

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3664270

Book Page CIVIL

Return To:

STEVEN ZAKHARYAYEV
10 W37th Street, RM 602
New York, NY 10018

No. Pages: 17

Instrument: EXHIBIT(S)

Control #: 202312080515

Index #: E2023014747

Date: 12/08/2023

FAVO FUNDING LLC

Time: 11:33:07 AM

TRUC THI THANH NGUYEN DBA SASSY NAILS
NGUYEN, TRUC THI THANH

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



NO. 2
Longwood
ft 100 106



M RECEIVED NYSCEF: *11.12.21*

REVENUE PURCHASE AND SALE OF FUTURE RECEIVABLES AGREEMENT

This Revenue Purchase and Sale of Future Receivables Agreement ("Agreement") is entered into by and between FAVO FUNDING LLC. ("Purchaser") and the business listed below ("Seller" or "Merchant"). The owner and/or principal of the Seller signing this Agreement as the personal guarantor of certain Representations, Warranties and Covenants (defined below) is referred to as "Principal" or "Guarantor." Purchaser, Seller, and Principal are sometimes referred to individually as a "Party" or collectively as the "Parties.

SELLER'S INFORMATION

Business Legal Name: Truc Thi Thanh Nguyen

DBA (if applicable): **Sassy Nails** Business Start Date: **05/2021** Business Entity Type: **S Corp** **C Corp**

Federal Tax ID _____ **State of Entity Organization:** Texas **Sole Prop** **LLC** **Partnership**

Physical Business Location Street Address: 11003 Antoine Drive # B **City:** Houston **State:** Texas **Zip Code:** 77086

Business Phone Number: 346-202-0413 ALT Number: _____ Email Address: annienguyen0322@gmail.com

REVENUE PURCHASE AND SALE OF FUTURE RECEIVABLES

ACCESS TO BUSINESS REPORTS

SELLER and GUARANTOR hereby acknowledge that, if applicable, Purchaser requires ongoing and continuous access to Seller's and Guarantor's information through third-party reporting services (such as DecisionLogic, ACHWorks and MicroBilt). This access must be granted by Seller and Guarantor as a condition precedent to this Agreement and the access must be continuous, persistent, and ongoing for the entire duration this

Agreement is in effect. SELLER AND GUARANTOR ACKNOWLEDGE that any interference, termination, or other impediment to access is a MATERIAL BREACH of this Agreement and will allow Purchaser to proceed with all available remedies listed in this Agreement. The SELLER AND GUARANTOR pre-authorize the FAVO Funding, LLC to reactivate any of these third party services on their behalf until the completion of this agreement.

Seller's Initials: WJ

Guarantor's Initials: MJ

REVENUE PURCHASE AND SALE OF FUTURE RECEIVABLES BREAKDOWN

Purchase Price: **\$25,000.00** Specified Percentage (% of Revenue): **20%**

Purchased Amount: \$36,250.00 Estimated Number of Remittances: 130 Days Daily Weekly

Remittance Amount: \$278.85 Disbursement Amount: (Purchase Price less any fees and payoffs) **\$23,650.00**

Fees:
Underwriting: \$625.00 Origination Fee: \$625.00 Processing Fee: \$100.00 Payoff Amount(s): EXHIBIT B

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FAVO Funding, LLC (together with its successors and/or assigns) hereby purchases from the Seller, set forth above, a percentage, as specified above (the "Specified Percentage"), of the proceeds of each future receivable of Seller whether the proceeds are paid by cash, check, ACH and other electronic transfers, including, but not limited to: Zelle, Cash App, Plaid, Venmo, or any other application or mobile wallet, credit card, debit card, bank card, charge card (each such card shall be referred to herein as a "Credit Card") and/or other means (collective "Future Receivables") until Purchaser has received the amount specified above (the "Purchased Amount") for the purchase price ("Purchase Price") set forth above.

The Parties agree that the Purchase Price represents a fair discounted price for the future value of the Future Receivables. Seller will remit to Purchaser the Specified Percentage (as listed below) of Seller's daily Future Receivables on each day Seller's business operates until Purchaser has received the entire Purchased Amount. On days when banks are not open, the Specified Percentage will be remitted to on the next banking day. For example, the Specified Percentage for Friday, Saturday, and Sunday will be remitted on the following Monday.

This Agreement is for the sale of Future Receivables, and it is not, nor will it be construed to be, a loan. There is no interest rate, payment schedule, minimum payments, and no time during which the Purchased Amount must be collected by Purchaser. Seller going bankrupt or out of business, in and of itself, does not constitute a breach of this Agreement. Consequently, Purchaser takes greater risks in this arrangement as compared to a loan. Risks such as the Seller's business slowing down or failing entirely. Purchaser assumes these risks based on Seller's representations, warranties, and covenants in this Agreement, which are designed to give Purchaser a reasonable and fair opportunity to receive the benefit of its bargain.

Seller acknowledges it is a material breach of this agreement to enter into any subsequent sales of future receivables agreement(s) or otherwise encumber seller's receivables prior to purchase receiving the entire purchased amount.

FEES

Seller agrees to pay the following fees, as described below, and further agrees that Purchaser may debit or otherwise withdraw such fees and charges from Seller's bank account.

Administrative Fee: An administrative fee of **\$95.00** is required to cover costs for filing UCC financing statements and administrative set up for purchase amounts greater than **\$20,000**.

Underwriting Fee: A fee of **2.5%** of the Purchase Price will be charged to cover the costs of underwriting and related expenses.

Origination Fee: A fee of **2.5%** of the Purchase Price will be charged to cover origination and related expenses.

Non-Sufficient Funds (NSF): A fee of **\$35.00** (or less if the maximum amount permitted by applicable) may be charged for each rejected or dishonored check, ACH debit, or wire transfer withdrawal made under this agreement.

Default Fee – A fee of **\$2,500.00** may be charged in the event that Seller blocks Purchaser's ACH Debit, directs the Bank to block or reject Purchaser's ACH Debit, or changes bank accounts without Purchaser's prior authorization.

Authorized Bank Change Fee: A fee of **\$150.00** may be charged when Seller changes bank accounts.

Wire Fee - A fee of **\$50.00** will be charged for the wiring of the purchase price. If Seller elects to receive the purchase price via ACH, there will be no fee. **Site Inspections:** A fee of **up to \$250.00** may be charged in the event Purchaser sends a site inspector to Seller's business and the inspector reports findings that constitute a breach of the Contractual Covenants.

UCC Release Filing Fee: A fee of **\$150.00** will be charged, when applicable, when Purchaser must file a UCC-3 to release any UCC liens in connection with this Agreement.

3rd Party Intermediary/Debt Restructuring Fee: A fee of **\$7,500.00** will be charged toward reasonable related expenses incurred, in the event the purchaser receives any form of communication from a 3rd party debt relief/negotiator entity or an individual, either of whom have been retained by the Seller and who contacts FAVO Funding, LLC on the Seller/ Guarantor's behalf seeking to redirect communication (related to the

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obligations contained in this Agreement) to itself/ themselves and away from the Seller/ Guarantor. This fee shall be used to cover FAVO Funding.

LLC's reasonable expenses in retaining counsel, or a related other third party, to handle the additional administration required by this retention by Seller/ Guarantor. Any portion of the fee that is not used by FAVO Funding, LLC for this purpose shall be returned to the Merchant/ Guarantor, by filing the Confession of Judgement in a court of competent jurisdiction.

Additional Funding/ "Stacking" Fee: 15% of Initial Purchase Price will be charged as a result of the Seller/ Guarantor taking additional funding at any point after being funded by FAVO Funding, LLC, without the prior written notice to and consent by FAVO Funding, LLC, a fee amounting to 15% of Initial Purchase Price shall automatically be added to the payback amount of the Agreement. FAVO Funding, LLC reserves the right to declare the original Agreement "Defaulted" at any point after learning of such "stacking" has occurred; regardless of the payments made to the FAVO Funding by the Seller/ Guarantor, by filing the Confession of Judgement in a court of competent jurisdiction.

Legal Fee: \$6,500.00 will be charged in the event that Seller/ Guarantor breaches the terms of this Agreement and/ or the Guaranty and FAVO Funding, LLC have to resort to judicial intervention is required due to containing on-compliance by Seller/ Guarantor.

WARNING REGARDING THIRD PARTY FEES: Please note, if you worked with a third party to facilitate the sale of your Future Receivables hereunder, we may directly pay such third party a referral fee, but **we do not permit** third parties to charge any fees directly to you. Please notify us immediately if any third party has charged you a fee in connection with this Agreement.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions both regulated and unregulated to obtain, verify, and record information that identifies every customer. At the time of application and during our relationship, we will request your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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1. TERMS AND CONDITIONS OF PURCHASE AND SALE OF FUTURE RECEIVABLES**1.1 TERMS AND CONDITIONS**

(a) **General Terms.** In Exchange for the foregoing, Seller hereby agrees (i) to deposit all Future Sale Proceeds into the Bank Account(s) identified in Exhibit A attached hereto ("the Bank Account");

(ii) to identify for Purchaser in Exhibit A all other existing and known future Bank Accounts maintained or used by Seller; (iii) not to deposit any funds into the Bank Account other than Future Receivables, or, if any such deposits are made, to notify Seller as soon as practicable; (iv) to enter into a Credit Card processing agreement reasonably acceptable to and approved by Purchaser with a Credit Card Processor (the "Credit Card Processor", who shall serve as Seller's sole Credit Card Processor), in order to obtain Credit Card processing services, and instruct the Credit Card Processor to deposit all Credit Card receipts of Seller into the Bank Account. At Seller's request, Purchaser may approve any Credit Card processing agreement that Seller has entered into before the date of this Agreement, and Purchaser may approve any Credit Card processing agreement at Purchaser's sole discretion. Additionally, Purchaser may, in its sole discretion, waive the applicability of 1.1(a)(iv) should Purchaser deem Seller's business not to be of a type that collects Credit Card receipts.

(b) **Maintenance of Operating Account.** Seller shall maintain the Bank Account until all obligations are satisfied under this Agreement. Additionally, Seller will ensure that all funds arising from

Future Sale Proceeds are deposited in, or otherwise credited to, the Bank Account.

(c) **Purchase.** Seller and Purchaser acknowledge and agree that the Purchase Price paid in exchange for the Purchased Amount of Future Sale Proceeds is a purchase of the Purchased amount and is not intended to be, nor shall it be construed as, a loan from Purchaser to Seller. Future Receivables purchased by Purchaser shall be owned by Seller free and clear of encumbrances.

(d) **Non-Recourse Sale.** There is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by Purchaser. Seller going bankrupt or going out of business, in and of itself, does not constitute a breach of this Agreement. Purchaser is entering into this Agreement knowing the risks that Seller's business may slow down or fail, and Purchaser assumes these risks based on Seller's representations, warranties, and covenants in this Agreement, which are designed to give Purchaser a reasonable and fair opportunity to receive the benefit of its bargain.

(e) **Bona Fide Sales.** Seller hereby represents and warrants that all amounts received by Purchaser attributable to the Purchased Amount will come from bona fide sales by Seller to customers.

1.2 ELECTRONIC TRANSFERS. Seller authorizes Purchaser and its agents to initiate electronic checks or ACH transfers in amounts as specified in Section 1.3 and authorizes the bank holding the Bank Account (the "Bank") and all applicable third parties to provide to Purchaser and its agents all information requested by Purchaser and to initiate such electronic check or ACH transfers.

1.3 REMITTANCES

(a) **Daily Remittances.** On each day after the date of this Agreement, Seller authorizes Purchaser, in accordance with Section 1.2, to initiate electronic checks or ACH transfers from the Bank Account the Remittance Amount. On days when banks are not open, the Remittance Amount will be debited on the next banking day. For example, the Remittance Amount for Friday, Saturday, and Sunday will be debited on the following Monday.

(b) **Method of Remittance.** As provided herein, the Specified Percentage (as stated on Page 2 herein) of Seller's Future Receivables shall be collected by Purchaser from electronic check or ACH transfers initiated by Purchaser or its agents from the Bank Account. In the event that Seller changes or permits the change of the Bank Account or the Credit Card Processor or adds an additional Bank Account or Credit Card Processor, Purchaser shall have the right, without waiving any of its other rights and remedies hereunder and without notice to Seller, to notify the new or additional Bank or Credit Card Processor of the sale of Future Receivables hereunder and to collect from such new or additional Bank or Credit Card Processor all or any portion of the amounts received by such Bank or Credit Card Processor. Seller, by execution of this Agreement, hereby grants to Purchaser an irrevocable Power of Attorney, which Power of Attorney shall be coupled with an interest, and hereby appoints Purchaser or any of Purchaser's representatives as Seller's Attorney-in-Fact, to take any and all action necessary to direct such new or additional Bank or Credit Card Processor to deliver the Specified Percentage of any Future Receivables to Purchaser as contemplated by this Agreement.

(c) **Duration.** This Agreement shall be in full force and effect until such time as the Purchased Amount of Future Receivables has been received by Purchaser from Seller

(d) **Right to Reconciliation.** The daily Remittance Amount is intended to represent the Specified Percentage of Seller's Future Receivables. Either Purchaser or Seller may give written notice to the other party requesting a reconciliation to determine whether Purchaser has received an amount greater or less than the Specified Percentage of Seller's Future Receivables. Any written request made by Seller to Purchaser under this section shall be sent to accounting@favofunding.com. The reconciliation period is limited to Seller's Future Receivables for the month preceding the request. Seller's request for reconciliation must be given by the last calendar day of the month following the month for which the request is being made. Seller shall either provide Purchaser with online access to its Bank Account or, at Purchaser's request, provide bank statements showing the activity related to the Bank Account

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within three (3) days of Purchaser's request. Seller also hereby authorizes Purchaser to obtain any bank statement directly from Seller's Bank.

(e) Remittance Adjustment. If Purchaser determines that Purchaser received an amount greater or less than the Specified Percentage of Seller's Future Receivables during the reconciliation period, then Purchaser may determine a "Remittance Adjustment." Purchaser shall use reasonable business practices to determine the Remittance Adjustment so that Purchaser is receiving the approximate Specified Percentage of Future Receivables. Within a reasonable time after any reconciliation request, Purchaser shall determine the amount of Future Receivables that Seller actually received during the reconciliation period and calculate the amount of any Remittance Adjustment; provided Purchaser has received the relevant bank statement either from Seller or directly from Seller's Bank. If Purchaser received an amount greater than the Specified Percentage of Seller's Future Receivables during the reconciliation period, then Purchaser shall remit the excess amount to Seller. If Purchaser received an amount less than the Specified Percentage of Seller's Future Receivables during the remittance period, then Seller shall remit the amount of the deficit to Purchaser. Seller or Purchaser shall make any Remittance Adjustment within 30 days after the date on which Purchaser notifies Seller of the Adjusted Remittance Amount calculated for the most recently ended remittance period.

1.4 PROCESSING FEE. Seller will pay Purchaser a processing fee as stated above at the time Seller signs this Agreement, or Purchaser may deduct the processing fee from the Purchase price.

1.5 UCC Financing Statement. Seller hereby grants to Purchaser a security interest in Seller's accounts, chattel paper, general intangibles, and instruments. Seller hereby authorizes Purchaser to file one or more Financing Statements evidencing this security interest and sale of the Purchased Amount of Future Receivables hereunder, and any Continuation Statement or Amendments thereof, and ratifies and affirms the filing of any Financing Statement filed by Purchaser prior to the effectiveness hereof. The UCC Financing Statement shall include a statement that the sale of the Future Receivables of Seller is intended to be a sale and not an assignment for security. The UCC Financing Statement shall further state that Seller is prohibited from incurring any debt, transferring Future Receivables to any other person or granting any security interest in its accounts receivable or other assets until Purchaser has received all amounts due under this Agreement. If Seller has fully performed all of Seller's obligations under this Agreement, the Purchaser shall cause the filing of a Termination Statement (UCC-3) within the time required by law following Seller's written demand. In addition, Seller agrees that it shall, from time to time, promptly execute and deliver any and all instruments and documents, and take all future action, that may be deemed necessary or appropriate by Purchaser, or that Purchaser may request, in order to perfect against Seller and all third parties, the sale of the Purchased Amount of Future Receivables hereunder and/or to enable Purchaser to exercise and enforce its rights and remedies hereunder. Purchaser reserves the right to obtain reimbursement from Seller for all costs associated with the filing of any UCC Financing Statements.

1.6 RIGHT TO RESCIND. Seller may cancel this transaction at any time within three (3) business days after Purchaser forwards any or all of the Purchase Price to Seller. However, in order to cancel the transaction, Seller must return to Purchaser the entire amount of the Purchase Price received by Seller within that same three (3) day period. Notwithstanding the foregoing, the administrative fee (if any) is non-cancellable and non-refundable.

2. REPORTS AND STATEMENTS

2.1 Diligence. Seller acknowledges and agrees that in connection with the execution of this Agreement an investigative or consumer report may be made by Purchaser. Accordingly, Seller authorizes Purchaser and its agents and representatives and any and all credit reporting agency employed or retained by Purchaser to investigate any references given or any other statements of data obtained from or about Seller for the purpose of this Agreement and to order, receive, and review credit reports at any time now or in the future on Seller.

2.2 Statements. Purchaser may provide Seller with a statement evidencing the delivery and receipt of the Specified Percentage to the Purchaser from the Future Receivables of Seller.

3. ACH AUTHORIZATION AND CREDIT CARD PROCESSING AGREEMENT

3.1 ACH Agreement. Simultaneously with the execution hereof, Seller authorizes Purchaser and its agents to initiate electronic check or ACH transfers equal to the Specified Percentage of all Future Receivables of Seller which authorization shall continue until Purchaser has received an amount equal to the Purchased Amount and all fees and charges (including legal fees) due under this Agreement or Seller's obligations under this Agreement are otherwise terminated pursuant to Section 1.1(d). Seller further authorizes the Bank and its Credit Card Processor and all third parties (if applicable) to provide to Purchaser and its agents all information reasonably necessary to permit Purchaser to ascertain Seller's compliance with this Agreement to be delivered to Purchaser and for Purchaser to initiate such electronic check or ACH transfers from the Bank Account. This authorization shall only be revoked with prior written consent of Purchaser. Seller agrees to pay an insufficient funds fee as stated above if any electronic check or ACH transfer is rejected or dishonored.

3.2 Account Continuity. The Bank Account may not be closed and Seller's agreement with the Credit Card Processor cannot be amended or terminated without the prior written consent of Purchaser. In the event that Purchaser determines, in its sole discretion, that the Bank or the authorized Credit Card Processor utilized by Seller is no longer acceptable, Seller shall, upon receipt of written notice from Purchaser, have (10) ten business days to terminate its

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relationship with the Bank or its Credit Card Processor and to open a new Bank Account or enter into a similar Processing Agreement with a new Credit Card Processor. Seller agrees to execute and any all documents and/or agreement(s) in order to satisfy the foregoing

3.3 Indemnity Agreement. Purchaser is neither responsible nor shall it be liable for any actions undertaken by the Bank or the Seller's Credit Card Processor which are not contemplated or authorized by this Agreement or the Processing Agreement to be entered into by and between Seller and the Credit Card Processor. Seller, by execution of this agreement, hereby agrees to indemnify and hold Purchaser harmless from any and all actions of the Bank and / or the Credit Card Processor.

3.4 Net Receivables. Purchaser and Seller understand that the Bank and the Credit Card Processor will charge a fee or commission to Seller for processing electronic checks, ACH transfers and receipts representing Future Receivables. Both parties further understand that the amounts due to Purchaser hereunder shall be based solely upon the net amount due to Seller from the Future Receivables after deducting the Bank and Credit Card Processor's fee or commission from the Future Receivables.

3.5 Authorization to Contact. During the entire time period that this Agreement shall be in force and effect, Seller hereby authorizes Purchaser to contact any bank or Credit Card Processor used by Seller (current or prior) in order to obtain whatever information Purchaser deems it may require regarding Seller's transactions with any such bank or Credit Card Processor. Such information shall include, but is not limited to, information Purchaser deems necessary to verify the amount of Future Receivables previously received or processed on behalf of Seller and any and all fees which may be been charged to Seller by the bank or Credit Card Processor. Seller further authorizes Purchaser to contact any bank or Credit Card Processor of Seller (current or prior) in order to confirm that Seller is exclusively using the Bank Account and the Credit Card Processor.

4. BINDING ACCEPTANCE

Upon execution hereof, each of the parties hereto shall be obligated hereunder and shall be subject to all of the terms and conditions stated herein. The person executing this Agreement on behalf of Seller warrants and represents that he/she is authorized to bind Seller to all of the terms and conditions set forth in this Agreement and that all of the information provided herein is true and accurate in all respects. Purchaser's payment of the Purchase Price shall be deemed Purchaser's acceptance of this Agreement, notwithstanding Purchaser's failure to execute this Agreement.

5. EVENTS OF BREACH, PURCHASER'S RIGHTS UPON BREACH, SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Events of Breach. Purchaser may declare Seller to be in default under this Agreement if any one or more of the following events occurs and is continuing (each an "Event of Breach").

(a) Non-Remittance. Seller fails to make any required remittance of Future Sale Proceeds when due except as otherwise permitted by this Agreement. Such failure includes, but is not limited to,

Seller placing a block or otherwise altering or preventing Purchaser from initiating an ACH or debit.

(b) Maintenance of Account. Seller fails to maintain the Bank Accounts or open a new bank account to deposit Future Receivables without first obtaining Purchaser's consent.

(c) Providing Documents. Seller fails to provide copies of all documents and requested information related to Seller's financial or banking affairs within five (5) business days after a request by

Purchaser.

(d) Use of Funds. Seller uses any portion of the Purchase Price for personal, family, or household purposes or to fund a dividend or other distribution to Business owners.

(e) Breach or Inaccuracy. Seller breaches any representation, warranty, agreement, promise or covenant set forth in this Agreement, or Seller or any of Seller's employees or agents provide

Purchaser with any inaccurate, false or misleading information, representations, or warranties.

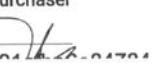
(f) Interference with Receivables. Seller makes any act or omission that has the effect of interfering with or circumventing the remittance to Purchaser of any amount due under this Agreement, including but not limited to: conducting business under an alternate name; depositing Future Receivables into any bank accounts other than the Bank Account; encouraging customers to make payments by cash that Seller fails to deposit into the Bank Account; and/or manipulating the use and form of business entities for the purpose of avoiding Seller's obligations under this Agreement;

(g) Right of Inspection. Seller fails to permit Purchaser or its agents to conduct a site inspection of Seller's business at any reasonable time during the term of this Agreement;

(h) Unapproved Financing. Without Purchaser's prior express written consent, Seller enters into any credit, cash advance, or other financing arrangement requiring daily or weekly payments or remittances;

(i) Sale of Assets. Without Purchaser's prior express written consent, Seller sells any of Seller's assets outside of the ordinary course of business;

(j) Additional Sale of Receivables. Without Purchaser's prior express written consent, Seller sells any of Seller's Future Receivables prior to Purchaser

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receiving the entire sum of Purchased Amount;

- (k) Business Continuity. Without Purchaser's prior express written consent, Seller undertakes or permits a change of control or ownership, including partial ownership, of Seller's business, changes the business name, location, or type of business;
- (l) Material Judgment or Garnishment. Seller becomes subject to any material judgment or garnishment following the date of this Agreement;
- (m) Other Defaults: Seller defaults or breaches any other agreement that Seller has with Purchaser or any of its affiliates.

5.2 Purchaser's Rights Upon Seller's Breach.

Seller hereby agrees that, in the event of a breach, Purchaser may take the following actions:

- (a) All amounts of the Purchased Amount that have not yet been delivered to Purchaser and any assessed fees shall be immediately due, including all Receivables and Future Receivables, until the entire Purchased Amount and any fees are remitted to Purchaser;
- (b) Purchaser may commence an action against Seller and Guarantor(s) to collect all amounts due in connection with this Agreement;
- (c) Purchaser may charge and recover from Seller the additional fees, including if applicable, all of Purchaser's out-of-pocket costs and expenses, including reasonable attorneys' fees, arbitration costs, and/or court costs incurred by Purchaser in connection with the defense, protection, or enforcement of its rights under this Agreement (including, without limitation, in connection with any bankruptcy proceeding) and any other fees that may be due and owing (collectively, "Costs of Collection");
- (d) Purchaser may automatically debit from any of Seller's Bank Accounts by ACH debit, electronic check, or wire transfer, and/or may notify the Credit Card Processor to remit to Purchaser any and all amounts received by the Credit Card Processor up to the amount due following breach as provided in Section 6.2(A) as well as any fees as set forth in the Agreement and any Costs of Collection and all Indemnified amounts as defined below in Section 14 of this Agreement.
- (e) Purchaser may exercise any and all rights or remedies available to a secured creditor under Article 9 of the Uniform Commercial Code or analogous state laws. All rights available to Purchaser are cumulative and not exclusive of any other right or remedy available to Purchaser in law or equity.

5.3 Representations, Warranties, and Covenants.

Seller and any individual signing this Agreement as a Guarantor represent, warrant, and covenant to Purchaser, as of the date hereof and, unless expressly stated otherwise, each day the Purchased Amount remains undelivered and any assessed fees remain unpaid, as follows:

- (a) Unencumbered Receivables. The Future Receivables are not subject to any claims, charges, liens, restrictions, encumbrances, or security interest of any nature whatsoever not disclosed to Purchaser prior to executing this Agreement.
- (b) Bankruptcy or Reorganization. As of the date the Purchased Price is paid to Seller, Seller and Seller's business are not the subject of any bankruptcy or reorganization proceeding that has not been discharged or dismissed, do not have a plan to make a bankruptcy filing and have not met with a bankruptcy attorney within the past six (6) months.
- (c) True and Correct Disclosures. Seller acknowledges that the information (financial and other) provided by Seller has been relied upon by Purchaser in connection with its decision to purchase the Future Receivables. All information that Seller has provided to Purchaser is true, correct, and accurately reflects Seller's financial condition and business operations.
- (d) Business Compliance. Seller is in good standing under the laws of the jurisdictions in which it is organized and / or operates and has all required permits, licenses, approval, consents, and authorizations necessary to conduct its business.
- (e) Authority to Bind. Seller and each Guarantor has full power and authority to enter and perform its obligations under this Agreement.
- (f) Business Solvency. As of the date hereof, Seller is financially solvent and, specifically, the value of Seller's assets exceeds the total amount of Seller's debt.
- (g) Authority to Bind. Seller and Seller's Business have the legal right and ability to execute this Agreement and perform all of its obligations under this Agreement without violating any other agreement, obligation, promise, court order, administrative order or decree, law or regulation to which it is subject.
- (h) Business Filings. Seller's business papers and all amendments thereto have been duly filed and are in proper order, and any capital stock, member interest, or other equity issued and outstanding was and is properly issued.
- (i) Business Name. Seller's business name legal name is exactly as shown on this Agreement.
- (j) Books and Records. Seller's business books and records are accurate and up-to-date and accessible to Purchaser;
- (k) Bank Accounts. All of Seller's Bank Accounts are maintained at U.S. financial institutions and all of the Bank Accounts were established and are used exclusively for business purposes and

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not for personal, family, or household purposes.

(l) Exclusive Bank Account and Processor. Seller represents and warrants that the Bank Account is the sole and exclusive location where it will deposit all Future Receivables and that the

services of the Credit Card Processor are the sole and exclusive means by which Seller shall process its Credit Card transactions.

(m) Insurance. Seller shall maintain business interruption insurance naming Purchaser as loss payee and additional insurance in such amounts and against such risks that are satisfactory to Purchaser and shall show proof of such insurance simultaneously with this execution of this Agreement and upon reasonable request of Purchaser in the future within three (3) business days of any such request.

(n) Operation of Business. Seller shall continue to conduct its business in good-faith and use its best efforts to grow its business. Seller shall comply with all of the terms and conditions of its deposit account agreement with the Bank Account and its Processing Agreement with the Credit Card Processor. Seller represents that it has no present intention of closing its business or ceasing to operate business, either temporarily or permanently, during the twelve (12) month period after the date hereof and Seller hereby acknowledges that Purchaser shall rely on this representation in its decision to enter into this Agreement.

(o) Inquiry Response Date. Should Purchaser not receive any remittances due hereunder within five (5) days of the date thereof, Seller shall respond to any inquiry by Purchaser of Seller regarding the failure to receive such remittances not later than two days after Purchaser's inquiry (the "Response Date").

(p) Cooperation. Seller shall cooperate and communicate with Purchaser to facilitate responses to all reasonable inquiries into Seller's compliance with the terms of this Agreement, including providing any information we reasonably request for such purpose within ten (10) business days of such request. Additionally, Seller and Guarantor covenant that no parties will cancel, terminate, alter, or in any way interfere with Purchaser's access to any reporting or investigative materials, including but not limited to maintaining Purchaser's unfettered access to Decision Logic or any other such portals established in connection with this Agreement.

6. NO RIGHT TO REPURCHASE.

Seller acknowledges that it has no right to repurchase the Future Receivables from Purchaser.

7. NOTICES.

All notices, requests, consents, demands, and other communications hereunder shall be in writing and delivered by certified mail to the respective parties to this Agreement. Notices to Purchaser shall be sent to FAVO FUNDING, LLC addressed as follows: FAVO Funding, LLC c/o Customer Service, 1025 Old Country Road, Suite 311, Westbury, NY, 11590 and will be deemed effective upon receipt. Notices to Seller shall be sent to the address as listed on the first page of this agreement and shall be deemed received three (3) days after mailing.

8. MODIFICATIONS; AMENDMENTS.

This Agreement is the entire agreement between the parties and supersedes any and all prior oral and/or written agreements and understand by and among the parties with respect to the subject matter hereof and this Agreement may not be changed, modified or terminated orally, and no changes, modifications, termination, or attempted waiver shall be valid unless in writing and signed by the parties against whom the same is sought to be enforced.

BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of Seller, Purchaser and their respective successors and assigns, except that Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion. Purchaser reserves the right to assign this Agreement with or without prior written notice to Seller.

9. GOVERNING LAW, VENUE, AND JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York as applicable to agreements made and to be performed in such state, without regards to any applicable principles of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach of this Agreement, shall, if Purchaser so elects, be instituted in any court sitting in the State of New York, (the "Acceptable Forums"). Seller agrees that the Acceptable Forums are convenient to it and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Seller waives any right to oppose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum. Additionally, Seller and Guarantor agree that any summons and/or complaint or other process to commence any litigation by purchaser will be properly served if mailed by certified mail, return receipt requested, to the mailing address(es) listed in this Agreement.

10. WAIVER.

Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other subsequent

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breach or right. The failure of any party to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition giving rise to such right continues.

11. LIMITATION OF LIABILITY.

With respect to any claims Seller may have against Purchaser, Seller's sole remedy will be actual money damages that shall not exceed the amount of any funds delivered to Purchaser. In no event shall Purchaser be liable to Seller for consequential, incidental, punitive, exemplary, special, or indirect damages or losses or lost profits relating to this Agreement whether in tort, contract, or otherwise, including negligence.

12. INDEMNITY.

Seller shall assume liability for and does hereby agree to indemnify, protect, save, and keep harmless Purchaser and its agents and servants, from and against any and all liabilities, claims, losses, obligations, damages, penalties, actions, and suits of whatsoever kind and nature imposed on, incurred by or asserted by third parties against Purchaser or its agents and servants, in any way relating to or growing out of such breach (collectively "Indemnified Amounts"), including, without limitation, the payment of all costs and expenses of every kind for the enforcement of Purchaser's rights and remedies hereunder, including attorneys' fees and costs in any Trial Court or Appellate Court proceeding, any administrative proceeding, any arbitration or mediation, or any negotiations or consultants in connection with this Agreement. Such Indemnified Amounts shall bear interest at the highest rate of interest allowed by applicable law until paid.

13. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND COVENANTS.

All representations, warranties, and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force and effect until all obligations under this

Agreement shall have been satisfied in full and this Agreement shall have terminated.

14. DISCLAIMER OF WARRANTIES.

No representations, warranties, covenants, or promises pertaining to this Agreement or the transactions contemplated thereby have been made by or shall be binding on any party hereto exceptas expressly stated in this Agreement.

15. MERGER; DISCLAIMERS.

All understandings and agreements heretofore made between the Parties hereto are merged in this Agreement. In the making and execution of this Agreement, neither Seller, Guarantor(s), nor Purchaser have relied upon or been induced by any statements or representations other than those expressly set forth in this Agreement. Seller, Guarantor(s), and Purchaser have relied solely on the representations expressly made herein and, on such investigations, examinations, and inspections, financial or otherwise, as Seller, Guarantor(s), and Purchaser have respectively chosen to make or have made.

16. INTERPRETATION.

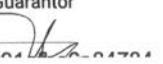
All Parties and Guarantors hereto have reviewed this Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice or have been provided sufficient opportunity to have an attorney of their own choosing review this Agreement. No construction determinations shall be made against any Party hereto as drafter.

17. JURY TRIAL.

The Parties and Guarantor(s) hereby waive trial by jury in any court presiding over any suit, action, or proceeding on any matter arising out of or in connection with or in any way related to the transactions of which this agreement is part of the enforcement hereof, unless such waiver is prohibited by law or deemed by a court of law to be against public policy. The Parties and Guarantor(s) hereto acknowledge that each makes this waiver knowingly, willingly, voluntarily, and without duress. The Parties and Guarantor(s) have been given ample opportunity to seek advice of counsel prior to execution of this agreement.

18. ARBITRATION.

If either party or Guarantor requests, the other party or the Guarantor agrees to arbitrate all disputes and claims arising out of or relating to this Agreement. If a party or Guarantor seeks to have a dispute settled by arbitration, that party or the Guarantor must first send to the other party, by certified mail, a written Notice of Intent to Arbitrate. If the parties or the Guarantor do not reach an agreement or resolve the claim within 30 days after the Notice is received, either party or the Guarantor may commence an arbitration proceeding with the American Arbitration Association ("AAA"). Purchaser will promptly reimburse Seller or Guarantor any arbitration filing fee, however, in the event that both Seller and Guarantor must pay filing fees, the Purchaser will only reimburse Seller's arbitration filing fee. Except as provided in the next sentence, the Purchaser will pay all administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by Seller or the Guarantor or the relief sought by the Seller or the Guarantor is improper or not warranted, as measured by the standards set forth in the Federal Rule of Procedure 11(b), then Purchaser will pay these fees only if requested by the AAA Rules. If the arbitrator grants relief to Seller or the Guarantor that is equal to or greater than the value of what Seller or the Guarantor has requested in the arbitration, Purchaser shall reimburse Seller or the Guarantor for that person's reasonable attorneys' fees and expenses incurred for the arbitration. Seller and Guarantor

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agree that, by entering this Agreement, they are waiving the right to trial by jury. EACH PARTY AND THE GUARANTOR(S) MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties and the Guarantor agree that the arbitrator may not consolidate proceedings for more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void.

19. CLASS ACTION WAIVER.

Seller, Purchaser, and each Guarantor acknowledge and agree that the amount at issue in this transaction and any disputes that arise between them are large enough to justify dispute resolution on an individual basis. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

20. HEADINGS.

The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms and provisions hereof.

21. COUNTERPARTS.

This agreement may be executed in counterparts each of which so executed shall be deemed an original and constitute one and the same Agreement.

22. SEVERABILITY.

If any of the provisions of this Agreement are held invalid, such invalidity shall not affect the other provisions hereof, which can be given effect without the invalid provisions, and for this end the provisions of this Agreement are intended to be and shall be deemed severable.

23. CELL PHONE, E-MAIL, AND ELECTRONIC TRANSMISSIONS.

Seller and Guarantor(s) authorize Purchaser and Purchaser's affiliates, agents, and independent contractors to contact Seller or Guarantor(s) at any telephone number Seller or Guarantor(s) provides to Purchaser or from which Seller or Guarantor(s) communicates with Purchaser, or any telephone number where Purchaser believes it may reach Seller or Guarantor(s), using any means of communication, including but not limited to calls, text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or pre-recorded messages, even if Seller or Guarantor(s) incurs charges for receiving such communications. Purchaser and Purchaser's affiliates, agents, and independent contractors, may use any other medium not prohibited by law including, but not limited to, mail, e-mail, text-based messages through applications, social media, or other platforms, and facsimile to contact Seller or Guarantor(s). Seller and Guarantor(s) expressly consent to conduct business by electronic means. Seller and Guarantor(s) may opt-out of receiving auto dialed or pre-recorded calls or texts on Seller's or Guarantor's cellular telephone by contacting customer service at 516-419-5300 and select "Customer Service" from the prompts. Even if Seller and/or Guarantor(s) opt-out of receiving automated calls or texts on a cellular telephone, we may continue to communicate with Seller and Guarantor(s) by other means.

24. ELECTRONIC SIGNATURES.

The Parties agree to use electronic records and electronic signatures to document this Agreement. The Parties' electronic signatures on electronic records will have the same effect as signatures on paper documents. Purchaser may designate one authoritative copy of this Agreement. If Purchaser does so, the Authoritative copy will be the electronic copy in a document management system Purchaser designates for storing authoritative copies. Purchaser also may convert the authoritative copy to a paper original, designating as such.

24.1 AUTHORIZATION FOR AUTOMATIC CLEARING HOUSE PAYMENT(S) – EXHIBIT A.

24.2 MERCHANT PAYOFF BALANCE(S) – EXHIBIT B.

24.3 ALTERNATE BANK ACCOUNT(S) – EXHIBIT C.

24.4 PREPAYMENT DISCOUNT(S) – EXHIBIT D.

Initial: 
D-101-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-6610-6611-6612-6613-6614-6615-6616-6617-6618-6619-6620-6621-6622-6623-6624-6625-6626-6627-6628-6629-6630-6631-6632-6633-6634-6635-6636-6637-6638-6639-6640-6641-6642-6643-6644-6645-6646-6647-6648-6649-66410-66411-66412-66413-66414-66415-66416-66417-66418-66419-66420-66421-66422-66423-66424-66425-66426-66427-66428-66429-66430-66431-66432-66433-66434-66435-66436-66437-66438-66439-66440-66441-66442-66443-66444-66445-66446-66447-66448-66449-66450-66451-66452-66453-66454-66455-66456-66457-66458-66459-66460-66461-66462-66463-66464-66465-66466-66467-66468-66469-66470-66471-66472-66473-66474-66475-66476-66477-66478-66479-66480-66481-66482-66483-66484-66485-66486-66487-66488-66489-66490-66491-66492-66493-66494-66495-66496-66497-66498-66499-664100-664101-664102-664103-664104-664105-664106-664107-664108-664109-664110-664111-664112-664113-664114-664115-664116-664117-664118-664119-664120-664121-664122-664123-664124-664125-664126-664127-664128-664129-664130-664131-664132-664133-664134-664135-664136-664137-664138-664139-664140-664141-664142-664143-664144-664145-664146-664147-664148-664149-664150-664151-664152-664153-664154-664155-664156-664157-664158-664159-664160-664161-664162-664163-664164-664165-664166-664167-664168-664169-664170-664171-664172-664173-664174-664175-664176-664177-664178-664179-664180-664181-664182-664183-664184-664185-664186-664187-664188-664189-664190-664191-664192-664193-664194-664195-664196-664197-664198-664199-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-664255-664256-664257-664258-664259-664260-664261-664262-664263-664264-664265-664266-664267-664268-664269-664270-664271-664272-664273-664274-664275-664276-664277-664278-664279-664280-664281-664282-664283-664284-664285-664286-664287-664288-664289-664290-664291-664292-664293-664294-664295-664296-664297-664298-664299-664200-664201-664202-664203-664204-664205-664206-664207-664208-664209-664210-664211-664212-664213-664214-664215-664216-664217-664218-664219-664220-664221-664222-664223-664224-664225-664226-664227-664228-664229-664230-664231-664232-664233-664234-664235-664236-664237-664238-664239-664240-664241-664242-664243-664244-664245-664246-664247-664248-664249-664250-664251-664252-664253-664254-66425

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 12/08/2023

25. CONFIDENTIALITY.

Seller and Guarantor(s) understand and agree that the terms and conditions of the products and services offered by Purchaser, including this Agreement and any documentation (collectively, "Confidential Information") are proprietary and confidential information. Accordingly, unless disclosure is required by applicable law or court order, Seller and Guarantor(s) must not disclose Confidential Information to any person other than an attorney, accountant, financial advisor, or employee who needs to know such information for the purpose of advising you (each, an "Advisor"), provided such Advisor uses such information solely for the purpose of advising Seller or Guarantor and first agrees in writing to be bound by the terms of this section.

26. D/B/A'S.

Seller hereby acknowledges and agrees that Purchaser may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between Purchaser and Seller, including the filing of UCC-1 financing statements and any other notices or filings.

27. ESTOPPEL CERTIFICATE.

Seller will at all times, and from time to time, upon at least one business day's prior notice from Purchaser to Seller, execute, acknowledge and deliver to Purchaser and/or to any other person, firm or corporation specified by Purchaser, 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 modifications) and stating the dates which the Purchased Amount or any portion thereof has been delivered to Purchaser or the amount of the Purchased Amount that has not been delivered to Purchaser.

28. ASSIGNMENT.

Purchaser may assign, transfer, or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part, with or without prior written notice to Seller.

This Agreement is not binding on or accepted by Purchaser unless and until the Purchase Price is delivered to Seller.

BY SIGNING THIS AGREEMENT SELLER IS MAKING AN OFFER TO SELL FUTURE RECEIVABLES TO PURCHASER. FURTHER, SELLER'S SIGNATURE AFFIRMS IT HAS CAREFULLY READ AND UNDERSTOOD THIS ENTIRE AGREEMENT AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. SELLER FUTHER AFFIRMS ALL REPRESENTATIONS, WARRANTIES, AND COVENANTS CONTAINED HEREIN.

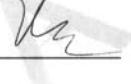
SELLER:

Signature:  Printed Name: Truc Thi Thanh Nguyen

Title: Owner Ownership %: 100% Date: 11 / 12 / 2021

ANY MISREPRESENTATIONS MADE BY MERCHANT OR GUARANTOR(S) IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION.

SELLER ACKNOWLEDGES IT IS A MATERIAL BREACH OF THIS AGREEMENT TO ENTER INTO ANY SUBSEQUENT SALES OF FUTURE RECEIVABLES AGREEMENT(S) OR OTHERWISE ENCUMBER SELLER'S RECEIVABLES PRIOR TO PURCHASER RECEIVING THE ENTIRE PURCHASED AMOUNT.

Seller's Initials:  Guarantor's Initials: 

Initial: 

PERSONAL GUARANTY OF PERFORMANCE

In consideration of Purchaser entering into this Agreement, and to induce Purchaser to enter into this Agreement, the undersigned principal(s) of Seller (the "Guarantors") hereby PERSONALLY AND UNCONDITIONALLY GUARANTY the performance by Seller of all of its obligations hereunder and further guarantees the accuracy, truthfulness, and completeness of all representations, warranties and covenants made by Seller herein as more specifically set forth in this Agreement. Guarantors will derive direct or indirect economic benefit from this Agreement and are directly or indirectly involved in the business operations of Seller. The foregoing guaranties shall be continuing and irrevocable and Guarantor hereby waives demand of payment, notice and presentment and agrees that Purchaser may proceed directly against Guarantor without first proceeding against Seller. Guarantor further guarantees payment of all costs, expenses, and attorney's fees which may be incurred as a result of Seller's default in the performance of its obligations or as a result of Guarantors default under this guaranty. Guarantor authorizes Purchaser and its agents and representatives and any and all credit reporting agencies employed Purchaser to investigate any references given or any other statements of data obtained from or about Guarantor and to order, receive, and review consumer or business credit reports at any time now or in the future on Guarantor.

Guarantor 1:

By signing below, I agree to the terms of the Personal Guaranty of Performance above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains a Waiver of Jury Trial, Arbitration, and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration, and Class Action Clauses.

Signature:  Printed Name: **Truc Thi Thanh Nguyen** Date: **11 / 12 / 2021**

Social Security Number:  Ownership %: **100%**

Home Address: **143** City: **Cypress** State: **Texas** Zip Code: **77429**

Driver's License Number:  Cell Phone Number: **2564772424**

Guarantor 2:

By signing below, I agree to the terms of the Personal Guaranty of Performance above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains a Waiver of Jury Trial, Arbitration, and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration, and Class Action Clauses.

Signature: _____ Printed Name: _____ Date: _____

Social Security Number: _____ Ownership %: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

Driver's License Number: _____ Cell Phone Number: _____

Guarantor 3:

By signing below, I agree to the terms of the Personal Guaranty of Performance above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains a Waiver of Jury Trial, Arbitration, and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration, and Class Action Clauses.

Signature: _____ Printed Name: _____ Date: _____

Social Security Number: _____ Ownership %: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

Driver's License Number: _____ Cell Phone Number: _____

Initial: 

EXHIBIT A:

AUTHORIZATION FOR AUTOMATIC CLEARING HOUSE PAYMENTS

This authorization is entered pursuant to the Agreement dated 11 / 12 / 2021 between Truc Thi Thanh Nguyen DBA Sassy Nails ("Seller") and FAVO FUNDING, LLC ("Purchaser"). Terms used and not defined herein will have the meanings assigned to such terms in the Agreement. Seller authorizes Purchaser to debit the below listed designated Bank Account indicated in this form for the noted remittance amount and according to the terms in the Agreement. Seller further authorizes Purchaser to make any applicable ACH Credits to the below listed and designated account. Seller understand that this authorization will remain in effect until Purchaser has received the entire Purchased Amount and any applicable fees and that, pursuant to the Agreement, Seller has agreed not to alter or revoke such authorization and that doing so may be a breach of the Agreement.

In the event that an ACH transaction is rejected for Non-Sufficient Funds (NSF), Seller understands that the Purchaser, in its discretion, may attempt to re-process the ACH transaction again within 30 days. Seller further agrees and acknowledges that Seller will incur an additional fee as listed in the Agreement for each ACH transaction that results in an NSF failure. Seller acknowledges that the origination of ACH transactions to my account must comply with the provisions of United States law. Seller will not dispute Purchaser's recurring billing with my bank so long as the transaction corresponds to the terms indicated in the Agreement. Seller acknowledges that Purchaser is not responsible for any overdrafts, rejected transactions, or fees that may result therefrom as a result of this agreement.

Seller authorizes Purchaser to contact Seller's financial institution to obtain available funds information and/or to verify any information Seller has provided about the Designated Bank Account and/or the Alternate Bank Account(s) and to correct any missing, erroneous or out-of-date information. Seller understands and agrees that any revocation or attempted revocation of this Authorization will constitute an event of default under the Payment Rights Purchase and Sale Agreement. In the event that Seller closes the Designated Bank Account and the Alternate Bank Account(s), or the Designated Bank Account and the Alternate Bank Account(s) have insufficient funds for any ACH transaction under this Authorization, Seller authorizes Purchaser to contact Seller's financial institution and obtain information (including account number, routing number and available balance) concerning any other deposit account(s) maintained by Seller with Seller's financial institution, and to initiate ACH transactions under this Authorization to such additional account(s). To the extent necessary, Seller grants Purchaser a limited Power of Attorney to take action in Seller's name to facilitate this authorization.

This authorization is to remain in full force and effect until Purchaser has received written notification from Seller at 1025 Old Country Road, Suite 311, Westbury, NY, 11590 at least five (5) banking days prior to its termination to afford the Purchaser a reasonable opportunity to act on it.

The individual signing below on behalf of Seller certifies that he/she is an authorized signer on the Designated Bank Account and the Alternate Bank Account(s). Seller will not dispute any ACH transaction initiated pursuant to this Authorization Agreement, provided the transaction corresponds to the terms of this Authorization Agreement. Seller requests the financial institution(s) that hold(s) the Designated Bank Account and the Alternate Bank Account(s) to honor all ACH entries initiated in accordance with this Authorization Agreement.

Bank Name: PNC Bank Routing Number: _____

Account name: Sassy Nails Account Type: Checking Savings Bank Address: PO BOX 99562, Pittsburgh PA

SELLER:

76

Signature:  Printed Name: Truc Thi Thanh Nguyen

Date: 11 / 12 / 2021 Title: Owner

PLEASE ATTACH A VOIDED CHECK FOR THE ABOVE LISTED ACCOUNT

ATTACH ADDITIONAL VOIDED CHECKS FOR ANY AND ALL OF SELLER'S BANK ACCOUNTS

Initial: TM

EXHIBIT B:**MERCHANT PAYOFF BALANCE(S)**

The Merchant Authorizes FAVO Funding, LLC to settle the outstanding amount due to the third party funder(s) as listed below. This amount will be deducted from the final Disbursement Amount before remittance is made to the Merchant.

FUNDER 1:

Funder Name: _____ Deal ID: _____

Payoff Letter Date: _____ Payoff Amount: _____

FUNDER 2:

Funder Name: _____ Deal ID: _____

Payoff Letter Date: _____ Payoff Amount: _____

FUNDER 3:

Funder Name: _____ Deal ID: _____

Payoff Letter Date: _____ Payoff Amount: _____

FUNDER 4:

Funder Name: _____ Deal ID: _____

Payoff Letter Date: _____ Payoff Amount: _____

FUNDER 5:

Funder Name: _____ Deal ID: _____

Payoff Letter Date: _____ Payoff Amount: _____

SELLER:

Signature: _____ Printed Name: Truc Thi Thanh Nguyen

Date: 11 / 12 / 2021 Title: Owner

PLEASE NOTE THAT FAVO FUNDING LLC WILL NOT BE LIABLE FOR ANY AMOUNTS NOT STATED IN THE PAYOFF LETTER(S). IT IS THE RESPONSIBILITY OF THE MERCHANT TO REQUEST FINAL STATEMENTS FROM THIRD PARTY FUNDER(S) UNTIL SETTLED. IT IS ALSO THE RESPONSIBILITY OF THE MERCHANT TO CONTACT THE THIRD PARTY FUNDER(S) TO CANCEL THE ACH TRANSACTIONS. FAVO FUNDING LLC WILL NOT NOTIFY THE THIRD PARTY(S) OF PAYOFF REMITTANCE, THIS WILL REMAIN THE SOLE RESPONSIBILITY OF THE MERCHANT.

Initial: _____
David L. Collier-Clerk 200000474-L-74001-8-0-04704

EXHIBIT C:**ALTERNATE BANK ACCOUNT(S)**

The Merchant Authorizes FAVO Funding, LLC to debit alternate bank accounts and treat all Merchant Bank Accounts as one. The Seller and/ or Guarantor(s) agrees that FAVO Funding, LLC may use all listed account in this agreement.

BANK ACCOUNT 1:

Bank Name: PNC Bank Routing Number: XXXXXXXXXX

Account name: Sassy Nails Account Type: Checking Savings Bank Address: PO BOX 99562, Pittsburgh PA

SELLER and/ or GUARANTOR(S):

Signature:  Printed Name: Truc Thi Thanh Nguyen
Date: 11 / 12 / 2021 Title: Owner

BANK ACCOUNT 2:

Bank Name: _____ Routing Number: _____ Account Number: _____
Account name: _____ Account Type: Checking Savings Bank Address: _____

SELLER and/ or GUARANTOR(S):

Signature:  Printed Name: _____
Date: 11 / 12 / 2021 Title: Owner

BANK ACCOUNT 3:

Bank Name: _____ Routing Number: _____ Account Number: _____
Account name: _____ Account Type: Checking Savings Bank Address: _____

SELLER and/ or GUARANTOR(S):

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

PLEASE ATTACH A VOIDED CHECK FOR THE ABOVE LISTED ACCOUNT

ATTACH ADDITIONAL VOIDED CHECKS FOR ANY AND ALL OF SELLER'S BANK ACCOUNTS

Initial: 

EXHIBIT C:

PREPAYMENT DISCOUNT(S)

FAVO Funding, LLC is pleased to offer the following prepayment discount(s) to the Merchant with no prepayment penalties and/ or fees. The offers made in EXHIBIT C are exclusive to this agreement. The Payoff Date will be enforced and the discount(s) will not apply if the Merchant has not submitted proof of payment to FAVO Funding, LLC on or before the dates listed below.

30 DAY PREPAYMENT DISCOUNT:

Discount Percentage: **10%** Discount Amount: **\$3,625.00**

Payoff Amount: \$32,625.00 (total) Payoff Date: 12/12/2021

60 DAY PREPAYMENT DISCOUNT:

Discount Percentage: 8% Discount Amount: \$2,900.00

Payoff Amount: \$33,350 (total) Payoff Date: 1/11/2022

90 DAY PREPAYMENT DISCOUNT:

Discount Percentage: 6% Discount Amount: \$2,175.00

Payoff Amount: \$34,075 (total) Payoff Date: 2/10/2022

OTHER PREPAYMENT DISCOUNT:

Discount Percentage: _____ Discount Amount: _____

Payoff Amount: _____ Payoff Date: _____

Initial: MM