



Libertas Funding, LLC
411 West Putnam Avenue Suite 220, Greenwich, CT 06830

AGREEMENT OF SALE OF FUTURE RECEIPTS

This AGREEMENT OF SALE OF FUTURE RECEIVABLES (hereinafter "Agreement") is made as of 07/17/2023, and is made by and between **Libertas Funding, LLC**, a Connecticut Limited Liability Company as purchaser ("Purchaser"), and the merchant whose name, address and other personal information is set forth below, as seller ("Seller"), and the individual authorized Representative of the Seller whose name, address and other personal information are set forth below ("Representative"). For good and valuable consideration, the parties hereto and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Merchant Information (see addendum)

Merchant Legal Name: NATURE'S NEST LLC et al	DBA Name: NATURE'S NEST
Entity Type: Limited Liability Company	FEIN: **** [REDACTED]
State Of Incorporation: NJ	Bank Name: BANK OF AMERICA
Address: 525 Route 73 North Suite 300 Marlton NJ 08053	Phone: 8563344026

REPRESENTATIVE INFORMATION (referred to individually or collectively as the ("Representative"))

Name of Representative 1: Donald Demato	Cell Phone: 856264950	Social Security #: **** [REDACTED]
Home Address: 5 Unbridge Wells Court	City/State: MEDFORD NJ	Zip Code: 08055
Ownership %: 58	Email: ddemato@naturesnest.com	

PRIMARY TERMS

THIS AGREEMENT INCLUDES A JURY TRIAL AND CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY.

In this Agreement, you are selling to us a specified amount of future payments you customers make for your goods and services, as further defined below ("Future Receipts"). We agree to buy from you (and you agree to sell to us) the amount of Future Receipts shown below (the "Amount Sold") in exchange for the "Purchase Price" shown below. In order to deliver to us the Amount Sold, you assign to us the share of your Future Receipts ("Specified Percentage") shown below, every week from the date we delivered the Purchase Price until we have received the entire Amount Sold and all fees or other amounts due under this Agreement (the "Compliance Amount").

We are buying Future Receipts from you, no loaning you money. You are not required to pay interest on the Purchase Price and this Agreement has no term or required payments amounts that are subject to change based on your future revenue. Instead, your obligation is to deliver to us the Specified Percentage of your Future Receipts as they are generated in the ordinary course of your business. This means that your obligation to us is a guess with your cash flow. When your Future Receipts decline because business slows down, you will be able to deliver Future Receipts to us more slowly.

By purchasing Future Receipts from you, we assume risks such as non-delivery of the Future Receipts we bought as quickly as we can be paid, or no receiving any of them if you go out of business. However, you are not allowed to engage in "bad acts" that unfairly prevent us from receiving what we paid for. For example, unless you cease operations, you are not allowed to change the bank account in which we collect our Weekly Delivery Amounts (see below) without our approval, lock our account or close our Weekly Delivery Amounts, sell your Future Receipts to another funding company (stacking) or close your business and start up another business right away. Additionally, you are representing that the information you provided us is accurate in a manner respecting that you have no outstanding obligations with respect to your business. The details on this are below.

KEY BUSINESS TERMS AND DEFINITIONS:

Amount Sold	\$ 250 000 00	he dollar value of Future Receipts that Merchant agrees to sell to Purchaser
Purchase Price	\$ 000 000 00	he total amount that Purchaser agrees to pay for the Amount Sold
Estimated Monthly Future Receipts ("Future Receipts")	\$5 660 50 52	All sums received by or payable to Merchant from its customers as payment for Merchant's goods and/or services in the ordinary course of Merchant's business after Merchant receives the Purchase Price from Purchaser. Future Receipts include among other things payments by cash physical or electronic checks credit cards charge cards debit cards other payment cards ACH or other electronic payments and any other form of funds transfer or payment. When the Payment Card Split Method of delivering Future Receipts is used Purchaser will collect only Future Receipts processed through the Approved Card Processor (defined below)
Direct Payments to Third Parties/Renewals	N/A	Amounts paid to Other Funders
Total Amount Sent to Merchant	\$980 000 00	he Purchase Price minus the Origination Fee (see below) minus Direct Payments to Third Parties/Renewals (see above)
Specified Percentage	20%	The percentage of Future Receipts that the Merchant is required to deliver to Purchaser until the entire Completion Amount is delivered to Purchaser in accordance with this Agreement, provided that as long as the Weekly Delivery Amount of \$24,801.60 is paid this condition will be deemed met.
Weekly Delivery Amount	\$24 80 60	The dollar amount that Merchant and Purchaser agree to be an approximation of the Specified Percentage of Future Receipts each week as of the date of this Agreement, based upon the information provided by Merchant to Purchaser concerning Merchant's most recent receipts. This is the maximum amount that must be delivered on a weekly basis by the Company to Libertas Funding, LLC.
Discount Factor	25	he adjustment to the Amount Sold that enables us to calculate the Purchase Price
Origination Fee	\$20 000 00	he amount Purchaser will deduct from the Purchase Price and retain to compensate it for due diligence and other costs in evaluating whether to purchase the Amount Sold
Repurchase Price (applicable discounts)	08 @ month(s) @ 2 month(s) 2 @ 3 month(s) 4 @ 4 month(s) 6 @ 5 month(s)	he discounted price Merchant may pay to end this financing transaction early by repurchasing Future Receipts sold to Purchaser but not yet delivered. The Repurchase Price is equal to the discount factor set forth in the column to the left for each month following the Commencement Date. This shall be multiplied by the Purchase price unless amounts collected prior to the date in which the Repurchase price is paid
Good Faith Estimate of Term	2 Months	his Agreement has no term. However based on your historical revenue we have estimated how long it will take you to deliver the Amount Sold to us under this Agreement
Commencement Date		he date when the Purchase Price is paid to Merchant
Business Day		Monday through Friday except bank holidays
Remittance Method	ACH	Method of remittance agreed upon by Purchaser and Merchant

Note: The bold type terms in the tables above and below shall constitute defined terms with respect to this Agreement. PLEASE NOTE THAT THE PURCHASER WILL NOT TAKE MORE THAN THE EXPECTED WEEKLY REMITTANCE WITHOUT THE CONSENT OF THE MERCHANT.

I. **SALE OF FUTURE RECEIPTS; PAYMENT OF PURCHASE PRICE:**

1. Sale of Future Receipts; Not a Loan. In exchange for the Purchase Price, Merchant hereby sells, assigns, transfers, and conveys (hereinafter, the "Sale") to Purchaser all of Merchant's right, title and interest in and to the Specified Percentage of such Future Receipts until the Completion Amount is delivered to Purchaser. This Sale is made without recourse against Merchant and Authorized Representative except as specified below for the period of this Agreement. By virtue of this Agreement, Merchant transfers to Purchaser full and complete authority to collect and receive payment for his assignments and to receive payment for the amount so paid and to resell such amounts herein. Merchant and Purchaser agree that the Purchase Price is payment for his assignments and sale of the amount so paid and that his collection and resale of such amounts is not intended to be, nor shall it be construed as, a loan from Purchaser to Merchant. Furthermore, Purchaser's ability to collect the amount so paid is contingent upon his continued operation of Merchant's business, and he may not deliver any of the Specified Percentage of Future Receipts while dependent on how quickly Merchant's business generates Future Receipts. **Merchant and Authorized Representative expressly agree not to take the position that this transaction is a loan, and they expressly waive any and all claims and defenses based on that position in any action or proceeding arising out of this Agreement, including without limitation claims or defenses of usury.**

2. Payment of Purchase Price.

- a. Subjec o he sa sfac ory comp e on of Purchaser's due d gence (n s d scre on), Purchaser sha pay he Purchase Pr ce minus he Org na on Fee o Merchan promp y af er he da e of h s Agreeemen , subjec o Sec on 2(b) be ow.
- b. If Merchan prevous y so d Fu ure Rece p s o Purchaser bu has no ye rem ed he fu Comp e on Amoun pursuan o he pror ransac on, Merchan hereby reques s o repurchase he unde vered ba ance of he Amoun So d from ha ransac on and d rec s Purchaser o deduc he repurchase pr ce from he Purchase Pr ce and app y o comp e e he pror ransac on. S m ary, f Merchan prevous y ob a ned a oan from Purchaser and has a ba ance due on such oan, Merchan hereby ns ruc s Purchaser o deduc he ba ance due on he pr or oan from he Purchase Pr ce and app y o pay off he pr or oan. In he even ha he agreeemen for he pr or sa e of Fu ure Rece p s does no perm repurchase of any por on of he amoun so d, such agreeemen s hereby amended o perm repurchase on he same erms as se for h n h s Agreeemen .

II. DELIVERY OF AMOUNT SOLD:**3. Method of Delivery of Amount Sold.** Purchaser offers three me hods by wh ch Merchan may de ver he Spec fed Percen age of s Fu ure Rece p s o Purchaser: each week ACH deb s by Purchaser from Merchan 's bank accoun , week y rem ances from Merchan 's paymen card processor, and a lockbox arrangemen . Each of hese me hods s descr bed be ow. The me hod o be used n a y s spec fed on he f rs page of h s Agreeemen . The me hod of de very may be changed by wr en agreeemen be ween Purchaser and Merchan .

- a. D rec Deb Me hod. Under he D rec Deb Me hod, Merchan agrees o depos a Fu ure Rece p s n o one (and on y one) bank accoun wh ch sha be preapproved by Purchaser (he "Approved Bank Accoun "). Merchan sha execu e an ACH Au hor za on a owing Purchaser o deb d rec y from he Approved Bank Accoun each week he week y De very Amoun v a ACH deb , as spec fed be ow.
- b. Paymen Card Sp Me hod. Under he Paymen Card Sp Me hod, Merchan sha excus ve y use a s n g e Approved Card Processor (def ned be ow) o process a paymen s made by cred , deb , and o her paymen cards for Merchan 's goods and serv ces. Merchan sha ns ruc such Approved Card Processor o rem week y o Purchaser he Spec fed Percen age of he Fu ure Rece p s for ha week, and o rem he ba ance (ess any fees charged by he Approved Card Processor) o Merchan .
- c. Lockbox Me hod. Under he Lockbox Me hod, Merchan agrees o depos a Fu ure Rece p s n o a spec a bank accoun es ab shed jo n y by Purchaser and Merchan n accordance w a lockbox arrangemen among Merchan , Purchaser and a bank ng ns u on chosen by Purchaser (he "Lockbox Accoun "), and Purchaser sha deb each week he week y De very Amoun from he Lockbox Accoun .

4. Direct Debit Method and Lockbox Method Provisions. The fo owing erms app y f e her he D rec Deb Me hod or he Lockbox Me hod s used, un ess o herw se spec fed here n.

- a. Week y De very Amoun . Purchaser and Merchan agree ha , for eff c ency purposes, Merchan may de ver he Spec fed Percen age of Fu ure Rece p s each week by rem ng he Week y De very Amoun , wh ch Purchaser has ca cu a ed o be rough y equ va en o he Spec fed Percen age of Merchan 's h s or ca revenue each week. Purchaser, Merchan , and Au hor zed Represen a ve acknow edge ha Merchan 's ac ua Fu ure Rece p s may vary each week or from Merchan 's h s or ca revenue, bu they agree ha he Week y De very Amoun s a fair and reasonab e es ma e of he Spec fed Percen age of Fu ure Rece p s. The Week y De very Amoun may be adjus ed as se for h n Sec on 11. Merchan a so has he rgh o reconc e any d ference be ween he Week y De very Amoun s rece ved n a g ven four week per od and he Spec fed Percen age of Fu ure Rece p s ac ua y genera ed dur ng ha four week per od, as se for h n Sec ons 10 and 11.

A ny me dur ng he erm of h s Agreeemen , Purchaser may change he me hod by wh ch w accep he Week yDe very by prov d ng Merchan w h wr en ns ruc ons of a new me hod of de very of Week y De very o Purchaser.

5. Timing of Weekly Deliveries.

Merchan hereby au hor zes Purchaser o deb he Week y De very Amoun from he Approved Bank Accoun or he Lockbox Accoun , as app cab e, v a ACH or e ec ron c checks once each week. If a deb s schedu ed o occur on a bank ho day, he deb sha be made on he fo owing Bus ness Day. Deb s of he Week y De very Amoun sha commence on a da e se ec ed by Purchaser wh ch sha be no a er han 15 days fo owing he Commencemen Da e. Week y de ver es sha con nue un Purchaser has rece ved he Comp e on Amoun , un ess Merchan f es for bankrup cy and/or goes ou of bus ness n he ord nary course, w hou f rs comm ng a Bad Ac (as def ned be ow). In he even ha he f na week y de very resu s n Purchaser rece v ng more han Amoun So d (no nc ud ng fees), Purchaser sha refund any amoun n excess of he Amoun So d (no nc ud ng fees) w h n 5 bus ness days of he f na week y de very.

6. Approved Bank Account.

If he D rec Deb Me hod s used, and for he purpose of a owing Purchaser o deb any fees due under h s Agreeemen f he Paymen Card Sp Me hod s used, Merchan des gna es he bank accoun be ow as he Approved Bank Accoun , subjec o approva by Purchaser. Merchan agrees o des gna e a dfferen bank accoun accep abe o Purchaser f Purchaser does no approve he accoun des gna ed be ow. In he even he Approved Bank Accoun becomes unava abe or Purchaser reques s ha a dfferen bank accoun be used for any reason (such as d ff cu es deb ng he Week y De very Amoun from such bank accoun), Merchan sha arrange for ano her Approved Bank Accoun mmed a e y, and n no even a er han f ve ca endar days af er he pr or accoun becomes unava abe or Purchaser reques s he des gna on of a new Approved Bank Accoun . If any week yde very (or mu p e week y de ver es) requ red under he D rec Deb Me hod does no occur due o a change n he Approved Bank Accoun , Purchaser may deb he m ssed week y de ver es oge her w h he nex week y de very. **Account Number: 381032732052 Routing Number: 021200339**

7. Lockbox Account. If he Lockbox Me hod s used, Merchan hereby au hor zes Purchaser o n a e a ockbox arrangement and on ruc Merchan's Approved Card Processor and Merchan's nvo ced cus omers/c en s/vendees o depos a a sums due o Merchan from each of hose par es d rec y o he Lockbox Accoun . If requ red, Merchan sha en er n o a ockbox agreemen w h Purchaser and he bank ng ns u on chosen by Purchaser, and comp e e any add ona paperwork, for he purpose of es ab sh ng he Lockbox Accoun .

8. Third Party Appointment and Authorization. By s gn ng be ow, Merchan acknowledge ha Purchaser may, a any me, a Purchaser's so e d scre on, and w hou pr or no ce, appo n a h rd par y, wh ch may be an aff a e of Purchaser, nc ud ng, w hou m a on, K ne c D rec Fund ng, LLC (such h rd par y be ng he "Serv c ng Agen ") o perform any or a of he ac ons au hor zed by he ACH Au hor za on and he Agreemen . Merchan fur her agrees and acknowledge ha Serv c ng Agen sha have a of he same rgh s, respons b es, and au hor za ons gran ed o Purchaser by he ACH Au hor za on and he Agreemen . For purposes of car y, any Serv c ng Agen may perform any and a ac v es o serv ce he Agreemen , nc ud ng he co ec on of Fu ure Rece p s (as se for h above) and fees, as f was he Purchaser.

9. Fees Associated with Weekly Deliveries I sha be Merchan's exc us ve respons b y o pay o s bank ng ns u on and/or Purchaser's bank ng ns u on d rec y (or o compensa e Purchaser f s charged) a fees, charges and expenses ncurred by e her Merchan or Purchaser due o rejec ed e e c ron c checks or ACH deb a emp s, overdraf s or rejec ons by Merchan's bank ng ns u on of he ransac ons con emp a ed by h s Agreemen .

III. MERCHANT'S RIGHT FOR RECONCILIATION AND ADJUSTMENT:

10. Merchant's Right for Reconciliation of Weekly Deliveries

- Merchan sha have he rgh , n s so e and abso u e d scre on bu subjec o he prov s ons of Sec on 11 be ow, o reques re roac ve reconc a on of any d fference be ween he Week y De very Amoun s rece ved by Purchaser throug he four weeks of Week y de ver es mmmed a e y preced ng he day when such reques for reconc a on s rece ved by Purchaser (each such four week per od, a "Reconc a on Mon h") and he Spec f ed Percen age of Fu ure Rece p s ac ua y genera ed dur ng ha Reconc a on Mon h.
- Purchaser w perform each me y reques ed reconc a on (each, a "Reconc a on") w h n f ve (5) Bus ness Days fo owing s rece p of he Merchan's reques for reconc a on by e her cred ng or deb ng he d fference back o or from he Approved Bank Accoun or he Lockbox Accoun , as app cab e, so ha he o a amoun deb ed by Purchaser from he Approved Bank Accoun or he Lockbox Accoun (as app cab e) dur ng he Reconc a on Mon h a ssue s equa o he Spec f ed Percen age of he Fu ure Rece p s ha Merchan ac ua y co ec ed dur ng he Reconc a on Mon h a ssue .

3. Request for Reconciliation Procedure.

Merchant's Right for Reconciliation of Weekly Deliveries

- I sha be Merchan's so e respons b y and r gh hereunder o n a e Reconc a on of Merchan's ac ua Fu ure Rece p s dur ng any Reconc a on Mon h by send ng a reques for reconc a on o Purchaser.
- Any such reques for Reconc a on of Merchan's Week y rece p s for a spec f c Reconc a on Mon h sha be n wr ng, sha nc ude a copy of Merchan's bank s a emen (s) and cred card process ng s a emen (s) for he Reconc a on Mon h a ssue, and mus be rece ved by Purchaser v a ema a customer.service@libertasfunding.comw h n f ve (5) Bus ness Days af er he as day of he Reconc a on Mon h a ssue (me be ng of he essence). Any reques for Reconc a on rece ved af er h s dead ne w no be honored.
- Merchan sha have he rgh o reques Reconc a on as many mes dur ng he term of h s Agreemen as deems proper, and Purchaser sha comp y w h such reques , prov ded ha :
 - Each such reques s made n accordance w h he erms of h s Sec on 11.
 - If a reques for Reconc a on s me y made af er Purchaser has rece ved he Comp e on Amoun , and he Reconc a on resu s n par of he Comp e on Amoun be ng refunded o Merchan , hen Purchaser sha con nue o rece ve Week y de ver es un rece ves he Comp e on Amoun .
 - If Purchaser becomes aware ha has rece ved funds ha s no en ed o, hen Purchaser sha re urn hose funds o he Merchan w hou reques by he Merchan for reconc a on as se for h above.
- Un ess Purchaser has rece ved he Comp e on Amoun , Purchaser s en ed o con nue rece v ng Week y de ver es whe her or no Merchan has made a reques for Reconc a on. Merchan agrees no o ake any ac on o n erfere w h Week yde ver es based on he pendancy of a reques for Reconc a on.

12. Adjustment of Weekly Delivery

- If a Reconc a on s performed ha resu s n a refund o he Merchan of a eas 20% of he aggrega e Week yDe very Amoun s rece ved by Purchaser dur ng he app cab e Reconc a on Mon h, Merchan sha have he op on o reques , subjec o he requ remen s of Sec on 13 be ow, mod f ca on ("Adjus men ") of he Week y De very Amoun on a go ng forward bas s. Purchaser n s so e and abso u e d scre on may a owa temporary Adjus men upon Merchan's proof of c rcums ances warra ng such Adjus men , such as a na ura d sas er requ r ng temporary c osure of Merchan's bus ness. Af er an Adjus men s gran ed, he adjus ed Week y De very Amoun sha rep ace and supersede he amoun of he Week y De very Amoun se for h n he preamb e of h s Agreemen and fu ure week yde ver es sha be made n he adjus ed amoun . A Adjus men s made n accordance w h h s sec on or o her sec ons of h s Agreemen , sha be effec ve for one mon h, af er wh ch me, he Merchan mus prov de Purchaser w h s bank s a emen s each mon h o a o Purchaser o re eva ua e he Merchan's informa on o de erm ne whe her a con nued Adjus men s warra ed.

b. The Adjus men of he Week y De very Amoun sha be performed by Purchaser w h n f ve (5) Bus ness Days fo ow ng s rece p of he Merchan 's reques for Adjus men .

13. Request for Adjustment Procedure.

- a. I sha be Merchan 's so e respons b y and r gh o n a e he Adjus men by send ng a reques for Adjus men o Purchaser.
- b. A reques for Adjus men (an "Adjus men Reques") sha be n wr ng, sha nc ude cop es of: () Merchan 's hree (3) consecu ve bank s a emen s for he Approved Bank Accoun or Lockbox Accoun , as app cab e, mmed a e y preced ng he da e of Purchaser's rece p of he Adjus men Reques ; () Merchan 's hree (3) consecu ve paymen card process ng s a emen s mmed a e y preced ng he da e of Purchaser's rece p of he Adjus men Reques ; and/or () Merchan 's bank s a emen s and paymen card process ng s a emen s prev ous y prov ded by Merchan o Purchaser when app yng o se Fu ure Rece p s o Purchaser, or when app yng for he mos recen Adjus men ha was made, f app cab e. The Adjus men Reques sha be sen by ema o Purchaser a customer.service@libertasfunding.com w h n f ve (5) Bus ness Days af er he da e ha s he a er of he as day for wh ch ac v y s shown on he a es bank s a emen enc osed w h he Adjus men Reques and he as day for wh ch ac v y s shown on he a es card process ng s a emen enc osed w h he Adjus men Reques (me be ng of he essence). Any Adjus men Reques rece ved af er h s dead ne w no be honored.
- c. Merchan may reques Adjus men of he Week y De very Amoun as many mes as deems proper, and Purchaser sha comp y w h such Adjus men Reques s, prov ded ha :
 - . Each Adjus men Reques s made n accordance w h he requeren s se for h n h s Sec on 12.
 - . No Adjus men Reques may be made af er Purchaser has rece ved he Comp e on Amoun ; and.
 - . Un less Purchaser has rece ved he Comp e on Amoun , Purchaser s en ed o con nue rece v ng Week yDe ver es whe her or no Merchan has made an Adjus men Reques . Merchan agrees no o ake any ac on o n erfere w h week y de ver es based on he pendency of an Adjus men Reques .

IV. Payment Card Split Method Provisions.

The fo ow ng erms (see Sec ons 14 16) app y f he Paymen Cared Sp Me hod s used, un ess o herw se spec f ed here n.

14. Approved Card Processor. Merchan agrees o en er n o a paymen card process ng agreemen w h a paymen card processor approved by Purchaser (he "Approved Card Processor") n order o ob a n card process ng serv ces for cred cards, charge cards, deb cards, prepard cards, or o her paymen cards used o purchase Merchan 's goods and/or serv ces. If Merchan has en ered n o a paymen card process ng agreemen before he da e of h s Agreemen , Merchan may reques ha Purchaser rev ew such agreemen and any o her informa on deems per nen for approva of he ex s ng paymen card processor n he so e and abso u e d scre on of Purchaser. Merchan agrees o process a of s paymen card ransac ons hrough he Approved Card Processor, and no o sw ch o a dfferen paymen card processor or use an add ona paymen card processor w hou Purchaser's express wr en consen . If Purchaser perm s Merchan o use a dfferen paymen card processor, he new processor sha become he Approved Card Processor. In he even he Approved Card Processor becomes unava abe or Purchaser reques s ha a dfferen paymen card processor be used for any reason (such as he Approved Card Processor fa ng o me y de ver he Spec f ed Percen age of Fu ure Rece p s o Purchaser on a cons s en bas s), Merchan sha arrange for ano her Approved Card Processor mmed a e y, and n no even a er han f ve ca endar days af er he Approved Card Processor becomes unava abe or Purchaser reques s he des gna on of a new Approved Card Processor.

15. Processing Arrangement Merchan hereby au hor zes and d rec s he Approved Card Processor, and any o her processor, acqu rer, serv ce prov der, or f nanc a ns u on ak ng cus ody of, ho d ng, possess ng, or ssu ng paymen ns ruc ons w h respec o Fu ure Rece p s (oge her, he "Rece p s Cus od ans") o de ver he Spec f ed Percen age of Fu ure Rece p s on each Bus ness Day (he "Week y De very Amoun ") o Purchaser ra her han Merchan un Purchaser has rece ved he Comp e on Amoun , or, n he even ha Purchaser dec ares he en re Comp e on Amoun o be de verab e based on a breach of h s Agreemen , o de ver h s amoun . On days when banks are no open, he Spec f ed Percen age w be de vered o Purchaser on he nex bank ng day. For examp e, he Spec f ed Percen age for Fr day, Sa urday, and Sunday w be de vered on he fo ow ng Monday (or Tuesday f Monday s a bank ho day). Merchan acknow edges ha he Approved Card Processor w be ac ng on behaf of Purchaser o co ec he Spec f ed Percen age of Fu ure Rece p s. Merchan agrees ha he Fu ure Rece p s so d under h s Agreemen are Purchaser's proper y. Purchaser sha have no ob ga on o refund or re urn he Amoun So d or any por on hereof o Merchan n he even ha he Approved Card Processor or any o her Rece p s Cus od an n a es a refund, cred , reversa , or chargeback of a ransac on subjec o h s Agreemen , as such adjus men s ypc a y are ne ed aga ns fu ure card vo ume. Merchan agrees ha when a Rece p s Cus od an akes cus ody of, ho ds, possesses, or ssues paymen ns ruc ons w h respec o Fu ure Rece p s, does so n rus for Purchaser. If here has no been a defau , a Rece p s Cus od an w no de ver any par cu ar day's Week yAmoun o us f ha Week y Amoun has a ready been de vered o us by ano her Rece p s Cus od an. Merchan agrees ha does no have he rgh o revoke or o herw se seek o overr de he au hor za on and d rec on se for h n h s sec on and ha h s au hor za on may on y be revoked by Purchaser. You agree ha a Rece p s Cus od an may re y on any ns ruc ons ssued by us w h respec o he de very of he Fu ure Rece p s, nc ud ng an ns ruc on o de ver a Fu ure Rece p s o us n he even we dec are he Comp e on Amoun o be de verab e based on a breach of h s Agreemen . You wa ve and re ease any and a c a ms you may have aga ns any Rece p s Cus od an ha are n any way re a ed o he Rece p s Cus od an de ver ng Fu ure Rece p s o us as descr bed n h s sec on. You au hor ze each Rece p s Cus od an o prov de us w h any and a informa on we reques abou he Rece vab es ha Rece p s Cus od an possesses or has access o, nc ud ng w hou m a on informa on abou week y vo umes, number of ransac ons, d s r bu ons, chargebacks, offse s, w hdrawa s, and o a s. YOU, YOUR SUCCESSORS AND PERMITTED ASSIGNEES AND AFFILIATES, AGREE TO FOREVER DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS PURCHASER, EACH RECEIPTS CUSTODIAN, AND THEIR AND OUR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, AFFILIATES, AND REPRESENTATIVES AGAINST ALL DAMAGES, EXPENSES, CLAIMS, SUITS, DEMANDS, COSTS, ATTORNEYS' FEES OR

LOSSES ARISING OUT OF OR ALLEGED TO HAVE ARisen OUT OF OR IN CONNECTION WITH DELIVERING FUTURE RECEIPTS TO US AS DESCRIBED IN THIS SECTION. IN NO EVENT WILL WE OR THE RECEIPTS CUSTODIANS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties agree that any amounts due a Purchaser under your agreement with such Purchaser shall not be liable to you or to any third party for any loss of use, revenue or profit or loss of data or for any direct, consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

The Parties agree that any amounts due a Purchaser under your agreement with such Purchaser shall not be liable to you or to any third party for any loss of use, revenue or profit or loss of data or for any direct, consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

(continued, he "Valid Excuses":)

- . **Processing Trial.** after this Agreement has been executed by Purchaser and Merchant, Purchaser has the option to do so and absolve us to conduct a processing trial (the "Processing Trial") to determine whether the Specified Percentage will be correctly processed and/or reported by the Approved Card Processor to Purchaser. If Purchaser elects to conduct a Processing Trial, Merchant acknowledges and agrees that Purchaser will decide not to do so, any amounts received by Purchaser during the Processing Trial shall be refunded to the Merchant.

V. MERCHANT'S OBLIGATIONS, REPRESENTATIONS, WARRANTIES AND COVENANTS:

16. MERCHANT'S OBLIGATIONS, COVENANTS, REPRESENTATIONS AND WARRANTIES. Merchant agrees, covenants, represents, and warrants as follows: he may execute this Agreement and on a continuing basis until such time as Purchaser has received the Compensation Amount or Merchant has filed for bankruptcy or gone out of business in the ordinary course:

- a. **Business Purpose; Use of Purchase Price. MERCHANT REPRESENTS AND WARRANTS THAT IT IS ENTERING INTO THIS AGREEMENT SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES** Merchant agrees to use the Purchase Price exclusively for the benefit and advancement of Merchant's business operations and for no other purpose.
- b. **Financial Condition and Financial Information.** Merchant represents and warrants that his bank and financial assets, copies of which have been furnished to Purchaser, and future statements which may be furnished hereafter pursuant to this Agreement or upon Purchaser's request, fairly represent the financial condition of Merchant or other information for him hereof as of the date such statements are issued, and prior to execution of this Agreement there have been no material adverse changes, financial or otherwise, in such condition, operating or authorized Representative of Merchant. Merchant has a continuing, affirmative obligation to advise Purchaser of any material adverse change in his financial condition, operating or authorized Representative of Merchant. Purchaser may request statements at any time during the term of this Agreement and Merchant shall provide them to Purchaser within five (5) Business Days. Merchant's failure to do so is a material breach of this Agreement.
- c. **Read Only Access to the Approved Bank Account and Approved Card Account.** Merchant hereby agrees that, upon receiving the Compensation Amount, Purchaser shall have the right to perform ongoing read-only electronic monitoring of transactions occurring in the Approved Bank Account and Merchant's account with the Approved Card Processor (the "Approved Card Account"). Merchant agrees to provide Purchaser a required online access codes for the Approved Bank Account and the Approved Card Account. If Purchaser's electronic access to Merchant's Approved Bank Account or the Approved Card Account is disabled for any reason, Merchant shall immediately advise and diligently undertake steps required to restore Purchaser's access to both accounts. Merchant's failure to do so is a material breach of this Agreement.
- d. **Governmental Approvals.** Merchant represents and warrants that he is in compliance and, unless Purchaser receives the Compensation Amount, shall be in compliance with all laws and regulations and has valid permits, authorizations and licenses to own, operate and use its properties and to conduct its business in which it is present and engaged.
- e. **Good Standing.** Merchant represents and warrants that he is a corporation/limited liability company/managed partnership/sole proprietorship of business entity having 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 on its business as is now being conducted.
- f. **Authorization.** Merchant represents and warrants that he has a separate power to execute, deliver and perform this Agreement and consummate the transactions contemplated hereunder; entering into this Agreement without resumption or violation, or default under, any agreement or instrument by which Merchant is bound or any statement, representation, warranty, or other agreement with which Merchant is subject, nor require the observance of any condition, approval, permit or license from any government agency having jurisdiction over Merchant. A corporation and/or its officers and directors proceeding 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 represents and warrants that he or she has full power and authority to bind Merchant to perform its obligations under this Agreement.
- g. **Accounting Records and Tax Returns.** Merchant shall keep records of the Purchase Price and delivery of the Specified Percentage of Future Receipts in a manner consistent with the sale of Future Receipts in its accounting records and tax returns and further agrees that Purchaser shall be entitled to inspect Merchant's accounting records upon reasonable notice to verify compliance. Merchant hereby waives any rights of privacy, confidentiality, or taxpayer privilege in any manner relating to any transaction or arrangement under this Agreement. Merchant represents and warrants that he has a separate power to bind Merchant to perform its obligations under this Agreement.

- h. **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 government authorities.
- i. **Business Insurance.** Merchant will maintain general liability and business interruption insurance having sufficient coverage to Purchaser and shall provide Purchaser proof of such insurance upon request.
- j. **No Change of Business:** You will not materially change the goods or services you sell, materially change the nature of your business, change the business entity through which you carry on your business, change any of the locations where you operate your business, or change the name under which you do business within five days of signing this agreement and obtain written consent.
- k. **No Closing of Business.** Merchant represents and warrants that it has no current plans to close its business either temporarily (for renovations, repairs or any other purpose), or permanently. Merchant agrees that upon Purchaser receiving the Compromise Amount, Merchant will not withdraw any of its business on a permanent or temporary basis for renovations, repairs, or any other purposes. Notwithstanding the foregoing, Merchant shall have the right to close its business if such closing is necessary to avoid jurisdiction over Merchant's business (such as from a health department or fire department) or if such closing is necessary to avoid circumstances outside of Merchant's reasonable control. Prior to any such temporary closure of its business, Merchant shall provide Purchaser ten (10) Business Days' advance notice, or as much notice as reasonably possible under the circumstances.
- l. **No Pending Bankruptcy.** So far as he is aware of Merchant's execution of this Agreement, Merchant is not insolvent, has no filed, and does not contemplate filing, any petition for bankruptcy protection under Title 11 of the United States Code, and there has been no voluntary bankruptcy petition brought or threatened against Merchant. Merchant represents that it has no consigned within a bankruptcy attorney on the issue of filing bankruptcy within six months prior to filing the petition for this Agreement. A breach of any of these representations shall be a material breach of this Agreement. If you go out of business or become the subject of a voluntary or involuntary bankruptcy filing within forty-five (45) days of our purchasing the Amount. So far as you agree that here will be a rebuttable presumption of a material breach.
- m. **Estoppel Certificate.** Each merchant will request, you will, upon a reasonable one (1) day's notice from us, execute, acknowledge and deliver to us and/or any other person, person firm or corporation specifically by us, a statement certifying that his/her representations are unmodified and not in force and effect (or, if there have been modifications, that the same are not in force and effect as modified and stating the modifications) and stating he is aware of any portion of the Amount. So far as has been determined.
- n. **Working Capital Funding.** Merchant shall not incur any encumbrance on its future receivables, without the written consent of Purchaser.
- o. **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 interests, encumbrances, reservations, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests so held by virtue or entering into this Agreement. Merchant shall not sell future receipts or obtain any additional financing before Purchaser has received the Compromise Amount without Purchaser's express written consent. Merchant shall not make any action on accounts in which or otherwise derogate from Purchaser's ownership of the Amount. So far as.
- p. **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 even of default by Merchant under any contract which Merchant's or may become a party to, or otherwise violate any of Merchant's obligations or agreements.
- q. **Right of Access.** In order to ensure Merchant's compliance with the terms of this Agreement, Merchant hereby grants Purchaser the right to enter, within reasonable time, premises of Merchant's business for the purpose of inspecting and checking Seller's transaction processing systems to ensure the same are properly programmed to submit and/or batch Merchant's future receipts to its Approved Card Processor and to ensure that Merchant has no violation of any of the provisions of this Agreement. Furthermore, Merchant hereby grants Purchaser and its employees and consumers access to Merchant's employees and records and all other means of properly conducting all the Merchant's pace of business during the term of this Agreement. Merchant hereby agrees to provide Purchaser, upon request, any information concerning Merchant's business operations, bank routing numbers, names and contact information of Merchant's suppliers, vendors and agents, or a new Purchaser or otherwise any of those parties regarding any matters relating to this Agreement.
- r. **Phone Recordings and Contact.** Merchant agrees that any calls between Merchant and Purchaser and its owners, managers, employees and agents may be recorded and/or monitored.
- s. **Knowledge and Experience of Decision Makers.** The persons authorized to make management and financial decisions on behalf of Merchant within respect to this Agreement have such knowledge, experience and skills in finance and business matters generally and within 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 within regard to, Merchant entering into this Agreement.
- t. **Merchant's Due Diligence.** The person authorized to sign this Agreement on behalf of Merchant: (a) has received all information necessary to make an informed decision within respect to a transaction concerning compliance with this Agreement; and (b) has had unrestricted opportunity to make such investigation as such person desires regarding the terms of this Agreement and verify any such information furnished or made available by Purchaser.
- u. **Arm's Length Transaction.** The person signing this Agreement on behalf of Merchant: (a) has read and fully understood and consented to this Agreement; (b) has considered the existence of Merchant's own counsel in connection with the entering into this Agreement; (c) he or she has made sufficient investigation and inquiry of the terms of this Agreement as far and reasonable to Merchant, and whether this Agreement adequately reflects his or her understanding of the terms.
- v. **Integration; No Reliance on Oral Representations.** This Agreement contains the entire agreement between Merchant and Purchaser within 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 the parties within respect hereof (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, whether or not relied or acted upon, and no usage of trade, whether or not

re ed or ac ed upon, sha amend h s Agree men or mpar or o herw se affec he par es' ob ga ons pursuan o h s Agree men or any r gh s and reme des of he par es o h s Agree men .

VI. PLEDGE OF SECURITY:

17. Acknowledgment of Security Interest and Security Agreement. The Fu ure Rece p s so d by Merchan o Purchaser pursuan o h s Agree men are "accoun s" or "paymen n ang b es" as hose erms are def ned n he Un form Commerca Code n effec n he s a e n wh ch Merchan s oca ed (he "UCC"). Such Sa e sha cons ue and sha be cons rued and rea ed for a purposes as a r ue and comp e e sa e, convey ng good e o he Fu ure Rece p s free and clear of any ens and encumbrances, from Merchan o Purchaser. To he ex en he Fu ure Rece p s are "accoun s" or "paymen n ang b es" hen () he sa e of he Fu ure Rece p s crea es a secur y n eres as def ned n he UCC; () h s Agree men cons u es a "secur y agree men " under he UCC; and () Purchaser has a he r gh s of a secured par y under he UCC w h respec o such Fu ure Rece p s. Merchan fur her agrees ha , w h or w hou an Even of Defau , Purchaser may no fy accoun deb ors, or o her persons ob ga ed on he Fu ure Rece p s, on ho d ng he Fu ure Rece p s of Merchan 's sa e of he Fu ure Rece p s and may ns ruc hem o make paymen or o herw se render performance o or for he benef of Purchaser.

18. Financing Statements. Merchan au hor zes Purchaser o f e one or more UCC 1 forms cons s en w h he UCC o g ve no ce ha he Amoun So d s he so e proper y of Purchaser. The UCC f ng may s a e ha such sa e s n ended o be a sa e and no an ass gnmen for secur y and may s a e ha Merchan s prob ed from ob a n ng any f nanc ng ha mpa rs he va ue of he Amoun So d or Purchaser's ab y o co ec same. Merchan au hor zes Purchaser o deb he Approved Bank Accoun or Lockbox Accoun , as app cab e, for a cos s incurred by Purchaser assoc a ed w h he f ng, amendmen or erm na on of any UCC f ngs.

19. Security. You unders and ha we have he r gh o ake de very of he Fu ure Rece p s we purchased as hey are genera ed n he ord nary course of your bus ness. The Secur y In eres gran ed n h s sec on s being g ven so e y for he purpose of ensur ng ha you do no ake any ac on o depr ve us of ha r gh . Th s Secur y In eres does no mean ha we have made a oan o you, does no crea e a deb , and does no make you a deb or or us a cred or. As secur y for he promp and comp e e performance of any and a ob ga ons, covenan s, and agree men s of Merchan under h s Agree men , now or hereaf er ars ng from, ou of, or rea ng o h s Agree men , whe her d rec , nd rec , con ngen or o herw se (here na f er referred o co ec ve y as he "Merchan Ob ga ons"), Merchan hereby p edges, ass gns and hypo heca es o Purchaser and gran s o Purchaser a con nu ng, perfec ed and f rs pr or y en upon and secur y n eres n , o and under a of Merchan 's r gh , e and n eres n and o he fo ow ng (co ec ve y, he "Co a era "), whe her now ex s ng or hereaf er from me o me acqu red:

- a. a accoun s, nc ud ng w hou m a on, a depos accoun s, accoun s rece vab e, and o her rece vab es, cha e paper, documen s, equ pmen , genera n ang b es, ns rumen s, and nven ory, as hose erms are def ned by Ar c e 9 of he UCC, now or hereaf er owned or acqu red by Merchan ; and
- b. a Merchan 's proceeds, as ha erm s def ned by Ar c e 9 of he UCC.

20. Termination of Pledge. Upon he performance by Merchan n fu of he Merchan Ob ga ons, he secur y n eres n he Co a era pursuan o h s P edge sha au oma ca y erm na e w hou any fur her ac of e her par y be ng requ red, and a r gh s o he Co a era sha rever o Merchan . Upon any such erm na on, Purchaser w execu e, acknowledge (where app cab e) and de ver such sa sfac ons, re eases and erm na on s a emen s, as Merchan sha reasonab y requ es .

21. Representations with Respect to Collateral. Merchan hereby represen s and warran s o Purchaser ha : he execu on, de very and performance by Merchan of h s P edge, and he reme des n respec of he Co a era under h s P edge () have been du y au hor zed; () do no require he approva of any governmen a au hor y or o her h rd par y or requ re any ac on of, or f ng w h, any governmen a au hor y or o her h rd par y o au hor ze same (o her han he f ng of he UCC 1s); () do no and sha no (A) v o a e or resu n he breach of any prov s on of aw or regu a on, any order or decree of any cour or o her governmen a au hor y, or (B) v o a e, resu n he breach of or cons ue a defau under or conf c w h any nden ure, mor gage, deed of rus , agree men or any o her ns rumen o wh ch Merchan s a par y or by wh ch any of Merchan 's asse s (nc ud ng, w hou m a on, he Co a era) are bound.

22. Further Assurances. Upon he reques of Purchaser, Merchan a s so e cos and expense, sha execu e and de ver a such fur her UCC 1s, con nua on s a emen s, assurances and ass gnmen s of he Co a era , and consen s w h respec o he P edge of he Co a era and he execu on of h s P edge, and sha execu e and de ver such fur her ns rumen s, agree men s and o her documen s and do such fur her ac s and h ngs, as Purchaser may reques n order o more fu y effec ua e he purposes of h s P edge and he ass gnmen of he Co a era and ob a n he fu benef s of h s P edge and he r gh s and powers here n crea ed.

23. Attorney-in-fact. Merchan hereby au hor zes Purchaser a any me o ake any ac on and o execu e any ns rumen , nc ud ng w hou m a on o f e one or more f nanc ng s a emen s and/or con nua on s a emen s, o ev dence and perfec he secur y n eres crea ed hereby and rrevocab y appo ns Purchaser as s rue and awfu a orney n fac , wh ch power of a orney sha be coup ed w h an n eres , w h fu au hor y n he pace and s ead of Merchan and n he name of Merchan or o herw se, from me o me, n Purchaser's o e and abso u e d scre on, nc ud ng w hou m a on (a) for he purpose of execu ng such s a emen s n he name of and on beha f of Merchan , and hereaf er f ng any such f nanc ng and/or con nua on s a emen s and (b) o rece ve, endorse and co ec a ns rumen s made payab e o Merchan .

VII. EVENTS OF DEFAULT AND REMEDIES:

25. Events of Default by Merchant. The occurrence of any of he fo ow ng even s sha cons ue an "Even of Defau " by Merchan :

a. Events of Default.

b. Bad Acts. If you comm any of he fo ow ng ac s ("Bad Ac s") w hou our pr or wr en consen before we rece ve he Comp e on Amoun , you w be n defau :

- . you se , ransfer or o herw se encumber or a emp o se , ransfer or o herw se encumber Fu ure Rece p s, whe her or no such Fu ure Rece p s are par of he Amoun So dâ€"some mes referred o as "s ack ng" our Purchase Pr ce w h o her fund ng compa es;
 - . you encumber or a ow any encumbrance o a ach o our n eres n he Amoun So d;
 - . you se a or subs an a ya of your asse s used n he opera on of your bus ness o a h rd par y;
 - v. you ma era y change he opera on of your bus ness (e.g., changes n ndus ry, concep , s ze, e c.);
 - v. you s op accep ng a par cu ar me hod of paymen wh e you reman open for bus ness;
 - v. you change your ega name or jur sd c on of forma on, or carry on bus ness hrough a dfferen bus ness en y;
 - v. you change, close, or erm na e he Approved Bank Accoun or Approved Card Processor, or n erfere w h he lockbox arrangemen , w hou our express wr en consen ;
 - v. you do no ob a n a rep acemem Approved Bank Accoun or Approved Card Processor accep abe o us w h n ff een (15) days af er your bank or processor erm na es s re a onsh p w h you;
 - x. you process any card ransac on hrough a paymen card processor o her han he Approved Card Processor;
 - x. you prov de us w h fa se or m s ead ng informa on abou your bus ness or revenue (n your app ca on or o herw se) ha s ma er a o our dec s on o purchase Fu ure Rece p s from you;
 - x. you depos or cause o be depos ed by o hers Fu ure Rece p s o any accoun o her han he Approved Bank Accoun or Lockbox Accoun , f app cab e;
 - x. you ake or fa o ake an ac on ha hnders our aking de very of our Spec fed Percen age of Fu ure Rece p s from he Approved Bank Accoun , Lockbox Accoun , or any Rece vab es Cus od an, as app cab e;
 - x . you d sconnec or n erfere w h he opera on of Purchaser's bank mon orng sof ware; or
 - x v. you comm any ac or om ss on spec fed n h s Agreemen o be a ma er a breach. However, we w no cons der any of hese ac s o be Bad Ac s f they occur because you go ou of bus ness n he ord nary course. These Bad Ac s are prob b ed so e y o pro ec our ab y o co ec he Amoun So d and rece ve he benef of our barga n. They do no crea e any ob ga on for Merchan o de ver Fu ure Rece p s o Purchaser f they are s mp y no genera ed by Merchan 's bus ness.
- c. O her Breaches. If you comm an ac ha s no a Bad Ac bu ha o herw se v o a es a erm or covenan n h s Agreemen (an "O her Breach"), you w be n defau .

25. **Remedies.** If you comm a Bad Ac , you w be ab e o us n an amoun n cash equa o (a) he unde vered por on of he Amoun So d, p us (b) any o her fees and o her amoun s due o us under h s Agreemen , p us (c) any add ona amoun s you woud owe us for comm ng an O her Breach. If you comm an O her Breach, you w be ab e o us for a damages resu ng from he O her Breach, nc ud ng, bu no m ed o, our reasonab e a orneys' fees, expenses and cos s incurred n any proceeding pursued aga ns you o recover he amoun s due us under h s Agreemen . You agree o pay us he amoun s due or we may (d) w hdraw such amoun s from he Approved Bank Accoun or Lockbox Accoun , as app cab e, or any o her accoun n o wh ch you depos Fu ure Rece p s, v ACH or ec on c checks; (e) d rec he Approved Card Processor, any o her Rece p s Cus od an, and/or any o her paymen card processor you use n v o a on of h s Agreemen o de ver a of your Fu ure Rece p s o us un we have rece ved he amoun due; (f) enforce our rgh s as a secured cred or under he UCC nc ud ng, w hou m a on, no fy ng any of your accoun deb or(s) of our secur y n eres ; (g) enforce Au hor zed Represen a ve's persona guaran y of performance prov s ons of h s Agreemen aga ns he Au hor zed Represen a ve(s) w hou frs seek ng recourse from Merchan ; (h) commence a su n equ y or by ac on a aw, or bo h, whe her for he spec fc performance of any covenan , agreemen or o her prov s on con a ned here n, or o enforce he d scharge of Merch an 's and Au hor zed Represen a ve's ob ga ons hereunder or any o her ega or equ abe rgh or remedy nc ud ng w hou m a on Purchaser's rgh s of a secured par y under he UCC. A rgh s ava abe o us are cumu a ve and no excus ve of any o her remed es ava abe o us n aw or equ y.

26. **Power of Attorney.** Each Merchan irrevocab y appo n s Purchaser and s represen a ves as her espec ve agen s and a orneys n fac w h fu au hor y o ake any ac on or execu e any ns rumen or documen o do he fo ow ng: (A) o se e a ob ga ons due o Purchaser from any paymen card processor and/or accoun deb or(s) of Merchan ; (B) upon occurrence of a Bad Ac , o perform any and a such ob ga ons of Merchan under h s Agreemen , nc ud ng w hou m a on () o co ec mon es due or o become due under or n espec of any of he Co a era ; () o receive, endorse and co ec any checks, no es, draf s, ns rumen s, documen s or cha e paper n connec on w h cause () above; () o sgn Merchan 's name on any nvo ce, b of ad ng, or ass gnmen d rec ng cus omers or accoun deb ors o make paymen d rec y o Purchaser; and (v) o f e any c ams or ake any ac on or ns ue any proceed ng aga ns Merchan wh ch Purchaser may deem necessary for he co ec on of any por on of he unde vered Amoun So d from he Co a era , o o herw se o enforce s rgh s under h s Agreemen .

VIII. ADDITIONAL TERMS:

27. **Fees.** In add on o a o her sums due o Purchaser under h s Agreemen , Merchan sha pay o Purchaser:

- a. An Or gna on Fee of \$0.00 upon en er ng n o h s Agreemen as re mbursem en of Purchaser's cos s assoc a ed w h en er ng n o h s Agreemen (he cos of due d gence on he Merchan 's bus ness, f nanc a and ega due d gence, e c.)
- b. A Non Suff c en Funds ("NSF") fee of \$35 n each and every ns ance when de very of he Weekly De very Amoun o Purchaser has fa ed due o nsuff c en funds n he Merchan 's Approved Bank Accoun or Lockbox Accoun , as app cab e; prov ded, however, ha no NSF fee sha be due when he de very fa ed because Merchan 's bus ness d d no genera e suff c en Fu ure Rece p s o cover heWeekly De very Amoun and Merchan promp y reques ed Reconc a on and/or Adjus men .

- c. \$100 on each and every occasion when Merchant blocks Purchaser's access (or otherwise prevents Purchaser from accessing) Merchant's bank accounts.
- d. \$2,500 on each and every occasion when, upon occurrence of an Event of Default, Purchaser shall have agreed to waive Merchant's default.

28. **Financial Condition.** Merchant and its Authorized Representatives shall be responsible for Purchaser and its agents or nominees to finance a responsibility and history and will provide to Purchaser any bank or financial statements, tax returns, etc., as deems necessary prior to or at any time after execution of this Agreement. A photocopy or electronic image of his authorized officer will be deemed as acceptable for release of financial information. Purchaser's authorized officer update such information and financial profiles from time to time as deems appropriate.

29. **Transactional History.** Merchant shall execute written authorization(s) on behalf of its bank(s) to provide Purchaser with Merchant's banking and/or credit card processing history.

30. **No Liability.** In no event shall Purchaser be liable for any claims asserted by Merchant or its Authorized Representatives under any theory of law, profits, lost revenues, lost business opportunities, exemplary, punitive, specific, incidental, and direct or consequential damages, each of which is waived by Merchant and its Authorized Representatives.

31. Right to Cancel.

IX. Nowhere and at any time during the term of this Agreement, Purchaser shall have the right to cancel this agreement any time prior to or on the date of the Purchase Price or Merchant and, upon such cancellation, this Agreement shall become null and void and the parties shall have no obligation to each other, except that amounts debited by Merchant to Purchaser on account of entering into this Agreement shall be promptly returned to Merchant.

X. Nowhere and at any time during the term of this Agreement, unless Merchant has been in default under this Agreement, Merchant shall have the right to cancel this Agreement any time within the month of the second (2nd) Business Day following the date of receipt of the Purchase Price by notifying Purchaser of such cancellation by notice sent in accordance with this Agreement. Upon receipt of such cancellation notice from Purchaser, and further provided that Merchant has otherwise compensated with the provisions of this Agreement, Merchant shall refund the entire amount of the Purchase Price back to Purchaser within five (5) Business Days following the date of Merchant's receipt of the Purchase Price. Upon such refund of the Purchase Price back to Purchaser, this Agreement shall become null and void and the parties shall have no remaining obligations or rights against each other except that Purchaser shall have the right to keep, as fair and adequate compensation for its costs of entering into this Agreement with Merchant, the original fee and a Weekly Delivery Amount received by Purchaser prior to the date when this Agreement terminates.

• GUARANTY OF PERFORMANCE OF MERCHANT'S OBLIGATIONS:

32. **Authorized Representative's Representations.** Merchant represents and warrants to Purchaser that:

- a. Its Authorized Representative is an Authorized Representative, officer, or manager of Merchant and will derive benefit from Purchaser and Merchant entering into this Agreement.
- b. Its Authorized Representative understands and acknowledges that Purchaser's non-delivery or non-performance of this Agreement unless Merchant revocably, absolutely and unconditionally guarantees prompt and complete performance of any and all 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 referred to collectively as the "Merchant Obligations".

33. **Guaranty of Merchant's Obligations.** Merchant hereby irrevocably, absolutely and unconditionally guarantees to Purchaser prompt, full, faithful, and complete performance and observance of all Merchant Obligations; and Merchant covenants to Purchaser that Merchant shall at any time breach any of the Merchant Obligations, Merchant shall perform (or cause to be performed) the Merchant Obligations and pay all damages and other amounts specified in this Agreement without regard to the non-performance of the Merchant Obligations, or any of them.

34. **Authorized Representative's Other Agreements.** Its Authorized Representative 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 Purchaser, which consent may be withheld for any reason, unless Purchaser has received the Consideration. Its Authorized Representative shall pay to Purchaser upon demand all expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as the result of, or incident to, or relating to, the enforcement or protection of Purchaser's rights against Merchant and its Authorized Representatives under this Agreement. This Guaranty is binding upon Its Authorized Representative and Its Authorized Representatives' heirs, executors, successors and assigns and shall run in the benefit of and may be enforced by its successors and assigns of Purchaser. The obligation of Its Authorized Representative shall be unconditional and absolute, regardless of the unenforceability of any provision of any agreement between Merchant and Purchaser, or the existence of any defense, setoff or counterclaim, which Merchant may assert. Purchaser's hereby authorized, without notice or demand and without affecting the ability of Its Authorized Representative hereunder, to any time renew or extend Merchant's obligations under this Agreement or otherwise modify, amend or change the terms of this Agreement.

35. **Two Or More Authorized Representatives.** If there are more than one Authorized Representative, "Its Authorized Representative" means all Authorized Representatives and the obligations of the Authorized Representatives hereunder shall be joint and severable.

36. **Waiver; Remedies.** No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The remedies provided in this Agreement are cumulative and no excuse of any remedies provided by law or equity. In the event Merchant fails to perform any obligation under this Agreement, Purchaser may enforce such rights under this Agreement without first seeking to obtain performance for such default from Merchant or any other Authorized Representative.

37. **Acknowledgment of Purchase.** Authorized Representative acknowledges and agrees that he has paid by Purchaser to Merchant in exchange for the Amount Stated adequate consideration for the purchase of the Amount Stated and is not a loan or financial accommodation from Purchaser to Merchant. Authorized Representative specifically acknowledges Purchaser is not a lender, bank, or credit card processor, and that Purchaser has not offered any loans to Merchant. Authorized Representative acknowledges any claims or defenses of usury in any action arising out of this Agreement.

38. **Severability.** If for any reason any court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, the parties agree that the court may reform such provision(s) or render the provision(s) enforceable ensuring that the rights and prohibitions contained in those provisions shall be effective to the fullest extent allowed under applicable law.

39. **Opportunity for Attorney Review.** Authorized Representative represents that he/she has carefully read this Agreement and has, or had an opportunity to, consult with his/her attorney. Authorized Representative understands he consents to this Agreement, signs it as his or her free act and deed and agrees to be bound by the provisions hereof.

• **MISCELLANEOUS:**

40. **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 all parties.

41. **Assignment.** Purchaser may assign, transfer or sell such rights or delegate such duties hereunder, either in whole or in part without prior notice to Merchant or the Authorized Representative. Neither Merchant nor Authorized Representative shall have the right to assign their respective rights or obligations under this Agreement without the written consent of Purchaser's written consent.

42. **Notices.** All notices, requests, consents, demands and other communications hereunder shall be delivered by certified mail, return receipt requested, or by registered or certified mail to the addresses set forth in this Agreement and shall become effective as of the date of receipt or deemed receipt.

43. **Waiver Remedies.** No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement, shall operate as a waiver hereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and no excuse of any remedies provided by law or equity.

44. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

45. **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 regard to any applicable principles of conflict of law. Any dispute, action or proceeding arising out of or in connection with this Agreement shall be pursued exclusively in any court sitting in New York State (the "Acceptable Forums"). Each party signing this Agreement agrees that the Acceptable Forums are convenient, and irrevocably submits to the jurisdiction of the Acceptable Forums and waives any and all objections to the convenience 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.

46. **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 under this Agreement shall have been completed without satisfaction and this Agreement shall have terminated.

47. **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.

48. **Waiver of Class Action; Waiver of Jury Trial.** By entering into this agreement, the parties agree that they may bring claims against the other only in their individual capacity, and **THE PARTIES ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, PUTATIVE OR PURPORTED CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION RELATING TO ANY CLAIMS (AS HEREINAFTER DEFINED), WHETHER BROUGHT UNDER STATE OR FEDERAL LAW.** The parties are each expressly waiving any and all rights to join or consolidate cases in any proceeding whether of any other person (except any obligors and Authorized Representatives of the same agreement). For her, **BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE EACH EXPRESSLY WAIVING THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ALL CLAIMS.** The term "claim" means any claim, dispute, or controversy (whether based on contract, tort, statute, or otherwise, or otherwise, and whether seeking money or any form of non-monetary relief) arising out of or relating to this Agreement or the relationship between or among the parties (collectively, "claims"). The term "claims" shall be given its broadest possible meaning, and includes preexisting, present, and future claims, and claims regarding the enforceability or scope of this waiver. For purposes of this waiver only, the term "party" means the parties, their successors, predecessors, assigns, agents, vendors, employees, officers, and directors. **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.

49. **Captions.** The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or nature of this contract or any of the provisions hereof.

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

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MERCHANT NAME: NATURE'S INTENT LLC, et al.
(legal name of the business)

By: 

Name: Donald Demarco
Title: CEO
FEIN: [REDACTED]

REPRESENTATIVE #1:



Name: Donald Demarco
SSN: [REDACTED]

Libertas Funding, LLC Electronic Fund Transfer Authorization

This Letter of Authorization, LLC Electronic Fund Transfer Authorization ("the "Authorization") supplements the foregoing concurrent Agreement of Sale of Future Receipts ("the "Agreement"). Except as noted below, capitalized terms in this Authorization have the meaning set forth in the Agreement.

You hereby authorize us (which includes our agents, service providers, successors, and assigns) to make every week by direct deposit of funds from your business account specified below, any subsequent account you enter into, or any other account containing your Future Receipts (collectively, the "Account") on or after the date the associated Future Receipts were created. You hereby authorize us to make ACHs for the combined amounts of different weeks by direct deposit of funds permitted by the Agreement. You further hereby authorize us to make ACHs for any amounts becoming due under the Agreement, including ACHs for the compensation of amounts even if you communicate a Bad Check. You also hereby authorize us to make ACH credits or debits to the Account to correct any errors we may make in processing a payment. In the event that an ACH is returned unpaid, you hereby authorize us to re-present the ACH until it is paid and to make a separate ACH or add or renew an ACH the amount of any dishonored payment fee that we charge. You agree that you will not cancel this Authorization or rescind any deposits or holding Future Receipts we purchased or rejected our ACHs. You promise that the Account is specified below and any subsequent account you provide us is used for business purposes and not for personal, family or household purposes and that you are an authorized signatory on these Accounts.

Business Deposit Account Information:

Account Number: [REDACTED]
Depository Name: BANK OF AMERICA DEPOSITORY, DIVISION, MARLTON/NJ

By signing below, you agree to the terms of this Letter of Authorization, LLC Electronic Fund Transfer Authorization.

ACCEPTED AND AGREED:

Seller: NATURE'S INTENT LLC, et al.

By: X 

Name: Donald Demato

Title: CEO

By: X 

Representative: Donald Demato

ADDENDUM TO CONTRACT**Addendum to Merchant Agreement 394431**

This is an addendum ("Addendum") to the Merchant Agreement ("the Merchant Agreement") entered into by and among Libertas Funding, LLC ("the Purchaser"), Donald Demato ("the Representative") and NATURE'S INTENT LLC ("the Seller") dated as of July 17, 2023.

WHEREAS, the Purchaser, the Representative and Seller wish to modify the Merchant Agreement as set forth herein.

Now therefore, for good and valuable consideration, the parties agree as follows:

- A. The Representative and the Seller are hereinafter referred to collectively as the Merchant ("the Merchant").
- B. Except as provided below, it is understood and agreed that the Merchant may repurchase Future Receipts sold to the Purchaser but not yet delivered or undelivered. The Repurchase Price for such early repurchase shall be set forth below, less the amount of any Weekly Deliveries made prior to the date of Repurchase, plus any unpaid fees or charges. Month begins on the Commencement Date, July 17, 2023.
- C. Except as provided in this addendum, the terms and conditions of the Merchant Agreement and the Supplement shall remain in full force and effect.
- D. This addendum shall be bound by the laws of the state of New York.

Note that the Repurchase Price for each month below is equal to the undelivered portion of the Amount Sold divided by the Discount Factor as set forth in the "Key Business Terms and Definitions" on page 2 in the "Repurchase Price" box.

Repurchase Month	Repurchase Price (the amount below LESS Weekly Deliveries collected by Purchaser)
	\$ 080 000 00
2	\$ 00 000 00
3	\$ 20 000 00
4	\$ 40 000 00
5	\$ 60 000 00

Other terms of the referenced Merchant Agreement remain unchanged.

By the signatures below the parties agree to be bound by this addendum.

ACCEPTED AND AGREED:

Purchaser: Libertas Funding, LLC

By:

Name: Randy Sauck

Title: CEO, Libertas Funding LLC

ACCEPTED AND AGREED:

Seller: NATURE'S INTENT LLC, et al.

By: X 

Name: Donald Demato

Title: CEO

By: X 

Representative: Donald Demato

UCC ADDENDUM TO CONTRACT**Deal Application ID: 394431****Purchase Price: \$1,000,000.00 Purchased Amount: \$1,250,000.00**

This is an addendum ("Addendum") to the Merchant Agreement 394431 (the "Merchant Agreement") entered into by and among Libertas Funding, LLC (the "Purchaser"), Donald Demato (the "Representative") and NATURE'S INTENT LLC (the "Seller"), hereinafter referred to collectively as (the "Parties"), dated as of July 17, 2023.

WHEREAS, the Purchaser, the Representative and Seller wish to modify the Merchant Agreement as set forth herein.

Now therefore, for good and valuable consideration, the parties agree as follows:

Purchaser's goal is to work with Merchants and help them grow their businesses. Accordingly, the Purchaser agrees not to file a UCC 1 for so long as the Merchant abides by the conditions and terms set forth hereunder. If Merchant triggers an event of default as outlined in the Merchant Agreement and fails to cure such event of default within 5 business days (cure period set by the Merchant Agreement), Purchaser may file a UCC 1.

The foregoing specificity modifies Section 19 and Section 20 as well as all of Section VI of the Merchant Agreement specifically. Additionally, Sections 18 of the Merchant Agreement (Acknowledgment of Security Interests and Security Agreement) and 31 (Power of Attorney) shall only be applicable if the default occurs, and the above Conditions are not met.

This Addendum modifies the Merchant Agreement as set forth above. All other terms and conditions of the Merchant Agreement shall remain in full force and effect.

By these signatures below the parties agree to be bound by this addendum.

ACCEPTED AND AGREED:**Purchaser: Libertas Funding, LLC**

By:

Name: Randy Sauck

Title: CEO, Libertas Funding LLC

ACCEPTED AND AGREED:**Seller: NATURE'S INTENT LLC, et al.**By: X 

Name: Donald Demato

Title: CEO

By: X 

Representative: Donald Demato

ADDENDUM TO CONTRACT**Addendum to Merchant Agreement 394431**

Purchase Price: \$1,000,000.00 Purchased Percentage: 20% Purchased Amount: \$1,250,000.00

This is an addendum ("Addendum") to the Merchant Agreement 394431 (the "Merchant Agreement") entered into by and among Libertas Funding, LLC (the "Purchaser"), Donald Demato (the "Representative") and NATURE'S INTENT LLC (the "Seller" or "Seller") dated as of July 17, 2023.

WHEREAS, the Purchaser and Seller wish to modify the Merchant Agreement as set forth herein.

Now therefore, for good and valuable consideration, the parties agree as follows:

- A. Except as provided in this Addendum, all terms and conditions of the Merchant Agreement shall remain in force and effect. All capitalized terms not defined in this Addendum shall have the meaning set forth in the Merchant Agreement.
- B. Merchant acknowledges, accepts, and agrees that as long as the Seller has not delivered any of the Weekly Deliveries in connection with the Merchant Agreement, the Merchant understands that taking an add-on short term (12 months or less in expected term) cash advance based on credit card receivables or an ACH based cash advance or loan based on sales or deposits with any company (other than the Purchaser or the Purchaser's wholly owned subsidiaries) would constitute an even of default under the Merchant Agreement, unless the Merchant receives a written acknowledgment from the Purchaser prior to taking such add-on financing.
- C. Merchant acknowledges, accepts, and agrees that a breach of this addendum (particularly section B above) will constitute a breach/even of default of the Merchant Agreement and doing so will result in immediate acceleration of a Weekly Delivery.
- D. This Addendum shall be governed by the laws of the State of New York.
- E. This Addendum may only be modified in writing by Purchaser and Seller.

By these signatures below the parties agree to be bound by this addendum.

ACCEPTED AND AGREED:

Purchaser: Libertas Funding, LLC

By:

Name: Randy Sauck

Title: CEO, Libertas Funding LLC

ACCEPTED AND AGREED:

Seller: NATURE'S INTENT LLC, et al.

By: X 

Name: Donald Demato

Title: CEO

By: X 

Representative: Donald Demato