

CASH COW CAPITAL LLC PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this 29th day of April, 2014 between Cash Cow Capital, LLC, a New York limited liability company, having an address at PO Box 456 Lawrence, NY 11559 (the "Purchaser") and Savinny Enterprises, Inc. dba AT&T Wireless, having an address at 126-07 Liberty Avenue, Suite 200, Richmond Hill, NY 11419 (the "Seller") and Anil Singh, having an address at 10460 Quince Boulevard Forest Hills, NY 11375 (the "Guarantors").

WITNESSETH

Section 2.2 *Liability*. The Purchaser is not responsible and shall not be liable for any claims, damages, losses or other liabilities arising from or out of this Agreement, and the Seller hereby agrees to hold the Purchaser harmless from any and all such liabilities.

3. STATEMENTS AND REPORTS

Section 3.1 *Credit Reports*. The Seller acknowledges and agrees that in connection with the execution of this Agreement an investigative or consumer report may be made. Accordingly, the Seller and each Guarantor authorizes the Purchaser and its agents and representatives about the Seller, any Guarantor or any of Seller's other principals for the purpose of this Agreement and to order, receive and review credit reports at any time now or in the future on the Seller, Guarantors) and principals. Section 3.2 *Monthly Statements*. Upon request, the Purchaser shall provide Seller with a statement reflecting the delivery of the Purchased Percentage.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller and the Guarantors) hereby represent, warrant and covenant that as of the date and during the term of this Agreement:

Section 4.1 *Seller's Conduct*. Seller shall: (i) not change the account name, password or other access or login information relating to accounts from which ACH or electronic check payments are to be made without giving Purchaser at least ten (10) business days prior written notice of such change; (ii) not sell, dispose, convey or otherwise transfer its business or all or any substantial portion of its assets, in each case, without the express prior written consent of the Purchaser and the purchaser or assignee's assumption of all of the Seller's obligations under this Agreement pursuant to the documentation reasonably satisfactory to the Purchaser; (iii) not sell, dispose, convey or otherwise transfer any of its Future Receivables; (iv) deliver to the Purchaser its monthly bank statements within seven (7) days after the end of the applicable month; (v) not grant any security interest or lien upon its accounts receivable or other assets; (vi) not incur any debt on the business without the express prior written consent of the Purchaser; (vii) not commit fraud or misapplication of funds.

Section 4.2 *Business Information*. The information (financial and other) provided by or on behalf of the Seller to the Purchaser in connection with the execution of or pursuant to this Agreement is and shall be true and correct in all material respects and since the date of the Seller's last update to the Seller's bank account so that the difference from or back to the Seller's bank account is equal to the Purchased Amount. Purchaser will debit the Specified Daily Amount each business day and upon receipt of the Seller's monthly bank statements will reconcile the Seller's bank account by either crediting or debiting the difference from or back to the Seller's bank account so that the difference from or back to the Seller's bank account is equal to the Purchased Amount. Purchaser will debit the Specified Daily Amount each business day and upon receipt of the Seller's monthly bank statements will reconcile the Seller's bank account by either crediting or debiting the difference from or back to the Seller's bank account so that the difference from or back to the Seller's bank account is equal to the Purchased Amount. Purchaser will debit the Specified Daily Amount each business day and upon receipt of the Seller's monthly bank statements will reconcile the Seller's bank account by either crediting or debiting the difference from or back to the Seller's bank account so that the difference from or back to the Seller's bank account is equal to the Purchased Amount.

WHEREAS, the Purchaser is in the business of the purchase of future accounts, receivables and other contract rights, from merchants;

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

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

1. PURCHASE AND SALE OF FUTURE RECEIVABLES

Section 1.1 *Purchase and Sale*. Purchaser hereby purchases from the Seller, a percentage, as specified below (the "Purchased Percentage"), of each future account and contract right arising from, or relating to, payment of gross amounts of monies by customers of the Seller, insurance payers or other third payers (the "Future Receivables") until the Purchaser has received the amount specified below (the "Purchased Amount") for the purchase price ("Purchase price") set forth below. Seller hereby authorizes Purchaser to ACH the Specified Daily Amount (as set forth below) from Seller's accounts on a daily basis. Purchaser will debit the Specified Daily Amount each business day and upon receipt of the Seller's monthly bank statements will reconcile the Seller's account by either crediting or debiting the difference from or back to the Seller's bank account so that the amount debited per month equals the Purchased Percentage.

Purchase Price: \$2,750.00

Purchased Percentage: 15%

Purchased Amount: \$3,795.00

Specified Daily Amount: \$59.00

2. ACH PAYMENTS

Section 2.1 *ACH Payments*. If Purchaser agrees to purchase receipts of Seller pursuant to Purchaser's "ACH Program", Seller authorizes Purchaser and its agents to initiate electronic check or ACH payments equal to the Specified Daily Amount until the Purchaser has received an amount equal to the Purchased Amount. Purchaser will debit the Specified Daily Amount each business day and upon receipt of the Seller's monthly bank statements will reconcile the Seller's bank account by either crediting or debiting the difference from or back to the Seller's bank account so that the amount debited per month equals the Purchased Percentage. Seller understands that it is responsible for ensuring that the Specified Daily Amount to be debited by Purchaser remains in the account and will be held responsible for any fees incurred by Purchaser resulting from a rejected ACH attempt or an event of default. Purchaser is not responsible for any overdrafts or rejected transactions that may result from Purchaser ACH debiting the specified amounts under the terms of this Agreement.

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information provided by the Seller to the Purchaser, Seller shall immediately notify Purchaser of such change.

Section 4.4 Balance on Information. The Seller acknowledges that the information (financial and other) provided by the Seller has been relied upon by the Purchaser in connection with its decision to purchase the Future Receivables of the Seller.

Section 4.5 Governmental Approvals. The Seller possesses and is in compliance with all permits, licenses, approvals, consents and other authorizations necessary to conduct its business. The Seller is in compliance with any and all applicable federal, state and local laws and regulations. The Seller possesses all requisite permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged.

Section 4.6 Authorization. The Seller, and the person(s) signing this Agreement on behalf of Seller, have fully power 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 4.7 Legally Binding. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity.

Section 4.8 No Violation. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated by the Agreement will (i) violate any federal, state, local or foreign laws, regulations, ordinances, permits, certificates or requirements applicable to the Seller or its business; or (ii) conflict with, result in a breach of, constitute a default under, or result in the acceleration, of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, license, lease, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets and subject (or result in the imposition of any security interest or lien of any kind upon any of its assets, other than as granted to the Purchaser hereunder). Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any third party or any governmental agency, authority, court, department or other institutionality thereof, in order for the parties to consummate the transactions contemplated by this Agreement.

Section 4.9 Insurance. The Seller shall maintain insurance in such amounts and against such risks as are usual in the industry practice and shall show proof of such insurance upon request. The Seller will not

Section 4.10 Change of Name, Location, Etc. The Seller will not

Section 4.11 Seller Not Indebted to Purchaser. The Seller is not a debtor of the Purchaser as of the date of this Agreement.

Section 4.12 Solvency. As of the date hereof, Seller is solvent, and is not contemplating bankruptcy or insolvency proceeding.

5. ADDITIONAL TERMS

Section 5.1 Sale of Receivables. The Seller, Guarantor and the Purchaser acknowledge and agree that the Purchase Price paid by the Purchaser in exchange for the Purchased Amount of Future Receivables is a purchase of the Purchased Amount, is absolute and irrevocable and is not intended to be, nor shall it be construed as, a loan from the Purchaser to the Seller. Each Future Receivable purchased by the Purchaser represents a bona fide sale by the Seller to the Purchaser or vendor. Each Future Receivable purchased by the Seller, owned by the Seller free and clear of all encumbrances. Seller, Purchaser and Guarantors hereto acknowledge and agree that neither party is a "consumer" with respect to this Agreement and underlying transaction nor neither this Agreement nor any guarantee thereof shall be construed as a consumer transaction. In the event any amounts paid to Purchaser under the Purchased Amount is the subject of a chargeback for any reason, the then outstanding balance of the Purchased Amount shall be increased by the amount of such chargeback and shall be paid to Purchaser from Future Receivables.

Section 5.2 Collection of Receivables. As provided herein, the Purchased Percentage of each Future Receivable due to the Seller shall be collected by Purchaser from electronic check or ACH payments initiated by Purchaser or its agents. Seller hereby grants permission to Purchaser to pay any amount owing to it hereunder by ACH from the account into which its receivables are deposited and pursuant to the ACH authorization form attached hereto.

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

Section 5.4 Remedies. In the event of (a) any breach or inaccuracy of any representation or warranty made by Seller in this Agreement or in any certificate or other document delivered by or on behalf of Seller pursuant hereto, or (b) any breach or default in the performance by Seller in any certificate or other document delivered by or on behalf of Seller, the Purchaser shall be entitled to all remedies available at law. In such a case, without limitation, Purchaser may recover, as damages from Seller, an amount equivalent to the Purchased Amount less the amount received by Purchaser from the Purchased Percentage. Seller hereby authorizes Purchaser to ACH from the Seller's bank account all or any portion of the Purchase Price payable at any time hereunder. In addition Purchaser shall have all rights and remedies provided under the UCC.

Section 5.5 No Right to Repurchase. The Seller acknowledges that it has no right to repurchase the Purchased Amount of Future Receivables from the Purchaser.

Section 5.6 Due Diligence. Seller authorizes Purchaser to conduct appropriate background, onsite and financial examinations of Seller, which may include without limitation, address verifications for up to ten (10) years; verification of the status of the licenses, permits, authorizations and/or governmental filings of Seller; verification of insurance coverage; verification of good business practices through the appropriate agencies; and a search for bankruptcies, verifications that business is conducted as represented by Seller at all sites where it conducts business. This examination shall be conducted upon reasonable prior notice to the Seller and only during reasonable business hours. The financial examination may include, without limitation, a review of Seller's current financial statements, its most recent annual reports, tax returns for the previous three (3) years and all documentation supporting employee bonds and insurance policies of Seller. If Seller is not publicly held, Purchaser, or its agents, may

CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OF THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. 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 ATTORNEY.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

CASH COW CAPITAL, LLC

By: _____
(Authorized signature)
Printed Name: _____
Title: _____

SELLER:
Merchant: Sawhney Enterprises, Inc. DBA ARTIST Wireless
By: _____
Printed Name: Anil Singh

GUARANTOR 1:
By: _____
Title: _____

GUARANTOR 2:
By: _____
Title: _____

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the effectiveness hereof. The UCC financing statement shall state that the sale of the receivables of the Seller is intended to be a sale and not an assignment for security and shall state that the Seller is prohibited from incurring any debt, transferring future receivables to any other person, or granting any security interest in its debt, which is receivable or other assets until Purchaser has received all amounts due under this Agreement. In addition, Seller agrees that Seller shall, from time to time, promptly execute and deliver all instruments and documents, and take all further action, that may be necessary or appropriate, or that Purchaser may request, in order to perfect against Seller and all third parties the sale of the Purchased Amount of Future Receivables hereunder or to enable Purchaser to exercise and enforce its rights and remedies hereunder. Purchaser retains the right to liquidate the financing from Seller all costs associated with the filing of any UCC financing statements, including a \$100 charge for each UCC financing statement filed.

Section 6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Seller consents to the jurisdiction of the federal and state courts located in the State of New York and County of Kings and agrees that such courts shall be the exclusive forum for all actions, proceedings or litigation arising out of or relating to the Agreement or subject matter thereof, notwithstanding that other courts may have jurisdiction over the parties and the subject matter thereof. Service of process by certified mail to Seller's address listed on the face of this Agreement or such other address that Seller may provide Purchaser in writing from time to time will be sufficient for jurisdictional purposes.

Section 6.9 Indemnified Amounts. In the event of a Breach, Seller and Guarantor shall assume liability for and do hereby agree to indemnify, protect, save and keep harmless Purchaser and its agents, and servants, from and against any and all liabilities, claims, losses, obligations, damages, penalties, actions, and suits of whatsoever kind and nature imposed on, incurred by or asserted against Purchaser or its agents and servants, in any way relating to or growing out of such Breach (collectively, "Indemnified Amounts"), including, without limitation, the payment of all costs and expenses of every kind for the enforcement of Purchaser's rights and remedies hereunder, including attorneys' fees and costs in any trial court or appellate court proceeding, any and all investigative proceedings, any arbitration or mediation, or any negotiations or consultations in connection with any Breach. Such Indemnified Amounts shall bear interest at the highest rate of interest allowed by applicable law until paid.

Section 6.10 Costs and Expenses. Purchaser shall be entitled to recover from the Seller all reasonable costs and attorneys' fees associated with and/or resulting from the enforcement of its rights and remedies under this Agreement or at law. Any payments under an indemnity claim pursuant to this Section 6.10 shall include all the foregoing costs and expenses, as well as interest thereon at the rate of 1.5% per month from the date the obligation is due to the Purchaser.

Section 6.11 Survival of Representations, etc. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force and effect until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.

Section 6.12 Entire Agreement. This Agreement, together with any addenda or riders hereto, contains the entire agreement and understanding between Seller and the Purchaser and supersedes all prior agreements and understandings relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein.

Section 6.13 Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING OUT OF OR IN

AFIRMATIONS AND GUARANTEE

All capitalized terms not defined in this Guaranty, shall have the meaning ascribed to such term in that certain Purchase and Sale Agreement (the "Agreement"), dated on or about the date before, between Cash Cow Capital, LLC, a New York limited liability company (the "Purchaser") and Sawhney Enterprises, Inc. DBA AT&T Wireless (the "Seller" and "AT&T Wireless" (the "Guarantor(s)").

In order to induce Purchaser to enter into the Agreement, the undersigned principal(s) of Seller hereby personally represent, warrant and covenant to Purchaser that: (i) all information provided by Seller to Purchaser in connection with the transaction contemplated by this Agreement is true, correct and complete; and (ii) Seller shall not breach, or do any of the acts prohibited by, section 4.1 of the Agreement. By signing below Guarantors agree to this Guaranty and each representation, warranty and covenant set forth in Sections 4 and 5.1 of the Agreement, which representations, warranties and covenants shall survive the termination of the Agreement as provided in Section 6.9 of the Agreement.

Guarantor further guarantees the payment of and agrees to pay all Indemnified Amounts. This guarantee shall be noncontingent, irrevocable, unconditional and joint and several obligations of the Guarantors, and the Guarantors hereby waive demand of payment, notice of protest, and any and all requirements of notice, defense, offset and counterclaims and any other act or omission of Purchaser which changes the scope of the Guarantors' risk, and Guarantors further agree that Purchaser may proceed directly against the Guarantors without first proceeding against Seller.

This Affirmation and Guarantee shall be governed and construed according to the laws of the State of New York. All actions, proceedings or litigation relating to or arising from this guarantee and underlying agreement shall be instituted and prosecuted exclusively in the federal or state courts located in the state of New York and county of Kings. Service of process by certified mail to Guarantors' addresses listed below or such other address that Guarantors may provide Purchaser in writing from time to time will be sufficient for jurisdictional purposes. Guarantors freely waive, insofar as permitted by law, trial by jury in any action, proceeding or litigation arising from or in any way relating to this guarantee. Guarantors waive, to the extent permitted by applicable law, any right to pursue a claim against buyer or its assigns as part of a class action, private attorney general action or other representative action.

Guarantors grant continued authority to Purchaser and its agents and representatives and any credit reporting agency employed by Purchaser to obtain Guarantors' credit report and/or other investigative reports, and to investigate any references given or any other statements or data obtained from or about Guarantors or Seller or any of Seller's principals for the purpose of this guarantee, the Agreement or renewal thereof. Guarantors also waive any and all rights or defenses based on surety ship or impairment or collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Purchaser from bringing any action, 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 Purchaser which destroys or otherwise adversely affects Guarantors' subrogation rights or Guarantors' rights to

proceed against Seller for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging any payment required hereunder; (C) any disability or other defense of Seller, or any other guarantor, or of any other person, or by reason of the cessation of Seller's liability from any cause whatsoever, other than payment in full in legal tender, of the Indemnified Amount; (D) any right to claim discharge of the Indemnified Amount on the basis of unjustified impairment of any collateral (hereafter, (E) any statute of limitations, if at any time any action or suit brought by Buyer against Guarantor is commenced, there is outstanding amounts which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment of the Indemnified Amount. If payment is made by Seller, whether voluntarily or otherwise, or by any third party, on the Indemnified Amount and thereafter Buyer is forced to remit the amount of that payment to Seller's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indemnified Amount shall be considered unpaid for the purpose of the enforcement of this Guaranty.

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

IN WITNESS WHEREOF, the undersigned has executed this Affirmation and Guaranty as of 29th day of April 2014

SELLER:

Merchant: Sawhney Enterprises, Inc. DBA AT&T Wireless

By: *[Signature]*

Address: 126-07 Liberty Avenue, Squibb

Richmond Hill, NY 11419

Phone: 718-322-3953

Fax: 347-494-5093

Email:

GUARANTOR 1:

By: *[Signature]*

Title:

GUARANTOR 2:

By:

Title:

Seller ACH Authorization Form
Seller Name: Sawhney Enterprises, Inc DBA AT&T Wireless
Seller Address: 126-07 Liberty Avenue South
City, State, and Zip: Richmond Hill, NY 11419

The Merchant identified above ("Merchant") has sold certain of its accounts and receivables to Cash Cow Capital, LLC ("Purchaser") pursuant to a Purchase 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) authorizes Purchaser to take payment for services rendered contemplated by the Agreement by ACH and to initiate, if necessary, credits or 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 transfers be made as provided below:

Receiving Financial Institution:

Name JPMorgan Chase Bank

Address

City

State, Zip

Routing and Transit Number

Seller Account Name Sawhney Enterprises, Inc

Seller Account Number

Seller Account qualifier (please circle one):

Direct deposit

(OR)

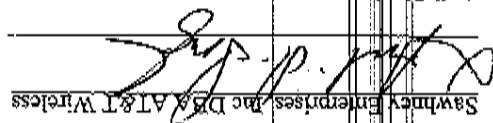
Savings

Seller will give thirty (30) days advance, written notice to Purchaser of changes in financial institution or other payment 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 funds until Purchaser has received written notification from Seller.

Name of Seller:

Sawhney Enterprises, Inc DBA AT&T Wireless

By:



Printed Name:

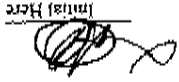
Anil Singh

Title:

Owner

Date:

April 29th, 2014


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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 authorized Party written revocation of this authorization. The individual signing this authorization on behalf of Merchant certifies to CCC that he or she is a duly authorized check signer 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:

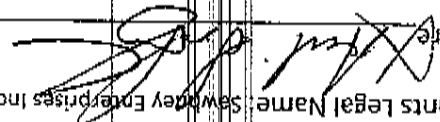
Account Name: Sawhney Enterprises Inc

Bank Name: JPMorgan Chase Bank

Type of Account:

Checking X Savings

Merchants Legal Name: Sawhney Enterprises Inc

Signature:  Printed Name: Anil Singh

Date: April 29th, 2014

Please Provide the Business Voided Check

POWERLINE FUNDING

ALTERNATIVE WORKING CAPITAL SOLUTIONS

Origination Fee Addendum

Authorization Agreement for ACH Payment

This is a standard Bank Charge, Powerline does not profit from these proceeds, (I/we) do hereby authorize Powerline Funding to debit/credit entries to (my/our) Checking Account/Savings Account in the amount of \$227 (Two Hundred and Twenty-Seven Dollars) as indicated and named on the attached voided check as the depository financial institution for the amount listed and forwarded above. The undersigned hereby authorizes the funding source to deduct the total amount below from the gross funding (advance) amount and to make such payment directly to 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 NSF fee of up to \$30.00 per item by electronic debit from my account. I am a duly 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.

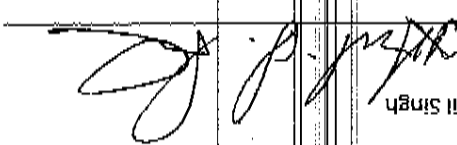
Waived as per Dan Cruz 4/29/2014

1.	Closing cost	
2.	Bank Origination Fee	6%
3.	Discount	
	Total	\$227.00

Legal Name: Sawhney Enterprises, INC

DBA: AT&T Wireless

Owner(s) Name: Anil Singh

Owner(s) Signature: 

Date: April 29, 2014