

MILLSTONE FUNDING INC.**FUTURE RECEIVABLES SALE AND PURCHASE AGREEMENT**

This Future Receivables Sale and Purchase Agreement (this "Agreement") dated as of May 30, 2023, is made by and between **Millstone Funding, Inc.**, a New York corporation ("Millstone"), and the merchant which name, address and other pertinent information appear below (the "Merchant"):

Legal Business Name: Elite Home Development LLC
 D/B/A: Elite Home Development LLC
 Type of Entity: LLC
 Business Physical Address: 27 Glass Hill Rd McDonald, PA 15057
 Business Mailing Address: 27 Glass Hill Rd McDonald, PA 15057

Banking Information:

WHEREAS, the Merchant is desirous to sell to Millstone, and Millstone is desirous to purchase from Merchant, a Specified Percentage of the Merchant's Future Receipts, but only on the terms and conditions set forth in this Agreement (all capitalized terms shall have the meanings ascribed to them below).

NOW, THEREFORE, for good and valuable consideration, the mutual receipts and sufficiency of which is hereby acknowledged by both parties, Millstone and Merchant hereby agree to the foregoing and as follows:

1. **Basic Terms and Definitions.**

- a. "Effective Date" shall mean the later of: (i) the date set forth in the preamble to this Agreement, and (ii) the date when Millstone paid the Purchase Price to Merchant.
- b. "Specified Percentage" shall mean Eight PERCENT (8.00%) of each and every sum from sale made by Merchant.
- c. "Future Receipts" shall mean, collectively, all of Merchant's receipts of monies paid and delivered to Merchant by Merchant's customers' and/or other vendees after the Effective Date of this Agreement; which payments or deliveries of monies can be made in the form of cash, check, credit, charge, or debit card, ACH or other electronic transfer or any other form of monetary payment in the ordinary course of Merchant's business.
- d. "Purchased Amount" shall mean the total amount of the Specified Percentage of the Future Receipts that Merchant shall be under obligation to deliver to Millstone pursuant to this Agreement. The parties agree that the Purchased Amount shall be \$ 100,300.00.
- e. "Purchase Price" shall mean the total amount that Millstone agrees to pay for the Future Purchased Receipts. The parties agree that the Purchase Price shall be \$ 85,000.00.
- f. "Weekly Installment" shall mean the fixed amount that Merchant and Millstone agree to be a good faith approximation of the Specified Percentage of Merchant's daily Future Receipts. Merchant and Millstone further agree that, based upon the information provided by Merchant to Millstone concerning Merchant's most recent accounts receivables, and subject to Merchant's right of adjustment/reconciliation set forth in this Agreement, as of the Effective Date the Weekly Installment shall be \$ 1,928.85.
- g. "Workday" shall mean Monday through Friday except on days when banking institutions are closed for the holidays and do not process ACH payments.

2. **The Term.** The term of this Agreement shall commence on the Effective Date and expire on the date when the Purchased Amount is received by Millstone in full.

3. **Sale of Purchased Future Receipts.** Merchant hereby sells, assigns, transfers and conveys (hereinafter, the "Sale") unto Millstone all of Merchant's right, title and interest in to the Specified Percentage of the Future Receipts until the Purchased Amount shall have been delivered by Merchant to Millstone (the "Purchased Future Receipts"); to have and hold the same unto Millstone, its successors and assigns, forever. This Sale of the Purchased Future Receipts is made without express or implied warranty to Millstone of collectability of the Purchased Future Receipts by Millstone and without recourse against Merchant except as specifically set forth in this Agreement. By virtue of this Agreement, Merchant transfers to Millstone full and complete ownership of the Purchased Future Receipts and Merchant retains no legal or equitable interest therein.

4. **Payment of Purchase Price.** In consideration of the sale by Merchant to Millstone of the Purchased Future Receipts pursuant to Millstone agrees to pay to Merchant the Purchase Price; the Purchase Price shall be turned over and

delivered to Merchant immediately after the Effective Date of this Agreement.

5. **Use of Purchase Price.** Merchant hereby acknowledges that it fully understands that: (i) Millstone's ability to collect the Purchased Amount (or any portion thereof) is contingent upon Merchant's continued operation of its business and successful generation of the Future Receipts until the Purchased Amount is delivered to Millstone in full; (ii) that in the event of decreased efficiency or total failure of Merchant's business Millstone's receipt of the full or any portion of the Purchased Amount may be delayed indefinitely. Based upon the forgoing, Merchant agrees to use the Purchase Price exclusively for the benefit and advancement of Merchant's business operations and for no other purpose.
6. **Daily Installments of Purchased Amount.** The Purchased Amount of the Specified Percentage of Future Receipts shall be delivered to Millstone daily on Workdays in Daily Installments.
7. **Approved Bank Account and Credit Card Processor.** During the term of this Agreement, Merchant shall: (i) deposit all Future Receipts into one (and only one) bank account which bank account shall be acceptable and preapproved by Millstone (the "Approved Bank Account"), (ii) use one (and only one) credit card processor which processor shall be acceptable and preapproved by Millstone (the "Approved Processor") and (iii) deposit all credit card receipts into the Approved Bank Account. In the event the Approved Bank Account or Approved Processor shall become unavailable or shall cease providing services to Merchant during the term of this Agreement, prior to the first date of such unavailability or cessation of services, Merchant shall arrange for another Approved Bank Account or Approved Processor, as the case may be.
8. **Authorization to Debit Approved Bank Account.** Merchant hereby authorizes Millstone to initiate electronic checks or ACH debits from the Approved Bank Account in the amount of Daily Installment each Workday until Millstone receive the full Purchased Amount; Merchant shall provide Millstone with all access code(s) for the Approved Bank Account, by signing this authorization the merchant agrees to be bound by the NACHA Operating rules."
9. **Fees Associated with Debiting Approved Bank Account.** It shall be Merchant's exclusive responsibility to pay to its banking institution and/or Millstone's banking institution directly (or to compensate Millstone, in case it is charged) all fees, charges and expenses incurred by either Merchant or Millstone due to rejected electronic checks or ACH debit attempts, overdrafts or rejections by Merchant's banking institution of the transactions contemplated by this Agreement.
10. **Merchant's Right for Reconciliation.** Merchant and Millstone each acknowledges and agrees that:
 - a. If any time during the term of this Agreement Merchant will experience sporadic increase or decrease in its daily receipts, Merchant shall have the right, at its sole and absolute discretion, but subject to the provisions of Section 11 below, to request retroactive reconciliation of the Merchant's actual daily receipts for one full calendar month immediately preceding the day when such request for reconciliation is received by Millstone (each such calendar month, a "Reconciliation Month").
 - b. Such reconciliation (the "Reconciliation") of the Merchant's daily receipts for a Reconciliation Month shall be performed by Millstone within five (5) Workdays following its receipt of the Merchant's request for reconciliation by either crediting or debiting the difference back to or from the Approved Bank Account so that the total amount debited by Millstone from the Approved Bank Account during the Reconciliation Month at issue equal the Specific Percentage of the Future Receipts that Merchant collected during the Reconciliation Month at issue.
 - c. One or more Reconciliation procedures performed by Millstone may reduce the effective Daily Installment amount during the Reconciliation Month in comparison to the one set forth in Section 1 of this Agreement, and, as the result of such reduction, the term of this Agreement during which Millstone will be debiting the Approved Bank Account may extend substantially.
11. **Request for Reconciliation Procedure.**
 - a. It shall be Merchant's sole responsibility and the right hereunder to initiate Reconciliation of Merchant's actual receipts during any Reconciliation Month by sending a request for reconciliation to Millstone.
 - b. Any such request for Reconciliation of the Merchant's daily receipts for a specific Reconciliation Month shall be in writing, shall include a copy of Merchant's bank statement and a credit card processing statement for the Reconciliation Month at issue, and shall be received by Millstone via email to admin@millstonefunding.com, with the subject line "REQUEST FOR RECONCILIATION," within five (5) Workdays after the last day of the Reconciliation Month at issue (time being of the essence as to the last day of the period during which such demand for reconciliation shall be received by Millstone).
 - c. Millstone's receipt of Merchant's request for Reconciliation after the expiration of the 5-Workday period following the last day of the Reconciliation Month for which such reconciliation is requested nullifies and makes obsolete Merchant's request for Reconciliation for that specific Reconciliation Month.
 - d. Merchant shall have the right to request Reconciliation as many times during the term of this Agreement as it deems proper, and Millstone shall comply with such request, provided that:
 - i. Each such request is made in accordance with the terms of this Section 11.
 - ii. If a request for Reconciliation is made after the expiration of the term of this Agreement and, as the result of such Reconciliation, the total amount actually debited by Millstone from the Approved Bank Account will become less than the Purchased Amount, then and such event the term of this Agreement shall automatically be extended until the time when the total amount actually debited from Approved

Bank Account pursuant to this Agreement shall become equal to the Purchased Amount.

- iii. In the event after the last day of the term of this Agreement Merchant will determine in good faith that the actual amount debited by Millstone from the Approved Bank Account pursuant to this Agreement is greater than the Purchased Amount, then and in such event Merchant shall have the right to request final Reconciliation within five (5) Workdays following the expiration date of the term of this Agreement (time being of the essence) and Millstone shall honor such request within five (5) Workdays following the day of its receipt of such request.

- e. Nothing set forth in Sections 10 or 11 of this Agreement shall be deemed to provide Merchant with the right to interfere with Millstone's right and ability to debit the Approved Bank Account while the request for Reconciliation of Merchant's receipts is pending or until the Purchased Amount is collected by Millstone in full.

12. **Adjustment of Daily Installment.** Merchant and Millstone each acknowledge and agree that:

- a. If any time during the term of this Agreement Merchant will experience steady increase or decrease in its daily receipts, Merchant shall have the right, at its sole and absolute discretion, but subject to the provisions of Section 13 below, to request modification ("Adjustment") of the amount of the Daily Installment that Merchant is obligated to deliver daily to Millstone in accordance with the provisions of Section 6 above. Such Adjustment shall become effective as of the date it is granted and the new adjusted amount of the Daily Installment (the "Adjusted Daily Installment") shall replace and supersede the amount of the Daily Installment set forth in Section 1 above.
- b. The Adjustment of the Daily Installment shall be performed by Millstone within five (5) Workdays following its receipt of the Merchant's request for Adjustment by modifying daily amounts that shall be debited from the Approved Bank Account until the Purchased Amount is paid in full. Notwithstanding anything to the contrary set forth in Sections 12 and 13 hereof, no Adjustment shall take place until and unless Reconciliation for at least one (1) Reconciliation Month takes place resulting in reduction of the total amount debited from Merchant's Approved Bank Account during the Reconciliation Month by at least 15% in comparison to the amount that would have been debited during that month without Reconciliation.
- c. One or more Adjustments performed by Millstone may substantially extend the term of this Agreement.

13. **Request for Adjustment Procedure.**

- a. It shall be Merchant's sole responsibility and the right to initiate the Adjustment by sending a request for Adjustment to Millstone.
- b. A request for Adjustment (an "Adjustment Request") shall be in writing, shall include copies of: (i) Merchant's three (3) consecutive bank statements of the Approved Bank Account and credit card processing statements immediately preceding the date of Millstone's receipt of the Adjustment Request, and (ii) Merchant's bank statements and credit card processing statements previously provided by Merchant to Millstone based upon which statements the amount of Daily Installment set forth in Section 1 above (or the then current Adjusted Daily Installment, as the case may be) was determined, and shall be received by Millstone by email at admin@millstonefunding.com, with the subject line "REQUEST FOR ADJUSTMENT," within five (5) Workdays after the date that is the latest of the last day of the latest bank statement enclosed with the Adjustment Request and the last date of the latest card processing statement enclosed with the Adjustment Request (time being of the essence as to the last day of the period during which an Adjustment Request shall be received by Millstone).
- c. Millstone's receipt of a Merchant's Adjustment Request after the expiration of the above referenced 5-Workday period nullifies and makes obsolete such Adjustment Request.
- d. Merchant shall have the right to request Adjustment of the Daily Installments as many times during the term of this Agreement as it seems proper, and Millstone shall comply with such request, provided that:
 - i. Each such request for Adjustment is made in accordance with the terms of this Section 13.
 - ii. A request for Adjustment shall not be made after the expiration of the term of this Agreement.
- e. Nothing set forth in Sections 12 or 13 of this Agreement shall be deemed to provide Merchant with the right to interfere with Millstone's right and ability to debit the Approved Bank Account while the request for Adjustment is pending or until the Purchased Amount is collected by Millstone in full.

14. **Risk Sharing Acknowledgments and Arrangements.**

- a. Merchant and Millstone each hereby acknowledges and agrees that:
 - i. The Purchased Future Receipts represent a portion of Merchant's Future Receipts.
 - ii. This Agreement consummates the sale of the Purchased Future Receipts at a discount, not borrowing funds by Merchant from Millstone. Millstone does not charge Merchant and will not collect from Merchant any interest on the monies spent on the purchase of the Purchased Future Receipts. The period of time that it will take Millstone to collect the Purchased Amount is not fixed, is unknown to both parties as of the Effective Date of this Agreement and will depend on the how well or not well Merchant's business will be performing following the Effective Date. As an extreme example, in the event Merchant's business ceases to exist after Millstone's purchase of the Purchased Future Receipts for reason outside Merchant's control, Millstone may never recover any moneys spent on such purchase.

- iii. The amount of the Daily Installment set forth in Section 1 of this Agreement is calculated based upon the information concerning an average amount of daily receipts collected by Merchant's business immediately prior to the Effective Date of this Agreement which information was provided by Merchant to Millstone.
 - iv. The amounts of Merchant's future daily receipts may increase or decrease over time.
 - v. If, based upon the Reconciliation and/or the Adjustment procedures described above, it will be determined that the actual daily amounts of the Specified Percentage of the Future Receipts get reduced in comparison to the amount of the Daily Installment as of the Effective Date set forth in Section 1 of this Agreement, and in comparison to the amount that both Merchant and Millstone may have anticipated or projected because Seller's business has slowed down, or if the full Purchased Amount is not remitted because Merchant's business went bankrupt or otherwise ceased operations in the ordinary course of business (but not due to Merchant's willful or negligent mishandling of its business), and Merchant shall have not breached this Agreement, Merchant would not owe anything to Millstone and would not be in breach of or in default under this Agreement.
- b. **Millstone's Risk Acknowledgments.** Millstone agrees to purchase the Purchased Future Receipts knowing the risks that Merchant's business may slow down or fail, and Millstone assumes these risks based exclusively upon the information provided to it by Merchant and related to the business operations of Merchant's business prior to the date hereof and upon Merchant's representations, warranties and covenants in this Agreement that are designed to give Millstone a reasonable and fair opportunity to receive the benefit of its bargain. Furthermore, Millstone hereby acknowledges and agrees that Merchant shall be excused from performing its obligations under this Agreement in the event Merchant's business ceases its operations exclusively due to the following reasons (collectively, the "Valid Excuses"):
 - i. adverse business conditions that occurred for reasons outside Merchant's control and not due to Merchant's willful or negligent mishandling of its business;
 - ii. loss of the premises where the business operates (but not due to Merchant's violation of its obligations to its landlord);
 - iii. bankruptcy of Merchant;
 - iv. natural disasters or similar occurrences beyond Merchant's control.
- c. **Not a Loan.** Merchant and Millstone agree that the Purchase Price is paid to Merchant in consideration for the ownership of the Purchased Future Receipts and that payment of the Purchase Price by Millstone is not intended to be, nor shall it be construed as a loan from Millstone to Merchant that requires absolute and unconditional repayment on a maturity date. To the contrary, Millstone's ability to receive the Purchased Amount pursuant to this Agreement, and the date when the Purchased Amount is paid in full (if ever) are subject to and conditioned upon performance of Merchant's business. If, nevertheless, a court having jurisdiction over this Agreement and the parties hereto shall have determined that Merchant received a loan from Millstone, and Millstone has charged or received interest hereunder in excess of the highest rate allowed by law, then the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and Millstone shall promptly refund to Merchant any interest received by Millstone in excess of the maximum lawful rate.

REPRESENTATIONS, WARRANTIES AND COVENANTS

15. Merchant represents, warrants and covenants that as of this date and during the term of this Agreement:
- a. **Financial Condition and Financial Information.** Merchant's bank and financial statements, copies of which have been furnished to Millstone, and future statements which may be furnished hereafter pursuant to this Agreement or upon Millstone's request, fairly represent the financial condition of Merchant as of the dates such statements are issues, and prior to execution of the Agreement there has been no material adverse changes, financial or otherwise, in such condition, operation or ownership of Merchant. Merchant has a continuing, affirmative obligation to advise Millstone of any material adverse change in its financial condition, operation or ownership. Millstone may request statements at any time during the term of this Agreement and Merchant shall provide them to Millstone within 5 business days. Merchant's failure to do so is a material breach of this Agreement.
 - b. **Governmental Approvals.** Merchant is in compliance and, during the term of this Agreement, shall be in compliance with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged.
 - c. **Good Standing.** Merchant is a corporation/limited liability company/limited partnership/other type of entity that is in good standing and duly incorporated or otherwise organized and validly existing under the laws of its jurisdiction of incorporation or organization, and has full power and authority necessary to carry its business as it is now being conducted.
 - d. **Authorization.** Merchant has all requisite power to execute, deliver and perform this Agreement and consummate the transactions contemplated hereunder; entering into this Agreement will not result in breach

Guarantor #1 Initials: [

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Guarantor #2 Initials: []

or violation of, or default under, any agreement or instrument by which Merchant is bound or any statute, rule, regulation, order or other law to which Merchant is subject, nor require the obtaining of any consent, approval, permit or license from any governmental authority having jurisdiction over Merchant. All organizational and other proceedings required to be taken by Merchant to authorize the execution, delivery and performance of this Agreement have been taken. The person signing this Agreement on behalf of Merchant has full power and authority to bind Merchant to perform its obligations under this Agreement.

- e. **Accounting Records and Tax Returns.** Merchant will treat receipt of the Purchase Price and payment of the Purchased Amount in a manner evidencing sale of its future receipts in its accounting records and tax returns and further agrees that Millstone is entitled to audit Merchant's accounting records upon reasonable Notice in order to verify compliance. Merchant hereby waives any rights of privacy, confidentiality or taxpayer privilege in any litigation or arbitration arising out of this Agreement in which Merchant asserts that this transaction is anything other than a sale of future receipts.
- f. **Taxes; Workers Compensation Insurance.** Merchant will promptly pay, when due, all taxes, including without limitation, income, employment, sales and use taxes, imposed upon Merchant's business by law, and will maintain workers compensation insurance required by applicable governmental authorities.
- g. **Business Insurance.** Merchant will maintain general liability and business-interruption insurance naming Millstone as loss payee and additional insured in the amounts and against risks as are satisfactory to Millstone and shall provide Millstone proof of such insurance upon request.
- h. **Electronic Check Processing Agreement.** Merchant shall not change its processor, add terminals, change its financial institution or bank account(s) or take any other action that could have any adverse effect upon Merchant's obligations or impede Millstone's rights under this Agreement, without Millstone's prior written consent.
- i. **No Diversion of Future Receipts.** Merchant shall not allow any event to occur that would cause a diversion of any portion of Merchant's Future receipts from the Approved Bank Account without first notifying Millstone of such diversion.
- j. **Change of Name or Location.** Merchant shall not conduct Merchant's businesses under any name other than as disclosed to the Processor and Millstone and will not change any of its places of business without first obtaining Millstone's written consent.
- k. **Prohibited Business Transactions.** Merchant shall not: (i) transfer or sell all or substantially all of its assets (including without limitation the Collateral or any portion thereof) without first obtaining Millstone's consent; or (ii) make or send notice of its intended bulk sale or transfer.
- l. **No Closing of Business.** Merchant will not sell, dispose, transfer or otherwise convey all or substantially all of its business or assets without first: (i) obtaining the express written consent of Millstone, and (ii) providing Millstone with a written agreement of a purchaser or transferee of Merchant's business or assets assuming all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to Millstone. Merchant represents that it has no current plans to close its business either temporarily (for renovations, repairs or any other purpose), or permanently. Merchant agrees that until Millstone shall have received all of the Purchased Amount, Merchant will not voluntarily close its business on a permanent or temporarily basis for renovations, repairs, or any other purposes. Notwithstanding the foregoing, Merchant shall have the right to close its business temporarily if such closing is necessitated by a requirement to conduct renovations or repairs imposed upon Merchant's business by legal authorities having jurisdiction over Merchant's business (such as from a health department or fire department, or if such closing is necessitated by circumstances outside Merchant's reasonable control. Prior to any such temporary closure of its business, Merchant shall provide Millstone ten (10) business days advance notice.
- m. **No Pending Bankruptcy.** As of the date of Merchant's execution of this Agreement, Merchant is not insolvent, has not filed, and does not contemplate filing, any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary bankruptcy petition brought or pending against Merchant. Merchant represents that it has not consulted with a bankruptcy attorney on the issue of filing bankruptcy within six months immediately preceding the date of this Agreement.
- n. **Estoppel Certificate.** Merchant will at any time, and from time to time, upon at least one (1) day's prior notice from Millstone to Merchant, execute, acknowledge and deliver to Millstone and/or to any other person or entity specified by Millstone in its notice, a statement certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modification(s) and stating the date(s) on which the Purchased Amount or any portion thereof has been repaid.
- o. **Working Capital Funding.** Merchant shall not further encumber the Future Receipts, without first obtaining written consent of Millstone.
- p. **Unencumbered Future Receipts.** Merchant has and will continue to have good, complete and marketable title to all Future Receipts, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests other than by virtue of or entering into this Agreement.

- q. **Business Purpose.** Merchant is entering into this Agreement solely for business purposes and not as a consumer for personal, family or household purposes.
- r. **No Default under Contracts with Third Parties.** Merchant's execution of and/or performance of its obligations under this Agreement will not cause or create an event of default by Merchant under any contract, which Merchant is or may become a party to.
- s. **Right of Access.** In order to ensure Merchant's compliance with the terms of this Agreement, Merchant hereby grants Millstone the right to enter, without notice, the premises of Merchant's business for the purpose of inspecting and checking Seller's transaction processing terminals to ensure the terminals are properly programmed to submit and or batch Merchant's daily receipts to the Processor and to ensure that Merchant has not violated any other provision of this Agreement. Furthermore, Merchant hereby grants Millstone and its employees and consultants access to Merchant's employees and records and all other items of property located at the Merchant's place of business during the term of this Agreement. Merchant hereby agrees to provide Millstone, upon request, all and any information concerning Merchant's business operations, banking relationships, names and contact information of Merchant's suppliers, vendors and landlord(s), to allow Millstone to interview any of those parties.
- t. **Phone Recordings and Contact.** Merchant agrees that any call between Merchant and Millstone and its owners, managers, employees and agents may be recorded and/or monitored. Furthermore, Merchant acknowledges and agrees that: (i) it has an established business relationship with Millstone, its managers, employees and agents (collectively, the "Millstone Parties") and that Merchant may be contacted by any of the Millstone Parties from time-to-time regarding Merchant's performance of its obligations under this Agreement or regarding other business transactions; (ii) it will not claim that such communications and contacts are unsolicited or inconvenient; and (iii) that any such contact may be made by any of the Millstone Parties in person or at any phone number (including mobile phone number), email addresses, or facsimile number belonging to Merchant's office, or its owners, managers, officers, or employees.
- u. **Knowledge and Experience of Decision Makers.** The persons authorized to make management and financial decisions on behalf Merchant with respect to this Agreement have such knowledge, experience and skill in financial and business matters in general and with respect to transactions of a nature similar to the one contemplated by this Agreement so as to be capable of evaluating the merits and risks of, and making an informed business decision with regard to, Merchant entering into this Agreement.
- v. **Merchant's Due Diligence.** The person authorized to sign this Agreement on behalf of Merchant: (i) has received all information that such person deemed necessary to make an informed decision with respect to a transaction contemplated by this Agreement; and (ii) has had unrestricted opportunity to make such investigation as such person desired pertaining to the transaction contemplated by this Agreement and verify any such information furnished to him or her by Millstone.
- w. **Arm-Length Transaction.** The person signing this Agreement of behalf of Merchant: (a) has read and fully understands content of this Agreement; (b) has consulted to the extent he/she wished with Merchant's own counsel in connection with the entering into this Agreement; (c) he or she has made sufficient investigation and inquiry to determine whether this Agreement is fair and reasonable to Merchant, and whether this Agreement adequately reflects his or her understanding of its terms.
- x. **Millstone's Consent.** Merchant agrees that in every instance Merchant's rights under this Agreement are contingent upon first obtaining Millstone's consent, such consent may be withheld, granted or conditioned at Millstone's sole and absolute discretion.
- y. **No Reliance on Oral Representations.** This Agreement contains the entire agreement between Merchant and Millstone with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by Millstone or any of the Millstone Parties with respect thereto (If any), whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by the Millstone Parties, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect Merchant's obligations pursuant to this Agreement or any rights and remedies of the parties to this Agreement.

PLEDGE OF SECURITY

16. **Pledge.** As security for the prompt and complete payment and performance of any and all liabilities, obligations, covenants or agreements of Merchant under this Agreement, now or hereafter arising from, out of or relating to this Agreement, whether direct, indirect, contingent or otherwise (hereinafter referred to collectively as the "Obligations"), Merchant hereby pledges, assigns and hypothecates to Millstone and grants to Millstone a continuing, perfected and first priority lien upon and security interest in, to and under all of Merchant's right, title and interest in and to the following (collectively, the "Collateral"), whether now existing or hereafter from time to time acquired:

- a. all accounts, including without limitation, all deposit accounts, accounts-receivable, and other receivables,

Guarantor #1 Initials: [



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Guarantor #2 Initials: [

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chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are defined by Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Merchant; and

b. all Merchant's proceeds, as that term is defined by Article 9 of the UCC.

17. **Termination of Pledge.** Upon the payment and performance by Merchant in full of the Obligations, the security interest in the Collateral pursuant to this Pledge shall automatically terminate without any further act of either party being required, and all rights to the Collateral shall revert to Merchant. Upon any such termination, Millstone will execute, acknowledge (where applicable) and deliver such satisfactions, releases and termination statements, as Merchant shall reasonably request.
18. **Representations with Respect to Collateral.** Merchant hereby represents and warrants to Millstone that: the execution, delivery and performance by Merchant of this Pledge, and the remedies in respect of the Collateral under this Pledge (i) have been duly authorized; (ii) do not require the approval of any governmental authority or other third party or require any action of, or filing with, any governmental authority or other third party to authorize same (other than the filing of the UCC-1's); (iii) do not and shall not (A) violate or result in the breach of any provision of law or regulation, any order or decree of any court or other governmental authority, (B) violate, result in the breach of or constitute a default under or conflict with any indenture, mortgage, deed of trust, agreement or any other instrument to which Merchant is a party or by which any of Merchant's assets (including, without limitation, the Collateral) are bound.
19. **Further Assurances.** Upon the request of Millstone, Merchant, at Merchant's sole cost and expense, shall execute and deliver all such further UCC-1s, continuation statements, assurances and assignments of the Collateral and consents with respect to the pledge of the Collateral and the execution of this Pledge, and shall execute and deliver such further instruments, agreements and other documents and do such further acts and things, as Millstone may request in order to more fully effectuate the purposes of this Pledge and the assignment of the Collateral and obtain the full benefits of this Pledge and the rights and powers herein created.
20. **Attorney-in-fact.** Merchant hereby authorizes Millstone at any time to take any action and to execute any instrument, including without limitation to file one or more financing statements and/or continuation statements, to evidence and perfect the security interest created hereby and irrevocably appoints Millstone as its true and lawful attorney-in-fact, which power of attorney shall be coupled with an interest, with full authority in the place and stead of Merchant and in the name of Merchant or otherwise, from time to time, in Millstone's sole and absolute discretion, including without limitation (a) for the purpose of executing such statements in the name of and on behalf of Merchant, and thereafter filing any such financing and/or continuation statements and (b) to receive, endorse and collect all instruments made payable to Merchant.

EVENTS OF DEFAULT AND REMEDIES

21. **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" by Merchant:
 - a. Merchant shall violate any term, condition or covenant in this Agreement for any reason whatsoever other than as the result of Merchant's business ceases its operations exclusively due to any of the Valid Excuses.
 - b. Any representation or warranty by Merchant made in this Agreement shall prove to have been incorrect, false or misleading in any material respect when made.
 - c. Merchant shall default under any of the terms, covenants and conditions of any other agreement with Millstone (if any).
 - d. Merchant uses multiple depository accounts without obtaining prior written consent of Millstone in each instance.
 - e. Merchant fails to deposit any portion of its future Receipts into the Approved Bank Account;
 - f. Merchant changes the Approved Bank Account or Approved Processor without obtaining prior written consent of Millstone in each instance;
 - g. Merchant interferes with Millstone collection of Daily Installments.
 - h. Four (4) or more ACH transactions attempted by Millstone in one calendar month are rejected by Merchant's bank.
22. **Default under the Agreement.** In case any Event of Default occurs and is not waived by Millstone, Millstone may declare Merchant in default under this Agreement by sending a default notice to Merchant, provided, nevertheless, that no default notice is required upon Merchant's default in performance of its obligations under Section 6 of this Agreement.
23. **Merchant's Obligations Upon Default.** Upon receipt of such default notice, Merchant shall immediately pay Millstone the unpaid portion of the Purchased Amount. In addition, Merchant shall also pay to Millstone, as additional damages, any reasonable expenses incurred by Millstone in connection with recovering the monies due to Millstone from Merchant pursuant to this Agreement, including without limitation the costs of retaining collection firms and reasonable attorneys' fees and disbursements (collectively, "Reasonable Damages"). The parties agree that Millstone shall not be required to itemize or prove its Reasonable Damages and that the fair value of the Reasonable Damages

Guarantor #1 Initials: [



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Guarantor #2 Initials: [

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shall be calculated as twenty-five percent (25%) of the unpaid portion of the Purchased Amount. Furthermore, if the amount of the unpaid portion of the Purchased Amount specified in the default notice is not paid on the fifth (5th) Business Day following the date of the default notice (the "Default Payment Date"), the entire sum due to Millstone pursuant to this Section 21 shall bear simple interest from the Default Payment Date until is paid in full, at the rate of 12.00% per annum (and such interest shall accrue daily).

24. **Remedies Upon Default.** Upon Merchant's default, Millstone may immediately proceed to protect and enforce its rights under this Agreement and/or Guaranty by:
- Enforcing its rights as a secured creditor under the Uniform Commercial Code including, without limitation, notifying any account debtor(s) of Merchant of Millstone's security interest;
 - Enforcing the provisions of the Personal Guarantee of Performance against the Guarantor(s) without first seeking recourse from Merchant;
 - Filing the affidavit of confession of judgment (the "Affidavit") executed by the Guarantor(s), individually and on Merchant's behalf, in connection with this Agreement in the amount of the unpaid portion of the Purchased Amount, plus the Reasonable Damages, enter the judgment with the Clerk of the Court, without notice, and execute thereon ;
 - Notifying Merchant's credit card processor of the sale of Future Purchase Receipts hereunder and to direct such credit card processor to make payment to Millstone of all or any portion of the amounts received by such credit card processor on behalf of Merchant.
 - Commencing a suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of Merchant's obligations hereunder (including the Personal Guarantee) or any other legal or equitable right or remedy including without limitation Millstone's rights of a secured party under the UCC.
25. **Remedies are not Exclusive.** All rights, powers and remedies of Millstone in connection with this Agreement may be exercised at any time after the occurrence of any Event of Default, and are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided to Millstone by law or equity.
26. **Power of Attorney.** Merchant irrevocably appoints Millstone and its representatives as its agents and attorneys-in-fact with full authority to take any action or execute any instrument or document to do the following: (A) to settle all obligations due to Millstone from any credit card processor and/or account debtor(s) of Merchant; (B) upon occurrence of an Event of Default under Section 19 hereof, to perform any and all obligations of Merchant under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to Millstone; and (v) to file any claims or take any action or institute any proceeding which Millstone may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Purchased Amount.

ADDITIONAL TERMS

27. **Merchant Deposit Agreement.** Merchant shall execute an agreement with Millstone that would authorize Millstone to arrange for electronic fund transfer services and/or "ACH" payments of Daily Installments from the Approved Bank Account. Merchant shall provide Millstone and/or its authorized agent with all information, authorizations and passwords necessary to verify Merchant's receivables, receipts and deposits into the Approved Bank Account. Merchant shall authorize Millstone and/or its agent to deduct daily the amounts of Daily Installment to Millstone from settlement amounts which would otherwise be due to Merchant from electronic check transactions and to pay such amounts to Millstone by permitting Millstone to withdraw the Daily Installments from such the account. The authorization shall be irrevocable.
28. **Financial Condition.** Merchant and its Guarantor(s) authorize Millstone and its agents to investigate their financial responsibility and history, and will provide to Millstone any bank or financial statements, tax returns, etc., as deems necessary prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of financial information. is authorized to update such information and financial profiles from time to time as it deems appropriate.
29. **Transactional History.** Merchant shall execute written authorization(s) to their bank(s) to provide Millstone with Merchant's banking and/or credit-card processing history.
30. **Indemnification.** Merchant and its Guarantor(s) jointly and severally indemnify and hold harmless Approved Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Approved Processor resulting from (a) claims asserted by Millstone for monies owed to Millstone from Merchant and (b) actions taken by Approved Processor in reliance upon information or instructions provided by Millstone.
31. **No Liability.** In no event shall Millstone be liable for any claims asserted by Merchant or its Guarantor under any legal

Guarantor #1 Initials: [



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Guarantor #2 Initials: []

theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and Guarantor(s).

MISCELLANEOUS

32. **Modifications; Agreements.** No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by both parties.
33. **Assignment.** Millstone may assign, transfer or sell its rights or delegate its duties hereunder, either in whole or in part without prior notice to the Merchant. Merchant shall not assign its rights or obligations under this Agreement without first obtaining Millstone's written consent.
34. **Notices.** All notices, requests, consent, demands and other communications hereunder shall be delivered by certified mail, return receipt requested, to the respective parties to this Agreement at the addresses set forth in this Agreement and shall become effective as of the date of receipt or declined receipt.
35. **Waiver Remedies.** No failure on the part of to exercise, and no delay in exercising, any right under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.
36. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
37. **Governing Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of New York, without regards to any applicable principles of conflicts of law. Any lawsuit, action or proceeding arising out of or in connection with this Agreement shall be instituted exclusively in any court sitting in New York State, (the "Acceptable Forums"). The parties agree that the Acceptable Forums are convenient, and submit to the jurisdiction of the Acceptable Forums and waive any and all objections to inconvenience of the jurisdiction or venue. Should a proceeding be initiated in any other forum, the parties waive any right to oppose any motion or application made by either party to transfer such proceeding to an Acceptable Forum.
38. **Survival of Representation, etc.** All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.
39. **Severability.** In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.
40. **Entire Agreement.** Any provision hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof. This Agreement and Security Agreement hereto embody the entire agreement between Merchant and Millstone and supersede all prior agreements and understandings relating to the subject matter hereof.
41. **JURY TRIAL WAIVER.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.
42. **CLASS ACTION WAIVER.** THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY, AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
43. **ARBITRATION.** THE PARTIES ACKNOWLEDGE AND AGREE THAT, PROVIDED THAT NO SUIT, ACTION OR PROCEEDING (INCLUDING WITHOUT LIMITATION FILING OF AN AFFIDAVIT OF CONFESSION OF JUDGMENT) HAS BEEN ALREADY COMMENCED IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, EACH MILLSTONE, MERCHANT, AND ANY GUARANTOR SHALL HAVE THE RIGHT TO REQUEST THAT ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT, ARE SUBMITTED TO ARBITRATION. THE PARTY SEEKING ARBITRATION SHALL FIRST SEND A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ALL OTHER PARTIES, BY CERTIFIED MAIL. UPON SENDING OF SUCH NOTICE, A PARTY REQUESTING ARBITRATION MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR NATIONAL ARBITRATION FORUM ("NAF"). EACH MERCHANT, GUARANTOR AND MILLSTONE SHALL PAY

THEIR OWN ATTORNEYS' FEES INCURRED DURING THE ARBITRATION PROCEEDING. THE PARTY INITIATING THE ARBITRATION SHALL PAY ANY ARBITRATION FILING FEE, ADMINISTRATION FEE AND ARBITRATOR'S FEE.

44. **Counterparts and Facsimile Signatures.** This Agreement can be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement. Signatures delivered via facsimile and/or via Portable Digital Format (PDF) shall be deemed acceptable for all purposes, including without limitation the evidentially purposes.

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

THE MERCHANT:

By:  Robert Multuski
Name: Robert Multuski
Title: Owner/Agent/Manager
SSN: [REDACTED]

By: _____
Name: _____
Title: Owner/Agent/Manager
SSN: _____

OWNER/GUARANTOR #1:

By:  Robert Multuski
Name: Robert Multuski
SSN: [REDACTED]

OWNER/GUARANTOR #2:

Name: _____
SSN: _____

MILLSTONE FUNDING, INC.

By: Gina Monteforte
Name: Gina Monteforte
Title: President

PERSONAL GUARANTY OF PERFORMANCE

This Personal Guaranty of Performance (this "Guaranty") is executed as of May 30, 2023, by the undersigned individual(s) listed herein (individually and collectively, jointly and severally, "Guarantor") for the benefit of **MILLSTONE FUNDING, INC.** ("Buyer").

WHEREAS:

A. Pursuant to that Future Receivables Sale and Purchase Agreement (the "Agreement"), dated as of May 30, 2023, between Buyer and the merchant(s) listed below ("Merchant"), Buyer has purchased Future Receipts of Merchant.

THE MERCHANT:

Legal Business Name: Elite Home Development LLC

D/B/A: Elite Home Development LLC

B. Each Guarantor is an owner, officer, or manager of Merchant and will directly benefit from Buyer and Merchant entering into the Agreement.

C. Buyer is not willing to enter into the Agreement unless Guarantor irrevocably, absolutely and unconditionally guarantees prompt and complete performance to Buyer of all of the obligations of Merchant under the Agreement (collectively, the "Obligations").

NOW, THEREFORE, as an inducement for Buyer to enter into the Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor does hereby agree as follows:

1. Defined Terms: All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. Guaranty of Obligations: Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Buyer prompt, full, faithful and complete performance and observance of all of Merchant's Obligations; and Guarantor unconditionally covenants to Buyer that if default or breach shall at any time be made by Merchant in the Obligations, Guarantor shall well and truly pay or perform (or cause to be paid or performed) the Obligations and pay all damages and other amounts stipulated in the Agreement with respect to the non-performance of the Obligations, or any of them.

3. Guarantor's Other Agreements: Guarantor will not dispose, convey, sell or otherwise transfer, or cause Merchant to dispose, convey, sell or otherwise transfer, any material business assets of Merchant without the prior written consent of Buyer, which consent may be withheld for any reason, until receipt of the entire Purchased Amount. Guarantor shall pay to Buyer upon demand all expenses (including, without limitation, reasonable attorneys' fees and disbursements) of, or incidental to, or relating to the enforcement or protection of Buyer's rights hereunder or Buyer's rights under the Agreement. This Guaranty is binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of and may be enforced by the successors and assigns of Buyer. If there is more than one Guarantor, the obligations of the Guarantors hereunder shall be joint and several. The obligation of Guarantor shall be unconditional and absolute, regardless of the unenforceability of any provision of any agreement between Merchant and Buyer, or the existence of any defense, setoff or counterclaim, which Merchant may assert. Buyer is hereby authorized, without notice or demand and without affecting the liability of Guarantor hereunder, to at any time renew or extend Merchant's obligations under the Agreement or otherwise modify, amend or change the terms of the Agreement. Guarantor is hereby notified that a negative credit report reflecting on his/her credit record may be submitted to a credit-reporting agency if the Guarantor does not honor the terms of this Guaranty.

4. Waiver; Remedies: No failure on the part of Buyer to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver, nor shall any single or partial exercise of any right under this Guaranty preclude any other or further exercise of any other right. The remedies provided in this Guaranty are cumulative and not exclusive of any remedies provided by law or equity. In the event that Merchant fails to perform any obligation under the Agreement, Buyer may enforce its rights under this Guaranty without first seeking to obtain performance for such default from Merchant or any other guarantor.

Guarantor #1 Initials: []

Guarantor #2 Initials: []

5. Acknowledgment of Purchase: Guarantor acknowledges and agrees that the Purchase Price paid by Buyer to Merchant in exchange for the Purchased Amount is a payment for an adequate consideration and is not intended to be treated as a loan or financial accommodation from Buyer to Merchant. Guarantor specifically acknowledges Buyer is not a lender, bank or credit card processor, and that Buyer has not offered any loans to Merchant, and Guarantor waives any claims or defenses of usury in any action arising out of this Guaranty. Guarantor acknowledges the Purchase Price paid to Merchant is good and valuable consideration for the sale of the Purchased Amount of Future Receipts.

6. Governing Law and Jurisdiction: This Guaranty shall be governed by, and constructed in accordance with, the internal laws of the State of New York without regard to principles of conflicts of law. Except as provided in Section 9 of this Guaranty, Guarantor submits to the nonexclusive jurisdiction and venue of any state or federal courts sitting in New York State or otherwise having jurisdiction over this Guaranty and Guarantor, for resolution of any claim or action arising, directly or indirectly, out of or related to this Guaranty. The parties stipulate that the venues referenced in this Agreement are convenient. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.

7. JURY WAIVER: THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS GUARANTY IS A PART OR ITS ENFORCEMENT, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

8. CLASS ACTION WAIVER: THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

9. ARBITRATION: THE PARTIES ACKNOWLEDGE AND AGREE THAT, PROVIDED THAT NO SUIT, ACTION OR PROCEEDING (INCLUDING WITHOUT LIMITATION FILING OF AN AFFIDAVIT OF CONFESSION OF JUDGMENT) HAS BEEN ALREADY COMMENCED IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS GUARANTY AND/OR THE TRANSACTION CONTEMPLATED BY THE AGREEMENT, EACH BUYER, MERCHANT AND GUARANTOR SHALL HAVE THE RIGHT TO REQUEST THAT ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THE CONSTRUCTION AND/OR INTERPRETATION OF THIS GUARANTY ARE SUBMITTED TO ARBITRATION. THE PARTY SEEKING ARBITRATION SHALL FIRST SEND A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ALL OTHER PARTIES, BY CERTIFIED MAIL. UPON SENDING OF SUCH NOTICE, A PARTY REQUESTING ARBITRATION MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR NATIONAL ARBITRATION FORUM ("NAF"). EACH MERCHANT, GUARANTOR AND BUYER SHALL PAY THEIR OWN ATTORNEYS' FEES INCURRED DURING THE ARBITRATION PROCEEDING. THE PARTY INITIATING THE ARBITRATION SHALL PAY ANY ARBITRATION FILING FEE, ADMINISTRATION FEE AND ARBITRATOR'S FEE.

12. Severability: If for any reason any court of competent jurisdiction finds any provisions of this Guaranty to be void or voidable, the parties agree that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this Guaranty shall be effective to the fullest extent allowed under applicable law.

13. Opportunity for Attorney Review: The Guarantor represents that he/she has carefully read this Guaranty and has, or had a reasonable opportunity to, consult with his or her attorney. Guarantor understands the contents of this Guaranty, and signs this Guaranty as his or her free act and deed.

Guarantor #1 Initials: [

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Guarantor #2 Initials: [

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14. Counterparts and Facsimile Signatures: This Guaranty may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement. Facsimile or scanned documents shall have the same legal force and effect as an original and shall be treated as an original document for evidentiary purposes.

OWNER/GUARANTOR #1:A handwritten signature in cursive script that reads "Robert Multuski". To the left of the first letter "R" is a red circular stamp containing a white capital letter "C".

Name: Robert Multuski

Address: 27 Glass Hill Rd
McDonald PA 15057

SSN: [REDACTED]

OWNER/GUARANTOR #2:

Name: _____

Address: _____

SSN: _____

Guarantor #1 Initials: [

A red circular stamp with a white "C" is positioned to the left of the initials "RM". The initials are written in a large, stylized, cursive font.

]

Guarantor #2 Initials: [

]

APPENDIX A FEE STRUCTURE

Pursuant to that Future Receivables Sale and Purchase Agreement (the "Agreement"), dated as of May 30, 2023, between Buyer and the merchant(s) listed below ("Merchant"), Buyer and Merchant agree to the following fee schedule:

THE MERCHANT:

Legal Business Name: Elite Home Development LLC

D/B/A: Elite Home Development LLC

- A. **Origination Fee:** \$ 3,400.00 (to cover underwriting and related expenses).
- B. **NSF Fee:** \$35.00 each occurrence (up to two occurrences before a default is declared).
- C. **Rejected ACH:** \$100.00 (if a merchant directs the bank to reject our debit ACH).
- D. **Bank Change Fee:** \$50.00 (If Merchant requires a change of account to be debited requiring us to adjust our system).
- E. **Unauthorized Account Fee:** \$5,000.00 (i.e., if Merchant blocks Millstone's ACH debit of the Account, bounces more than 4 debits of the Account, or simultaneously uses multiple bank accounts or credit-card processors to process its receipts).
- F. **Default Fee:** \$2,500.00 (i.e., if Merchant changes bank accounts or switches to another credit-card processor without Millstone's consent, or commits another default pursuant to the Agreement).
- G. **Monthly Maintenance Fee** \$ 0.00
- H. **Miscellaneous Service Fees:** Merchant shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be charged \$30.00 for a Fed Wire .
- I. **UCC Fee:** \$195.00

THE MERCHANT:

By:  *Robert Multuski*

Name: Robert Multuski

Title: Owner/Agent/Manager

SSN: [REDACTED]

By:

Name:

Owner/Agent/Manager

SSN:

Title: