

## 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 Addict2Shop, LLC dba Addict2Shop (the "Seller") and Martha Rivero and (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 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 of New York and county of Kings 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 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 suretyship 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 9th day of August, 2013.

SELLER:

Merchant: Addict2Shop, LLC dba Addict2Shop

By: 

Martha Rivero

Address: 3078 Rodrick Circle Orlando, FL 32824

Phone: 561-767-4114

Fax: (56-1)-767-4114

Email:

GUARANTOR 1:

By: 

Martha Rivero

Title: \_\_\_\_\_

GUARANTOR 2:

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
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