



THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this 24th day of October, 2013 between Max Advance LLC, a New York limited liability company, having an address at 4208 18th Avenue, Brooklyn, NY 11218 (the "Purchaser") and NLMT Solutions LLC, DBA Smoothie King having an address at 316 N. Drake Road - Kalamazoo, MI 49009 (the "Seller") and Katherine Kemp, having an address at 204 Woodwind Circle - Kalamazoo, MI 4 ("Guarantor"), and _____, having an address at _____ ("Guarantor").

WITNESSETH

WHEREAS, the Purchaser is in the business of the purchase of future accounts 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 accounts and contract rights arising from or relating to payment of gross amounts of monies by customers of the Seller through credit card, debit card, bank card and/or other charge card receivable due to the Seller from its credit card processor until the Purchaser has received the amount specified below (the "Purchased Amount") for the purchase price ("Purchase Price") set forth below:

Purchase Price \$11,000.00 Purchased Percentage: 22% Purchased Amount: \$15,180.00

2. PROCESSING AGREEMENT

Section 2.1 Processing Agreement. Simultaneously with the execution hereof, the Seller shall enter into a processing agreement (the "Processor Agreement") with a credit card and debit card processor acceptable to the Purchaser, as indicated in writing from the Purchaser. Such Processing Agreement will authorize the credit card processor to pay to Purchaser rather than to the Seller the cash attributable to the Purchased Percentage of each receivable due to the Seller thereunder, until the Purchaser has received an amount equal to the Purchased Amount. Alternatively, if Purchaser agrees to purchase credit card 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 Purchased Percentage of all credit card and debit card receipts of Seller until the Purchaser has received an amount equal to the Purchased Amount and authorizes its credit card processor and all applicable third parties to

Seller's Initials

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provide to Purchaser and its agents all information necessary to permit them to determine the amount to be paid to Seller and initiate such electronic check or ACH payments. This authorization may only be revoked with the prior written consent of the Purchaser, and the agreement with the credit card processor cannot be amended or terminated without the prior written consent of the Purchaser. In the event that the Purchaser determines, in its sole discretion, that the authorized credit card processor utilized by the Seller is no longer acceptable, the Seller shall have five (5) business days, upon receipt of written notice from the Purchaser, to terminate its relationship with its credit card processor and to enter into a similar processing agreement with a new credit card processor acceptable to the Purchaser. The Seller agrees to execute any documents and/or agreements in order to implement the foregoing.

Section 2.2 Liability. The Purchaser is not responsible and shall not be liable for any actions taken by the Seller's credit card processor which are not contemplated or authorized herein nor shall the Purchaser be otherwise liable for any claims, losses or other damages under any agreement of Seller with any third party, and the Seller hereby agrees to hold the Purchaser harmless from any and all such liabilities.

Section 2.3 Processor Commissions. The Purchaser and the Seller understand that the credit card processor will charge a fee or commission for processing receipts representing future credit card receivables of the Seller (the "Future Receivables") which have become actual receivables as shall be set forth in the processing agreement, and that the amounts due to Purchaser hereunder shall be based solely upon the net amount due to merchant from the processor or, in the case of Purchaser's ACH Program, total credit card receipts of Seller. Once an amount is remitted to Purchaser by Seller or its processor hereunder, such amount shall not be refundable.

Section 2.4 Other Processors. The Seller hereby authorizes the Purchaser to contact any current or prior credit card or debit card processor of the Seller in order to obtain whatever information it may require regarding the Seller's transactions with any such credit card processors. Such information may include, but is not limited to, information necessary to verify the amount of credit card receivables previously processed on behalf of the Seller and any fees which may have been charged by the credit card processor. In addition to the foregoing, the Seller authorizes the Purchaser to contact any current or prior credit card or debit card processor of the Seller in order to confirm that the Seller is exclusively using the credit card processor approved by the Purchaser in accordance with this Agreement.

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 and any credit reporting agency employed by the Purchaser to investigate any references given or any other statements of data obtained from or 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, Guarantor(s) and principals.

Section 3.2 Monthly Statements. Upon request, the Purchaser shall provide Seller with a statement reflecting the delivery of the Purchased Percentage from the credit card receivables of the Seller via the credit card processor.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

Section 4.1 Seller's Conduct. Seller shall: (i) exclusively use the credit card processor approved by the Purchaser for the processing of all of its credit card transactions; (ii) not take any action to reduce or discourage the use of credit cards or permit any event to occur which could have an adverse effect on the use, acceptance or authorization of credit cards for the purchase of the Seller's services and products; (iii) not amend or terminate, or consent to the termination of, the processing agreement with the credit card processor approved by the Purchaser, or any authorization to initiate ACH or electronic check payment; (iv) not breach or default under the processing agreement with the credit card processor approved by Purchaser; (v) not change or permit the change of the credit card processor approved by the Purchaser or add an additional credit card processor, in each case, without the express prior written consent of the Purchaser; (vi) not change the account name, password or other access 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; (vii) 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.; (viii) not sell, dispose, convey or otherwise transfer any of its Future Receivables; (ix) not grant any security interest or lien upon its accounts receivable or other assets; (x) not incur any debt on the business without the express prior written consent of the Purchaser; (xi) not commit fraud; (xii) not incur chargebacks under its Processor Agreement in excess of one percent (1%); and (xiv) not permit any third party to process any of its payment transactions except as expressly approved in writing in advance by Purchaser.

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 dates therein, there has been no material adverse change in the business or its prospects or in the financial condition, results of operations, or cash flows of Seller and its affiliates. The Seller shall furnish the Purchaser with such other information as the Purchaser may request from time to time, including, if applicable, all information necessary to permit Purchaser and its agents to determine the amount to be paid to Seller and its affiliates under Purchaser's "ACH Program" and initiate such electronic check or ACH payments. To the extent there is a material change in any of the information provided by the Seller to the Purchaser, Seller shall immediately notify Purchaser of such change.

Section 4.3 Reliance 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 4.4 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 4.5 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 4.6 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 4.7 No Violation. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement will: (i) violate any federal, state, local or foreign laws, statutes, rules, 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, 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, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets are 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 instrumentality thereof, in order for the parties to consummate the transactions contemplated by this Agreement.

Section 4.8 Insurance. The Seller shall maintain insurance in such amounts and against such risks as are consistent with past practice and shall show proof of such insurance upon the reasonable request of the Purchaser.

Section 4.9 Change of Name, Location, Etc. The Seller will not conduct its businesses under any name other than as disclosed to the credit card processor accepted by the Purchaser or the Purchaser or change any of its places of business. In addition, Seller will not change its legal name, entity type or state of formation, unless it has provided the Purchaser with not less than thirty (30) days prior written notice thereof and any documents, agreements and information reasonably requested by the Purchaser with respect thereto.

Section 4.10 Conduct of Business. Seller shall continue to conduct its business consistent with past practice and shall comply with all of the terms and conditions of its processing agreement with the credit card processor approved by Purchaser. Seller has no present intention of closing its business or ceasing to operate its business, either permanently or temporarily.

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 Exclusive Use of Processor. Seller understands that the services of the credit card processor accepted by the Purchaser is the exclusive means by which the Seller can process its credit card transactions.

Section 4.13 Solvency. As of the date hereof, Seller is solvent, and is not contemplating bankruptcy or insolvency proceeding.

Section 4.14 *Litigation*. None of Seller, its shareholders, officers or directors are a party to any pending litigation that would have an impact on this Agreement and none of them have ever been fined or penalized by Visa or MasterCard.

5. ADDITIONAL TERMS

Section 5.1 *Sale of Credit Card 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 hereunder represents a bona fide sale by the Seller to a credit card or debit card holder. Each Future Receivable purchased by the Purchaser which becomes an actual receivable hereunder shall be 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 and 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 by the credit card processor, 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 paid to Purchaser by the credit card processor approved by Purchaser, or shall be collected by Purchaser from electronic check or ACH payments initiated by Purchaser or its agents. In the event that Seller changes or permits the change of the credit card processor approved by the Purchaser or adds an additional credit card processor, Purchaser shall have the right, without waiving any of its rights and remedies and without notice to Seller or any Guarantor, to notify the new or additional credit card processor of the sale of credit card receivables hereunder and to direct such new or additional credit card processor to make payment to the Purchaser of all or any portion of the amounts received by such credit card processor. Seller hereby grants to Purchaser an irrevocable power of attorney, which power of attorney shall be coupled with an interest, and hereby appoints the Purchaser or any of Purchaser's representatives as Seller's attorney in fact, to take any and all action necessary to direct such new or additional credit card processor to make payment to the Purchaser as contemplated by this Section 4.2. Seller hereby grants permission to Purchaser to pay any amount owing to it hereunder by ACH from the account into which its credit card and debit card 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 of any covenant or agreement contained in this Agreement or in any certificate or other document delivered by or on behalf of Seller pursuant hereto (any of the foregoing, a "Breach"), 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.

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 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, liens or judgments in all jurisdictions where business functions have been conducted. Any onsite examination may include, without limitation, 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 conduct background and financial examinations of all principals owning ten percent (10%) or more of Seller. Such examinations may include, without limitation, a review of information regarding criminal history for all jurisdictions where the principal has resided and been employed, address verifications for all residences, and employment verifications. The examination may also include, without limitation a review of the credit standing of the principal, and a search for bankruptcies and judgments in all jurisdictions where the principal has resided or been employed. The review may also include a review of up to three (3) years of personal tax returns.

Section 5.7 Grant of Security Interest. To secure the performance of Seller's obligations hereunder Seller grants to Purchaser a continuing security interest in (i) all of Seller's Accounts, Chattel Paper, Goods, Inventory, Equipment, Instruments, Reserves, Accounts, Investment Property, Documents, General Intangibles, as such terms are defined in the Uniform Commercial Code as in effect in the State of New York (the "UCC"), (ii) all Future Receivables, as herein defined, (iii) all other assets and personal property of the Seller, and (iv) all products and proceeds thereof. Purchaser shall have all rights and be entitled to all benefits afforded to a secured creditor under the UCC or otherwise at law. Seller authorizes Purchaser to file and/or record such further instruments, agreements or undertakings, and such certificates of title, financing and continuation statements and other instruments, as the Secured Party may deem necessary or desirable to perfect, protect and preserve the security interests hereby granted in the Purchased Percentage. Nothing contained in this Section 4.7 shall be construed to change the parties' intent under this Agreement to effect a final sale of the Purchased Percentage as opposed to a secured loan or any other type of transaction.

Section 5.8 Termination Events. The following events shall constitute "Termination Events": (i) Seller's breach of any of the provisions of the Processor Agreement and/or this Agreement; (ii) Seller's change in its current credit card processor(s); (iii) Seller permits any event to occur that could cause a diversion of any credit card transactions to a credit card processor other than its current credit card processor(s); (iv) any representation or warranty or statement made by Seller shall prove to have been incorrect in any material respect when made or deemed made; (v) Purchaser shall fail to have valid and unencumbered ownership in and to the Purchased Percentage; or (vi) there is any material adverse change in the operation of Seller, or any other event which materially affects the ability of Seller to perform its

obligations hereunder. Upon the occurrence of a Termination Event, Purchaser shall have, in addition to all other rights and remedies under this Agreement or otherwise, all other rights and remedies provided under the UCC.

Section 5.9 Sale of Additional Pools of Future Credit Card Receivables; Schedules; Right of First Refusal. In the event that Seller wishes to sell and Purchaser agrees to purchase an additional pool (or additional pools) of Future Receivables, this Agreement shall serve as a "Master Agreement" which sets forth all of the terms and conditions governing any such sale. In such an event, the parties shall execute additional schedules setting forth the Purchase Price, Purchased Percentage and Purchased Amount applicable to that additional pool of Future Receivables. The terms listed on such schedule shall take effect upon Purchaser's receipt of the complete Purchased Amount herein or upon a date agreed to by the parties in writing, with the terms and conditions of this Agreement otherwise fully applicable, *mutatis mutandis*. Nothing herein shall obligate either party to sell or purchase additional pools of credit card receivables; however, Seller grants Purchaser the option of first refusal to purchase any such additional pool of future credit card receivables that Seller may wish to sell.

Section 5.10 Daily Batch Amount; Use of Approved Processor. Before 5:00 P.M. EST of the day following each day that Seller conducts business, Seller shall cause Processor or Processor's agent to deliver to Purchaser, in a format acceptable to Purchaser, a record from Processor reflecting the total gross dollar amount of the preceding day's credit card and debit card transactions processed by Processor for Seller, irrespective of whether such amount consists of sales or other taxes collected by Seller from its customers ("Daily Batch Amount"). In the event that Seller is unable to procure Processor's compliance in a timely manner or as otherwise required under this section, within two (2) business days written notice by Purchaser to Seller of the same, Seller shall at its sole expense terminate its relationship with Processor and exclusively engage the services of an alternative credit card processor that Purchaser approves in writing and enter into any merchant credit card processing agreement as the alternative credit card processor may require, which credit card processor shall thereafter be referred to as included within the meaning of "Processor" herein.

Section 5.11 Collection of Future Receivables; ACH Authorization; Purchaser will daily collect the cash attributable to the Purchased Percentage of the Future Receivables based on the total Daily Batch Amount furnished to Purchaser. As per the terms of the attached ACH authorization Seller irrevocably authorizes Purchaser, or its designated successor or assign to withdraw the Future Receivables and any other amounts now due, hereinafter imposed, or otherwise owed in conjunction with this Agreement by initiating via the Automatic Clearing House (ACH) system debit entries to Seller's account at the bank listed above or such other bank or financial institution that Seller may provide Purchaser with from time to time ("Bank Account"). In the event that Purchaser withdraws erroneously from the Bank Account, Seller authorizes Purchaser to credit the Bank Account for the amount erroneously withdrawn via ACH. Purchaser shall not be required to credit the Bank Account for amounts withdrawn related to credit card transactions which are subsequently reversed for any reason. Purchaser, in its sole discretion, may elect to offset any such amount from collections from Future Receivables. Seller represents that the Bank Account is established for business purposes only and not for personal, family, or household purposes. Seller understands that the foregoing ACH authorization is a fundamental condition to induce Purchaser to enter into this Agreement.

Section 5.12 Processing Trial; Commencement of Agreement; After this Agreement has been signed by Seller but prior to Purchaser's acceptance, the parties shall conduct a processing trial of four or fewer business days in order to ensure that the Seller's credit card transactions are being

correctly processed through Processor and that Purchaser timely received the Daily Batch Amount in a satisfactory manner and format. Nothing herein shall create an obligation upon Purchaser to enter into this Agreement. The Agreement shall commence upon Purchaser's payment to Seller of the Purchase Price.

6. MISCELLANEOUS

Section 6.1 Modifications; Amendments. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by both parties.

Section 6.2 Successors and Assigns. All covenants and agreements by or on behalf of Seller contained in this Agreement or any documents or agreement delivered in connection herewith shall bind Seller's successors and assigns and shall inure to the benefit of Purchaser and its successors and assigns. Seller shall not, however, have the right to assign Seller its rights under this Agreement or any interest therein, without the prior written consent of Purchaser.

Section 6.3 Waiver; Remedies. No failure 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 right under this Agreement preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity. Seller consents to the waiver of notice prior to Purchaser 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 assign its rights hereunder or any interest herein without the prior written consent of the Purchaser, which consent may be withheld in the Purchaser's sole discretion. The Purchaser reserves the right to assign this Agreement with or without prior notice to Seller.

Section 6.5 Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by recognized overnight courier service, or (iii) three (3) business days after being 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.

Section 6.6 Consent to Participation. Seller agrees and consents to Purchaser's sale or transfer, whether now or later, of one or more participation interests in the Purchased Amount to one or more purchasers, whether related or unrelated to Purchaser. Purchaser may provide, without any limitation whatsoever, to anyone or more purchasers, or potential purchasers, any information or knowledge Purchaser may have about Seller or about any other matter relating to the Purchased Amount, and Seller hereby waives any rights to privacy Seller may have with respect to such matters. Seller additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Seller also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Purchase Amount and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Seller further waives all rights of offset or counterclaim that it may have now or later against Purchaser or against any purchaser of such a participation interest and unconditionally agrees that either Purchaser or such purchaser

may enforce Seller's obligation under this Agreement irrespective of the failure or insolvency of any holder of any interest in the Purchased Amount. Seller further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Seller may have against Purchaser.

Section 6.7 UCC Financing Statements; Further Assurances. Seller hereby authorizes Purchaser to file one or more financing statements evidencing the sale of the Purchased Amount of Future Receivables hereunder, and any continuation statements or amendments thereto, and ratifies the filing of any financing statement filed by Purchaser prior to the effectiveness hereof. The UCC financing statement shall state that the sale of the credit card 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 interests in its accounts receivable or other assets until Purchaser has received all amounts due under this Agreement. In addition, Seller agrees that it 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 reserves the right to obtain reimbursement from Seller all costs associated with the filing of any UCC financing statements, including a \$200 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 and County of New York and agrees that such courts shall be the exclusive forum for all actions, proceedings or litigation arising out of or relating to this 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 administrative proceeding, 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 5.8 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 or to any credit card processing agreement, 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 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.

MAX ADVANCE, LLC

BY: _____
Name: _____
Title: _____ Date: _____

GUARANTOR:

BY: _____
Name: _____
Title: _____ Date: _____

NLMT Solutions LLC

DBA: **Smoothie King**

BY: X Kemp
Name: **Katherine Kemp**
Title: **Owner** Date: **10-25-13**

GUARANTOR:

BY: X 1
Name: **Katherine Kemp**
Title: **Owner** Date: _____

AFFIRMATIONS 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 hereof, between Max Advance, LLC, a New York limited liability company (the "Purchaser") and NLMT Solutions LLC, DBA Smoothie King (the Seller) and Katherine Kemp (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; (ii) Seller shall not replace the credit card processor approved by buyer or engage an additional credit card or debit card processor, in each case, prior to the time that Purchaser has received the entire Purchased Amount; and (iii) 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 Guarantee 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 the continuing, irrevocable, unconditional and joint and several obligations of the Guarantors, and the Guarantors hereby waive demand of payment, notice of presentment, and any and all requirements of notice, defenses, offsets 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 or underlying agreement shall be instituted and prosecuted exclusively in the federal or state courts located in the state and county of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and Guarantors freely consent to the jurisdiction of the federal or state courts located in the state and county of New York. 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 of 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 Guarantor's subrogation rights or Guarantor's 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, of 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 therefore; (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 of any terms or conditions contained therein.

IN WITNESS WHEREOF, the undersigned has executed this Affirmation and Guaranty as of 24th day of October, 2013.

Seller: NLMT Solutions LLC

DBA: Smoothie King

Signature: X al Kemp <== Sign Here!

Name: Katherine Kemp

Address: 316 N. Drake Road - Kalamazoo, MI
49009

Phone: (269) 388-5464

Fax: _____

Email: _____

Signature: X <== Sign Here!

Name: _____

Address: _____

Phone: _____

The Merchant identified above ("Seller") has sold certain of its future credit card and debit card receivables to Max Advance, LLC ("Purchaser") pursuant to a Purchase and Sale of Future Receivables Agreement, dated Thu, 24 of October 2013 (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 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 _____
Routing and Transit Number _____
Seller Account Name _____
Seller Account Number _____
Seller Account qualifier (please circle one):
☒ Direct deposit (OR) ☐ Savings

*Please provide
voided
check*

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 credit card or debit card receivables until Purchaser has received written notification from Seller.

Name of Seller NLMT Solutions LLC, DBA Smoothie King

By: Katherine Kemp
By: X [Signature]
(Authorized Signature)
Title: Owner
Date: 10/24/2013



POWERLINE FUNDING
ALTERNATIVE WORKING CAPITAL SOLUTIONS

Origination Fee Addendum

Authorization Agreement For ACH Payment

(I/we) do hereby authorize POWERLINE FUNDING, hereinafter named the COMPANY, to initiate single (debit/credit) entries to (my/our) (Checking Account/Savings Account) in the amount of **\$550 (Five Hundred and Fifty Dollars)** as indicated and named on the attached voided check as the depository financial institution for the amount listed and referenced 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.

1.	Renewal fee	\$0
2.	Closing cost	\$299.00-WAIVED
3.	Origination Fee	\$550.00
4.	Discount	\$299.00
	Total	<u>\$550.00</u>

Legal Name: NLMT Solutions, LLC

DBA: Smoothie King

Owner(s) Name: Katherine Kemp

Owner(s) Signature: _____

Date: October 24, 2013

Smoothie King #0673
P O Box 20414
Kalamazoo MI 49019

October 24th 2013

Express MPS
P O Box 6600
Hagerstown
MD, 21740

Re: Smoothie King #0673, Account # 323556145999

Gentlemen:

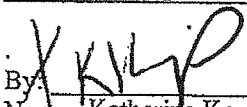
This letter shall serve as notice of termination of the above referenced account, effective immediately.

Furthermore, please be advised that pursuant to that certain Purchase and Sale of Future Receivables Agreement ("Agreement") between Max Advance, LLC ("MA") and the undersigned, the undersigned has sold certain of its credit card receivables to MA. In connection therewith, you are hereby instructed that to the extent that any of our Visa or MasterCard transactions are processed by you (credit or debit), you are to immediately remit 22 % of such transactions (the "Payment") to MA, having an address at 4208 18th Avenue, Brooklyn, NY 11218, until you are otherwise instructed by MA. In connection with the foregoing, please be advised that, pursuant to the Agreement, we appointed MA as our attorney in fact to ensure that the Payment is properly delivered to MA.

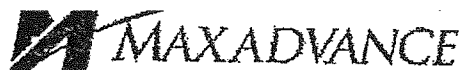
If you have any questions please contact Max Advance at (866) 629-4464 x 300.

Very truly yours,

Smoothie King #0673

By: 
Name: Katherine Kemp
Title: owner

cc: Max Advance LLC



Date Thursday, October 24, 2013

From NLMT Solutions LLC DBA Smoothie King

To:

Insurance Agency Phone # Fax #

Insurance Carrier Policy # Effective Dates

Re: Insurance Verification Request

We have entered into a Working Capital Cash Advance Agreement (the "Agreement") with Max Advance LLC located at 4208 18th Avenue, Brooklyn, NY 11218 in which Max Advance LLC has purchased our future credit card and/or debit card receivables in the sum of \$15180 (Fifteen Thousand One Hundred Eighty Dollars And No Cents)

We are responsible for the obligation of this merchant cash advance pursuant to the terms and conditions therein and we are requesting that Max Advance located at 4208 18th Avenue, Brooklyn, NY, 11218 be listed on our insurance policy as Loss Payee & Additional Insured for as long as the Agreement is in effect pursuant to the terms therein. We acknowledge that our failure to add Max Advance LLC or removal of Max Advance LLC from our policy at any time during the course of the Agreement may be a violation of the Agreement.

Please forward a copy of the insurance policy or certificate of insurance referencing the Working Capital Cash Advance Agreement. For any future notices, please include Max Advance LLC and please include therein the standard 30 day notice of cancellation clause.

If you have any questions please call Max Advance LLC at 866-629-4464.

Please mail or fax evidence of coverage to:

Max Advance LLC

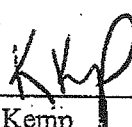
4208 18th Ave

Brooklyn, NY 11218

Phone: 866-629-4464

Fax: 917-368-6943

Sincerely,


Katherine Kemp

NLMT Solutions LLC DBA Smoothie King - 316 N. Drake Road - Kalamazoo, MI 49009

Please complete this application and fax to 718-435-5005.

Give original to your insurance broker to add Max Advance LLC to your Insurance policy as: loss payee additional insured)

EXHIBIT A

[10/24/2013]

Integrity Payment Systems
Attn: Anthony Morrison
1700 Higgins Rd., Ste. 690
Des Plaines, IL 60018

Re: NLMT Solutions LLC DBA Smoothie King

Dear Mr. Morrison:

I am writing on behalf of NLMT Solutions LLC DBA Smoothie King ("Seller"). Pursuant to an agreement ("Agreement") with Max Advance LLC ("Purchaser"), Seller has sold certain credit, PIN based debit card, Discover and EBT receivables to Max Advance and Seller has agreed to pay 22% of payments due Seller from Integrity Payment Systems, LLC ("IPS") pursuant to that Merchant Processing Agreement executed by IPS and Seller. (the "IPS Merchant Agreement"). Pursuant to the Agreement, Seller hereby irrevocably instructs IPS to (a) withhold or debit 22% of the payments due from IPS to Seller under the Merchant Agreement arising from credit, Pin based debit card, Discover and EBT transactions and (b) forward the amount so withheld to Max Advance to and until such time as Max Advance notifies IPS in writing that all of Seller's obligations under the Agreement have been satisfied. Such payments to Max Advance shall be made in partial or complete satisfaction of any obligation IPS may have to Seller under the IPS Merchant Agreement. SELLER ACKNOWLEDGES THAT SUCH PAYMENTS TO MAX ADVANCE ARE IN ADDITION TO ANY FEES OWED BY SELLER TO IPS PURSUANT TO THE IPS MERCHANT AGREEMENT OR ANY OTHER AGREEMENT BETWEEN SELLER AND IPS.

Seller hereby acknowledges that the IPS Merchant Agreement provides that (i) if the Merchant Processing Agreement is terminated by Seller within one year of the Merchant Processing Agreement's effective date, then Seller is obligated to pay IPS a termination fee equal to the lesser of \$595 or the maximum amount allowed by law and (ii) if the Merchant Processing Agreement is terminated by Seller more than one year after the Merchant Processing Agreement's effective date, then Seller is obligated to pay IPS a termination fee equal to the lesser of \$195 or the maximum amount allowed by law.

Seller hereby agrees to indemnify IPS from any and all losses, damages or claims, liabilities and expenses, including attorneys fees, arising from IPS following the instructions set forth in this letter.

NLMT Solutions LLC

By: X KKP

Katheline Kemp

Title: _____