

REVENUE PURCHASE AGREEMENT

Agreement dated 3/6/2023 between Blue Sky Advance Inc (“**Buyer**”) purchasing and the Merchant (“**Merchant**”) listed below selling future “**Receipts**” (defined as all payments made by cash, check, electronic transfer or other form of monetary payment in the ordinary course of the Merchant’s business).

MERCHANT INFORMATION

Merchant’s Legal Name	Alpha Pro Contracting
DBA	Alpha Pro Contracting
State of Organization	TX
Type of Organization	Sole Prop
Tax Identifying Number	
Start Date	
Physical Address	2110 S Van Buren St Unit B
City State Zip	Amarillo TX 79109
Mailing Address	2110 S Van Buren St Unit B
City State Zip	Amarillo TX 79109
Primary Contact Name	Jacob Riley Lucero
Primary Contact Address (ID)	115 N La Salle St Amarillo TX 79106
Business Phone	
Mobile Phone	
Email Address	
Social Security #	
Driver’s License #	
Birth Date	

Merchant hereby sells, assigns and transfers to Buyer (making Buyer the absolute owner) in consideration of the Purchase Price specified below, the Purchased Amount of all of Merchant’s future accounts, contract rights and other entitlements arising from or relating to the payment of monies from Merchant’s customers’ and/or other third party payors, for the payments due to Merchant as a result of Merchant’s sale of goods and/or services (the “**Transactions**”) until the full amount of the Purchased Amount has been delivered by or on behalf of Merchant to Buyer.

CONTRACT INFORMATION

Purchase Price	\$ 65,000.00
Purchased Amount	\$ 94,250.00
Payment Frequency	Daily
Remittance	\$ 787.00
# Payments	120.00
Underwriting Fee	\$ 3,250.00
Origination Fee	\$ 0.00

Merchant is selling a portion of a future revenue stream to Buyer at a discount, not borrowing money from Buyer, therefore there is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by Buyer. Merchant going bankrupt or going out of business, or experiencing a slowdown in business, or a delay in collecting its receivables, in and of itself, does not constitute a breach of this Agreement. Buyer is entering this Agreement knowing the risks that Merchant's business may slow down or fail, and Buyer assumes these risks based on Merchant's representations, warranties, and covenants in this Agreement, which are designed to give Buyer a reasonable and fair opportunity to receive the benefit of its bargain. Merchant and Guarantor are only guaranteeing their performance of the terms of this Revenue Purchase Agreement and are not guaranteeing the payment of the Purchased Amount. The initial Remittance shall be as listed above. The Remittance is subject to adjustment as set forth in Paragraph 1.4.

Buyer will debit the Remittance each business day from only one depositing bank account, which account must be acceptable to, and pre-approved by the Buyer (the "**Account**") into which Merchant and Merchant's customers shall remit the Receipts from each Transaction, until such time as Buyer receives payment in full of the Purchased Amount. Merchant hereby authorizes Buyer, to ACH debit the Agreed Remittance from the Account on the agreed upon Payment Frequency; the debiting day means any day that is not a United States banking holiday. Buyer's payment of the Purchase Price shall be deemed the acceptance and performance by Buyer of this Agreement. Merchant understands that it is responsible for ensuring that the Agreed Remittance to be debited by Buyer remains in the Account and will be held responsible for any fees incurred by Buyer resulting from a rejected ACH attempt or an Event of Default. Buyer is not responsible for any overdrafts or rejected transactions that may result from Buyer's ACH debiting the Agreed Remittance under the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement between Buyer and Merchant, upon the occurrence of an Event of Default under Section 3 of the MERCHANT AGREEMENT TERMS AND CONDITIONS the debit amount shall equal 100% of agreed Remittance. A list of all fees applicable under this Agreement is contained in the section THE FEE STRUCTURE.

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THE MERCHANT AGREEMENT “TERMS AND CONDITIONS”, THE “SECURITY AGREEMENT AND GUARANTY” AND THE “ADMINISTRATIVE FORM HEREOF, ARE ALL HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

FOR THE MERCHANT (#1) By: Jacob Riley Lucero
(Print Name and Title)


(Signature)

FOR THE MERCHANT (#2) By: Jeremiah Rubin Lucero
(Print Name and Title)


(Signature)

BY OWNER (#1) By: Jacob Riley Lucero
(Print Name)


(Signature)

BY OWNER (#2) By: Jeremiah Rubin Lucero
(Print Name)


(Signature)

FOR BUYER: Blue Sky Advance Inc

By: Ari Finkelstein

Charles Lederman
(Authorized Signature)



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MERCHANT AGREEMENT TERMS AND CONDITIONS

1 TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Deposit Agreement and Processor. Merchant shall (A) execute an agreement acceptable to Buyer with a Bank acceptable to Buyer to obtain electronic fund transfer services for the Account, and (B) if applicable, execute an agreement acceptable to Buyer with a credit and debit card processor (the “**Processor**”) instructing the Processor to deposit all Receipts into the Account. Merchant shall provide Buyer and/or its authorized agent(s) with all of the information, authorizations, and passwords necessary for verifying Merchant’s receivables, receipts, deposits and withdrawals into and from the Account. Merchant hereby authorizes Buyer and/or its agent(s) to withdraw from the Account via ACH debit the amounts owed to Buyer for the receipts as specified herein and to pay such amounts to Buyer. These authorizations apply not only to the approved Account but also to any subsequent or alternate account used by the Merchant for these deposits, whether pre- approved by Buyer or not. This additional authorization is not a waiver of Buyer’s entitlement to declare this Agreement breached by Merchant as a result of its usage of an account which Buyer did not first pre-approve in writing prior to Merchant’s usage thereof. The aforementioned authorizations shall be irrevocable without the written consent of Buyer.

1.2 Term of Agreement. This Agreement shall remain in full force and effect until the entire Purchased Amount and any other amounts due are received by Buyer as per the terms of this Agreement.

1.3 Future Purchase of Increments. Subject to the terms of this Agreement, Buyer offers to purchase additional Receipts in the “Increments” stated in on Page 1 of this Agreement, if any. Buyer reserves the right to delay or rescind the offer to purchase any Increment or any additional Receipts, in its sole and absolute discretion.

1.4 Adjustments to the Remittance. If an Event of Default has not occurred, the Merchant may at any time after the funding of the Purchase Price to Merchant, Merchant may give notice to Buyer to request a decrease in the Remittance because of a change in revenues. The Remittance shall be modified to reflect the Merchant’s actual receipts more closely. Merchant shall provide Buyer with viewing access to their bank account as well as all information reasonably requested by Buyer to properly calculate the Merchant’s Remittance. At any time after the adjustment in the Remittance, the Buyer may adjust the modification if a subsequent review of the Merchant’s revenues indicates the prior conditions resulting in the decrease no longer exist. The Merchant may request subsequent modifications to the Remittance pursuant to this paragraph or it is agreed that the Merchant’s Remittance shall return to the Remittance as agreed upon on Page 1 of this Agreement.

1.5 Financial Condition. Merchant and Guarantor(s) (as hereinafter defined and limited) authorize Buyer and its agents to investigate their financial responsibility and history, and will provide to Buyer any authorizations, bank or financial statements, tax returns, etc., as Buyer deems necessary in its sole and absolute discretion prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable as an authorization for release of financial and credit information. Buyer is authorized to update such information and financial and credit profiles from time to time as it deems appropriate.

1.6 Transactional History. Merchant authorizes all of its banks, brokers and processor to provide Buyer with Merchant’s banking, brokerage and/or processing history to determine qualification or continuation in this program and for collections purposes. Merchant shall provide Buyer with copies of any documents related to Merchant’s card processing activity or financial and banking affairs within five days after a request from Buyer.



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1.7 Indemnification. Merchant and Guarantor(s) jointly and severally indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by Buyer for monies owed to Buyer from Merchant and (b) actions taken by Processor in reliance upon any fraudulent, misleading or deceptive information or instructions provided by Buyer.

1.8 No Liability. In no event will Buyer be liable for any claims asserted by Merchant or Guarantors under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by both Merchant and Guarantor(s). In the event these claims are nonetheless raised, Merchant and Guarantors will be jointly liable for all of Buyer's attorney's fees and expenses resulting therefrom.

1.9 Reliance on Terms. Section 1.1, 1.6, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, Buyer, Processor, and Merchant's bank and notwithstanding the fact that Processor and the bank is not a party of this Agreement, Processor and the bank may rely upon their terms and raise them as a defense in any action.

1.10 Sale of Receipts. Merchant and Buyer agree that the Purchase Price under this Agreement is in exchange for the Purchased Amount, and that such Purchase Price is not intended to be, nor shall it be construed as a loan from Buyer to Merchant. Merchant agrees that the Purchase Price is in exchange for the Receipts pursuant to this Agreement, and that it equals the fair market value of such Receipts. Buyer has purchased and shall own all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to Buyer in respect to the full amount of the Receipts shall be conditioned upon Merchant's sale of products and services, and the payment therefore by Merchant's customers. In no event shall the aggregate of all amounts or any portion thereof be deemed as interest hereunder, and in the event, it is found to be interest despite the parties hereto specifically representing that it is NOT interest, it shall be found that no sum charged or collected hereunder shall exceed the highest rate permissible at law. In the event that a court nonetheless determines that Buyer has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and Buyer shall promptly refund to Merchant any interest received by Buyer in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that Buyer not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law. As a result, thereof, Merchant knowingly and willingly waives the defense of Usury in any action or proceeding.

1.11 Power of Attorney. Merchant irrevocably appoints Buyer as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to Buyer from Processor, or in the case of a violation by Merchant of Section 1 or the occurrence of an Event of Default under Section 3 hereof, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to Buyer; and (v) to contact Merchant's banks and financial institutions using Merchant and Guarantor(s) personal information to verify the existence of an account and obtain account balances (vi) to file any claims or take any action or institute any proceeding which Buyer may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Purchased Amount. In connection therewith, all costs, expenses and fees, including legal fees, shall be payable by Merchant.

1.12 Protections Against Default. The following Protections 1 through 8 may be invoked by Buyer immediately and without notice to Merchant in the event: (a) Merchant takes any action to discourage the use of electronic check processing that are settled through Processor, or permits any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks or other payments or deposits for the purchase of Merchant's services and products including but not limited to direct deposit of any checks into a bank account without scanning into the Buyer electronic check processor; (b) Merchant changes its arrangements with Processor or the Bank in any way that is adverse or

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unacceptable to Buyer; (c) Merchant changes the electronic check processor through which the Receipts are settled from Processor to another electronic check processor, or permits any event to occur that could cause diversion of any of Merchant's check or deposit transactions to another processor; (d) Merchant intentionally interrupts the operation of this business transfers, moves, sells, disposes, or otherwise conveys its business and/or assets without (i) the express prior written consent of Buyer, and (ii) the written agreement of any Buyer or transferee to the assumption of all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to Buyer; (e) Merchant takes any action, fails to take any action, or offers any incentive, economic or otherwise, the result of which will be to induce any customer or customers to pay for Merchant's services with any means other than payments, checks or deposits that are settled through Processor; or (f) Merchant fails to provide Buyer with copies of any documents related to Merchant's card processing activity of financial and banking affairs within five days after a request from Buyer. These protections are in addition to any other remedies available to Buyer at law, in equity or otherwise pursuant to this Agreement.

Protection 1. The full uncollected Purchased Amount plus all fees (including reasonable attorney's fees) due under this Agreement and the attached Security Agreement become due and payable in full immediately.

Protection 2. Buyer may enforce the provisions of the Limited Personal Guaranty of Performance against the Guarantor(s).

Protection 3. Buyer may enforce its security interest in the Collateral.

Protection 4. The entire Purchased Amount and all fees (including reasonable attorney's fees) shall become immediately payable to Buyer from Merchant.

Protection 5. Buyer may proceed to protect and enforce its right and remedies by lawsuit. In any such lawsuit, if Buyer recovers a Judgment against Merchant, Merchant shall be liable for all of Buyer's costs of the lawsuit, including but not limited to all reasonable attorneys' fees and court costs.

Protection 6. This Agreement shall be deemed Merchant's Assignment of Merchant's Lease of Merchant's business premises to Buyer. Upon breach of any provision in this Agreement, Buyer may exercise its rights under this Assignment of Lease without prior Notice to Merchant.

Protection 7. Buyer may debit Merchant's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Merchant's bank account or otherwise for all sums due to Buyer.

1.13 **Protection of Information.** Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner or Guarantor, in respect of himself or herself personally, authorizes Buyer to disclose information concerning Merchant's and each Owner's and each Guarantor's credit standing (including credit bureau reports that Buyer obtains) and business conduct only to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant and each Owner and each Guarantor hereby and each waives to the maximum extent permitted by law any claim for damages against Buyer or any of its affiliates relating to any (i) investigation undertaken by or on behalf of Buyer as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.14 **Confidentiality.** Merchant understands and agrees that the terms and conditions of the products and services offered by Buyer, including this Agreement and any other Buyer documents (collectively, "Confidential Information") are proprietary and confidential information of Buyer. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of Buyer to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this section. A breach hereof entitles Buyer to not only damages and

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reasonable attorney's fees but also to both a Temporary Restraining Order and a Preliminary Injunction without Bond or Security.

1.15 **Publicity.** Merchant and each of Merchant's Owners and all Guarantors hereto all hereby authorizes Buyer to use its, his or her name in listings of clients and in advertising and marketing materials.

1.16 **D/B/A's.** Merchant hereby acknowledges and agrees that Buyer may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between Buyer and Merchant, including the filing of UCC-1 financing statements and other notices or filings.

2 REPRESENTATIONS, WARRANTIES AND COVENANTS

Merchant represents warrants and covenants that, as of this date and during the term of this Agreement:

2.1 **Financial Condition and Financial Information.** Merchant's and Guarantors' bank and financial statements, copies of which have been furnished to Buyer, and future statements which will be furnished hereafter at the discretion of Buyer, fairly represent the financial condition of Merchant at such dates, and since those dates there has been no material adverse changes, financial or otherwise, in such condition, operation or ownership of Merchant. Merchant and Guarantors have a continuing, affirmative obligation to advise Buyer of any material adverse change in their financial condition, operation, or ownership. Buyer may request statements at any time during the performance of this Agreement and the Merchant and Guarantors shall provide them to Buyer within five business days after request from Buyer. Merchant's or Guarantors' failure to do so is a material breach of this Agreement.

2.2 **Governmental Approvals.** Merchant is in compliance and shall comply with all laws and has valid permits, authorizations, and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged and/or will engage in hereafter.

2.3 **Authorization.** Merchant, and the person(s) signing this Agreement on behalf of Merchant, have full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.

2.4 **Use of Funds.** Merchant agrees that it shall use the Purchase Price for business purposes and not for personal, family, or household purposes.

2.5 **Electronic Check Processing Agreement.** Merchant will not change its Processor, add terminals, change its financial institution, or bank account(s) or take any other action that could have any adverse effect upon Merchant's obligations under this Agreement, without Buyer's prior written consent. Any such changes shall be a material breach of this Agreement.

2.6 **Change of Name or Location.** Merchant will not conduct Merchant's businesses under any name other than as disclosed to the Processor and Buyer, nor shall Merchant change any of its places of business without prior written consent by Buyer.

2.7 **Daily Batch Out.** Merchant will batch out receipts with the Processor on a daily basis if applicable.

2.8 **Estoppel Certificate.** Merchant will at every and all times, and from time to time, upon at least one (1) day's prior notice from Buyer to Merchant, execute, acknowledge and deliver to Buyer and/or to any other person, firm or corporation specified by Buyer, 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 repaid.

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2.9 **No Bankruptcy Pending.** During the six (6) months ending on the date of this Agreement, neither Merchant nor Owner/Guarantor has contemplated (or contemplates) or has commenced (a) any Bankruptcy Case; (b) any petition or other Proceeding seeking the appointment of a receiver, administrator, liquidator or other person for the marshalling, sale or liquidation of its properties or assets; or (c) an assignment for the benefit of its creditors, and there has been no involuntary petition or Proceeding brought or is pending against Merchant or Owner/Guarantor for any of the foregoing purposes. Neither Merchant nor Owner/Guarantor is insolvent or has admitted in writing its inability to pay its debts as they mature. Merchant does not anticipate commencing any such Bankruptcy Case, petition or other Proceeding and it does not anticipate that any such involuntary petition or Proceeding will be filed against it during the next twelve (12) months. For the avoidance of doubt, this Section 2.9 does not constitute a covenant or agreement by Merchant that it will not commence or become subject to a Bankruptcy Case in the next twelve (12) months should circumstance in the Merchant's business beyond its control so require.

2.10 **Unencumbered Receipts.** Merchant has good, complete, unencumbered, and marketable title to all Receipts, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of Buyer.

2.11 **Business Purpose.** Merchant is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes.

2.12 **Defaults under Other Contracts.** Merchant's execution of, and/or performance under this Agreement, will not cause or create an event of default by Merchant under any contract with another person or entity.

2.13 **Good Faith.** Merchant and Guarantors hereby affirm that Merchant is receiving the Purchase Price and selling Buyer the Purchased Amount in good faith and will use the Purchase Price funds to maintain and grow Merchant's business.

3 **EVENTS OF DEFAULT AND REMEDIES**

3.1 **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

- (a) Merchant or Guarantor shall violate any term or covenant in this Agreement.
- (b) Any representation or warranty by Merchant in this Agreement shall prove to have been incorrect, false or misleading in any material respect when made.
- (c) The sending of notice of termination by Merchant or verbally notifying Buyer of its intent to breach this Agreement.
- (d) Merchant blocks any ACH whose purpose is to replace a prior day's ACH that was not honored due to insufficient funds in the account.
- (e) The Merchant fails to supply all requested documentation and allow for daily and/or real time monitoring of its bank account.
- (f) Merchant shall transfer or sell all or substantially all of its assets.
- (g) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant.
- (h) Merchant shall use multiple depository accounts without the prior written consent of Buyer.
- (i) Merchant shall close its depositing account used for ACH debits without the prior written consent of Buyer.
- (j) Merchant's bank returns a code other than NSF preventing Buyer from its collections.
- (k) Merchant shall default under any of the terms, covenants and conditions of any other agreement with Buyer.
- (l) Merchant shall not change login credentials from when the underwriter does login.
- (m) Merchant shall enter a cash advance agreement with another cash advance company; or
- (n) Merchant shall double fund Buyer's advance with another cash advance company.

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3.2 Limited Personal Guaranty. In the Event of a Default, Buyer will enforce its rights against the Guarantors of this transaction. Said Guarantors will be jointly and severally liable to Buyer for all of Buyer's losses and damages, in addition to all costs and expenses and legal fees associated with such enforcement.

3.3 Remedies. In case of any Event of Default occurs and is not waived pursuant to Section 4.4 hereof, Buyer may proceed to protect and enforce its rights or remedies by suit in equity or by action of law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of Merchant's obligations hereunder (including the Guaranty) or any other legal or equitable right or remedy. All rights, powers, and remedies of Buyer in connection with this Agreement may be exercised at any time by Buyer after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

3.4 Required Notifications. Merchant is required to give Buyer written notice within 24 hours of any filing under Title 11 of the United States Code. Merchant is required to give Buyer seven days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets or stock.

4 MISCELLANEOUS

4.1 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 Buyer.

4.2 Assignment. Buyer may assign, transfer or sell its rights to receive the Purchase Amount or delegate its duties hereunder, either in whole or in part.

4.3 Notices. All notices, requests, consents, demands and other communications hereunder shall be delivered by certified mail, return receipt requested, to the respective parties to this Agreement at the addresses set forth in this Agreement. Notices to Buyer shall become effective only upon receipt by Buyer. Notices to Merchant shall become effective three days after mailing.

4.4 Waiver Remedies. No failure on the part of Buyer to exercise, and no delay in exercising and right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

4.5 Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Merchant, Buyer and their respective successors and assigns, except that Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Buyer which consent may be withheld in its sole discretion. Buyer reserves the rights to assign this Agreement with or without prior written notice to Merchant. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, shall, if Buyer so elects, be instituted in any court sitting in New York (the "Acceptable Forums"). Merchant 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, Merchant waives any right to oppose any motion or application made by Buyer to transfer such proceeding to an Acceptable Forum. Merchant and Guarantor hereby agree that the mailing of any Summons and Complaint in any proceeding commenced by the Buyer by certified or registered mail, return receipt requested to the Mailing Address listed on this Agreement, or via email to the Email Address listed on this Agreement or any other process required by any such court will constitute valid and lawful service of process against them without the necessity for service by any other means provided by statute or rule of courts, but without invalidating service performed in accordance with such other provisions.

4.6 Survival of Representation, etc. All representations, warranties and covenants herein shall survive the execution of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.

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4.7 Interpretation. All Parties hereto have reviewed the Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice. No construction determinations shall be made against either Party hereto as drafter.

4.8 Severability. In case any of the provisions in this Agreement are 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.

4.9 Entire Agreement. Any provision hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof. This Agreement and the Security Agreement and Guaranty hereto embody the entire agreement between Merchant and Buyer and supersede all prior agreements and understandings relating to the subject matter hereof.

4.10 JURY TRIAL WAIVER. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

4.11 CLASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AS AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4.12 Facsimile & Digital Acceptance. Facsimile signatures and digital signatures hereon shall be deemed acceptable for all purposes

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5. HETER ISKA

If the Merchant that is signing this contract is Jewish, then he/she acknowledges receipt of the Funds which are provided by Buyer because of this contract and for which this Heter Iska is applicable. The Merchant obligates himself to utilize the Funds in his/her business, on behalf of the Investor, and to assign to Buyer a proportionate share of the Merchant's future receivables. The Merchant will be paid \$1.00 as compensation for the Merchant working on behalf of Buyer in accordance with all of the terms of this contract, including this Heter Iska. If the Merchant pays to Buyer a return equal to the Purchased Amount on the Funds together with an amount equal to Buyer's usual fees, benefits, and charges for providing funds if applicable (collectively called the "Yield") less the \$1.00 owed by Buyer to Merchant as compensation, then the Merchant shall not be obligated to provide Buyer any accounting of profits or losses and the Merchant shall be entitled to retain all profits in excess of the Yield as the Merchant's compensation. To the extent the ACH Debits provided for in this contract are not paid in accordance with the schedule provided for in this contract, the Merchant will notify Buyer, in writing, of the amount of the profits or losses on Friday of each week and in the absence of such notice, the Yield will be deemed to have been earned. If the Yield is not earned in any week, then Buyer may call for immediate repayment of the Funds and any accrued and unpaid Yield. The Merchant agrees that any claim for loss of any part of the Funds may only be proved by the testimony of two witnesses admissible in accordance with the strictest Orthodox Jewish law before a duly constituted Orthodox Rabbinical Court comprising such Rabbis as Buyer may designate in good faith. The Funds and the Yield shall be deemed owing as and when due, as set out herein, and the Merchant shall be obligated to pay such amounts. Any unpaid portion of the Funds or the Yield shall be deemed reinvested in accordance with the terms of the contract to which this Heter Iska is made a part. This Heter Iska shall supersede the provisions of this contract and/or any other agreement between the Parties which may be inconsistent with this Heter Iska. The dating and signing of this Heter Iska is concurrent with the dating and signing of the contract to which this Heter Iska is made a part.

FOR THE MERCHANT (#1) By: Jacob Riley Lucero
(Print Name and Title)


(Signature)


FOR THE MERCHANT (#2) By: Jeremiah Rubin Lucero
(Print Name and Title)


(Signature)

FOR THE OWNER (#1) By: Jacob Riley Lucero
(Print Name)


(Signature)

FOR THE OWNER (#2) By: Jeremiah Rubin Lucero
(Print Name)


(Signature)

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SECURITY AGREEMENT AND GUARANTY

Merchant's Legal Name: Alpha Pro Contracting
DBA Alpha Pro Contracting
Federal ID #: [REDACTED]
Address: 2110 S Van Buren St Unit B
Amarillo TX 79109

Additional Guarantor(s): Jacob Riley Lucero
Jeremiah Rubin Lucero

SECURITY AGREEMENT

Security Interest. This Agreement will constitute a security agreement under the Uniform Commercial Code. Merchant and Guarantor(s) grant to Buyer a security interest in and lien upon: (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are each defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Merchant and/or Guarantor(s); (b) all proceeds, as that term is defined in Article 9 of the UCC; (c) all funds at any time in the Merchant's and/or Guarantor(s) Account, regardless of the source of such funds; (d) present and future Electronic Check Transactions; and (e) any amount which may be due to Buyer under this Agreement, including but not limited to all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other security to Buyer upon request to secure Merchant's obligations under this Agreement. Merchant agrees that, if at any time there are insufficient funds in Merchant's Account to cover Buyer's entitlements under this Agreement, Buyer is granted a further security interest in all of Merchant's assets of any kind whatsoever, and such assets shall then become Secured Assets. These security interests and liens will secure all of Buyer's entitlements under this Agreement and any other agreements now existing or later entered into between Merchant, Buyer or an affiliate of Buyer. Buyer is authorized to file any and all notices or filings it deems necessary or appropriate to enforce its entitlements hereunder.

This security interest may be exercised by Buyer without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets. Buyer shall have the right to notify account debtors at any time. Pursuant to Article 9 of the Uniform Commercial Code, as amended from time to time, Buyer has control over and may direct the disposition of the Secured Assets, without further consent of Merchant. Merchant hereby represents and warrants that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, Buyer will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from Buyer written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant and Guarantor(s) agree that this is a contract of recoupment and Buyer is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets.

Nevertheless, Merchant and Guarantor(s) agree not to contest or object to any motion for relief from the automatic stay filed by Buyer. Merchant and Guarantor(s) agree to execute and deliver to Buyer such instruments and documents Buyer may reasonably request to perfect and confirm the lien, security interest and right of setoff set forth in this Agreement. Buyer is authorized to execute all such instruments and documents in Merchant's and Guarantor(s) name.

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Merchant and Guarantor(s) each acknowledge and agree that any security interest granted to Buyer under any other agreement between Merchant or Guarantor(s) and Buyer (the "Cross-Collateral") will secure the obligations hereunder and under the Merchant Agreement. Merchant and Guarantor(s) each agrees to execute any documents or take any action in connection with this Agreement as Buyer deems necessary to perfect or maintain Buyer' first priority security interest in the Collateral and the Additional Collateral, including the execution of any account control agreements. Merchant and Guarantor(s) each hereby authorizes Buyer to file any financing statements deemed necessary by Buyer to perfect or maintain Buyer' security interest. Merchant and Guarantor(s) shall be liable for, and Buyer may charge and collect, all costs and expenses, including but not limited to attorney's fees, which may be incurred by Buyer in protecting, preserving, and enforcing Buyer's security interest and rights.

Negative Pledge. Merchant and Guarantor(s) each agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral or the Additional Collateral, as applicable.

Consent to Enter Premises and Assign Lease. Buyer shall have the right to cure Merchant's default in the payment of rent on the following terms. In the event Merchant is served with papers in an action against Merchant for nonpayment of rent or for summary eviction, Buyer may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that Buyer may enter into an agreement with Merchant's landlord giving Buyer the right: (a) to enter Merchant's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and/or (b) to assign Merchant's lease to another qualified business capable of operating a business comparable to Merchant's at such premises.

Remedies. Upon any Event of Default, Buyer may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any obligations then owing to Buyer, whether by acceleration or otherwise.

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SECURITY AGREEMENT AND GUARANTY

FOR THE MERCHANT (#1) By: Jacob Riley Lucero
(Print Name and Title)


(Signature)


FOR THE MERCHANT (#2) By: Jeremiah Rubin Lucero
(Print Name and Title)


(Signature)

FOR THE OWNER (#1) By: Jacob Riley Lucero
(Print Name)


(Signature)

FOR THE OWNER (#2) By: Jeremiah Rubin Lucero
(Print Name)


(Signature)

FOR THE GUARANTOR (#1) By: Jacob Riley Lucero
(Print Name)


(Signature)

FOR THE GUARANTOR (#2) By: Jeremiah Rubin Lucero
(Print Name)


(Signature)

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GUARANTY OF PERFORMANCE

THE TERMS, DEFINITIONS, CONDITIONS, AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT" INCLUDING THE "TERMS AND CONDITIONS" ARE HEREBY INCORPORATED AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTEE. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AND GUARANTEE OF PERFORMANCE SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

As an additional inducement for Buyer to enter into this Agreement, the undersigned Guarantor(s) hereby provide Buyer with this Guaranty. Guarantor(s) will not be personally liable for any amount due under this Agreement unless Merchant commits an Event of Default pursuant to Paragraph 3.1 of this Agreement. Each Guarantor shall be jointly and severally liable for all amounts owed to Buyer in the Event of Default. Guarantor(s) guarantee Merchant's good faith, truthfulness, and performance of all of the representations, warranties, covenants made by Merchant in this Agreement as each may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due at the time of any breach by Merchant of any representation, warranty, or covenant made by Merchant in the Agreement.

Guarantor Waivers. In the event of a breach of the above, Buyer may seek recovery from Guarantors for Buyer's losses and damages by enforcement of Buyer's rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral or Additional Collateral Buyer may hold pursuant to this Agreement or any other guaranty.

Buyer does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of (i) Merchant's failure to pay timely any amount required under the Merchant Agreement; (ii) any adverse change in Merchant's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations; (iv) Buyer's acceptance of this Agreement; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to Buyer. In addition, Buyer may take any of the following actions, without releasing Guarantor from any of its obligations under this Agreement: (i) renew, extend or otherwise modify the Merchant Agreement or Merchant's other obligations to Buyer; (ii) release Merchant from its obligations to Buyer; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Purchased Amount and Merchant's other obligations to Buyer under the Merchant Agreement and this Agreement are paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Agreement.

Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that Buyer must return any amount paid by Merchant or any other Guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Agreement shall include that amount.

Guarantor Acknowledgment. Guarantor acknowledges that: (i) He/She is bound by the Class Action Waiver provision in the Merchant Agreement Terms and Conditions; (ii) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of their choice or has decided not to avail himself/herself of that opportunity.



Initial



GUARANTY OF PERFORMANCE

FOR THE MERCHANT (#1) By:

Jacob Riley Lucero

Print Name



Signature

SSN#

Driver's License #



FOR THE MERCHANT (#2) By:

Jeremiah Rubin Lucero

Print Name



Signature

SSN#

Driver's License #



FOR THE OWNER (#1) By:

Jacob Riley Lucero

Print Name



Signature

SSN#

Driver's License #



FOR THE OWNER (#2) By:

Jeremiah Rubin Lucero

Print Name



Signature

SSN#

Driver's License #



FOR THE GUARANTOR (#1) By:

Jacob Riley Lucero

Print Name



Signature

SSN#

Driver's License #



**FOR THE GUARANTOR (#2)
By:**

Jeremiah Rubin Lucero

Print Name



Signature

SSN#

Driver's License #



Initial



THE FEE STRUCTURE

A. Underwriting Fee	3,250.00
B. Origination Fee	0.00
C. NSF Fee	\$50
D. Rejected ACH Fee	\$275
E. Bank Change Fee	\$75
F. Blocked Account Fee	\$2,500
G. Default Fee	\$5,000

Miscellaneous Service Fees. Merchant shall pay certain fees for services related to the origination and maintenance of accounts which may include but not be limited to:

- a) Merchant's funding is done electronically to their designated bank account and charged a fee of \$35.00 for a Fed Wire or \$15.00 for an ACH. The fee for underwriting and origination is paid from the funded amount in accordance with the schedule on this page.
- b) Any administrative adjustments associated with changes to the Specified Percentage will incur a fee of \$75.00 per occurrence. All fees are subject to change.

FOR THE MERCHANT (#1) By: Jacob Riley Lucero
Print Name

**Signature**

FOR THE MERCHANT (#2) By: Jeremiah Rubin Lucero
Print Name

**Signature**

Date: 3/6/2023

**Initial**

AUTHORIZATION AGREEMENT FOR ACH CREDITS AND DEBITS**TRANSACTIONS WILL APPEAR ON YOUR BANK STATEMENTS IN NAME OF BUYER**

Buyer: Vista Point Services LLC or Blue Sky Advance Inc

Merchant: Alpha Pro Contracting

Bank Name:

ABA Routing #:

Merchant Account #:

Capitalized terms used in this Authorization Agreement without definition shall have the meanings set forth in the Merchant Agreement. By signing below, Seller attests that the Designated Checking Account was established for business purposes and not primarily for personal, family or household purposes.

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) is part of (and incorporated by reference into) the Merchant Agreement. Merchant should keep a copy of this important legal document for Merchant's records.

ACH DEBITS. By signing below, Seller authorizes Buyer to collect amounts due from Seller under the Merchant Agreement by initiating ACH debits to the Designated Checking Account, as follows:

In the amount of: \$ 787.00

On the Following Days: MONDAY – FRIDAY

If any payment date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. If a payment is rejected by Seller's financial institution for any reason, including without limitation insufficient funds, Seller understands that Buyer may, at its discretion, attempt to process the payment again as permitted under applicable ACH rules. Seller also authorizes Buyer to initiate ACH entries to correct any erroneous payment transaction.

MISCELLANEOUS. Buyer is not responsible for any fees charged by Seller's bank as the result of credits or debits initiated under this Authorization Agreement. The origination of ACH debits and credits to the Designated Checking Account must comply with applicable provisions of state and federal law, and the rules and operating guidelines of NACHA (formerly known as the National Automated Clearing House Association). This Authorization Agreement is to remain in full force and effect until Buyer has received written notification from Merchant at the address set forth below at least 5 banking days prior of its termination to afford Buyer a reasonable opportunity to act on it. The individual signing below on behalf of Merchant certifies that he/she is an authorized signer on the Designate Checking Account. Seller will not dispute any ACH transaction initiated pursuant to this Authorization Agreement, provided the transaction corresponds to the terms of this Authorization Agreement. Merchant requests the financial institution that holds the Designated Checking Account to honor all ACH entries initiated in accordance with this Authorization Agreement.

FOR THE MERCHANT By:

Jacob Riley Lucero

Print Name**Signature****Date:** 3/6/2023

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ADDENDUM TO THE REVENUE PURCHASE AGREEMENT
BUYER'S PRIOR BALANCE REPAYMENT

1. **Possible Conflicts.** If there is any conflict or inconsistency between any of the provisions of this Addendum and any of the provisions of the Revenue Purchase Agreement (the "Agreement") to which this Addendum is attached, all such conflicts and inconsistencies shall be resolved in favor of the provisions of this Addendum.
2. **Definitions.** All capitalized terms used in this Addendum shall have the meaning set forth in the Agreement unless otherwise indicated herein.
3. **Prior Balance.** Merchant represents and warrants that the following amount that Merchant owes Buyer as of the Effective Date of the Agreement is true, correct and complete:

Creditor: Blue Sky Advance Inc ("Buyer")
Prior Contract ID: bsa9/1
Date of Prior Contract: 9/1/22
Amount Owed to Creditor: 44,636.00
4. **Authorization.** Merchant hereby authorizes Buyer to apply a portion of the Purchase Price due to Merchant pursuant to the Agreement toward satisfaction of Merchant's obligation to pay the Prior Balance pursuant to the Agreement by deducting the amount of the Prior Balance from the Purchase Price prior to delivering it to Merchant, and to forward the specific amounts owed by the Merchant to the Buyer.
5. **No Reduction in Purchase Price.** Merchant hereby agrees that deduction of the Prior Balance from the Purchase Price shall not be deemed to reduce the Purchase Price.
6. **Indemnification.** Merchant hereby indemnifies and holds harmless Buyer for any and all damages and losses (including without limitation legal fees and expenses) incurred by Buyer as the result of the information set forth in this Addendum being untrue or incorrect or incomplete.

Merchant and Buyer agree that this Addendum shall be attached to the Agreement and shall be made a part of thereof.

FOR THE MERCHANT (#1) By: Jacob Riley Lucero
Print Name


Signature

FOR THE MERCHANT (#2) By: Jeremiah Rubin Lucero
Print Name


Signature

Date: 3/6/2023

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Audit trail

Title	Alpha Pro Refi Contracts
File name	BSAALPHAPROREFI.pdf
Document ID	ac030acc429a6073d48c0d7ee5dc654a51038dd2
Audit trail date format	MM / DD / YYYY
Status	<div><div></div>Signed</div>

Document History

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