Gudena demands immediate payment of the balance of principal and interest outstanding and due under the Vivek Note.

For the Lakshmi Note, in addition to the principal sum, borrower agreed to pay total interest in the amount of seventy-two thousand dollars (\$72,000) through monthly interest payments of three thousand dollars (\$3,000) beginning on September 15, 2023, and due on the 30th day of each succeeding month. Borrower agreed that all payments made pursuant to the Lakshmi Note applied first to the payment of interest. To date, Borrower has made a single interest payment of three thousand dollars (\$3,000) only. Borrower has failed to pay any other sums for the amounts due under the Lakshmi Note whatsoever. This is an Event of Default pursuant to § 8 of the Lakshmi Note. The balance outstanding and due under the Lakshmi Note is one hundred and sixty-nine thousand dollars (\$169,000). Pursuant to § 9 of the Lakshmi Note, Lakshmi C. Namballa demands immediate payment of the balance of principal and interest outstanding and due under the Lakshmi Note.

¹ Copies of the Gudena Note, Vivek Note, and Lakshmi Note are attached hereto.

Pursuant to § 8 of the Gudena Note, § 9 of the Vivek Note, and § 9 of the Lakshmi Note, this letter is written notice of the Event(s) of Default detailed above and the Lenders' demand that payments outstanding and due are to be made immediately by wire transfer, direct deposit or electronic funds directly to the Lenders. Please note, each of the notes states: "There are no verbal or other agreements which modify or affect the terms of [the notes]."

Notwithstanding the foregoing, Lenders expressly reserve all of the continuing rights and remedies under the promissory notes and under applicable law, including but not limited to claims for fraud, conspiracy, and conversion, as a result of the occurrence and continuation of borrower's conduct. Lenders seek to resolve this matter amicably but will take steps to enforce their rights in court as needed.

Please do not hesitate to contact us at 703-352-1300 with any questions.

Sincerely,



Raj H. Patel

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

VINAY GUDENA, LAKSHMI C. NAMBALLA, and VIVEKANANDA GUDENA

(b) County of Residence of First Listed Plaintiff Guilford County, NC (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) George R.A. Doumar of Doumar Martin PLLC 1530 Wilson Blvd, Ste 1060, Arlington, VA 22209 Tel: (703) 352-1300

DEFENDANTS

DAB INSPECTION AND CONSULTING SERVICES, LLC, BABU RAMARAJ, and VIJAYALAKSHMI MURUGESAN

County of Residence of First Listed Defendant Loudoun County, VA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Jay I. Igiel of Nealon & Associates PC 119 N Henry St, Alexandria, VA 22314

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: Fraud/ Breach of Contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ at least \$583,669.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

May 1, 2024 /s/ George R.A. Doumar

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.