

PURCHASE AND SALE ACREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is emerced into this 29th day of April, 2014 between Cash Cow Capital, LLC, a New York limited liability company, having an address at Pto Box 456 Lawrence, RY 11559 (the "Seller") and Sawings Entermises, Inc doa AT&I Wireless, having an address at 126-07 Liberty Avalue South Richmond Hill AV 11419 (the "Seller") and Anil Singh Daving an address at 10460 Queen Boulevard Forest Hills AV 11372 (the "Geller") and Anil 2V 11372 (the "General Hills AV 11372 (

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to hold the Purchaser harmless from any and all such liabilities. agreement of Sellet with any third party, and the Seller hereby agrees The Hable, for sangualing, house, or either damages under any Section X.X Liability. The Purchaser ton 21 responsible art Ariticist X.X nollogs.

3. STATEMENTS AND REPORTS

purpose of this Agreement and to order, receive and review ordeit reports at any time now or in the future on the Seller, Guaramor(e) and principals. about the Seller, any Cuarantor or any of Seller's other principals for the any references given or any other statements of data obtained from or and any credit reporting agency employed by the Furchaser to investigate Custantor authorizes the Purchaser and its agents and representatives or consumer report may be made. Accordingly, the Seller and each in connection with the execution of this Agreement as investigative Section 3.1 Gredit Reports. The Selict acknowledges and agrees that

Putchased Percentage. provide Seller with a statement reflecting the delivery of the Section 3.2 Monthly Statements. Upon request, the Purchaser shall

4. REPRESENTATIONS, WARRANTIES AND COVERANTS

the of this tast and during the term of this Agreement; Seller and the Guaranton(s) hereby represent, warrant and coverant that

.eban to noitsoilqqeeim written consent of the Purchaser; (vii) not commit fraud or seacre! (A) not rucht suy debt on the business without the express prior any security interest or lieu upon its accounts receivable or other zence (1) days after the end of the applicable month; (v) not grant (vi) deliver to the Purchaser its monthly bank statements within dispose, convey or otherwise transfer any of its Future Receivables; documentation reasonably satisfactory to the Purchaser; (iii) not sell, Purchaser and the purchaser or assignee's assumption of all of the Seller's obligations under this Agreement pursuant to the assets, in each case, without the express prior written consent of the est to notitoq termeseme yas to the to essential est reframme estimated winner nonce of such change; (ii) not sell, dispose, convey or made without giving Purchaser at Jeast ten (10) business days prior accounts from which ACH or electronic check payments are to be name, password or other access or log-in information relating to Section 4.1 Seller's Conduct Seller shall; (i) not change the account

ACM payments. To the extent there is a material change in any of the under Purchaser's "ACH Program" and nitriare such electronic check or agents to determine the amount to be paid to Seller and its affiliates if applicable, all information necessary to permit Purchaser and its information as the Purchaser may request from time to time, including, and its stillistes. The Seller shall furnish the Purchaser with such other in the financial condition, results of operations, or each flows of Seller been no material adverse change in the business or its prospects or the execution of or purerant to this Agreement is and shall be true and provided by or on behalf of the Seller to the Purchaser in connection with Section 4.2 Business information. The information and and other

WHEREAS, the Purchaser is in the business of the purchase of future and outer contract rights fifting merchanis;

WHEREAS, Sellet desires to sell certain secounts to the Purchaser, and the Purchaser desires to purchase certain accounts from the Seller, as set forth.

NOW THEREFORE, for good and valuable spacedenation the receipt and sufficiency of which are hereby acknowledged the parties agree as

PURCHASE AND SALE OF FUTURE RECEIVABLES

Spirohase price ("Purchase Section 1.1 Purchase and Sale. Purchases hereby purchases from the Seller, a percentage, as specified below (tile "Puthased Percentage"), of of gross amongs of monies by customers of the soller, menance payment of monies by customers of the soller, bund the Purchaser has received the amount specified below (the "Putchased Amount") for the received the amount specified below (the "Putchased Amount") for the

Writes") set forth below. Seller hereby sucholases burchases to ACH the Specified Daily Amount (as set forth below) thou Seller's accounts on a daily basis. Furchases will debit the Specified Daily Amount each business day and unon requiring of the Seller's account by either predicting or debling the difference from or back to the Seller's bank account so that the sunount debited for the Seller's bank decount so that the sunount debited print and the sunount debited by the sunount debited print and supplied the sunount debited by the sunount

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3. ACH PAYMENTS

Section 2.1 If Porchascer agrees to purchase recepte of Seller pursuant to Purchaser's "ACH Program", Seller surfortses Purchaser and its agents to initiate electronic check or ACH as acceived an amount specified Daily Amount until the Purchaser will depit the Specified Daily Amount each businessed Amount. Purchaser will depit the Specified Daily Amount each businessed asy and upon recept blibe Seller's monthly between the large of the Specified Daily Amount cebines and the seller's mount debited per month equals the Purchased Percentage. Seller in an account to the Seller's park as the secount so that it is responsible for enaming that the Specified Daily and responsible for an even of the seller in the secount and will be bed by Purchaser remains in the secount and will be thought responsible for an even of default. Fundaser resulting from Purchaser for an even and village and responsible for an even of default. Fundaser from Purchaser for an even of default. Amount from Purchaser for an even of default. The angular purchaser for an even and them Purchaser for any overdrafts or rejected transactions that may result from Purchaser for any overdrafts or rejected transactions that may result from Purchaser for any overdrafts or rejected transactions that may result from Purchaser.



Future Receivables.

information provided by the Seller of the Purchaser, Seller shall

Secritors of # Beliance on Information, The [Secritors of F. b. activated provided by the Sellet has been sell and other) provided by the Sellet has been sell the activation of the Purchaser in connection with the decision of the Sellet.

Section 4.4 Governmental Approvals, 2010 Sellen possesses and is in a Consently and other companies with all permits, licenses, approvals, consently and other compliance with any and all applicable federal state and local laws and compliance with any and all applicable federal state and local laws and compliance with any and all applicable federal state and to conduct the complete complete federal state and to conduct the complete complete federal state and to conduct the complete complete federal state and to conduct the conduct the

Section 4.5 Authorization. The Seller, and the person(s) signing this Agreement on behalf of Seller, have fully hower and authority to enter into and perform the obligations under this Agreement, all of which have been duly authorized by all necessary and proper action.

Section 4.6 Legally Binding. This Agreement has been duly executed and delivered by Seller and constitutes. A tegal, while and binding obligation of Seller enforceable against Seller in accordance with its remission of Seller enforceance may be imited by applicable terms, except as such enforceance may be imited by applicable buildenpicy, insolvency, reorganization, mentioning the rights of ordinary senerally and by general principles of affecting the rights of ordinary generally and by general principles of equity.

Section 4.7 No Violation. Neither the execution and the delivery of this high section 4.7 No Violation. Neither the execution and the delivery of this statutes, not the consummation of the impressions confermed with: (1) violate any federal, state local or toreign laws, regularements applicable to the Seller or its burners, or timile, centificates or regular under result in a breach of, constitute a deliant under result in the acceleration of, create in any party the right to accelerate, femaner, modify, or cancel, internation of other transferment to which it Seller as party or by which it internation of other transferment to which Seller as party or by which it internation of any notice under any agreement contact, lease, lease, lease, lease, lease, lease, internation of any notice to make any affection. Or then the thing the object of the modernation of any secundary interest or then of any long any of its assent any accordance. Seller does not approve the seller of the fermion of any secundary interest, or approve the seller of any time party or any governmental authorization, content, or approve of any time with a seller or the seller of the fermion of the seller or the content of the obtain any authorization, court, department or other instrumentally interest. In the seller of the seller of the seller or other instrumentally thereof, in order for the seller or other instrumentally and the seller or other instrumentally or any governmentally and or other instrumentally or any governmentally or seller or other instrumentally or other instrumentally or seller or other instrumentally or other seller or other or other instrumentally or other seller or other or oth

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Section 4.9 Chonge of Name, Location, etc. The Seller will not section 4.9 Chonge of Wame, Location, considering the legal name, with not change its legal name, entity type or state of formation, unless it has provided the Purchaser with not less man thirty (30) days prior with not less than thirty (30) days prior with not less than thirty (30) days prior its provided the Purchaser with free motive and information with the purchaser with free thereof and information transmission.

Section 4.10 Conduct of Buriners. Seller shall continue to conduct its business consistent with past practice. Seller has no present intention of closing its business or censing to operate its business, either permanently or temporarily.

Section of the Purchaset as of the date of the photon. The Seller is not

Section 4.12 Solvency. As of the date hereof Sellet is solvent, and is not contempating bankrupicy or insolvency proceeding.

the then outstanding balance of the Purchased Amount shall be increased under the Purchased Amount is the subject of a chargeback for any reason, s consumer transaction. In the event any amounts paid to Purchaser nor neither this Agreement not any guarantee thereof shall be constitled as as a "consumer" with respect to this Agreement and underlying usneaction Purchaser and Guarantons hereto acknowledge and agree that neither party owned by the Seller free and clear of all encumbrances. Seller, Purchaser which becomes an acrual receivable hereunder shall be Chalomer or vendor Fach Fabric Boseinsble parchaeed by the Purchaser hereunder represents a bona fide sale by the Seller to Purchaser to the Seller. Each Future Receivable purchased by the is not intended to be, not shall it be construed as, a loan from the purchase of the Purchased Amount, is absolute and irrevocable and exchange for the Furchased Amount of Future Receivables is a at the Function and agree that the Purchase Price paid by the thirehaser in Section 5.1 Sale of Receivables. The Seller, Guarantor and the Purchaser

Section 5.2 Collection of Receivables. As provided herein, the Purchased Perceitage of each Furne Receivable due to the Sciller shall be collected by Purchaser from electronic cheek or ACH payments initiated by Purchaser from electronic cheek or ACH payments initiated by Purchaser or its agents. Seller hereby grants permission to Purchaser to pay any amount owing to it heremder by ACH from the account into pay any amount owing to it heremder by ACH from the account into my interest or its agents. Seller perceived by ACH authorization form atsoched hereto.

ph the amount of such chargeback and shall be paid to Purchaser from

Section 5.3 Terms of Agreement. This Agreement shall be in full force and effect until Furchaser has received the full amount of the Purchased Amount.

Section 5.4 Kemedies, in the event of (a) any breach or inaccuracy of any representation or warranty made by Sellet in this Agreement or in any representation or warranty made by Sellet in this Agreement in any extrificate or other document definition the performence by Sellet pursuant hereto, or (b) any breach or definition the performence by Sellet of sany coveram or agreement contained by or on behalf of Sellet pursuant hereto cheer document delivered by or on behalf of Sellet pursuant hereto (any of the foregoing, a "Bleach"), the Furchaser satisfied to all remedies available at law. In such a case, without limitation, Purchaser may recover, as damages from Sellet, without limitation, Purchaser may recover, as damages from Sellet, without limitation, Purchaser may recover, as damages from Sellet, without limitation, Purchaser may recover, as damages from Sellet, period by Purchaser from the Purchased Amount less the smooth section of the Purchaser from the Purchased Amount less the subout sellet hereby authorities of the Purchaser Purchase Price payable at any time hereunder. In Sellet Durchaser shall have all rights and temedies provided under the UCC.

Section 5.5 No Right to Repurchase. The Seller acknowledges that its former of Future Receivables from the Furthaset.

of Seller. If Seller is not publicly held, Purchaser, or its agents, may all documentation supporting employee bonds and insurance policies recent annual reports, tax returns for the previous three (3) years and limitation, a review of Seller's current financial statements, it's most business bours. The financial examination may include, without reasonable prior notice to the Seller and only during reasonable business is conducted as represented by Seller at all sites where it ousite examination may include, without limitation, verifications that in all jurisdictions where business functions have been conducted. Any amornigue, a geneies; and a search for bankrupicies, liens or judgments coverage; verification of good business practices through the and/or governments filings of Seller; verification of insurance years; verification of the status of the licenses, permits, authorizations include without limitation, address verifications for up to ten (10) pseckstomed, onsite and dinancial examinations of Seller, which may Section 5.6 Due Diligence. Seller authopixes Funchaser to conduct

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Section 6.2 Successors and Assigns. All covenants and agreements or any documents or behalf of Seller contained in this Agreement or any documents or behalf of Seller's successors and sellivated in connection herewith shall bind Seller's successors and satisfies and the input to the benefit of Purchaser and its successors and sessigns. Seller shall not, however, have the right to assign Seller its integer under this Agreement or any interest therein, without the prior rights under this Agreement or any interest therein, without the prior rights and seller in Seller in the prior statement of the prior rights and seller in the prior of the right of the prior rights.

Section 6.3 Waiver, Remedies, No failute on the part of the Purchaser to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any night under this Agreement preclude any other or further exercise of any other right. The temedies provided by law or are cumulative and not exclusive of any temedies provided by law or are cumulative and not exclusive of any temedies provided by law or exclusive and all rights provided for in this Agreement, exercising any and all rights provided for in this Agreement.

Section 6.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller, the Purchaser and their respective successors and assigns, except that Seller shall not have the right to easing in its right hereunder or any interest herein without the protov writen consent of the Purchaser, which consent may be withheld in the Purchaser, which consent of the right to assign Funchaser's sole discretion. The Purchaser reserves the right to assign this Agreement with or without prior police to Seller.

Section 6.5 Notices. All notices, requests, demands, claims, and other communications bereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be one (1) business day after being sent to the recipient by recognized one (1) business day after being sent to the recipient by recognized one conjugates as after being sent to the recipient by recognized one wastled to the recipient by certified, return receipt requested and mailed to the recipient by certified, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth in the preamble to this Agreement.

that Seller may have against Purchaser. may enforce its interests intespective of any personal claims or defenses Selber further agrees that the purchaser of any such participation interests or insolvency of any holder of any interest in the Purchased Amount. enforce Seller's obligation under this Agreement invespective of the failure unconditionally agrees that either Purchaser or such purchaser may Purchaser or against any purchaser of such a participation interest and rights of office or counterclaim that it may have now or later against -Basestaing the calc of own participations as extra feeling solution of the all the rights granted under the participation agreement or agreements absolute owners of such interests in the Purchase Amount and will have purchasers of any such participation interests will be considered as the repurchase of such participation interests. Seller also agrees that the all notices of sale of participation interests, as well as all notices of any mely have with respect to such maners. Selber additionally waives any and Purchased Amount, and Seller hereby waives any rights to privacy Seller Purchaser may have about Seller or about other matter relating to the purchasers, or potential purchasers, any information or knowledge brovide, without any limitation whatsoever, to anyone or more purchasers, whether related or unrelated to Purchaser. Purchaser may participation interests in the Purchased Amount to one or more Purchaser's sale or manafer, whether now or later, of one or more Section 6.6 Consent to Participation, Seller agrees and consents to

Section 6.7 UCC Financing Stotements; Further Assurances: Seller between sufficient site of the Purchased Amount of Further Receivables evidencing the saic of the Purchased Amount of Future Receivables becomes the saic of the Purchased Amount of Future Receivables evidencing the saic of the Purchased Amount of Future Receivables evidencing the saic of the Purchased price to antender, and say the property of the Purchase Purchased Pu

conduct background and financial examinations of all principals conduct background and financial examinations of scaled for examinations are percent (10%) or more of Scaled for an examination, a review of information regarding criminal history for all jurisdictions where the principal has resided and becautiony for all jurisdictions for all incitation a stational financial for all information may also include, without infinition a review of the credit standing of the principal, and a search for review of the credit standing of the principal has benchmarked in the principal has been employed. The review may also include a review of the order of personal tax returns.

Section 5.7 Grown of Security Interest. 10 secure the performance of Security interest in (i) all of Seller's Accounts, Chantel Paper, Goods, Inventory, Equipment, Instruments, Reserves, Accounts, Instruments, Denements, Reserves, Accounts, Instruments, General Insnephles, are the terms are defined in the Uniform Comments, General Insnephles, as terein defined, (iii) all Future Receivables, as terein defined, (iii) all Future Receivables, as terein defined, (iii) all Future Receivables, as terein defined, (iii) all Puture Receivables, as terein defined, (iii) all proceeds thereof. Purchaser shall have all retrot authorities and proceeds thereof. Purchaser shall have all retrot authorities for included to a secured credit in the centificate of interior instruments, as and continuation scatements and other instruments, as the function of the purchaser of the accounty interests and other instruments, as the Percentage and continuation scatements and other instruments, as the Percentage for the record in the Porchased of the Purchased Petron necessary or desirable to effect protects and to change the parties interest necessary of desirable to effect a final sale to change the parties interest under this Agradment to effect a final sale to change the parties interest under this Agradment to effect a final sale to change the parties. International in this Section 4.7 stall be construed of the Purchased Petroniage as opposed to a secured barnet of tensasetion.

Section 5.8 Sale of Additional Poots of Funds Accircibles, Schedules; Sight of First Refused. In the event that Sellca vieles to sell and Purchaser to sell and Purchaser to Sellca viels and Purchaser to Sellca viels and Secretary Agreement, which Receivables, this Agreement shall serve as a Wheever Agreement which sell shall seem as additional government and conditional governments are sential sections and sellca sellca such a service shall execute additional pool of Furure Receivables, Inchesse Price, Purchased Percentage and Purchaser Endedules service for the termis listed on such sechedule shall take effect no upon Purchaser receipt of the complete schedule shall take effect no upon Receivables to by the parties in Purchased Amount berein or upon a date agreed to by the parties in Purchased Amount berein or upon a date agreed to by the parties in Purchased Amount berein or upon a date agreed to by the parties in Purchase in the complete shall take effect on such sential solutions and conditions of this Agreement otherwise fully burchaser the opion of first refusal to purchase and such additional pools of receivables, purchaser additional pools of the purchase and acciditional pools of further acciditional pools of the acciditional

Section 5.9 Collection of Funne Recentables, ACH Authorization; Percentage of the Funne Recentable to the Purchased Percentage of the Funne Receivable based on the total Daily Batch Amount furnished to Funnes Receivable based to the parts of the stateshed ACH Amount bruished to Function Ference Receivables and the form and the funnes of the stateshed ACH authorization Sellet introocably suithorization for the form of the funnes of the stateshed to furnish the Agreement by initiating via a the funnestion of funnestion of funnestions funders and functions funders of funnestions funders of funnestions funders funders

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WITH THEIR ATTORNEY:

CONVECTIONS OF WHICH THIS AGREEMENT IS A PART OF WITH THE EUFONCEMENT HEREOF, EXCEPT WHERE SUCH WALVER IS PROHIBITED BY LAW OR DEEMED BY A COUNT HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER UP IN BROWINGLY, WILLINGLY AND VOLUNTARILY AND HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER OF LAW 10 BE ACKNOWLEDGE THAT EACH MAKES THIS WAIVER OF LAW 100 BE ACKNOWLEDGE THAT EACH MAKES THIS WAIVER OF LAW 100 BE ACKNOWLEDGE THAT EACH MAKES THIS WAIVER OF LAW 100 BE ACKNOWLEDGE THAT AND ONLY AND WITH THE ENFORCE OF THE PART OF THE WAITH OR IN AND WALVER THE THE WAITH OF THE WAITH OF THE WAITH OF THE WAITH OF THE WAITH OR THE WAITH OF T

IN WITNESS WHEREOF, the undersigned have executed this Agricement as of the date set short above.

CUNNAMINA II.
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Agail SinA :small beininf
Merchant: Sawhatev Enterprises, Ing. DBA Arkar Wireless
ЗЕГГЕН :
Title:
элиса Матте:
By: (Authorized signature)
CASH COW CAPITAL, LLC

the sale of the receivables of the Selter is included to be a sale and not an assistance in security and shall state that the Selter is probabiled from an assistance for security and shall state that the Selter is probabiled from procuring any debt, transferring from receivables to any other person, or assets until Purchaser has received all amounts due under this assets until Purchaser has received all amounts due under this promptly execute and deliver all instruments and delorer all instruments and delorer all instruments and deocuments, and promptly execute and deliver all instruments and deocuments, and purchaser may request, in order to perfect apayate Selter and all third purchaser may request, in order to perfect apayate Selter and all third purchaser to except a necessary or appropriate, or that take all further action, that may be necessary or appropriate, or that is each after the sale of the Purchased Amount of Punch as ded all third burchaser to except a control or punch reinfants. The remedies the sale of the Purchaser to except and endors its regime of the further seconds of the purchaser for the endors is associated with the fitting of any to control and the fitting them to control and the fitting them to control and the fitting

Section 6.8 Governing Low. This Agreement that the governed by and construed in accordance with the laws of the Sate of Mew York. Sellet consents to the jurisdiction of the frecial and state courts to the jurisdiction of the subject marked in the State of Mew York and County of Kings and agrees that such courts shall be the exchange found for all actions, proceedings or litigation arising out of other double courts may need to the county of subject market therefore, norwithstanding the other county may have jurisdiction over the parties and the subject maker therefore of this process by certified mail to Seller's address insect on the face of this process. Agreement or such other address that Seller may provide Purchasert in Agreement or such other address that Seller may provide Purchasert in Agreement or such other address that Seller may provide Purchasert in Agreement or such other address that Seller may provide Purchasert in Agreement or such other address that Seller may provide Purchasert in Agreement or such other address that Seller may provide Purchasert in Agreement or such other address that Seller may provide Purchasert in the such other such other address that Seller may provide Purchasert in the such of the

Section 6.9 Indemnified Amounts. In the event of a Bresch, Seller and Custantor shall assume liability for say do hereby agree to indemnify, protect, save and keep harmlees in the hereby agrees, and servains, from and agriner any and all limbilities, claims, losses, and servains, from and agriner any such carrains, from and agriner any such carrains, from and agriners on the second applications, damages, penalties, actions and carrains from the any way relating to or growing our its agrees and servains, in any way relating to or growing our first agrees and servains, in any way relating to or growing our list agrees and servains. In any unal court of such of second control of the payment of all costs and expenses of every lond in the carrainstance, including, including, any education of the carrainstance, including alternory frees and epopulation of mediation, or any educations or consultations in interest at the highest rate of interest allower to consoliations in increes, any discussed to consoliations in increes, any discussed to consoliations in the highest rate of interest allower to sponication land.

Section 6.10 Costs and Expenses. Purchases shall be entitled to recover from the Seller all reasonable costs and attempty. See associated with and/or resulting from the enforcement of its nights and transdicts under this Agreement or its taw. Any payments under foregoing costs and expenses, as well as interested at the foregoing costs and expenses, as well as interest at the foregoing costs and expenses, as well as interest at the foregoing costs and expenses.

Section 6.11 Survival of Representations and section and strong s

Section 6.12 Entire Agreement This Agreement, together with any addends or riders hereto, contains the entire agreement and understanding to the subject and the furthers of the subject matter prior agreements and understandings resulting to the subject matter prior agreements and understandings resulting to the subject matter prior agreements and understandings resulting to the subject matter.

Section 6.13 July Trial Wolver, THE PARITES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN MAY SUIT, ACTION OR PROCEEDING ON ANY MATTER ASSESSMENCE OUT OF OR IN

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shall be considered unpaid for the purpose of the enforcement of this bandruptey law or law for the relief of debtors, the Indemnified Amount insice in bankrupicy or to any similar person under any federal or state thereafter Buyer is forced to remit the amount of that payment to \$e}lers or otherwise, or by any third party, on the Indemnified Amount and Indemnified Amount. If payment is made by Seller, whether voluntarily $\mathbf{g}_{j,k}$ ed to Eustaucotz at Jaw of its equity offer than actual dayment of the not beared by any applicable stanue of limitations; or (F) any defenses against Guaramot is commenced, there is outstanding amounts which is statute of limitations, if at any time any action or suit brought by Buyer the basis of unjustified impairment of any collateral therefore; (E) any whatsoever, other than payment in full in legal tender, of the indemnified Amount on any ing in the indemnified Amount on person, or by reason of the cessation of Seller's liability from any cause qualifying, or discharging any payment required hereunder; (C) any disability or other defense of Seller, of any other guarantor, or of any other any loss of rights Greenmor may suffer by reason of any law limiting, proceed against Seller for reimbursement, including without limitation,

contained therein. modification renewed of the Agreement of any terms or conditions This Gusnantee shall remain in full force and effect notwithstanding any

IN WITNESS WHEREOF, the undersigned has executed this

PIOS lingA to vsb 402 to se viasters bas notisementa

Richmond Hill, NY 11419

Fax: 347-494-5093

:tyettra

CUARANTOR 2:

Phone: 218-322-3953

Address: 126-07 Libetty Ayenne South

Merchant: Sawhney Enterprises Inc DBA AT&T Wireless

*HETTES

ho order to induce Purchaser to eater into the Agreement, the understant and principal(z) of Seller hereby personally represent, variant and principal(z) of Seller hereby personally represent, variant and coverant to Purchaser that; (i) all information content by this experiment is true, correct and complete, and (ii) Seller aball not breach, agreement is true, correct and complete, and (ii) Seller aball not breach, or do sny of the eater prohibited by, section 4.1 of the Agreement is true, correct and complete, and (ii) Seller aball may of the eater prohibited by, section 4.1 of the Agreement, which in Sections 4 and 5.1 of the Agreement, which is sections of the Agreement, as provided in Section 6.9 of the fermination of the Agreement as provided in Section 6.9 of the fermination of the Agreement.

All capitalized terms not defined in this Cotamaty, shall have the incoming according to such term in the care in Purobase and Sale Agreement (the "Agreement"), dated on or apput the date before between "Purobaser") and Eastmern Entermises. In DEA ATATA Wireless (the "Purobaser") and Eastmery Entermises.

AFFIRMATIONS AND CUMMANTEE

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Chaisantor further guarantees the payment of the continuing, irrevocable, indemnified Amounts. This guarantee shall be the Continuing, irrevocable, unconditional and jour and several obligations of the Charantors, and characters and journal and solvers of continuing the continuing and all requirements of notice, defense, of sages are scope of the any other act or omission of Purchaser which of sages are scope of the any other act or omission of Purchaser when the continuing any proceed discouly against the Charantors further agreement any proceed directly against the Charantors without furt proceeding against the Charantors without further agreements.

directly against the Guazantors without that proceeding against Seller.

This Attimistion and Guazantee shall be governed and concretely according to the laws of the State of Meo York All actions, proceedings to the laws of the State of Meo York All actions, or underlying agreement shall be instituted and proceeding the reservance of the paries are discussed in the state of Mew York and county of Kings servance of the count of the federal of state counts that the federal of state counts of the federal of state counts of Mew York and county of Kings. Service of process by certified main to Guarantors may provide furthered in the state of Mew York and county of Kings. Service of process by certified mail to Guarantors may provide furthered in the state of Mew York and county of the federal of such other times will be sufficient for jurisdictional purposes. Guarantee forms will be autising from or in any way relating to the categories, proceeding of intigation arising from or in any way relating to the categories, proceeding to this gain or an any way relating to the categories permitted by applicable law any negation of the categories are provided by applicable law and provide distinct of the categories are provided by applicable law and provide distinct of the categories are provided by applicable law and private and may general against on the assigns as part of a class action, private and may general action or other representative action.

action or other representative action.

Guarantors grant continued authority to Purpheses and ils agents and representatives and any oredit reporting agency employed by Purchaser to obtain Guarantors' credit report and/or other investigate any references given or any other statements or data to investigate any references given or any other statements or data obtained from or about Guarantors or Seller by any of Seller's principals for the purpose of this guaranter, the Agreement or renewal thereof.

Guarantors also waive any and all rights of deterses based on surety ship or impairment of collateral including, but the immited to, any rights or defenses arising by reason of (A) any "one acripa" or "ani-deficiency" law or any other law which may prevent forceases from bringing any section, including a claim for deficiency against Guarantors, before or after any action, either judicially or by exercise of a power of sale; (B) any election, of remedies by Furchaser which desurous or otherwise any election of remedies by Furchaser which desurous or otherwise adversely affects Guarantor's subregation rights to Guarantor's rights to

Seller ACH Authorization Form

Seller Manner

Sciller Address: Scientiff, NY 11419

City, State, and Zip: Richmond 1111, NY 11419

The Merohant identified above ("Purchaser") pas sold certain of its accounts and receivables to Cash Cow Capital, LLC ("Purchaser") pursuant to a Furchase and Sale of Future Receivables Agreement, dated April 29th, 2014 (the "Agreement").

Purchaser is requesting the flexibility to receive payments from and make credits to the Seller pursuant to the Agreement through the Automated Clearing House (ACH) Network and/or Federal Reserve Wire System. Seller hereby agrees to grant such flexibility.

Therefore, Seller hereby (1) such parks of the Purchaser to take respondent for seconds, if necessary, credits of debits to the account of the Seller as per the Agreement, (2) certifies that it has selected the following financial institution to permit such debits or credits on its behalf, and (3) directs that all such electronic funds the made as movided below:

<u>.</u>

Receiving Financial Institution:

изть ЛРМогgan Chase Bank

Address

City.

State, Zip

Routing and Transit Number

Seller Account Vame Sawhney Enlemprises, Inc

Seller Account Number

Seller Account qualifier (please dirigle bae):

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Direct deposit (OR)

Seller will give thirty (30) days advance, written notice to Purchaser of changes in financial institution or other payment into instructions. This authorization will remain in full force and effect in respect of the above account and any account into which Seller receives or otherwise things until Purchaser has received written notification from Seller.

Sawhucy Emeronises and Die AT&T Wireless

Name of Seller:

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Printed Name:

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State (stim)

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This authorization shall remain in effect until the sooner of (a) such time that CCC has received a total of \$3,795.00 under the Purchase Agreement, or (b) CCC has delivered to the authorization on Party written revocation of this authorization. The individual signing this authorization on the financial institution account identified below, that he or she is authorized to enter into this authorization on behalf of the Merchant, and that Merchant will be bound by all of the terms of this authorization. Merchant further agrees that a breach of this authorization will constitute a "Breach" of the Purchase agreement.

Routing Number:

Account Number:

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Account Name: Sawhney Enterprises the

Bank Name: 1PMorgan Chase Bank

Checking X Savings_

Merchants Legal Name Sawkey Enterprises Inc

Signature Anil Singh

Date: April 29th, 2014

\$ Pease Provide the Business Voided Check**



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SECUTOR SATISAS ONISAON WE ANSEL

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This is a standard Bank Charge, Powerline does not profit from these proceeds, (I/we) do hereby authorise

(Checking Account/Savings Account) in the amount of \$227 (Two Hundred and Twenty-Seven Dollars) as indicated and mamed on the attached volden check as the depository financial institution for the amount listed and and named on the attached volden check as the depository financial institution for the amount listed and from the attached volden check as the depository financial institution for the amount listed and from the attached volden check as the depository financial institution for the amount listed and from the attached volden check as the depository financial institution for the company. If any such debit(s) should be returned NSF, (I/we) authorize the COMPANY to collect such debit(s) by electronic debit/ACH and subsequently collect a returned debit (I/we) authorized check signer on the financial institution account named on the attached voided check, and an aduly authorized check signer on the financial institution account named on the attached voided check, and authorize all of the above as evidenced by my signature below.

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.ε	Discount		(00 ⁻ 05T\$)
.s	Bank Origination Fee	969	00.7252\$
τ.	Closing cost		Waived as per Dan Cruz 4/29/2014

Legal Name: Sawhney Enterplises, INC

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Owner(s) Signature:

:A80

Date: April 29, 2014