

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CV-81205-RAR**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a PAR FUNDING, et al.,

Defendants.

**RECEIVER RYAN K. STUMPHAUZER'S MOTION TO LIFT THE
LITIGATION INJUNCTION TO ALLOW COMMENCEMENT OF
PROCEEDINGS AGAINST NATIONAL BROKERS OF AMERICA, INC.; NATIONAL
BROKERS OF AMERICA, LLC; BENE MARKET, LLC; AND ALAN REDMOND**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (the "Receiver") of the Receivership Entities,¹ by and through his undersigned counsel, hereby files this Motion to Lift

¹ The "Receivership Entities" are Complete Business Solutions Group, Inc. d/b/a Par Funding ("Par Funding"); Full Spectrum Processing, Inc. ("Full Spectrum"); ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Investment Fund 2 LP; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consultants, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; Blue Valley Holdings, LLC; LWP North LLC; 500 Fairmount Avenue, LLC; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; and LM Property Management LLC; and the Receivership also includes the

the Litigation Injunction to Allow Commencement of Proceedings against National Brokers of America, Inc.; National Brokers of America LLC; Bene Market, LLC; and Alan Redmond, stating as follows:

INTRODUCTION

Prior to the Receiver's appointment, Alan Redmond ("Redmond") utilized the similarly named National Brokers of America, Inc. ("INC") and National Brokers of America, LLC ("LLC") as vehicles for separate commercial transactions. The Receiver's investigation, however, reveals that LLC is not a duly formed legal entity. Rather, LLC used a misappropriated EIN number to confuse or obscure Redmond's personal obligations or obligations of his related entities, such as Bene Market, LLC ("Bene Market"). Redmond and his related entities then defaulted on the amounts owed to Par Funding. The Receiver seeks authority to lift the Litigation Injunction to pursue claims under the relevant merchant agreements and guarantees.

THE PARTIES

1. Pursuant to the order entered on July 27, 2020 [ECF No. 36] (the "Order Appointing Receiver"), as well as subsequent orders, Ryan K. Stumphauzer, Esq is the Court appointed receiver for the Receivership Entities identified in this motion.
2. National Brokers of America, *Inc.* is an Ohio corporation with a principal place of business at 354 Penn Street, Reading, PA 19602.
3. INC registered as an Ohio corporation on February 21, 2013.

properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; and 2413 Roma Drive, Philadelphia, PA 19145.

4. INC's federal employer identification number ("EIN") ends with the last four digits of 0162.²

5. National Brokers of America, *LLC* lacks a known corporate registration. The Receiver's investigation at both state and federal levels did not identify registration information for LLC.

6. LLC did not register as a foreign corporation in Pennsylvania despite conducting business within the state.

7. Bene Market is a Delaware entity duly authorized to perform business in Pennsylvania. Bene Market organized as a Delaware limited liability company on May 25, 2016. It currently has no authorized agent.

8. Alan Redmond is an adult individual who can be served at 4 South 4th Street, Floor 3, Reading, Pennsylvania 19602.

9. Upon information and belief, Redmond holds himself out as the president and/or director of INC, LLC, and Bene Market.

BACKGROUND

A. MCA Agreement with the Non-Existent National Brokers of America LLC

10. On or about July 27, 2020, the Court appointed the Receiver as receiver for Par Funding and other associated entities. As stated in the Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], the Court appointed the Receiver because:

the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of the Defendants ("Receivership Assets") and those assets of the Relief Defendant that: (a) are attributable to funds derived from investors or clients of the Defendants; (b) are held in constructive trust for the Defendants; and/or (c) may

² Pursuant to Section 6(A) of the Southern District of Florida's CM/ECF NextGen Administrative Procedures, the Receiver is only including the last four digits of the EIN in this filing.

otherwise be includable as assets of the estates of the Defendants (collectively, “Recoverable Assets”); and,

Amended Order Appointing Receiver p. 1 [ECF No. 141].

11. The Amended Order Appointing Receiver further provides for a stay of all litigation involving the Receiver stating:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Entities, including subsidiaries and partnerships; or, (d) any of the Receivership Entities’ past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as “Ancillary Proceedings”)

(the “Litigation Injunction”). Amended Order Appointing Receiver ¶ 32 [ECF No. 141]

12. Since his appointment, the Receiver investigated the terms and counterparties to Par Funding’s various merchant cash advance agreements (the “MCA Agreements”).

13. Par Funding executed an MCA Agreement with National Brokers of America, *LLC*, effective as of April 28, 2015 (the “April 28, 2015 MCA Agreement”). A true and correct copy of the April 28, 2015 MCA Agreement is attached hereto as Exhibit 1.

14. In the April 28, 2015 MCA Agreement, LLC represented itself as a limited liability company with a physical address of 2525 N. 12th Street, Suite 390, Reading, Pennsylvania 19605. (*See* Exh. 1, p. 1.)

15. LLC represented its federal identification number as the same number as INC’s identification number, ending with the last four digits of 0162. (*Id.*)

16. Pursuant to Section 2.12, LLC warranted that it was “a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates.” (*Id.*, § 2.12.)

17. Redmond executed the April 28, 2015 MCA Agreement on behalf of LLC. (*Id.*, p. 1.)

18. Redmond also executed a personal guarantee in connection with the April 28, 2015 MCA Agreement. (*Id.*, p. 6.)

19. Based upon these representations, Par Funding purchased LLC's future receivables for \$149,000. (*Id.*)

20. Based on a review of Par Funding's internal documentation, there is no record that Par Funding performed a contemporaneous investigation into LLC's legal status or registration. Instead, it appears that Par Funding purchased LLC's receivables solely based upon LLC's cursory representations.

21. There is no record of National Brokers of America **LLC's** corporate existence at the time of the April 28, 2015 MCA Agreement. The Receiver's review of relevant state records could not locate a registration statement for LLC.

22. Despite LLC listing a corporate address in Pennsylvania, LLC did not incorporate in Pennsylvania, nor did it register as a foreign business in Pennsylvania.

23. At the time of the April 28, 2015 MCA Agreement, National Brokers of America **INC** existed as an Ohio corporation, as reflected in Exhibit 2 attached hereto.

24. Upon information and belief, and as discussed further herein, Redmond executed the April 28, 2015 MCA Agreement in LLC's name to conceal or obscure the corporate obligations of INC.

25. The April 28, 2015 MCA Agreement reveals that Redmond understood the factual, and legal, difference between LLC and INC. Indeed, page 10 of the MCA Agreement, which was completed by Redmond, identifies National Brokers of America Inc., rather than LLC, as the

account holder of the relevant bank account. (Ex. 1, p. 10.) Without the proper account name, Par Funding's daily withdraws of INC's bank account might have potentially failed, thereby revealing the difference between LLC and INC.

26. As National Brokers of America LLC did not exist at the time of the April 28, 2015 MCA Agreement, any actions, or liabilities, incurred by Redmond occurred in his personal capacity, rather than through a corporate form.

B. Growth of the Relationship

27. Following the initial April 28, 2015 MCA Agreement, Par Funding and LLC continued to enter into additional MCA Agreements.

28. Between 2015, and the time of the Receiver's appointment in July 2020, Par Funding (or its affiliates) entered into approximately 63 additional MCA Agreements with LLC.

29. In each of these MCA Agreements, National Brokers of America LLC is identified as the "Legal Business Name." The March 17, 2020 MCA Agreement, attached hereto as Exhibit 3, provides an example of this misrepresentation and false statement.

30. As identified in the March 17, 2020 MCA Agreement, LLC represented that National Brokers of America LLC is the seller's legal name and that it conducted business pursuant to the names National Brokers of America DBA Benemarkets DBA UC Consolidation. (*See Ex. 3, p. 1.*)

31. Redmond continued to enter into MCA Agreements on behalf of LLC and executed personal guarantees on behalf of LLC. (*Id.*, pp. 14, 18.)

32. Many of these additional funding agreements were refinancing "reloads." The concept of "reloading" is described in *Receiver Ryan K. Stumphauzer's Notice of Filing Report on*

Operations in Connection with Status Conference to be Conducted on December 15, 2020 [ECF. No. 426] (the “Report”).

33. As set forth by Bradley D. Sharp in the Report:

Our analysis of the CBSG portfolio noted significant use of “reloads.” A reload is essentially CBSG refinancing a pre-existing MCA advance. The “reload” advance would normally fund the merchant with additional cash and repay the existing advance. The reload, with the “factor”, becomes the new outstanding obligation.

By way of example, on June 27th, 2019, CBSG advanced \$700,000 (and advance origination fees) to B & T Supply with a daily payment obligation that was scheduled to last for 154 days. CBSG added a “factor” of \$224,000 to the cash advance, creating an Outstanding Balance of \$924,000. After payments of \$53,995, on July 11th, 2019, CBSG incorporated the unpaid balance of \$870,045 into a reload advance. The terms of the reload advance agreement state “Payoff Existing: \$870,045 Purchase Price New: \$1,000,000”, which indicates that the advance paid off the unpaid balance of \$870,045. This transaction occurred a mere two weeks after the initial advance with only 5.8% of the expected payback amount having been repaid. CBSG wired out \$1,000,000 in new money (less advance origination fees) and charged an additional “factor” of \$598,414, thereby creating a new Outstanding Balance of \$2,468,459. Combined, through these advances, payment and reload, CBSG funded \$1,700,000, charged a “factor” of \$822,414 and created a new receivable of \$2,468,459

(Report, ¶ 21.)

34. As described by Mr. Sharp, Par Funding would roll up multiple prior advances into one “reload,” thereby escalating the obligations of merchants, such as LLC. (Report, ¶¶ 22-23.)

35. Despite LLC’s increasing obligations under MCA Agreements, the internal business records of Par Funding reflect that it never conducted an additional risk analysis. Further, Par Funding never independently verified LLC’s corporate existence.

C. INC’s Bankruptcy Does Not Change the Relationship

36. On or about September 3, 2019, National Brokers of America, *Inc* filed a voluntary petition under Chapter 7 of the bankruptcy code in the United States Bankruptcy Court for the Eastern District of Pennsylvania at Case 19-15488-pmm (the “Bankruptcy Case”).

37. INC's bankruptcy filings, sworn to under the penalty of perjury, represented its corporate EIN as ending in the last four digits of 0162. A true and correct copy of INC's bankruptcy petition is attached hereto as Exhibit 4.

38. INC's EIN number in the bankruptcy petition is the same EIN that LLC represented as its own in the MCA Agreements LLC entered into with Par Funding.

39. INC's bankruptcy petition provides its business address as 354 Penn Street Reading, Pennsylvania 19602. (Ex. 4, p. 1.) This address is different than the address used by LLC in its MCA Agreements with Par Funding.

40. Redmond executed a corporate resolution in connection with the Bankruptcy Case on August 30, 2019. As reflected on the corporate resolution, attached hereto as Exhibit 5, Redmond does not specifically identify whether the action is by INC or LLC. Rather, the resolution's letterhead obliquely identifies "National Brokers of America," without any specification.

41. INC's bankruptcy filings purport to list all known or suspected creditors in connection with its Bankruptcy Case.

42. INC did not list Par Funding or any of its affiliates as known or suspected creditors in the Bankruptcy Case. True and correct copies of INC's relevant bankruptcy schedules are attached hereto as Exhibit 6.

43. The failure to list Par Funding as a creditor of INC is revealing. INC, in its sworn bankruptcy filings, does not acknowledge any MCA Agreements as its own corporate obligation. Rather, the failure to list the MCA Agreements acknowledges that Redmond intended for these to be obligations of the non-existent LLC. Accordingly, Redmond did not "mistakenly" execute the

MCA Agreements in the name of LLC. Rather, he executed the MCA Agreements in LLC's name with the specific intent to avoid INC incurring these obligations.

44. The use of the similarly sounding, but legally distinct, corporate names reveals an intent to obscure or conceal INC's obligations.

45. The intent to obscure or conceal the obligations is further supported by LLC's misappropriation and improper use of INC's EIN number in the MCA Agreements.

46. INC's Bankruptcy Case is ongoing, and the company has not taken any steps to discharge the Par Funding obligations.

D. Bene Market Further Misappropriates the EIN Number

47. The Receiver's review indicates that, while Redmond never executed an MCA Agreement in the name of National Brokers of America INC, he did execute one other MCA Agreement through Bene Market.

48. An MCA Agreement dated February 12, 2020 (the "February 12, 2020 MCA Agreement") identifies "Bene Market LLC" as the legal business name of the Merchant/Seller. A true and correct copy of the February 12, 2020 MCA Agreement is attached hereto as Exhibit 7.

49. The February 12, 2020 MCA Agreement provides that Bene Market's physical address is 2525 N. 12th Street, Suite 390, Reading, Pennsylvania19605. This is the same address used by LLC. (Ex. 7, p. 2.)

50. Moreover, the February 12, 2020 MCA Agreement provides that Bene Market's EIN is 46-2170162. (*Id.*)

51. This is the exact same EIN number used by LLC in previous MCA Agreements, as well as the same EIN that INC is using in connection with the Bankruptcy Case.

52. As with documents for LLC and INC, Redmond authorized and executed Bene Market's February 12, 2020 MCA Agreement. (*Id.*, p. 16.) Upon information and belief, Redmond is the owner of Bene Market.

53. Pursuant to the terms of the February 12, 2020 MCA agreement, Par Funding purchased \$1,400,000 in receivables from Bene Market for a price of \$1,000,000. (*Id.*, p. 2.)

54. The Receiver's investigation has identified Bene Market as a Delaware entity duly authorized to perform business in Pennsylvania.

55. Specifically, Bene Market organized as a Delaware limited liability company on May 25, 2016. It currently has no authorized agent.

56. The Receiver's investigation has revealed that Bene Market may be a successor entity to National Brokers of America Inc. On August 31, 2020, the United States Secretary of Labor, Eugene Scalia commenced an action against Bene Market, National Brokers of America, Inc., Alan Redmond, and Stephanie Miller in the United States District Court for the Eastern District of Pennsylvania, at Case No. 5:20-cv-04265-J. A true and correct copy of the docket and complaint (the "Labor Complaint") is attached hereto as Exhibit 8.

57. As identified in the Labor Complaint, the United States Secretary of Labor commenced the action against Bene Market and INC based upon an alleged violation of the Fair Labor Standards Act of 1938, codified at 29 U.S.C. § 201, *et seq.* (Ex. 8, p.1.)

58. As alleged in the Labor Complaint:

Defendant National Brokers was engaged in health insurance sales to and customer service for customers located outside the Commonwealth of Pennsylvania until it ceased operations in 2018. At the time Defendant National Brokers ceased operations, Defendant Bene Market assumed control over all of the employees and business operations of Defendant National Brokers. To the extent Defendant National Brokers is unable to provide adequate monetary relief for its violations of the Act due to financial insolvency, Defendant Bene Market is a successor in interest to

Defendant National Brokers, and is liable for conduct of Defendant National Brokers both directly as part of a single enterprise and as a successor in interest.

(Ex. 8, ¶ 3.)

59. Although these statements in the Labor Complaint are only allegations, Bene Market's use of INC's EIN number, as well as Redmond's authority over both entities, supports the Receiver's belief that Bane Market and INC are alter egos and/or successors.

60. Redmond ultimately entered into a "reload" of the February 12, 2020, MCA Agreement between Bene Market and Par Funding through a subsequent MCA Agreement dated July 1, 2020, between National Brokers of America LLC and Par Funding.

E. Liability for the Debts of the Other Entities

61. Eight (8) MCA Agreements remain outstanding in which National Brokers of America LLC is listed as the counterparty. Redmond is also a guarantor on these outstanding MCA Agreements. A summary of the outstanding MCA Agreements is attached hereto as Exhibit 9.

62. LLC and Redmond's payment obligations to Par Funding total \$35,293,618.31.

(Ex. 9.)

63. Upon information and belief, Bene Market is an alter ego of Redmond or any business conducted by Redmond under the non-existent LLC name.

64. Upon information and belief, Bene Market is successor to any business conducted by Redmond under the non-existent LLC name.

65. Redmond is the common "owner" for INC, Bene Market, and the non-existent LLC entity. Redmond made the decision regarding and directed which enterprises would incur various obligations with Par Funding, and further misappropriated EIN numbers across the enterprises.

66. As LLC is a non-existent entity, any action purportedly taken by the LLC was in fact done in Redmond's individual and personal capacity.

67. Moreover, as reflected in the various MCA Agreements, Redmond personally guaranteed any obligation of LLC.

F. Breaches of the Various MCA Agreements and Other Obligations

68. Redmond improperly asserted the corporate existence of National Brokers of America LLC to accept millions of dollars of funding from Par Funding. Redmond knew or should have known that LLC is not a duly authorized corporate entity.

69. Redmond misappropriated EIN's across multiple corporate entities (or purported entities) to further his receipt of funding from Par Funding.

70. The non-existent National Brokers of America LLC defaulted under the relevant MCA Agreements. These defaults include the failure to pay amounts owed as well as breach of the relevant representations and warranties.

71. Redmond breached his personal guarantee under the terms of the merchant agreements through the failure to pay the amounts owed.

72. Redmond is further personally liable for any actions taken by the non-existent LLC entity.

73. The Receiver seeks to lift the Litigation Injunction to pursue the outstanding amount of \$35,293,618.31 that National Brokers of America, Inc.; National Brokers of America, LLC; Bene Market, LLC; and/or Redmond owe to Par Funding.

74. The Receiver intends to pursue various claims against LLC and Redmond.

75. Additionally, the Receiver may potentially pursue claims against Bene Market based upon alter ego and/or successor liability theories.

ARGUMENT

A district court enjoys broad equitable powers to appoint a receiver over assets disputed in litigation before the court. The receiver's role, and the district court's purpose in the appointment, is to safeguard the disputed assets, administer the property as suitable, and to assist the district court in achieving a final, equitable distribution of the assets if necessary. *See* 13 Moore's Federal Practice ¶¶ 66.02–.03 (3d ed.1999). A district court's equitable purpose demands that the court be able to exercise control over claims brought against receivership assets. The receivership court has a valid interest in both the value of the claims themselves and the costs of defending any suit as a drain on receivership assets. *See SEC v. Universal Fin.*, 760 F.2d 1034, 1038 (9th Cir.1985).

The district court may require parties to bring all such claims before the receivership court for disposition pursuant to summary process consistent with the equity purpose of the court. *See SEC, Mosburg v. Basic Energy & Affiliated Resources, Inc.*, 273 F.3d 657, 668 (6th Cir.2001). The district court may also authorize, to the extent that the court deems appropriate, "satellite" litigation in forums outside of the receivership court to address ancillary issues. However, the receivership court typically retains jurisdiction over any attempt at execution of a judgment in such situations. *Liberte Capital Grp., LLC v. Capwill*, 462 F.3d 543, 552 (6th Cir. 2006).

Receivership courts generally rely on a three-factor test to adjudicate requests to lift the litigation stay injunction. These factors include:

- (1) whether refusing to lift the stay genuinely preserves the status quo or whether the moving party will suffer substantial injury if not permitted to proceed;
- (2) the time in the course of the receivership at which the motion for relief from the stay is made; and
- (3) the merit of the moving party's underlying claim.

S.E.C. v. Byers, 592 F. Supp. 2d 532, 536 (S.D.N.Y. 2008), *aff'd*, 609 F.3d 87 (2d Cir. 2010)

The three factors weigh in favor of lifting the Litigation Injunction to allow the Receiver to pursue the claims. Regarding the first element, the Receiver will suffer substantial injury if prohibited from pursuing these proposed claims. National Brokers of America, Inc.; National Brokers of America, LLC; Bene Market, LLC; and Alan Redmond owe CBSG substantial sums under the relevant MCA Agreements and/or guarantees. The Receiver seeks to collect these amounts for the benefit of the Receivership Estate.

Secondly, the timing is appropriate in this instance to lift the Litigation Injunction. While the initial phase of a receivership often involves fact investigation and determining which claims, if any, the Receiver might pursue, the Receiver has now determined that this litigation is necessary to promote the orderly administration of the estate. Finally, the claims against National Brokers of America, Inc.; National Brokers of America, LLC; Bene Market, LLC; and Alan Redmond are meritorious. LLC and Bene Market executed agreements obligating them to pay Par Funding, and Redmond guaranteed these obligations.

Beyond the monetary default, the Receiver possesses potential claims for alter ego and/or successor liability based upon Redmond's actions to misappropriate EIN numbers and obscure obligations through the corporate form. Accordingly, lifting the Litigation Injunction is appropriate to allow the Receiver, on behalf of Par Funding, to pursue claims against National Brokers of America, Inc.;³ National Brokers of America, LLC; Bene Market, LLC; and Alan Redmond. A proposed Order granting this relief is attached as Exhibit 10.

³ Given INC's bankruptcy proceedings, the automatic stay prohibits new actions against INC. As INC did not list Par Funding as a creditor, however, the Receiver may pursue potential claims against INC following the bankruptcy. Accordingly, the Receiver seeks to lift the Litigation Injunction against INC for potential claims following the conclusion of the bankruptcy.

CONCLUSION

WHEREFORE, the Receiver respectfully request that the Court enter an Order lifting the Litigation Injunction to allow the Receiver to pursue claims National Brokers of America, Inc.; National Brokers of America, LLC; Bene Market, LLC; and Alan Redmond.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with all counsel of record and unrepresented parties in this matter regarding the relief sought through this motion and certifies that all counsel of record and unrepresented parties have confirmed that they and/or their clients either do not oppose, take no position, or have not responded with their position with respect to the relief sought. The SEC also takes no position on the motion to lift the litigation injunction. Its position on the underlying transaction was not solicited and therefore none was provided.

Dated: May 12, 2021

Respectfully Submitted,

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Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 12, 2021, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

Exhibit “1”



141 N. 2nd Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-803-4886

MERCHANT AGREEMENT

Agreement dated April 28, 2015 between Complete Business Solutions Group, Inc. ("CBSG" and/or "FUNDER") and the merchant listed below ("the Merchant").

Business Legal Name: NATIONAL BROKERS OF AMERICA LLC
D/B/A: NATIONAL BROKERS OF AMERICA

Type of entity (check one) Corporation LLC Limited Partnership Limited Liability Partnership Sole Proprietor

Physical Address: 2525 N. 12TH STREET, SUITE 390 CITY: READING STATE: PA ZIP: 19605

Mailing Address: 2525 N. 12TH STREET, SUITE 390 CITY: READING STATE: PA ZIP: 19605

Fed ID#: [REDACTED] 0162

PURCHASE AND SALE OF FUTURE RECEIVABLES

Merchant hereby sells, assigns and transfers to CBSG (making CBSG the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future receipts, accounts, contract rights and other obligations arising from or relating to the payment of monies from Merchant's customers' and/or other third party payers (collectively the "Receipts" defined as all payments made by cash, check, credit or debit card, electronic transfer or other form of monetary payment in the ordinary course of the merchant's business) until such time as the "Receipts Purchased Amount" has been delivered by Merchant to CBSG.

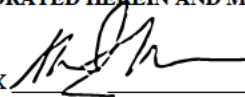
The Purchased Amount shall be paid to CBSG by Merchant's irrevocably authorizing only one depositing account acceptable to CBSG (the "Account") to remit the percentage specified below (the "Specified Percentage") of the Merchant's receipts, until such time as CBSG receives payment in full of the Receipts Purchased Amount. In consideration of servicing the account, the Merchant hereby authorizes CBSG to ACH debit the "Specified Daily Amount" from the merchant's bank account as the base payment credited against the Specified Percentage due. It is the Merchant's responsibility to provide bank statements for any and all bank accounts by the Merchant to reconcile the daily payments made against the Specified Percentage permitting CBSG to debit or credit the difference to the merchant so that payment equals the Specified Percentage. Failure to provide all of their bank statements in a timely manner or missing a month shall forfeit all rights to future reconciliations. CBSG may upon Merchant's request, adjust the amount of any payment due under this Agreement at CBSG's sole discretion and as it deems appropriate in servicing this Agreement. Merchant understands that it is responsible for ensuring that funds adequate to cover amount to be debited by CBSG remains in the account. Merchant will be held responsible for any fees incurred by CBSG resulting from a rejected ACH attempt or an event of default. (See Appendix A). CBSG is not responsible for any overdrafts or rejected transactions in the Merchants account which may result from CBSG's scheduled ACH debit under the terms of this agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement between CBSG and Merchant, upon the violation of any provision contained in Section 1.11 of the MERCHANT AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this agreement is contained in Appendix A.

~~By: [REDACTED] \$150,000.00 City: [REDACTED] State: [REDACTED] ZIP: [REDACTED] Fed ID#: [REDACTED]~~

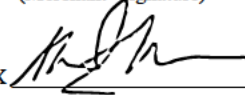
THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON
INCORPORATED HEREIN AND MADE A PART OF THIS M

1750/120 days. 210k for 150k (149k net)
A.R.

FOR THE MERCHANT
By: ALAN REDMOND

X 
(Merchant Signature)

OWNER
By: ALAN REDMOND

X 
(Owner Signature)

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By _____
Company Officer

To the extent set forth herein, each of the parties is obligated upon his, her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set forth below. Each of above-signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant, legally binding said Merchant to repay this obligation and that the information provided herein and in all of CBSG documents, forms and recorded interviews is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements between Merchant and CBSG and CBSG shall be entitled to all remedies available under law. Merchant and each of the above-signed Owners authorizes CBSG, its agents and representatives and any credit-reporting agency engaged by CBSG, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit report at any time now or for so long as Merchant and/Owner(s) continue to have any obligation owed to CBSG.

ANY MISREPRESENTATION MADE BY MERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION



141 N. 2nd Street Philadelphia, Pennsylvania 19106
 Phone: 215-922-2636 Fax: 888-803-4886

MERCHANT AGREEMENT TERMS AND CONDITIONS

I. TERMS OF ENROLLMENT IN PROGRAM

1.1 Electronic Fund Transfer. Upon request from CBSG ("FUNDER") Merchant shall execute such forms or agreements acceptable to FUNDER, with Bank acceptable to FUNDER, to obtain electronic fund transfer services. Merchant shall provide FUNDER, and/or its authorized agent with all the information, authorization and passwords necessary for verifying Merchant's receivable, receipts and deposits into the account Merchant shall authorize FUNDER and/or its agent to deduct the amounts owed to FUNDER for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from electronic check transactions and to pay such amounts to FUNDER by permitting FUNDER to withdraw the specified percentages by ACH debiting of the account. The authorization shall be irrevocable without the written consent of FUNDER.

1.2 Merchant Deposit Agreement. Merchant shall execute an agreement (the "Merchant Deposit Agreement") acceptable to FUNDER, with a Bank acceptable to FUNDER, to obtain electronic fund transfer services. Merchant shall provide FUNDER and/or its authorized agent with all of the information, authorizations and passwords necessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall authorize FUNDER and/or its agent to deduct the amounts owed to FUNDER for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from electronic check transactions and to pay such amounts to FUNDER by permitting FUNDER to withdraw the specified percentages by ACH debiting of the account. The authorization shall be irrevocable without the written consent of FUNDER.

1.3 Term of Agreement. This Agreement shall have a term of one year. Upon the expiration of the term, this Agreement shall automatically renew for successive one-year terms, provided, however, that during the renewal term(s) Merchant may terminate this Agreement upon ninety days' prior written notice (effective upon receipt) to FUNDER. The termination of this Agreement shall not affect Merchant's responsibility to satisfy all outstanding obligations to FUNDER at the time of termination.

1.4 Future Purchases. FUNDER reserves the right to rescind the offer to make any purchase payments hereunder, in its sole discretion.

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

1.6 Transactional History. Merchant authorizes their bank to provide FUNDER with Merchant's banking or processing history to determine qualification or continuation in this program.

1.7 Indemnification. Merchant and Guarantor(s) jointly and severally indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and

expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by FUNDER for monies owed to FUNDER from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by FUNDER.

1.8 No Liability. In no event will FUNDER be liable for any claims asserted by Merchant under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and Guarantor(s).

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

1.10 Sale of Receipts. Merchant and FUNDER agree that the Purchase Price under this Agreement is in exchange for the Purchased Amount and that such Purchase Price is not intended to be, nor shall it be construed as a loan from FUNDER to Merchant. Merchant agrees that the Purchase Price is in exchange for the Receipts pursuant to this Agreement equals the fair market value of such Receipts. FUNDER has purchased and shall own all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to FUNDER in respect to the full amount of the Receipts shall be conditioned upon Merchant's sale of products and services and the payment therefore by Merchant's customers in the manner provided in Section 1.1. In no event shall the aggregate of all amounts be deemed as interest hereunder and charged or collected hereunder exceed the highest rate permissible at law. In the event that a court determines that FUNDER has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and FUNDER shall promptly refund to Merchant any interest received by FUNDER in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that FUNDER not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law.

1.11 Power of Attorney Merchant irrevocably appoints FUNDER as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to FUNDER from Processor, or in the case of a violation by Merchant of Section 1.12 or the occurrence of an Event of Default under Section 4 hereof, from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to FUNDER; and (v) to file any claims or take any action or institute any proceeding which FUNDER may deem necessary for the collection of any of the unpaid

Purchased Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Purchased Amount.

1.12 Protections Against Default. The following Protections 1 through 7 may be invoked by FUNDER, immediately and without notice to Merchant in the event: (a) Merchant takes any action to discourage the use of electronic check processing that are settled through Processor, or permits any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase of Merchant's services and products including but not limited to direct deposit of any checks into a bank account without scanning into the FUNDER electronic check processor; (b) Merchant changes its arrangements with Processor in any way that is adverse to FUNDER; (c) Merchant changes the electronic check processor through which the Receipts are settled from Processor to another electronic check processor, or permits any event to occur that could cause diversion of any of Merchant's check transactions to another processor; (d) Merchant interrupts the operation of this business (other than adverse weather, natural disasters or acts of God) transfers, moves, sells, disposes, transfers or otherwise conveys its business or assets without (i) the express prior written consent of FUNDER, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to FUNDER; or (e) Merchant takes any action, fails to take any action, or offers any incentive—economic or otherwise—the result of which will be to induce any customer or customers to pay for Merchant's services with any means other than checks that are settled through Processor. These protections are in addition to any other remedies available to FUNDER at law, in equity or otherwise pursuant to this Agreement.

Protection 1. The full uncollected Purchase Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately

Protection 2. FUNDER may enforce the provisions of the Personal Guarantee of Performance against the Guarantor.

Protection 3. Merchant shall, upon execution of this Agreement, deliver to FUNDER an executed confession of judgment in favor of FUNDER in the amount of the Purchase Amount stated in the Agreement. Upon breach of any provision in this paragraph 1.11, FUNDER may enter that confession of judgment as a judgment with the Clerk of the Court and execute thereon.

Protection 4. FUNDER may enforce its security interest in the Collateral identified in Article III hereof.

Protection 5. The entire Purchase Amount shall become immediately refundable to FUNDER from Merchant.

Protection 6. FUNDER may proceed to protect and enforce its rights and remedies by lawsuit. In any such lawsuit, in which FUNDER shall recover judgment against Merchant, Merchant shall be liable for all of FUNDER's costs of lawsuit, including but not limited to all reasonable attorneys' fees and court costs.

Protection 7. Merchant shall, upon execution of this Agreement, deliver to FUNDER an executed assignment of lease of Merchant's premises in favor of FUNDER. Upon breach of any provision in this

Merchant Initials [REDACTED]



paragraph 1.12, FUNDER may exercise its rights under such assignment of lease.

Protection 8. FUNDER may debit Merchant's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Merchant's bank account or otherwise.

Protection 9. In the event Merchant changes or permits the change of the Processor approved by CBSG, or adds an additional Processor, in violation of Section 1.11 above, CBSG shall have the right, without waiving any of its rights and remedies and without notice to Merchant, to notify the new or additional Processor of the sale of the Receipts hereunder and to direct such new or additional Processor to make payment directly to CBSG of all or any portion of the amount received by such Processor.

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

1.14 **Confidentiality.** Merchant understands and agrees that the terms and conditions of the products and services offered by FUNDER, including this Agreement and any other FUNDER documentations (collectively, "Confidential Information") are proprietary and confidential information of FUNDER. Accordingly unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of FUNDER to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this Section 1.13.

1.15 **Publicity.** Merchant and each Owner only authorizes FUNDER to use its, his or her name in a listing of clients and in advertising and marketing materials with their express written consent.

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

II. REPRESENTATIONS, WARRANTIES AND COVENANTS Merchant represents, warrants and covenants that as of this date and during the term of this Agreement:

2.1 **Financial Condition and Financial Information.** Its bank and financial statements, copies of which have been furnished to FUNDER, and future statements which will be furnished hereafter at the discretion of FUNDER, fairly represent the financial condition of Merchant at such dates, and since those dates there has been no material adverse changes, financial or otherwise, in such condition, operation or ownership of Merchant. Merchant has a continuing, affirmative obligation to advise FUNDER of any material adverse

change in its financial condition, operation or ownership. FUNDER may request statements at any time during the performance of this Agreement and the Merchant shall provide them to FUNDER within 5 business days. Merchant's failure to do so is a material breach of this Agreement.

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

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

2.4 **Insurance.** Merchant will maintain business-interruption insurance naming CBSG as loss payee and additional insured in amounts and against risks as are satisfactory to FUNDER and shall provide FUNDER proof of such insurance upon request.

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

2.6 **Change of Name or Location.** Merchant will not conduct Merchant's businesses under any name other than as disclosed to the Processor and FUNDER or change any of its places of business.

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

2.8 **Estoppel Certificate.** Merchant will at any time, and from time to time, upon at least one (1) day's prior notice from FUNDER to Merchant, execute, acknowledge and deliver to FUNDER and/or to any other person, person firm or corporation specified by FUNDER, a statement certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and stating the dates which the Purchased Amount or any portion thereof has been repaid.

2.9 **No Bankruptcy.** As of the date of this Agreement, Merchant does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Merchant. Merchant further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it. In the event that the Merchant files for bankruptcy protection or is placed under an involuntary filing Protections 2 and 3 are immediately invoked.

2.10 **Working Capital Funding.** Merchant shall not enter into any arrangement, agreement or commitment that relates to or involves the Receipts, whether in the form of a purchase of, a loan against, collateral against or the sale or purchase of credits against, Receipts or future check sales with any party other than FUNDER.

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

141 N. 2nd Street Philadelphia, Pennsylvania 19106

Phone: 215-922-2636

Fax: 888-803-4886

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

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

III. EVENTS OF DEFAULT AND REMEDIES

3.1 **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant shall violate any term or covenant in this Agreement; (b) Any representation or warranty by Merchant in this Agreement shall prove to have been incorrect, false or misleading in any material respect when made; (c) Merchant shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts; (d) the sending of notice of termination by Guarantor; (e) Merchant shall transport, move, interrupt, suspend, dissolve or terminate its business; (f) Merchant shall transfer or sell all or substantially all of its assets; (g) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant; (i) Merchant shall use multiple depository accounts without the prior written consent of FUNDER; (j) Merchant shall change its depositing account without the prior written consent of FUNDER; (k) Merchant shall perform any act that reduces the value of any Collateral granted under this Agreement; or (l) Merchant shall default under any of the terms, covenants and conditions of any other agreement with FUNDER.

3.2 **Remedies.** In case any Event of Default occurs and is not waived pursuant to Section 4.4.1 hereof, FUNDER may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of Merchant's obligations hereunder (including the Personal Guarantee) or any other legal or equitable right or remedy. FUNDER may also file a Complaint in Confession of Judgment pursuant to the Warrant of Attorney contained herein. All rights, powers and remedies of FUNDER in connection with this Agreement may be exercised at any time by FUNDER after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

3.3 **WARRANT OF ATTORNEY TO CONFESS JUDGMENT.** UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, MERCHANT AND GUARANTOR IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT AND GUARANTOR FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS MERCHANT AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIEN PRIORITY

Merchant Initials _____



PURPOSES, EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEYS' COLLECTION FEES, WITH THE ACTUAL AMOUNT OF ATTORNEY'S FEES AND COSTS TO BE DETERMINED IN ACCORDANCE WITH THE SECTION OF THIS MERCHANT AGREEMENT "ATTORNEY'S FEES AND COLLECTION COSTS." TO THE EXTENT PERMITTED BY LAW, MERCHANT AND GUARANTOR: (1) WAIVE THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMN THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVE AND RELEASE ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HEREINAFTER ENACTED; AND (3) RELEASE ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS MERCHANT AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF FUNDER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHANT AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT AND GUARANTOR SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS FUNDER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS BUSINESS CASH ADVANCE AND SECURITY AGREEMENT SHALL BE A SUFFICIENT WARRANT THEREFOR. FUNDER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT OR GUARANTOR HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT'S OR GUARANTOR'S BEHALF FOR ANY REASON, FUNDER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT OR GUARANTOR FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

3.4 Costs. Merchant shall pay to FUNDER all reasonable costs associated with (a) a breach by

Merchant of the Covenants in this Agreement and the enforcement thereof, and (b) the enforcement of FUNDER's remedies set forth in Section 4.2 above, including but not limited to court costs and attorneys' fees.

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

IV. MISCELLANEOUS

4.1 Modifications; Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by FUNDER.

4.2 Assignment; Agreements. FUNDER may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part.

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

4.4 Waiver Remedies. No failure on the part of FUNDER 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 thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

4.5 Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Merchant, FUNDER and their respective successors and assigns, except that Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of FUNDER which consent may be withheld in FUNDER's sole discretion. FUNDER reserves the rights to assign this Agreement with or without prior written notice to Merchant. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if FUNDER so elects, be instituted in any court sitting in Pennsylvania, (the "Acceptable Forums"). Merchant agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant waives any right to oppose any motion or application made by FUNDER to transfer such proceeding to an Acceptable Forum.

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

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under this Agreement shall have been satisfied in full and this Agreement shall have terminated.

4.7 Severability. In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

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

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

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

4.11 Counterparts & Facsimile/Email Signatures. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, all of which together shall be deemed one and the same instrument. Further, facsimile and email signatures shall be deemed to be originals for all purposes.



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SECURITY AGREEMENT AND GUARANTY

Merchant's Legal Name: NATIONAL BROKERS OF AMERICA LLC

Guarantor's Legal Name: ALAN REDMOND

Physical Address: 2525 NORTH 12TH STREET, SUITE 3, READING, PA 19605

FED ID # (Merchant) [REDACTED] 7-162

SS # (Guarantor): [REDACTED] -5092

SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to FUNDER under the Merchant Agreement (the "Factoring Agreement"), Merchant hereby grants to FUNDER a security interest in (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Merchant; and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the "Collateral").

Cross-Collateral. To secure Guarantor's payment and performance obligations to FUNDER under this Security Agreement and Guaranty (the "Agreement"), Guarantor hereby grants FUNDER a security interest in __ (the "Additional Collateral"). Guarantor understands that FUNDER will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement.

Merchant and Guarantor each acknowledge and agree that any security interest granted to FUNDER under any other agreement between Merchant or Guarantor and FUNDER (the "Cross-Collateral") will secure the obligations hereunder and under the Merchant Agreement.

Merchant and Guarantor each agrees to execute any documents or take any action in connection with this Agreement as FUNDER deems necessary to perfect or maintain FUNDER's first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of any account control agreements. Merchant and Guarantor each hereby authorizes FUNDER to file any financing statements deemed necessary by FUNDER to perfect or maintain FUNDER's security interest, which financing statement may contain notification that Merchant and Guarantor have granted a negative pledge to FUNDER with respect to the Collateral, the Additional Collateral and the Cross-Collateral, and that any subsequent lien or may be tortuously interfering with FUNDER's rights. Merchant and Guarantor shall be liable for and FUNDER may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by FUNDER in protecting, preserving and enforcing FUNDER's security interest and rights.

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

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

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

GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to FUNDER, Merchant's performance of all of the representations, warranties, covenants made by Merchant in this Agreement and the Merchant Agreement, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due (i) at the time of any breach by Merchant of any representation, warranty, or covenant made by Merchant in this Agreement and the Merchant Agreement, and (ii) at the time Merchant admits its inability to pay its debts, or makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Merchant seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.

Guarantor Waivers. In the event that Merchant fails to make a payment or perform any obligation when due under the Merchant Agreement, FUNDER may enforce its rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral, Additional Collateral or Cross-Collateral. FUNDER may hold pursuant to this Agreement or any other guaranty.

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



141 N. 2nd Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-803-4886


collateral provided by Merchant or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation ; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that FUNDER must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Agreement shall include that amount.

GUARANTOR ACKNOWLEDGEMENT. Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

JOINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or entities constituting Guarantor under this Agreement are joint and several.

MERCHANT

By: ALAN REDMOND


(Signature)




EIN# [REDACTED] 0162

Driver's License Number: [REDACTED]

OWNER/GUARANTOR

BY: ALAN REDMOND


(Signature)



SS# [REDACTED] 5092

Driver's License Number: [REDACTED]

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY.

CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.



141 N. 2nd Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-803-4886

DISCLOSURE FOR CONFESSION OF JUDGMENT

AFFIANT: ALAN REDMOND

OBLIGEE: Complete Business Solutions Group, Inc. d/b/a Par Funding

The undersigned has executed, and/or is executing, on even date herewith, one or more of the following instruments under which the undersigned is obligated to repay monies to Obligee:

1. Merchant Agreement dated April 28, 2015; and


A. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY ENTER JUDGMENT BY CONFESSION AGAINST THE UNDERSIGNED. BEING FULLY AWARE OF THE UNDERSIGNED'S RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE UNDERSIGNED BY OBLIGEE THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE UNDERSIGNED BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE UNDERSIGNED IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS. BEING FULLY AWARE OF THE UNDERSIGNED'S RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT OR JUDGMENTS), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGEE'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE UNDERSIGNED.

C. The undersigned hereby certifies that the financial accommodations being provided by the Obligee are for a business purpose, and not for personal, family or household use.

D. The statements made in this Disclosure for Confession of Judgment are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.


MERCHANT
By: ALAN REDMOND


(Signature)



EIN#: [REDACTED] 0162

Driver's License Number: [REDACTED]


(Signature)



OWNER/GUARANTOR
BY: ALAN REDMOND

SS# [REDACTED] 5092

Driver's License Number: [REDACTED]



141 N. 2nd Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fax: 888-803-4886

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

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

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Merchant authorizes Funder to disburse the Cash Advance Proceeds less the amount of any applicable fees upon approval by initiating an ACH credit to the checking account indicated below (or a substitute checking account Merchant later identifies and is acceptable to Funder) (hereinafter referred to as the "Designated Checking Account") in the disbursal amount set forth in the accompanying documents. This authorization is to remain in full force and effect until Funder has received written notification from Merchant of its termination in such time and in such manner as to afford Funder and Merchant's depository bank a reasonable opportunity to act on it.

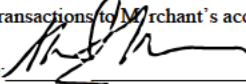

AUTOMATIC PAYMENT PLAN: Enrollment in Funder's Automatic Payment Plan is required for approval. By signing below, Merchant agrees to enroll in the Automatic Payment Plan and authorizes Funder to collect payments required under the terms of Merchant Agreement by initiating ACH debit entries to the Designated Checking Account in the amounts and on the dates provided in the payment schedule set forth in the accompanying Merchant Agreement. Merchant authorizes Funder to increase the amount of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled payment(s) that was not paid as provided in the payment schedule and any unpaid Fees. This authorization is to remain in full force and effect until Funder has received written notification from Merchant of its termination in such time and in such manner as to afford Funder and Merchant's depository bank a reasonable opportunity to act on it. Funder may suspend or terminate Merchant's enrollment in the Automatic Payment Plan immediately if Merchant fails to keep Merchant's designated checking account in good standing or if there are insufficient funds in Merchant's checking account to process any payment.

If Merchant revokes the authorization or Funder suspends or terminates Merchant's enrollment in the Automatic Payment Plan, Merchant still will be responsible for making timely payments pursuant to the alternative payment methods described in the Merchant Agreement.

BUSINESS PURPOSE ACCOUNT: By signing below, Merchant attests that the Designated Checking Account was established for business purposes and not primarily for personal, family or household purposes.

ACCOUNT CHANGES: Merchant agrees to notify Funder promptly if there are any changes to the account and routing numbers of the Designated Checking Account

MISCELLANEOUS: Funder is not responsible for any fees charged by Merchant's bank as the result of credits or debits initiated under this agreement. The origination of ACH transactions to Merchant's account must comply with the provisions of U.S. law.

Signature:  Date: ██████████ 

Bank Name: ██████████

City: ██████████ State: ██ Zip: ██████

Routing Number: ██████████

Account Number: ██████████

Business Name on Account: ████████████████████

Address on Account: ██

Merchant Phone #: ██████████ Tax ID Number: ██████████

Signature:  

Title: ██████████



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Phone: 215-922-2636 Fax: 888-803-4886

BANK ACCOUNT DISCLOSURE AFFIDAVIT

For the purpose of obtaining the Business Cash Advance evidence by the Merchant Agreement of this same date herewith (the "Business Cash Advance") from Complete Business Solutions Group, Inc., the undersigned Merchant hereby makes the following statement under penalty of law:

PLEASE SIGN

DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Merchant hereby declares that in addition to the designated for ACH debit, the Merchant also has the following additional account(s) which he authorizes us to use in the event we are unable to debit from the designated account:




Bank Name
Name on Account
Account Number
Routing Number
Fed ID number associated with this account
Name associated with this account
Phone number of person whose name is associated with this account

Bank Name
Name on Account
Account Number
Routing Number
Fed ID number associated with this account
Name associated with this account
Phone number of person whose name is associated with this account

Bank Name
Name on Account
Account Number
Routing Number
Fed ID number associated with this account
Name associated with this account
Phone number of person whose name is associated with this account

Bank Name
Name on Account
Account Number
Routing Number
Fed ID number associated with this account
Name associated with this account
Phone number of person whose name is associated with this account

attach additional pages if necessary

Signature  Dated  



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CUSTOMER AUTHORIZATION TO RESUME ACH DEBITING FORM

NAME OF MERCHANT : _____

CUSTOMER INFORMATION (To be filled out by the customer)

I authorize Company (as shown above) to resume electronically debiting my bank account as detailed below, including a non-sufficient fund fee if applicable, until the debt to the company is paid in full.

Full Name on Account: _____

Account #: _____ Routing #: _____


Account Type (select one): Checking Savings

Account Class (select one): Consumer Account Business Account

Payment amount: _____

Date of next payment: _____ Frequency of payments: _____

I understand that I may cancel this authorization by contacting the company at least five (5) business days prior to the payment due date. I further understand that canceling my ACH authorizations does not relieve me of the responsibility of paying my account in full, and that if I cancel or revoke this authorization before the debt is paid in full, the Company may take additional actions including legal actions to secure the debt.

Customer signature:  _____

Date: _____

Customer Printed Name: _____

Customer contact Telephone #: _____



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Dear Merchant,

Thank you for accepting this offer from Complete Business Solutions Group D/b/a Par Funding. We look forward to being your funding partner for as long as you need.

Daily ACH Program:

Complete Business Solutions Group will require viewing access to your bank account prior to funding as part of our underwriting process, as well as during the time you have a balance with our company.

Please be assured that we carefully safeguard your confidential information and only essential top level personnel will have access to it.

Please fill out the form below with the information necessary to access your account.

**Be sure to indicate capital or lower case letters.

NAME OF BANK: [REDACTED] _____

BANK PORTAL WEBSITE: [REDACTED] _____

USERNAME: [REDACTED] _____

PASSWORD: [REDACTED] _____

SECURITY QUESTION/ANSWER 1: [REDACTED] _____

SECURITY QUESTION/ANSWER 2: _____

SECURITY QUESTION/ANSWER 3: _____




ANY OTHER INFORMATION NECESSARY TOO ACCESS YOU ACCOUNTS:

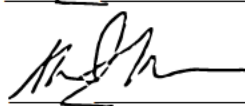




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APPENDIX A: THE FEE STRUCTURE

1. Origination Fee: \$995.00 to cover underwriting and related expenses
2. ACH Program Fee - \$399.00 – The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
3. NSF Fee - \$75.00 (each) - Up to FOUR TIMES ONLY before a default is declared;
4. Rejected ACH - \$100.00 – If a merchant directs the bank to reject our debit ACH;
5. Bank Change Fee - \$50.00 – If a merchant requires a change of account to be debited requiring us to adjust our system;
6. Blocked Account - \$2,500.00 – If a merchant blocks CBSG’s ACH debit of the Account, bounces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-card processors to process its receipts;
7. Default Fee - \$5,000 default fee and 30% collection costs – If a merchant changes bank accounts or switches to another credit card processor without CBSG’s consent, or commits another default pursuant to the Agreement;
8. Miscellaneous Service Fees – Merchant shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be charged \$30.00 for a Fed Wire. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$25.00 for every additional change of their operating bank account once they are active with CBSG. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
9. Risk Assessment Fee - \$249.00
10. UCC Fee – 195.00

Merchant Signature:  Name:  

Guarantor Signature:  Name:  

4828-2033-7954, v. 1

Exhibit “2”



Thu Apr 29 2021

Entity#: 2175548
Filing Type: CORPORATION FOR PROFIT
Original Filing Date: 02/21/2013
Location: WARREN-
Business Name: NATIONAL BROKERS OF AMERICA INC.

Status: Active
Exp. Date: -

Agent/Registrant Information

NORTHWEST REGISTERED AGENT SERVICE, INC.
6545 MARKET AVENUE N.SUITE 100
NORTH CANTON OH 44721
04/09/2015
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/FOR PROFIT	02/21/2013	201305200793
DOMESTIC AGENT ADDRESS CHANGE	04/09/2015	201510000396
TRADE NAME/ORIGINAL FILING	10/12/2016	201628601688
TRADE NAME/ORIGINAL FILING	10/12/2016	201628601776



Thu Apr 29 2021

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 29th of April, A.D. 2021

Ohio Secretary of State

Exhibit “3”

FUNDING PRE-QUALIFICATION

CONGRATULATIONS!

You Have Been Pre-Qualified for Business Funding

To finalize your business funding, we need additional information and documents from you so we can complete our decision-making process. Along with this Funding Pre-Qualification, we are sending you a proposed Agreement for the Purchase and Sale of Future Receivables ("Agreement") and related documents. Please carefully review the Agreement and related documents in their entirety. If you find any errors, please contact your account specialist before signing and returning them.

You have been pre-qualified based on our preliminary review of the information you have provided. Your pre-qualification is not a guaranty of funding nor a commitment to fund. You must provide the requested additional information, sign and return the Agreement and related documents sent to you, and our underwriting department will make a final determination regarding the terms of your Agreement. Any misrepresentation relating to any information you have provided to us or may provide to us in the future or any adverse change in your financial condition or status may void this pre-qualification offer. Pre-qualification is subject to withdraw, change, and/or cancellation at any time if you no longer meet the requirements for the requested funding.

We must receive the additional required information and the signed Agreement and related documents within 10 days of the date of the Agreement. Otherwise, we will consider your application to be withdrawn and this offer void.

QUALIFIED: \$ 1,500,000.00

YOUR UNDERWRITER IS: WENDY FURMAN

THE FOLLOWING MUST BE PROVIDED OR COMPLETED:

- DRIVER'S LICENSE (COLOR COPY)
- VOIDED CHECK
- AR OR LIST OF CLIENTS OR MERCHANT STATEMENTS
- COMPLETION OF OUR ONSITE INSPECTION
- BANK LOGIN OR DECISION LOGIC
- COMPLETION OF OUR SATISFACTION SURVEY

AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

This Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”) is made as of MARCH 17, 2020, and is by and between Complete Business Solutions Group, Inc. d/b/a Par Funding and the business identified below. Capitalized terms in this Purchase Agreement and accompanying documents shall have the meanings set forth in the “Definitions” section of this Purchase Agreement unless otherwise defined herein.

Legal Business Name (“Merchant Seller”)	NATIONAL BROKERS OF AMERICA LLC	
D/B/A	NATIONAL BROKERS OF AMERICA DBA BENEMARKETS DBA UC CONSOLIDATION	
Type of Business Entity	<i>Corporation (CORP)</i>	
	<i>LLC (LLC)</i>	X
	<i>Limited Partnership (LP)</i>	
	<i>Limited Liability Partnership (LLP)</i>	
	<i>Sole Proprietor (SP)</i>	
Physical Address	2525 N 12TH STREET STE 390, READING, PA 19605	
Mailing Address	2525 N 12TH STREET, STE 390, READING, PA 19605	
Business Phone		
Business E-mail		
Federal EIN No.	[REDACTED] 0162	
“Owner” (authorized to execute this Purchase Agreement on behalf of Merchant Seller).	<i>Name</i>	ALAN REDMOND
	<i>Title</i>	
	<i>Home Address</i>	
	<i>Home Phone</i>	
	<i>Cell Phone</i>	
	<i>E-mail</i>	
	<i>Social Security No.</i>	[REDACTED]-5092
Broker Information	<i>Name</i>	
	<i>Phone</i>	

1. PURCHASE AND SALE TERMS:

Payoff Existing	\$3,500,250.00
Purchase Price New	\$1,500,000.00
Total Advance Amount	\$5,000,250.00
Specified Percentage	25%
Daily Specified Amount	\$12,212.15
Weekly Specified Amount	\$61,060.74
Amount of Weeks	52
Receivables Purchased Amount	\$6,350,317.50
Estimated Final Receipt Date	52 WEEKS FROM DATE OF FUNDING

Acknowledgement of Purchase and Sale Terms

FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by: SIGNATURE	
ALAN REDMOND	<i>Alan Redmond</i> 88BC6C5E4CAC458	←
FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by: SIGNATURE	
ALAN REDMOND	<i>Alan Redmond</i> 88BC6C5E4CAC458	←

COMPLETE BUSINESS SOLUTIONS GROUP, INC.
d/b/a PAR FUNDING

<i>Company Officer</i>

2. DEFINITIONS:

- a. **Account or Approved Account.** The deposit account designated by Merchant Seller and approved by Purchaser from which Payments will be remitted by Merchant Seller to Purchaser. All deposits in the Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- b. **Approved Account Bank.** The bank or financial institution where the Account or Approved is maintained.
- c. **Additional Sums.** Any sum, other than the Receivables Purchased Amount, due or that may become due under this Purchase Agreement from Merchant Seller to Purchaser.
- d. **ACH.** Automated Clearing House.
- e. **CBSG or Purchaser.** Complete Business Solutions Group, Inc. d/b/a Par Funding.
- f. **Collateral.** Any and all collateral pledged to secure the obligations under this Purchase Agreement

2000 PGA Blvd Suite 4440
Palm Beach Gardens, FL 33408
Office: 215-914-5540 | Fax: 888-305-7562

DS
AR
Please Initial

- g. **Daily Specified Amount or Daily Retrieval Rate.** The amount Purchaser shall deduct from the Account on a daily basis (weekends and federal holidays excluded) until such time as the Receivables Purchased Amount is delivered (*i.e.*, paid in full) to Purchaser. The Daily Specified Amount is an approximation of the base payment due under the Specified Percentage.
- h. **Debit.** Any debit made by Purchaser from the Account or Other Account as a Payment.
- i. **Expected Term.** The time from delivery of the Purchase Price until the Receivables are to be delivered in full by Merchant Seller to Purchaser.
- j. **Fee Schedule.** The schedule of fees attached hereto as Schedule A and made a part of this Purchase Agreement.
- k. **Guarantor.** Any individual or entity that guaranties Merchant Seller's obligations under this Purchase Agreement.
- l. **Guaranty.** Any guaranty signed by a Guarantor evidencing the Guarantor's agreement to guaranty Merchant Seller's obligations under this Purchase Agreement.
- m. **NSF Fees.** Any fee or charge that results from an Account or Other Account not having sufficient funds to cover the amount of any Payment or Debit, including, without limitation, fees or charges for rejected Debits or Payments made (or attempted) via ACH.
- n. **Other Account.** Any account from which Purchaser allows Merchant Seller to make a Payment that is not the Approved Account. All deposits in the Other Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- o. **Outside Fees.** Fees paid to any third party in connection with the execution or negotiation of this Purchase Agreement.
- p. **Owner.** Individual(s) or entity(ies) executing this Purchase Agreement on behalf of the Merchant Seller.
- q. **Parties.** Merchant Seller, Guarantor(s) and CBSG, collectively.
- r. **Payments.** Payments made or to be made by Merchant Seller as the means for delivery of the Receivables by Merchant Seller to Purchaser.
- s. **Processor.** Third party being used by Merchant Seller on the date of the Purchase Agreement, or as otherwise approved by Purchaser, through which electronic checks, credit card payments or other payments are processed or the settlement of Receivables.
- t. **Purchase Agreement.** This Agreement for the Purchase and Sale of Future Receivables, any and all documents executed in connection herewith as a condition precedent to its effectiveness, and any and all exhibits incorporated herein by reference.
- u. **Purchase Price.** The total dollar amount CBSG is paying to Merchant Seller in exchange for the Receivables and pursuant to the terms of this Purchase Agreement.
- v. **Purchaser or CBSG.** Complete Business Solutions Group, Inc. d/b/a Par Funding.
- w. **Receivables.** Any and all payments made to Merchant Seller by cash, check, credit or debit card, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, without limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations due to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Merchant Seller's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to CBSG.
- x. **Receivables Purchased Amount or RPA.** The total amount of Receivables Merchant Seller is selling to CBSG in exchange for the Purchase Price and pursuant to the terms of this Purchase Agreement.

3. **ACKNOWLEDGEMENTS:**

2000 PGA Blvd Suite 4440
 Palm Beach Gardens, FL 33408
 Office: 215-914-5540 | Fax: 888-305-7562

US
 Please Initial 

- a. **No Promise of Additional Capital.** Merchant Seller acknowledges that neither CBSG nor anyone else has made a promise of additional capital in the form of other future-receivables purchases.
- b. **Sale of Additional Future Receivables.** Merchant Seller acknowledges that CBSG's policy is that a merchant seller may seek to sell to CBSG additional future receivables only after the merchant/seller has delivered to CBSG 55% of the receivables purchased by CBSG from the merchant/seller. CBSG may at its sole discretion chose to or not to purchase additional future receivables and to set the terms of the purchase of additional future receivables.
- c. **Outside Fee Not Permitted.** Merchant Seller acknowledges that CBSG does not allow Outside Fees and that no one has discussed additional fees (other than those set forth in the Fee Schedule) with Merchant Seller or any representative of Seller Merchant.
- d. **No Third-Party Contact.** Merchant Seller acknowledges that it has not had and will not have or maintain any contact with any third-party debt company regarding the Purchase Agreement.

4. **GENERAL TERMS:**

- a. **Execution of Documents.** As a condition precedent to the effectiveness of this Purchase Agreement, Merchant Seller shall execute the following documents, authorizations, and/or agreements in the form(s) acceptable to Purchaser and if requested by Purchaser.
 - i. **Bank Authorization.** Merchant Seller shall execute a written authorization with the Acceptable Account Bank to obtain electronic funds transfer services and allowing Purchaser and/or its agent to debit the Daily Specified Amount of any other Payment from the Account. Merchant Seller shall provide Purchaser and/or its authorized agent with all the information, authorization(s), and/or password(s) necessary for Purchaser: (1) to verify Merchant Seller's receivables, receipts and deposits into the Account, payments and debits made from the Account, and balance in the Account; and (2) to withdraw the Specified Daily Amount and/or other Payments via ACH debit. The authorization given and executed pursuant this section shall be irrevocable; however, notwithstanding the foregoing, it may be revoked with, and only with, the written consent of Purchaser.
 - ii. **Assignment of Lease.** Merchant Seller shall execute and deliver to Purchaser an "Assignment of Lease" in favor of Purchaser for any premises leased by or for Merchant Seller and used in connection with the operation of Merchant Seller's business and its business operations. The Assignment of Lease shall be in a form acceptable to Purchaser.
- b. **Term.** The Receivables Purchased Amount and any Additional Sums shall be delivered and/or paid in full by Merchant Seller to Purchaser during the Expected Term. To the extent Purchaser allows the Receivables Purchased Amount and/or any Additional Sums to be delivered and/or paid beyond the Expected Term, such allowance is not and shall not be deemed a waiver by Purchaser of any of it rights and/or remedies allowed under this Agreement. The provisions of this section shall survive expiration or termination of this Purchase Agreement.
- c. **Future Purchases.** Purchaser is under no obligation to make future purchases from Merchant Seller. To the extent the Purchase Price is being paid by Purchaser in incremental payments to Merchant Seller, Purchaser reserves the right, following a breach of or default under this Purchase Agreement, to withhold any incremental payment(s) not yet made.
- d. **Financial Condition.** Merchant Seller authorizes Purchaser and/or its agents to investigate its financial responsibility and history. Merchant Seller shall provide to Purchaser any bank or financial statements, tax returns, *etc.*, as Purchaser deems necessary prior to or at any time after execution of this Purchase Agreement. A photocopy of this authorization will be deemed acceptable for release to Purchaser of such financial information. Purchaser is authorized to collected updated information and financial profiles form Merchant Seller from time to time as Purchaser deems appropriate.
- e. **Transactional History.** Merchant Seller authorizes its banks or other financial institutions to provide Purchaser with Merchant Sellers's banking or processing history to determine Merchant Seller's qualification to continue with business relationships with Purchasers.

- f. **Monthly Assessment of Merchant Cash Flow.** Merchant Seller hereby authorizes Purchaser to initiate one or more ACH debits at the specified Daily Retrieval Rate from the Account as an approximation of the base payment due under the Specified Percentage. It is the Merchant Seller's responsibility to provide financial information (e.g. bank statements, credit card processing statements, general ledger) regarding its gross receivables and to reconcile the daily payments made against the Specified Percentage, permitting Purchaser to debit or credit the difference to Merchant Seller on a monthly basis so that the Daily Retrieval Rate equals the Specified Percentage.

5. **PURCHASE AND SALE OF RECEIVABLES.**

- a. In exchange for the Purchase Price, Merchant Seller hereby sells, assigns, and transfers to CBSG the Receivables, thereby making CBSG the absolute owner of the Receivables, which include, but are not limited to, any and all payments made to Merchant Seller by cash, check, credit or debit card, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, without limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations due to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Seller/Merchant's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to CBSG.
- b. The Purchase Price is being paid in exchange for the purchase and sale of the Receivables and is not intended to be, nor shall it be construed as, a loan from Purchaser to Merchant Seller. Merchant Seller agrees and acknowledges that the Purchase Price represents the fair market value of the Receivables. Purchaser has purchased and shall own all the Receivables up to the total Receivables Purchase Amount as the Receivables are created. Payments made to Purchaser towards the total Receivables Purchase Amount shall be conditioned upon (i) Merchant Seller's sale of products and/or services and (ii) the payment of such goods and/or services to Merchant Seller by its customers pursuant to the terms of this Purchase Agreement.
- c. In no event shall any amounts paid to or received by Purchaser (or any portion of any such amount) be construed as or considered to be interest (with the exception of any interest awarded pursuant to any award or judgment entered against Merchant Seller for a breach of this Purchase Agreement). In the event that any court of competent jurisdiction determines that Purchaser has improperly charged or received interest under this Purchase Agreement and that said amount is in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and Purchaser shall promptly refund to Merchant Seller any interest Purchaser received in excess of the maximum lawful rate. It is Merchant Seller's intent that it not pay or contract to pay and that Purchaser not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant Seller under applicable law.

6. **PAYMENT OF PURCHASE PRICE BY CBSG TO SELLER.** Unless otherwise set out in this Purchase Agreement, Purchaser shall wire the Purchase Payment Amount into the designated bank account of Merchant Seller upon execution of this Purchase Agreement.

7. **DELIVERY OF RECEIVABLES BY SELLER TO CBSG.**

- a. Merchant Seller shall deliver the Receivables to Purchaser by making Payments to Purchaser pursuant to the terms of this Purchase Agreement.
- b. **Merchant Seller hereby irrevocably authorizes Purchaser to debit on a daily basis the Daily Specified Amount from the Account. Notwithstanding the foregoing, debits shall not be made on weekends or on federal holidays, however, on the first business day after any federal holiday, the amount of the debit made shall be twice the Daily Specified Amount.**
- c. Merchant Seller shall ensure that funds adequate to cover any and all amounts to be debited by Purchaser are in the Account or Other Account when the Debit is scheduled to be and is made.

- d. Upon Merchant Seller's request, Purchaser may, in its sole discretion and judgment, adjust the amount of any Payment or Debit to be made under this Purchase Agreement. Any adjustment made by Purchaser pursuant to this section shall not be construed as a waiver of any of Purchaser's rights and/or remedies or of Merchant Seller's other obligations under this Purchase Agreement.
- e. Merchant Seller shall be responsible for and pay to Purchaser any and all NSF Fees upon the assessment of any such fee against Purchaser. Purchaser is not responsible for any overdrafts or rejected transactions that result to any Account or Other Account as a result of Purchaser making a schedule or otherwise agreed upon Debit from an Account or other Account.
- f. Merchant Seller shall provide to Purchaser Merchant Seller's bank statements for any and all bank accounts to allow Purchaser to reconcile the daily payments made against the Daily Specified Amount. Failure to provide all such bank statements in a timely manner shall forfeit all rights to future reconciliations.
8. **MERCHANT SELLER'S REPRESENTATIONS AND WARRANTIES.** Merchant Seller represents and warrants that as of the date of this Purchase Agreement and throughout the term of the Purchase Agreement as follows:
- a. **Financial Condition and Financial Information.** Current and future bank and financial statements Merchant Seller has furnished and/or will furnished to Purchaser do and shall fairly represent the financial condition of Merchant Seller as of the date of any such bank or financial statement. Merchant Seller has a continuing, affirmative obligation to advise Purchaser of any material or adverse change in its financial condition, operation, or ownership. Purchaser may request bank and financial statements from Merchant Seller at any time during the term of this Purchase Agreement. Upon Purchaser's request of bank and/or financial statements from Merchant Seller, Merchant Seller shall provide the request statement to Purchaser within five (5) business days of the request.
- b. **Business Purpose.** Merchant Seller is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates. Merchant Seller is entering into this Purchase Agreement *for business purposes only* and not as a consumer for personal, family, or household purposes.
- c. **Governmental Approvals.** Merchant Seller is in compliance and shall at all time remain in compliance with all laws and has all valid permits, authorizations, and licenses required and necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.
- d. **No Conflicting Obligations/Unencumbered Receivables.** There are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such Merchant Seller from: (i) negotiating and entering into this Purchase Agreement; or (ii) fulfilling its responsibilities and obligations under this Purchase Agreement. Unless otherwise disclosed to Purchaser and such disclosure acknowledged by Purchaser prior to the execution of this Purchase Agreement, Merchant Seller has good, complete, and marketable title to all Receivables, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges, and/or encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated by this Purchase Agreement or adverse to the interests of Purchaser.
- e. **No Bankruptcy.** As of the date of this Purchase Agreement, Merchant Seller is solvent and does not contemplate filing and has not filed any petition for bankruptcy protection under Title 11 of the United States Code, no involuntary petition has been brought or is pending against Merchant Seller, and there is presently no basis for an involuntary petition to be brought against it.
- f. **Authorization.** Merchant Seller and each of the individuals executing this Purchase Agreement and the Schedules and Exhibits hereto warrants and represents that he or she has full authority to execute this Purchase Agreement and the Schedules and Exhibits hereto and to bind the entity on whose behalf he or she is executing this Purchase Agreement and the Schedules and Exhibits hereto.

- g. **Receivables Outside of Bankruptcy Estate.** All Receivables, being the property of Purchaser, shall not be part of, not made part of, any Bankruptcy Estate.

9. **ADDITIONAL OBLIGATIONS.**

- a. **Insurance.** Merchant Seller shall maintain business-interruption insurance naming Purchaser as loss payee and additional insured in amounts and against risks as are satisfactory to Purchaser and shall provide Purchaser proof of such insurance upon request.
- b. **Change of Name or Location/Reference to DBA.** Merchant Seller shall conduct its business only under its legal businesses name or under a “doing-business-as” or “d/b/a” name previously disclosed to Purchaser. In the event Purchaser, in connection with any matter relating to the transactions contemplated by this Purchase Agreement, uses a “doing-business-as” or “d/b/a” name used by Merchant Seller (whether or not previously disclosed to Purchaser) to refer to Merchant Seller, Merchant Seller consents to and agrees that such use shall be deemed an acceptable reference to Merchant Seller’s legal name. Such use by Purchaser shall include, without limitation, use of a “doing-business-as” or “d/b/a” name in connection with the filing of any form under the Uniform Commercial Code and/or any other filing or notice.
- c. **Daily Batch Out.** Merchant Seller will settle receipts with the Processor on a daily basis.
- d. **Estoppel Certificate.** Upon the request of Purchaser, Merchant Seller shall execute and deliver to Purchaser (and/or to any other person, entity, firm, or corporation designated by Purchaser in its request) an “Estoppel Certificate” in the form Purchaser requires certifying that this Purchase Agreement is unmodified and in full force and effect and stating the dates on which Receivables Purchased Amount or any portion thereof has been repaid. Merchant Seller shall provide the requested Estoppel Certificate within one (1) business day of Purchaser’s request. In the event this Purchase Agreement has been modified and/or amended pursuant to the terms of this Purchase Agreement, the Estoppel Certificate shall state that the purchase Agreement is in full force and effect as modified and/or amended and stating the modifications and/or amendments.
- e. **Working Capital Funding.** With the exception of agreements between Merchant Seller and Purchaser that may be executed in the future, Merchant Seller shall not enter into any arrangement, agreement, contract, or commitment that in any way encumbers the Receivables, whether in the form of a purchase or sale, loan against, collateralization of, or the sale or purchase of credits against, Receivables or future check sales.
- f. **Third Party Negotiators.** Merchant Seller agrees that it shall not to retain any third-party negotiator, consolidator, or credit relief agency with regard to Merchant Seller’s obligations under this Purchase Agreement or to attempt to renegotiate or settle Merchant Seller’s obligations under this Purchase Agreement. Merchant Seller shall maintain and allow direct communication with Purchaser at all times during the course of this Purchase Agreement and shall not engage any third party to negotiate Merchant Seller’s obligations as stated in this Purchase Agreement. Merchant Seller consents to the imposition of the “Third Party Negotiator Fee” set forth in the Fee Schedule upon Merchant Seller’s breach of this section. The “Third Party Negotiator Fee” shall be included in and made part of Additional Payments due under this Purchase Agreement.
- g. **U.S. Bankruptcy.** The act of filing a petition for relief under the United States Bankruptcy Code shall not constitute an event of default under the terms of this Purchase Agreement. However, due to the fact that the Merchant Seller shall no longer be generating new Receivables, Purchaser shall have the right to take all existing, prepetition-purchased Receivables and proceeds of these Receivables immediately upon the filing of the petition for relief. Purchaser shall be permitted to collect all Receivables and all proceeds thereof until the purchased amount has been reached. Any remaining receivables and proceeds shall be the property of the Merchant Seller. Further, Merchant Seller agrees to indemnify Purchaser for any pre-petition Receivables, which are clawed-back into a bankruptcy estate, including any attorney fees and costs incurred as a result thereof.

10. EVENTS OF DEFAULT. Any of the following (directly or indirectly) shall constitute an “Event of Default” under this Purchase Agreement.

- a. Merchant Seller taking any action to discourage the use of electronic check processing of payment for Merchant Seller’s goods and/or services that are settled through a Processor or permitting any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase or payment of Merchant Seller’s goods and/or including, but not limited to, direct deposit of any check into a bank account without scanning into the Purchaser electronic check processor.
- b. Merchant Seller changing its arrangement(s) with any Processor in any way that is adverse to Purchaser.
- c. Merchant Seller changing the Processor through which electronic checks are processed for settling the Receivables or permitting any event to occur that could cause diversion of any of Merchant Seller’s check transactions to a new or different Processor other than the Processor being used as of the date of this Purchase Agreement.
- d. Merchant Seller interrupting the operation of its business (other than adverse weather, natural disasters, or acts of God).
- e. Merchant Seller transferring, moving, selling, disposing of, or otherwise conveying its business or assets or any ownership interest in Merchant/Seller without (i) Purchaser’s express, prior written consent and (ii) the written agreement of any purchaser or transferee of any of the foregoing to assume all of Merchant Seller’s obligations under this Purchase Agreement, which written agreement must be in a form satisfactory to Purchaser.
- f. Merchant Seller taking any action, failing to take any action, or offer any incentive (economic or otherwise), the result of which would be to induce any of Merchant Seller’s customer(s) and/or client(s) to pay for Merchant Seller’s goods and/or services with checks that are not settled through the Processor.
- g. Merchant Seller’s failure to comply with or violation of any duty, obligation, or provision contained in this Purchase Agreement.
- h. Merchant Seller’s failure to make any payment required under this Purchase Agreement.
- i. Merchant Seller’s breach of any representation or warranty contained in this Purchase Agreement.
- j. The discovery that any representation or warranty contained in this Purchase Agreement was incorrect, false, or misleading in any respect at the time the representation or warranty was made.
- k. Merchant Seller admitting in writing its inability to pay its debts or making a general assignment for the benefit of creditors; the institution of any proceeding by or against Merchant Seller seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.
- l. Merchant Seller sending a notice to Purchaser terminating or attempting to terminate this Purchase Agreement.
- m. Merchant Seller transporting, moving, interrupting, suspending, dissolving or terminating its business; transferring or selling all or substantially all of its assets; making or sending notice of any intended bulk sale or transfer.
- n. Merchant Seller’s use of multiple depository accounts without Purchaser’s prior written consent, changing the Account without Purchaser’s prior written consent.
- o. Merchant Seller perform any act that reduces the value of any Collateral granted under this Purchase Agreement;

p. Merchant Seller’s breach of default under any of the terms, covenants, and conditions of any other agreement with Purchaser.

11. **REMEDIES UPON AN EVENT OF DEFAULT.** Upon and Event of Default, Purchaser shall have the right, without limitation, to the following remedies (each a “Protection”), which are cumulative and not exclusive and are in addition to any other rights and/or remedies available to Purchaser at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law and/or in equity. Merchant Seller agrees to pay all costs (including in-house attorney fees) incurred by Purchaser in collecting any Payment or Additional Payments due under this Purchase Agreement and/or in enforcing the provisions of this Purchase Agreement.

a. **Protection One.** Immediate payment of the full value of the Receivables Purchased Amount, Additional Payments, and any and all other fees due under this Purchase Agreement, less the amount of Receivables delivered and Additional Payments made under this Purchase Agreement.

b. **Protection Two.** Confess judgment against Merchant Seller or/or any Guarantor pursuant to the Warrant of Attorney to Confess Judgment contained in this Purchase Agreement and/or in any Guaranty and execute upon any such confessed judgment.

c. **Protection Three.** Enforce its interest in the Collateral, such Collateral being pledged to Purchaser to satisfy Merchant Seller’s obligations under this Purchase Agreement.

d. **Protection Four.** Immediate refund by Merchant Seller to Purchaser of the entire Purchase Price.

e. **Protection Five.** Institute an arbitration proceeding against Merchant Seller and/or Guarantor to enforce Purchaser’s rights at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law.

f. **Protection Six.** Exercise its rights under any Assignment of Lease executed pursuant this Purchase Agreement.

g. **Protection Seven.** Debit Merchant Seller’s deposit accounts and/or credit card processing accounts (wherever situated) by any means, including, but not limited to, ACH debit or facsimile signature on a computer-generated check drawn on Merchant Seller’s bank account.

h. **Protection Eight.** In the event Merchant Seller changes or permits the change of the Processor approved by Purchaser or adds an additional Processor, Purchaser may notify the new or additional Processor of Merchant Seller’s sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such new or additional Processor to make payments directly to Purchaser of all or any portion of any amount received by such Processor.

i. **Protection Nine.** Notify any customer, client, account obligor, or other third party that owes or may owe payments to Merchant Seller for Merchant Seller’s goods and/or services of Merchant Seller’s sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such customer, client, account obligor, or other third party to make payments directly to Purchaser of all or any portion of any amount due to Merchant Seller.

12. **WARRANT OF ATTORNEY TO CONFESS JUDGMENT.**

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MERCHANT SELLER UNDER THIS PURCHASE AGREEMENT, MERCHANT SELLER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS PURCHASE AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNES THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY,

EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HERINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS PURCHASE AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS PURCHASE AGREEMENT SHALL BE A SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFRE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

Merchant Seller's Initials

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- 13. **PROTECTION OF INFORMATION.** Merchant Seller and each Owner or Guarantor authorizes Purchaser to disclose information concerning its, his, her credit standing (including, without limitations, credit bureau reports Purchaser obtains) and business conduct to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant Seller and each Owner or Guarantor waives to the maximum extent permitted by law any claim for damages against Purchaser and/or Purchaser's officers, directors, agents, attorneys, employees and affiliates relating to: (i) any investigation undertaken by or on behalf of Purchaser permitted by this Purchase Agreement; or (ii) any disclosure of information as permitted by this Purchase Agreement.
- 14. **CONFIDENTIALITY.** Merchant Seller understands, agrees, and acknowledges that the terms and conditions of the products and services offered by Purchaser, including, without limitation, this Purchase Agreement and any other Purchaser documents (collectively, "Confidential Information"), are proprietary and confidential information of Purchaser. Unless disclosure is required by law or court order, Merchant Seller shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor, or employee of Merchant Seller who needs to know such information for the purpose of advising Merchant Seller ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant Seller and first agrees in writing to be bound by the terms of this section.
- 15. **POWER OF ATTORNEY.** Merchant Seller irrevocably appoints Purchaser as its agent and attorney-in-fact with full authority to take any action or to execute any instrument or document to settle all obligations due to Purchaser from any bank or Processor or anyone else or from Merchant Seller in the event of Merchant Seller's violation of this Purchase Agreement or the occurrence of an Event of Default under this Purchase Agreement, including, without limitation, the right to: (i) obtain and/or adjust insurance; (ii) collect monies due or to become due under or in respect of any of the Collateral (where applicable); (iii) receive, endorse, and/or collect any checks, notes, drafts, instruments, documents, or chattel paper in connection with clause (i) or clause (ii) above; (iv) sign Merchant Seller's name on any invoice, bill of lading, assignment, writing, document or other instrument directing Merchant Seller's customers and/or account obligors to make payments directly to Purchaser; and/or (v) file any claims or take any action or institute any proceeding that Purchaser deems necessary for the collection of any of the unpaid Receivables Purchased Amount from the Collateral (where applicable) or otherwise to enforce its rights with respect to payment of the Receivables Purchased Amount.
- 16. **ATTORNEY FEES AND COSTS.** Except as set out in the Binding Arbitration clause herein, Merchant Seller shall be responsible for and pay to Purchaser all costs Purchaser incurs in enforcing this Purchase Agreement and its rights and remedies under this Purchase Agreement, including attorney fees (for in-house counsel or outside counsel Purchaser retains to represent it), court costs and/or fees, and costs of collection. Notwithstanding the foregoing, attorney fees and costs to which Purchaser is entitled where judgment is confessed against Merchant Seller shall be governed the section of this Purchase Agreement entitled "Warrant of Confession of Judgment."
- 17. **INDEMNIFICATION.** Merchant Seller agrees to defend, hold harmless, and indemnify Purchaser and its officers, directors, agents, attorneys, and employees (collectively, "Indemnitee") from and against any and all losses, damages, liabilities, claims, costs, expenses, judgments, and attorney's fees resulting from (i) claims asserted by Purchaser for monies owed by Merchant

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Seller to Purchaser and/or (ii) actions taken by Processor in reliance upon information or instructions provided by Purchaser. Merchant Seller's obligation to defend, hold harmless, and indemnify as aforesaid shall in no manner be affected by the existence or non-existence of insurance. The rights to indemnity under this Purchase Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on Indemnitee by statute, ordinance, regulation, or otherwise.

- 18. **NO LIABILITY.** In no event will Purchaser be liable for any claims asserted by Merchant Seller under any legal or equitable theory for lost profits, lost revenues, lost business opportunities, or exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant Seller.
- 19. **RELIANCE ON TERMS.** Applicable portions of this Purchase Agreement are agreed to for the benefit of Merchant Seller, Purchaser, and Processor, and, notwithstanding the fact that Processor is not a party of this Purchase Agreement, Processor may rely upon the terms of those section and raise them as a defense in any action.
- 20. **VOLUNTARY EXECUTION.** Each of the Parties states that it has carefully read this Purchase Agreement, knows its contents, freely and voluntarily agrees to all of its terms and conditions, and has freely and voluntarily affixed its signatures hereto with full and complete authority to do so. Each Party acknowledges that the terms of this Purchase Agreement are fully understood and voluntarily accepted by each Party, after having a reasonable opportunity to retain and confer with counsel. This Purchase Agreement is entered into after a full investigation by the each of the Parties, and none of the Parties is relying upon any statements or representations not embodied in this Purchase Agreement.
- 21. **BENEFIT; RIGHT OF ASSIGNMENT.** This Purchase Agreement shall be binding upon and inure to the benefit of Merchant Seller, Purchaser and their respective successors and assigns. Notwithstanding the foregoing, Merchant Seller may not assign any of its rights and/or obligations under this Purchase Agreement without the express, written consent of Purchaser, which consent may be given or withheld at the sole discretion of Purchaser. Purchaser may assign, transfer, or sell its rights to receive the Perished Amount and may assign, transfer, sell, and/or delegate its duties under this Purchase Agreement either in whole or in part.
- 22. **SURVIVAL OF REPRESENTATIONS.** All agreements, representations, warranties, terms, conditions, and covenants set forth in this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement and the consummation of the transactions provided for hereon and shall continue in full force until all obligations under this Purchase Agreement shall have been satisfied in full and this Purchase Agreement shall have terminated.
- 23. **INTEGRATION AND MODIFICATIONS.** This Purchase Agreement constitutes the entire integrated agreement of the Parties with respect to the subject matter contained in this Purchase Agreement. Neither Merchant Seller nor the Guarantor(s) are relying on any statement by anyone not contained in this Purchase Agreement. Purchaser is not liable for any statements or representations made by anyone not contained in this Purchase Agreement. This Purchase Agreement cannot be modified except by a writing signed by the Party to be bound.
- 24. **NOTICES AND SERVICE OF PROCESS.** All notices, requests, consent, demands and other communications hereunder shall be delivered to the addresses for each Party set forth in this Purchase Agreement, unless a different address is provided by the Parties in writing. Merchant Seller and Guarantor(s) agree to the service of process required in any arbitration or legal proceeding upon them at such address by U.S. Certified Mail, Return Receipt Requested, and by regular U.S. Mail. Service of process will be considered effective even though the mail is returned as refused, undeliverable or not forwardable.
- 25. **INCORPORATION OF OTHER OBLIGATIONS AND CLAIMS.** Any obligation of the Merchant Seller and/or the Guarantor(s) under any other agreement with Purchaser and claims available to Merchant Seller and/or Guarantor(s) resulting from any other agreement with Purchaser are incorporated into and restated in this Purchase Agreement. The Parties may exercise any remedy available under this Purchase Agreement, including, but not limited to confession of judgement, for any breach of any other agreement with Purchaser. Guarantor(s) acknowledges Guarantor(s) joint and several liability for these obligations are incorporated an restated herein, and acknowledges Purchaser's right to all remedies available under this Purchase Agreement are available to Purchaser for those incorporated and restated obligations, including, but not limited to

confession of judgement. The parties agree that such incorporated and restated obligations and claims arising from other agreements with Purchaser are subject to the Binding Arbitration clause contained herein.

- 26. **NO WAIVER OF REMEDIES.** No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Purchase Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Purchase Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.
- 27. **BINDING ARBITRATION.** Except for Purchaser’s right to confess judgement against the Merchant Seller herein and/or the Guarantor(s) under the Guaranty, any and all disputes between or among the parties to this Purchase Agreement and/or the Guaranty arising out of or relating to the Purchase Agreement and/or the Guaranty, or the breach thereof, including but not limited to, claims in contract, tort or equity or for violations of law, regulation, statute or rule, shall be resolved by arbitration administered by the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its Commercial Arbitration Rules. There shall be one arbitrator of any such arbitration. Questions involving arbitrability of a dispute shall be decided by the arbitrator. Any petition or motion to open or strike a confessed judgement will be subject to arbitration under this provision. Purchaser will pay the filing fee and costs of the arbitrator. The Parties will otherwise bear their own costs, including attorney fees, arising from arbitration., The arbitrator shall not be permitted to render an opinion governing the dispute at issue, only findings and an award. The award rendered in any such arbitration shall be final and binding on the Parties, unless a petition for review is filed under 42 Pa.C.S. Sec. 7341 within thirty (30) days of the date of the award, but any such petition for review shall be limited to the grounds set forth in such statute, and there shall be no right of further appeal. Following the disposition of any petition for review, or the expiration of the aforementioned thirty (30) day period, and notwithstanding any other provisions of the Purchase Agreement, judgement on the award may be entered in any court having jurisdiction. The Parties each agree to waive the right to punitive damages, The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including any awards to the extent not already in the public domain except in judicial proceedings related to the award or where required by applicable law. This arbitration provision shall survive any termination or expiration of the Purchase Agreement.
- 28. **CHOICE OF LAW.** This Purchase Agreement and all related documents, and all matters arising out of or relating to this Purchase Agreement and the relationship of the Parties hereto, whether sounding in contract, tort, equity or law, regulation, statute or rule, are governed by, an [REDACTED] construed in accordance with , the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions thereof to the extent that such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
- 29. **JURISDICTION AND VENUE.** With the exception of Binding Arbitration clause contained herein or Purchaser’s right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, or otherwise alleging claims related to or arising out of the Parties’ business relationship may be instituted in any Pennsylvania County Court of Common Pleas, in the Federal District Court for the Eastern District of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the “Acceptable Forums”). Merchant Seller agrees that each of the Acceptable Forums is convenient to it, submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue (including but not limited to inconvenient forum) in any of the motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum, The parties each agree to waive the right to trial by jury in any lawsuit brought pursuant to this paragraph.
- 30. **SEVERABILITY.** If any material provision or restriction contained in this Purchase Agreement shall be declared void or unenforceable under applicable law, the parties agree that such provision or restriction will be stricken, and this Purchase Agreement will continue in full force and effect.
- 31. **HEADINGS.** The headings in this Purchase Agreement are for convenience of reference only, are not deemed to constitute part of this Purchase Agreement and shall not limit or otherwise affect the construction of this Purchase Agreement. All references to the singular shall also include the plural, and references to the plural shall include the singular.

- 32. **EXECUTION IN COUNTERPARTS; ORIGINALS.** This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Facsimile and email signatures shall be deemed to be originals for all purposes.
- 33. **JURY TRIAL WAIVER.** THE PARTIES WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS PURCHASE AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF OR OTHERWISE ALLEGING CLAIMS RELATED TO OR ARISING OUT OF THE PARTIES' BUSINESS RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY, AND WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.
- 34. **CLASS ACTION WAIVER.** THE HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AS BEING AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS PURCHASE AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
- 35. **NO PRESUMPTION AGAINST DRAFTER.** Merchant Seller and/or Guarantor(s) hereby waive any rule of construction law that requires that ambiguities be construed against the drafter of this Purchase Agreement.

FOR THE MERCHANT SELLER (PRINT NAME/TITLE)	DocuSigned by: <i>Alan Redmond</i> SIGNATURE	
ALAN REDMOND	88B566E46AC458	←
GUARANTOR (PRINT NAME/TITLE)	DocuSigned by: <i>Alan Redmond</i> SIGNATURE	
ALAN REDMOND	88B566E46AC458	←

COMPLETE BUSINESS SOLUTIONS GROUP, INC.
d/b/a PAR FUNDING

<i>Company Officer</i>

SECURITY AGREEMENT

Security Interest. To secure payment of any default in Merchant Seller’s performance obligations to Purchaser under the Agreement for the Purchase and Sale of Future Receivables (the “Purchase Agreement”, Merchant Seller hereby grants to Purchaser a security interest in: (a) all accounts, chattel paper, documents, equipment, general intangibles, receivables not previously sold by Merchant Seller to Purchaser, instruments, royalties, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (the “UCC”), now or hereafter owned or acquired by Merchant Seller; and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the “Collateral”).

Cross-Collateral. To secure Merchant Seller’s payment and Merchant Seller’s performance obligations to Purchaser under this Security Agreement (the “Security Agreement”), Merchant Seller hereby grants Purchaser a security interest in any and all personal property in any form now or hereafter owed by Merchant-Seller as is or may be more fully described in any UCC filing made in connection with or relating to any agreement(s) between the Purchaser and Merchant-Seller relating to the purchase of future receivables (the “Additional Collateral”). Merchant Seller understands that Purchaser will have a security interest in the aforesaid Additional Collateral upon execution of this Security Agreement.

Merchant Seller acknowledges and agrees that any security interest granted to Purchaser under any other agreement between Merchant Seller and Purchaser (the “Cross-Collateral”) will secure the obligations hereunder and under the Purchase Agreement.

Merchant Seller agrees to execute any documents or take any action in connection with this Security Agreement that Purchaser deems necessary to perfect or maintain any security interest in the Collateral, the Additional Collateral, and/or the Cross-Collateral, including, without limitation, the execution of any account control agreements. Merchant Seller hereby authorizes Purchaser to file any financing statement(s) deemed necessary by Purchaser to perfect or maintain Purchaser’s security interest, which financing statement(s) may contain notification that merchant Seller has granted a negative pledge to Purchaser with respect to the Collateral, the Additional Collateral and/or the Cross-Collateral and that any subsequent lien or may be tortuously interfering with Purchaser’s rights. Merchant Seller shall be liable for and Purchaser may charge and collect all costs and expenses, including, but not limited to, attorney fees, that Purchaser may incur in protecting, preserving, and/or enforcing Purchaser’s security interest and rights.



Negative Pledge. Merchant Seller agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral and/or the Cross-Collateral, as applicable.

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

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

To the extent the terms of this Security Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Notwithstanding any other provisions of this Security Agreement, the only security interest Purchaser shall be granted hereunder is expressly the result of any default of, or breach under, the Purchase Agreement. Purchaser is at all times the absolute owner of the Receivables purchased under the Purchase Agreement.

FOR THE MERCHANT SELLER (PRINT NAME/TITLE)	DocuSigned by: Alan Redmond	SIGNATURE	
ALAN REDMOND	888005E4E6C450...		
GUARANTOR (PRINT NAME/TITLE)	DocuSigned by: Alan Redmond	SIGNATURE	
ALAN REDMOND	450555E4E6C450...		

ACKNOWLEDGEMENT OF RIGHT TO CONFESS JUDGMENT

AFFIANT(S): ALAN REDMOND, individually and on behalf of the Merchant Seller

OBLIGEE: Complete Business Solutions Group, Inc. d/b/a Par Funding

The undersigned has(have) executed, and/or is executing, one or more of the following instruments under which the Merchant Seller is obligated to deliver Receivables (in the form of monetary payments) to Obligee and under which Affiant(s) has(have) agreed to personally guaranty Merchant Seller's obligations to Obligee:

1. Agreement for the Purchase and Sale of Future Receivables dated MARCH 17, 2020, including, without limitations, Affiant's (or Affiants') Personal Guaranty(ies); and

A. AFFIANT(S) ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY CONFESS JUDGMENT AGAINST THE MERCHANT SELLER AND AGAINST AFFIANT(S), AS GUARANTOR(S). BEING FULLY AWARE OF THE MERCHANT SELLER'S AND AFFIANT'S (AFFIANTS') RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT SELLER AND/OR AGAINST AFFIANT(S) BY OBLIGEE THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVE(S) THESE RIGHTS AND EXPRESSLY AGREE(S) AND CONSENT(S) TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE MERCHANT SELLER AND/OR AGAINST AFFIANT(S) BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. AFFIANT(S) ALSO ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE MERCHANT SELLER AND OF AFFIANT(S), IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS AS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA OR OTHER APPLICABLE JURISDICTION.

C. Affiant(s) hereby certify(ies) that the financial accommodations being provided by the Obligee are for a commercial transaction and not for personal, family, or household use, not in connection with a consumer credit transaction, and not part of a retail sales agreement or contract.

D. Affiant(s) acknowledge(s) that attached to this Acknowledgement of Right to Confess Judgment is a Praecipe to Enter Confession of Judgment and Assessment of Damages, the form of which Obligee may use in connection with confessing judgment against Merchant Seller and/or Affiant(s) pursuant to the terms of the Purchase Agreement. Obligee may use the attached form or any form permitted or required (along with other documents permitted or required) by applicable law.

E. The statements made in this Acknowledgement of Right to Confess Judgment are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

INDIVIDUALLY, FOR MERCHANT SELLER ALAN REDMOND	DocuSigned by:  DocuSigned by: 88B7C5E4CAC458...	SIGNATURE 
GUARANTOR ALAN REDMOND	 DocuSigned by: 88B7C5E4CAC458...	SIGNATURE 

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

20 N. 3rd Street
Philadelphia, PA 19106
(215) 922-2636

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.:
NATIONAL BROKERS OF AMERICA LLC,	:	
and	:	
	:	
ALAN REDMOND, GUARANTOR,	:	
	:	
	:	
Defendants.	:	

PRAECIPE TO ENTER CONFESSION OF JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE CLERK, OFFICE OF JUDICIAL RECORDS:

Please enter judgment in favor of Plaintiff Complete Business Solutions Group, Inc. d/b/a Par Funding and against Defendant NATIONAL BROKERS OF AMERICA LLC and Defendant ALAN REDMOND, Guarantor, in the amount of \$6,350,317.50 less timely payments plus attorney fees, costs, expenses, and interest allowed under the Agreement for the Purchase and Sale of Future Receivables.

Date: _____

By: _____
Attorneys for Plaintiff

Assessment of Damages:

Undelivered Receivables	\$6,350,317.50 less timely payments made
Fees, Costs, Expenses	Calculated per the Agreement
Interest (at the rate of 6% per annum from date of default through date of filing, and continuing)	6% per annum
Attorney Fees (5% of Unpaid Receivables)	To be determined

TOTAL TO BE DETERMINED AT TIME OF FILING FOLLOWING DEFAULT

Date: _____

By: _____
Attorneys for Plaintiff

I hereby assess damages:

Clerk, Office of Judicial Records

Alan Redmond

ACKNOWLEDGED



GUARANTY

GUARANTOR	ALAN REDMOND
GUARANTOR'S ADDRESS	

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to Purchaser, Merchant Seller's performance of all of the representations, and warranties made and terms, conditions, obligations and covenants undertaken by Merchant Seller in the Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement"), as may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). The Guaranteed Obligations are due at the time of any breach by Merchant Seller of any representation or warranty, or term or condition or obligation or covenant made by Merchant Seller in the Purchase Agreement.

Guarantor Waivers. In the event Merchant Seller violates its representations and warranties under or breaches any term or condition or obligation or covenant under the Purchase Agreement, Purchaser may enforce its rights under this Guaranty without first seeking to obtain payment from Merchant Seller, any/or other guarantor, or any Collateral, Additional Collateral, and/or Cross-Collateral Purchaser may hold pursuant to this Guaranty or any other guaranty.

Purchaser does not have to notify Guarantor of any of the following events, and Guarantor will not be released from its obligations under this Guaranty if he, she, or it is not notified of: (i) Merchant Seller's violation of the representations and warranties or obligations, or terms or conditions or covenants of the Purchase Agreement or any renewal, extension or other modification of the Purchase Agreement. In addition, Purchaser may take any of the following actions without releasing Guarantor from any of his, her, or its obligations under this Guaranty: (i) renew, extend, or otherwise modify the Purchase Agreement or Merchant Seller's other obligations to Purchaser; (ii) release Merchant Seller from its obligations to Purchaser; (iii) sell, release, impair, waive, or otherwise execute upon any collateral securing the Guaranteed Obligations; and/or (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Guaranty. Until all obligations are fulfilled under the Purchase Agreement and Merchant Seller's other obligations to Purchaser under the Purchase Agreement and this Guaranty are paid in full, Guarantor shall not seek reimbursement from Merchant Seller or any other guarantor for any amounts paid by it under this Guaranty. Guarantor permanently waives and shall not seek to exercise any of the following rights that he, she, or it may have against Merchant Seller, any other guarantor, or any collateral provided by Merchant Seller or any other guarantor, for any amounts paid by it, or acts performed by it, under this Guaranty: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event Purchaser must return any amount paid by Merchant Seller or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Guaranty shall include that amount.

GUARANTOR ACKNOWLEDGEMENT. Guarantor acknowledges that: (i) He/She/It understands the seriousness of the provisions of this Guaranty; (ii) He/She/It has had a full opportunity to consult with counsel of his/her/its choice; and (iii) He/She/It has consulted with counsel of his/her/its choice or has decided not to avail himself/herself/it of that opportunity.

JOINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or entities constituting Guarantor under this Guaranty are joint and several.

2000 PGA Blvd Suite 4440
Palm Beach Gardens, FL 33408
Office: 215-914-5540 | Fax: 888-305-7562

DS
AR
Please Initial

WARRANT OF ATTORNEY TO CONFESS JUDGMENT

UPON THE OCCURRENCE FAILURE OF ANY OF GUARANTOR UNDER THIS GUARANTY TO FULFILL THEIR GUARANTEED OBLIGATIONS, GUARANTOR IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS GUARANTY OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HERINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS GUARANTY, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHANT PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS GUARANTY SHALL BE A SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFRE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

Guarantor's Initials: ^{DS}
AR

Guarantor's Initials: ^{DS}
AR

NOTICES AND SERVICE OF PROCESS. All notices, requests, consent, demands and other communications hereunder shall be delivered to the addresses for Guarantor(s) set forth in this Guaranty, unless a different address is provided by the Parties in writing. The Guarantor(s) agree to the service of process required in any arbitration or legal proceeding upon them at such address by U.S. Certified Mail, Return Receipt Requested, and by regular U.S. Mail. Service of process will be considered effective even though the mail is returned as refused, undeliverable or not forwardable.

INCORPORATION OF OTHER OBLIGATIONS AND CLAIMS. Any obligation of the Merchant Seller and/or the Guarantor(s) under any other agreement with Purchaser and claims available to Merchant Seller and/or Guarantor(s) resulting from any other agreement with Purchaser are incorporated into and restated in this Guaranty. The Parties may exercise any remedy available under this Guaranty, including, but not limited to confession of judgement, for any breach of any other agreement with Purchaser. Guarantor(s) acknowledges Guarantor(s) joint and several liability for these obligations are incorporated and restated herein and acknowledges Purchaser's right to all remedies available under this guaranty are available to Purchaser for those incorporated and restated obligations, including, but not limited to confession of judgement. The Parties agree that such incorporated and restated obligations and claim arising from other agreements with Purchaser are subject to the Binding Arbitration clause contained herein.

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

BINDING ARBITRATION. Except for Purchaser's right to confess judgement against the Guarantor, any and all disputes between or among the parties to the Purchase Agreement and/or this Guaranty arising our of or relating to the Purchase Agreement and/or the Guaranty, or the breach thereof, including, but not limited to, claims in contract, tort or equity or for violations of law, regulation, statute or rule, shall be resolved by arbitration administered by the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its Commercial Arbitration Rules. There shall be one arbitrator of any such arbitration. Questions involving arbitrability of a dispute shall be decided by the arbitrator. Any petition or motion to open or strike a confessed judgment, will be subject to arbitration under this provision. Purchaser will pay the filing fee and costs of the arbitrator., The Parties will otherwise bear their own costs, including attorney fees, arising from arbitration. The arbitrator shall not be permitted to render an opinion governing the dispute at issue, only findings and an award. The award rendered n any such arbitration shall be final and binding on the Parties, unless a petition for review is filed under 42 Pa.C.S. Sec. 7341 within thirty (30) days of the date of the award but any such petition for review shall be

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Palm Beach Gardens, FL 33408
Office: 215-914-5540 | Fax: 888-305-7562



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limited to the grounds set forth in such statute, and there shall be no right of further appeal. Following the disposition of any petition for review, or the expiration of the aforementioned thirty (30) day period, and notwithstanding any other provisions of the Purchase Agreement, judgment on the award may be entered in any court having jurisdiction. Guarantor(s) agrees to waive the right to punitive damages. Guarantor(s) agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including any awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law. This arbitration provision shall survive any termination or expiration of the Purchase Agreement.

CHOICE OF LAW. This Guaranty and all related documents, and all matters arising out of or relating to this Guaranty and the relationship of the Purchaser and Guarantor(s), whether sounding in contract, tort, equity or law, regulation, statute or rule, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions thereof to the extent that such principles or rules would require or permit the application of law of any jurisdiction other than those of the Commonwealth of Pennsylvania.

JURISDICTION AND VENUE. With the exception of Binding Arbitration clause contained herein and with the exception of Purchaser's right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach thereof, or otherwise alleging claims related to or arising out of the Guarantor(s)' and Purchaser's relationship may be instituted in any Pennsylvania County Court of Common Pleas, in the Federal District Court for the Eastern District of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the "Acceptable Forums"). Guarantor(s) agree that each of the Acceptable Forums is convenient to Guarantor(s), submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue (including but not limited to inconvenient forum) in any of the Acceptable Forums. Should such proceeding be initiated in any other forum, Guarantor(s) waives any right to oppose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum. Guarantor(s) agree to waive the right to trial by jury in any lawsuit brought pursuant to this paragraph.

If Guarantor is an entity, the individual executing this Guaranty on behalf of such entity guarantor represents and warrants that her or she has full authority to execute this Guaranty and to bind the entity on whose behalf he or she is executing this Guaranty.

FOR MERCHANT SELLER ALAN REDMOND	DocuSigned by: <i>Alan Redmond</i>	SIGNATURE	
GUARANTOR ALAN REDMOND	DocuSigned by: <i>Alan Redmond</i>	SIGNATURE	

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) (“Authorization Agreement”) is part of (and incorporated by reference into) the Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”). You should keep this important legal document for your records.

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Seller/Merchant authorizes Purchaser to disburse the Cash Advance Proceeds less the amount of any applicable fees upon approval by initiating an ACH credit to the checking account indicated below (or a substitute checking account Merchant Seller later identifies and is acceptable to Purchaser) (the “Designated Checking Account”) in the disbursement amount set forth in the accompanying documents. This authorization is to remain in full force and effect until Purchaser has received written notification from Seller/Merchant of its termination in such time and in such manner as to afford Purchaser and Merchant Seller’s depository bank a reasonable opportunity to act on it.

AUTOMATIC PAYMENT PLAN: Enrollment in Purchaser’s Automatic Payment Plan is required for approval. By signing below, Merchant Seller agrees to enroll in the Automatic Payment Plan and authorizes Purchaser to collect payments required under the terms of Purchase Agreement by initiating ACH debit entries to the Designated Checking Account in the amounts and on the dates provided in the payment schedule set forth in the Purchase Agreement. Merchant Seller authorizes Purchaser to increase the amount of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled payment(s) that was(were) not paid as provided in the payment schedule and any unpaid Fees. This authorization is to remain in full force and effect until Purchaser has received written notification from Merchant of its termination in such time and in such manner as to afford Purchaser and Merchant Seller’s depository bank a reasonable opportunity to act on it. Purchaser may suspend or terminate Merchant Seller’s enrollment in the Automatic Payment Plan immediately if Merchant Seller fails to keep Merchant Seller’s designated checking account in good standing or if there are insufficient funds in Merchant Seller’s checking account to process any payment.

If Merchant Seller revokes the authorization or if Purchaser suspends or terminates Merchant Seller’s enrollment in the Automatic Payment Plan, Merchant Seller still will be responsible for making timely payments pursuant to the alternative payment methods described in the Purchase Agreement.

BUSINESS PURPOSE ACCOUNT: By signing below, Merchant Seller attests that the Designated Checking Account was established and is maintained for business purposes and not primarily for personal, family, or household purposes.

ACCOUNT CHANGES: Merchant Seller agrees promptly to notify Purchaser if there are any changes to the account and/or routing numbers of the Designated Checking Account

MISCELLANEOUS: Purchaser is not responsible for any fees charged by Merchant Seller’s bank as the result of credits or debits initiated under this Authorization Agreement. The origination of ACH transactions to Merchant’s account must comply with the provisions of U.S. law.

DocuSigned by: *Alan Redmond* 3/17/2020
8B8C6C5E4CAC458

Signature/Date/Title	<i>Alan Redmond</i> 3/17/2020
Bank Name	bb and t
City/State/Zip	
Routing Number	██████████
Account Number	██████████
Business Name on Account	Bene Market 11c
Address on Account	
Seller/Merchant Phone #	
Tax ID Number	
Email	

BANK ACCOUNT DISCLOSURE AFFIDAVIT

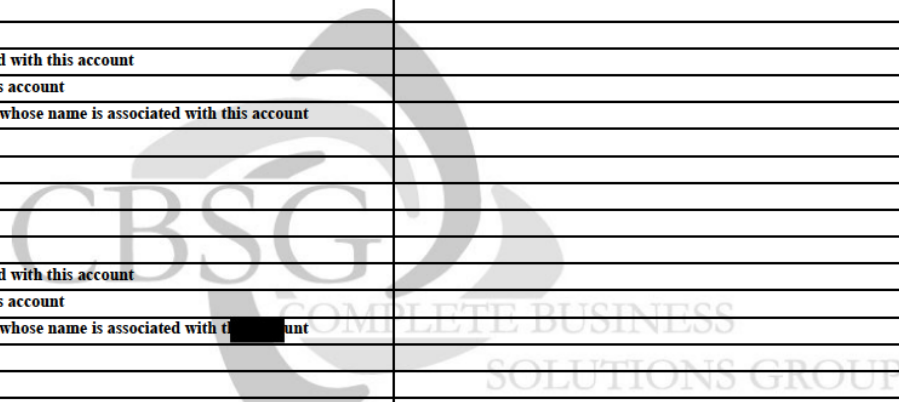
For the purpose of obtaining the Business Cash Advance (the "Business Cash Advance") evidence by the Agreement for the Purchase and Sale of Future Receivables of this same date, the undersigned Merchant Seller makes the following statement under penalty of law:

PLEASE SIGN OPTION ONE OR TWO

OPTION 1 – DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Seller/Merchant hereby declares that in addition to the designated for ACH debit, the Seller/Merchant also has the following additional account(s) which he authorizes us to use in the event we are unable to debit from the designated account:

Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	



****attach additional pages if necessary****

DocuSigned by:

	3/17/2020
<small>88B0C0E4CAC458...</small> Signature	Date
	3/17/2020
<small>88B0C0E4CAC458...</small> Signature	Date



OPTION 2 - By signing below, the merchant swears, under penalty of law, that he has no accounts in any lending institution in addition to the one provided for ACH debit

Signature	Date
Signature	Date



TRADE REFERENCES

Please provide a list of 3-5 professional references

Name	
Phone Number	
Email Address	

Name	
Phone Number	
Email Address	

Name	
Phone Number	
Email Address	



Name	
Phone Number	
Email Address	

Name	
Phone Number	
Email Address	

AUTHORIZATION TO RESUME ACH DEBITING FORM

NAME OF SELLER/MERCHANT:	
---------------------------------	--

INFORMATION (To be filled out by the customer)

I authorize Company (as shown above) to resume electronically debiting my bank account as detailed below, including a non-sufficient fund fee if applicable, until the debt to the company is paid in full.

Full Name on Account: _____

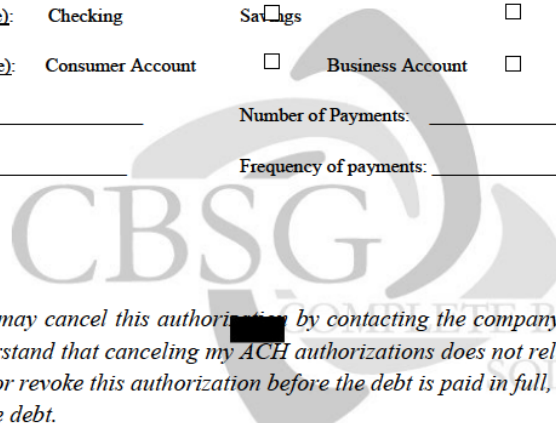
Account #: _____ Routing #: _____

Account Type (select one): Checking Savings

Account Class (select one): Consumer Account Business Account

Payment amount: _____ Number of Payments: _____

Date of next payment: _____ Frequency of payments: _____



I understand that I may cancel this authorization by contacting the company at least five (5) business days prior to the payment due date. I further understand that canceling my ACH authorizations does not relieve me of the responsibility of paying my account in full, and that if I cancel or revoke this authorization before the debt is paid in full, the Company may take additional actions including legal actions to secure the debt.

NAME OF BANK:		DATE: 3/17/2020
CUSTOMER PRINTED NAME:	Bene Market 11c	
CUSTOMER CONTACT TELEPHONE #		

DocuSign Envelope ID: 87AFA696-9290-4A4F-BB95-150331165C68

Dear Client:

Thank you for accepting this offer from Complete Business Solutions Group D/B/A Par Funding. We look forward to being your factoring partner for as long as you need.

Daily ACH Program:

Complete Business Solutions Group will require viewing access to your bank account prior to funding as part of our underwriting process, as well as during the time you have a balance with our company.

Please be assured that we carefully safeguard your confidential information and only essential personnel will have access to it.

Please fill out the form below with the information necessary to access your account.

***Be sure to indicate capital or lower-case letters.*

NAME OF BANK:
BANK PORTAL WEBSITE:
USERNAME:
PASSWORD:
SECURITY QUESTION/ANSWER 1
SECURITY QUESTION/ANSWER 2
SECURITY QUESTION/ANSWER 3
ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:



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Palm Beach Gardens, FL 33408
Office: 215-914-5540 | Fax: 888-305-7562

Please Initial 

DocuSign Envelope ID: 87AFA696-9290-4A4F-BB95-150331165C68

Merchant Verification Form

Merchant Name: ALAN REDMOND

Do you currently or within the last 90 days have any intentions, plans or discussions regarding closing your Business? YES NO

Do you currently or within the last 90 days have any intentions, plans or discussions to change the name or legal structure of the business? YES NO

Are you currently in, or contemplating personal bankruptcy? YES NO

Are you currently in, or contemplating business bankruptcy? YES NO

Is your business currently for sale? YES NO

Do you have any existing merchant cash advance balances? YES NO

Are you involved in any litigation proceedings or are a party to a lawsuit? YES NO

Is your business currently in default of any agreement with a creditor? YES NO

Is your business currently in forbearance agreement with a creditor? YES NO

Will selling the Future Receivables cause you to breach any agreement with a creditor? YES NO

If you have answered yes to any of the above questions, please explain why:

[REDACTED] COMPLETE BUSINESS SOLUTIONS GROUP

I hereby certify that the above statements are true and correct to the best of my knowledge; I authorize my landlord and credit card processor to discuss confidential account information for the purpose of satisfying the requirements of Complete Business Solutions Group (CBSG).

Completed and attested by:

DocuSigned by:
Alan Redmond
Signature: _____
88BC6C5F4CAC458

Print Name: Alan Redmond

Date: 3/17/2020

2000 PGA Blvd Suite 4440
Palm Beach Gardens, FL 33408
Office: 215-914-5540 | Fax: 888-305-7562

Please Initial AR

CUSTOMER SATISFACTION SURVEY

Overall, how satisfied were you with Par Funding?: _____

Overall, how satisfied were you with your sales representative?: _____

How well did your sales representative explain the terms of the contract?: _____

How well did your sales representative explain the terms of the contract in relation to collections?:

Overall, how satisfied were you with our processing and underwriting services?:

On a scale of 1-5, how satisfied were you with the speed of the entire process?:

At any point during the sales process, were you asked to pay an outside fee besides the official fee listed in the contract?: _____

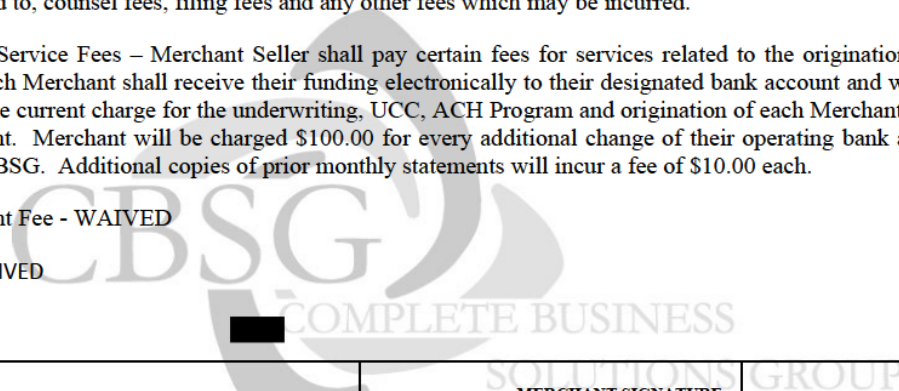
On a scale of 1-5, how much will our services help your business grow?: _____

What could we have done better to serve you?: _____

Any other questions or comments regarding the process or Par Funding?:

SCHEDULE A: FEE STRUCTURE

1. Origination Fee: \$74,995.00 to cover underwriting and related expenses
2. ACH Program Fee - WAIVED – The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
3. NSF Fee - \$75.00 (each) - Up to FOUR TIMES ONLY before a default is declared;
4. Rejected ACH - \$100.00 – If a merchant directs the bank to reject our debit ACH;
5. Bank Change Fee - \$50.00 – If a merchant requires a change of account to be debited requiring us to adjust our system;
6. Blocked Account - \$250.00 – If a merchant blocks CBSG’s ACH debit of the Account, bounces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-card processors to process its receipts;
7. Default Fee - \$5,000.00 default fee – If a merchant changes bank accounts or switches to another credit card processor without CBSG’s consent, or commits another default pursuant to the Purchase Agreement;
8. Collections Expense – In the event of default, Merchant Seller shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filing fees and any other fees which may be incurred.
9. Miscellaneous Service Fees – Merchant Seller shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be WAIVED for a Fed Wire. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$100.00 for every additional change of their operating bank account once they are active with CBSG. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
10. Risk Assessment Fee - WAIVED
11. UCC Fee – WAIVED



NAME:	<small>DocuSigned by:</small> MERCHANT SIGNATURE:	
ALAN REDMOND	<i>Alan Redmond</i>	←
NAME:	<small>DocuSigned by:</small> MERCHANT SIGNATURE:	
ALAN REDMOND	<i>Alan Redmond</i>	←

DocuSign Envelope ID: 87AFA696-9290-4A4F-BB95-150331165C68

NATIONAL BROKERS OF AMERICA LLC and ALAN REDMOND
2525 N 12TH STREET STE 390, READING, PA 19605
MARCH 17, 2020

NOTICE OF SALE, ASSIGNMENT, and TRANSFER

To Whom It May Concern:

This letter is to notify you that on MARCH 17, 2020, NATIONAL BROKERS OF AMERICA LLC entered into an Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement") with Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG"). Under the terms of the Purchase Agreement, NATIONAL BROKERS OF AMERICA LLC sold, assigned, and transferred to CBSG from that date forward all of NATIONAL BROKERS OF AMERICA LLC's right, title, and interest in and to NATIONAL BROKERS OF AMERICA LLC's future receipts, accounts, and contract rights arising from or relating to the payment of monies payable to NATIONAL BROKERS OF AMERICA LLC (collectively, the "Receivables") and the proceeds from the Receivables. As such, CBSG is the absolute owner of the Receivables and the proceeds from the Receivables, and NATIONAL BROKERS OF AMERICA LLC no longer has any right, title, or interest in or to the Receivables and the proceeds of the Receivables.

CBSG is the absolute owner of the Receivables and the proceeds of the Receivables regardless of any Uniform Commercial Code financing statement that may have been filed by CBSG or any other entity with respect to the Receivables and the proceeds of the Receivables, and regardless of any contract provision prohibiting assignment of contracts involving Receivables and the proceeds of Receivables.

CBSG may provide you with a copy of this signed letter as proof of NATIONAL BROKERS OF AMERICA LLC's sale, assignment, and transfer of the Receivables and the proceeds of the Receivables to CBSG and of CBSG's absolute ownership of the Receivables and the proceeds of the Receivables. Upon your receipt of a copy of this letter from CBSG, you are authorized to deliver to CBSG Receivables and the proceeds of the Receivables from the date of this letter forward in the amount indicated by CBSG. This authority includes, but is not limited to, the payment to CBSG of all funds owed by you to NATIONAL BROKERS OF AMERICA LLC or held by you for NATIONAL BROKERS OF AMERICA LLC in any merchant service account or credit card processing account.

The undersigned represents that he/she is authorized to sign this letter on behalf of NATIONAL BROKERS OF AMERICA LLC and to bind NATIONAL BROKERS OF AMERICA LLC.

DocuSigned by:
Very truly yours,
Alan Redmond
3262760520167456

By: ALAN REDMOND
Alan Redmond

Printed Name

Owner

Title

cc: Complete Business Solutions Group, Inc.

DS
AR
Please Initial

Exhibit “4”

Fill in this information to identify your case:

United States Bankruptcy Court for the:

EASTERN DISTRICT OF PENNSYLVANIA

Case number (if known) Chapter 7

Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

4/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's name National Brokers of America, Inc.

2. All other names debtor used in the last 8 years Include any assumed names, trade names and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 0162

4. Debtor's address Principal place of business Mailing address, if different from principal place of business 354 Penn Street Reading, PA 19602 Berks County Location of principal assets, if different from principal place of business

5. Debtor's website (URL)

6. Type of debtor Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) Partnership (excluding LLP) Other. Specify:

Case 19-15488-pmm Doc 1 Filed 09/03/19 Entered 09/03/19 16:11:03 Desc Main Document Page 2 of 6

Debtor National Brokers of America, Inc. Case number (if known) _____
Name

7. Describe debtor's business A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.
See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8. Under which chapter of the Bankruptcy Code is the debtor filing? Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

No.
 Yes.

If more than 2 cases, attach a separate list.

District	<u>Eastern</u>	When	<u>2/20/19</u>	Case number	<u>19-11045</u>
District	_____	When	_____	Case number	_____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No.
 Yes.

List all cases. If more than 1, attach a separate list

Debtor	_____	Relationship	_____
District	_____	When	_____
		Case number, if known	_____

Debtor National Brokers of America, Inc. Case number (if known) _____
Name

11. Why is the case filed in this district? *Check all that apply:*

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property? _____
 Number, Street, City, State & ZIP Code

Is the property insured?

No

Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds. *Check one:*

Funds will be available for distribution to unsecured creditors.

After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated Assets

<input checked="" type="checkbox"/> \$0 - \$50,000	<input type="checkbox"/> \$1,000,001 - \$10 million	<input type="checkbox"/> \$500,000,001 - \$1 billion
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0 - \$50,000	<input checked="" type="checkbox"/> \$1,000,001 - \$10 million	<input type="checkbox"/> \$500,000,001 - \$1 billion
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

Case 19-15488-pmm Doc 1 Filed 09/03/19 Entered 09/03/19 16:11:03 Desc Main

Document Page 4 of 6

Debtor National Brokers of America, Inc. Case number (if known) _____
Name

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 3, 2019
MM / DD / YYYY

X /s/ Alan C. Redmond
Signature of authorized representative of debtor

Alan C. Redmond
Printed name

Title President

18. Signature of attorney **X /s/ Joseph T. Bambrick, Jr.**
Signature of attorney for debtor

Date **September 3, 2019**
MM / DD / YYYY

Joseph T. Bambrick, Jr. 45112
Printed name

Joseph T. Bambrick, Jr., Esq.
Firm name

**529 Reading Avenue, Suite K
West Reading, PA 19611**
Number, Street, City, State & ZIP Code

Contact phone 610-372-6400 Email address no1jtb@aol.com

45112 PA
Bar number and State

Case 19-15488-pmm Doc 1 Filed 09/03/19 Entered 09/03/19 16:11:03 Desc Main

National Brokers of America, Inc. Page 5 of 6. 1 of 1

Alan Redmond
4 South 4th Street
Floor 3
Reading, PA 19602

Capital Advance Services, LLC
c/o Steven Koplove, Esq.
Kraft & Kraft
3200 Pennrose Ferry Road
Philadelphia, PA 19145

Inside Response LLC
c/o Christopher P. Koval, Esq.
809 Easton Road
PO Box M
Willow Grove, PA 19090

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101

Pennsylvania Department of Revenue
PO Box 280946
Harrisburg, PA 17128

Plan Z LLC
c/o jeffrey P. Ward, Esq.
625 Liberty Avenue
Pittsburgh, PA 15222

Case 19-15488-pmm Doc 1 Filed 09/03/19 Entered 09/03/19 16:11:03 Desc Main Document Page 6 of 6

**United States Bankruptcy Court
Eastern District of Pennsylvania**

In re **National Brokers of America, Inc.**

Debtor(s)

Case No. _____

Chapter **7**

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **National Brokers of America, Inc.** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

None [*Check if applicable*]

September 3, 2019

Date

/s/ Joseph T. Bambrick, Jr.

Joseph T. Bambrick, Jr. 45112

Signature of Attorney or Litigant

Counsel for **National Brokers of America, Inc.**

Joseph T. Bambrick, Jr., Esq.

529 Reading Avenue, Suite K

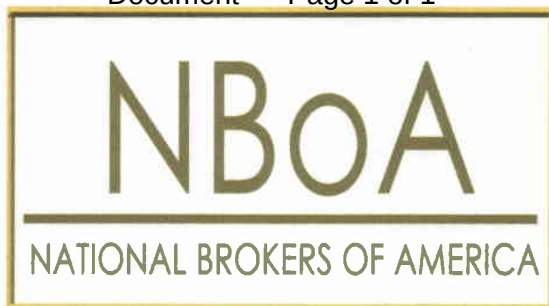
West Reading, PA 19611

610-372-6400

no1jtb@aol.com

Exhibit “5”

Case 19-15488-pmm Doc 3 Filed 09/03/19 Entered 09/03/19 16:12:12 Desc Main Document Page 1 of 1



**2525 N. 12th St., Suite 390
Reading PA 19605**

Corporate Resolution

And Now, this 30th day of August, 2019 upon consideration of the litigation and business practices of the corporation, it has been decided by me as the sole director, shareholder and officer that the corporation should file for Bankruptcy as soon as possible.

Date: 9/3/19



Alan Redmond, President/Director

Exhibit “6”

Fill in this information to identify the case:

Debtor name National Brokers of America, Inc.
 United States Bankruptcy Court for the: EASTERN DISTRICT OF PENNSYLVANIA
 Case number (if known) 19-15488

Check if this is an amended filing

Official Form 206A/B
Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

- No. Go to Part 2.
- Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

3. **Checking, savings, money market, or financial brokerage accounts** (Identify all)

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	Current value of debtor's interest
3.1. Santander Bank	Business Checking	8590	\$3,998.87

4. **Other cash equivalents** (Identify all)

5. **Total of Part 1.**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$3,998.87

Part 2: Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

- No. Go to Part 3.
- Yes Fill in the information below.

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

- No. Go to Part 4.
- Yes Fill in the information below.

11. **Accounts receivable**

11a. 90 days old or less:	0.00	-	0.00	=	\$0.00
	face amount		doubtful or uncollectible accounts		

Case 19-15488-pmm Doc 17 Filed 09/30/19 Entered 09/30/19 14:10:26 Desc Main Document Page 2 of 4

Debtor National Brokers of America, Inc. Case number (if known) 19-15488
Name

11a. 90 days old or less: 0.00 - 0.00 = \$0.00
face amount doubtful or uncollectible accounts

12. **Total of Part 3.** \$0.00
 Current value on lines 11a + 11b = line 12. Copy the total to line 82.

Part 4: Investments

13. Does the debtor own any investments?

- No. Go to Part 5.
- Yes Fill in the information below.

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
- Yes Fill in the information below.

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- No. Go to Part 7.
- Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- No. Go to Part 8.
- Yes Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture Tables, chairs, desks, refrigerator, toaster oven	\$0.00		\$11,090.00
40. Office fixtures			
41. Office equipment, including all computer equipment and communication systems equipment and software Computers, Monitors, Headsets, flat screen monitors	\$0.00		\$7,990.00

42. **Collectibles** Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles

43. **Total of Part 7.** \$19,080.00
 Add lines 39 through 42. Copy the total to line 86.

44. Is a depreciation schedule available for any of the property listed in Part 7?

Case 19-15488-pmm Doc 17 Filed 09/30/19 Entered 09/30/19 14:10:26 Desc Main Document Page 3 of 4

Debtor National Brokers of America, Inc. Case number (if known) 19-15488
Name

- No
- Yes

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

- No
- Yes

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- No. Go to Part 9.
- Yes Fill in the information below.

Part 9: Real property

54. Does the debtor own or lease any real property?

- No. Go to Part 10.
- Yes Fill in the information below.

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- No. Go to Part 11.
- Yes Fill in the information below.

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- No. Go to Part 12.
- Yes Fill in the information below.

Case 19-15488-pmm Doc 17 Filed 09/30/19 Entered 09/30/19 14:10:26 Desc Main Document Page 4 of 4

Debtor National Brokers of America, Inc. Case number (if known) 19-15488
Name

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>	<u>\$3,998.87</u>	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	<u>\$0.00</u>	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	<u>\$0.00</u>	
83. Investments. <i>Copy line 17, Part 4.</i>	<u>\$0.00</u>	
84. Inventory. <i>Copy line 23, Part 5.</i>	<u>\$0.00</u>	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	<u>\$0.00</u>	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	<u>\$19,080.00</u>	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	<u>\$0.00</u>	
88. Real property. <i>Copy line 56, Part 9.....></i>		<u>\$0.00</u>
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	<u>\$0.00</u>	
90. All other assets. <i>Copy line 78, Part 11.</i>	<u>+</u> <u>\$0.00</u>	
91. Total. Add lines 80 through 90 for each column	<u>\$23,078.87</u>	<u>+ 91b. \$0.00</u>
92. Total of all property on Schedule A/B. Add lines 91a+91b=92		<u>\$23,078.87</u>

4/29/2021

Live Database Area

Bankruptcy Forms

1 / 1

100%

Fill in this information to identify the case:

Debtor name National Brokers of America, Inc.

United States Bankruptcy Court for the: EASTERN DISTRICT OF PENNSYLVANIA

Case number (if known) 19-15488

Check if this is an amended filing

Official Form 206E/F
Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- No. Go to Part 2.
 Yes. Go to line 2.

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
3.1	Nonpriority creditor's name and mailing address Alan Redmond 4 South 4th Street Floor 3 Reading, PA 19602 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <u>\$8,967,000.00</u> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Personal Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.2	Nonpriority creditor's name and mailing address Bene Markets LLC 8 The Green, Suite A Dover, DE 19901 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <u>\$3,200,000.00</u> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Services Rendered</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.3	Nonpriority creditor's name and mailing address Capital Advance Services, LLC c/o Steven Koplove, Esq. Kraft & Kraft 3200 Pennrose Ferry Road Philadelphia, PA 19145 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <u>\$2,300,000.00</u> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Services Rendered</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3.4	Nonpriority creditor's name and mailing address Internal Revenue Service PO Box 7346 Philadelphia, PA 19101 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <u>\$140,864.00</u> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Past Due Taxes</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

Case 19-15488-pmm Doc 19 Filed 09/30/19 Entered 09/30/19 14:12:10 Desc Main Document Page 2 of 2

Debtor National Brokers of America, Inc. Case number (if known) 19-15488
Name

3.5 Nonpriority creditor's name and mailing address PA Dept of Revenue As of the petition filing date, the claim is: *Check all that apply.* \$88,485.50
PO BOX 280509 Contingent
Harrisburg, PA 17128-0418 Unliquidated
 Date(s) debt was incurred Disputed
 Last 4 digits of account number Basis for the claim: Past Due Taxes
 Is the claim subject to offset? No Yes

3.6 Nonpriority creditor's name and mailing address Plan Z LLC As of the petition filing date, the claim is: *Check all that apply.* \$250,000.00
c/o jeffrey P. Ward, Esq. Contingent
625 Liberty Avenue Unliquidated
Pittsburgh, PA 15222 Disputed
 Date(s) debt was incurred Basis for the claim: Services Rendered
 Last 4 digits of account number Is the claim subject to offset? No Yes

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
--------------------------	--	---

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts	
5a. Total claims from Part 1	5a.	\$	0.00
5b. Total claims from Part 2	5b. +	\$	14,946,349.50
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$	14,946,349.50

Case 19-15488-pmm Doc 20 Filed 09/30/19 Entered 09/30/19 14:12:39 Desc Main Document Page 1 of 1

Fill in this information to identify the case:

Debtor name National Brokers of America, Inc.

United States Bankruptcy Court for the: EASTERN DISTRICT OF PENNSYLVANIA

Case number (if known) 19-15488

Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

Yes. Fill in all of the information below even if the contacts of leases are listed on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B).

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

2.2 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

2.3 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

2.4 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract

Exhibit “7”

FUNDING PRE-QUALIFICATION

CONGRATULATIONS!

You Have Been Pre-Qualified for Business Funding

To finalize your business funding, we need additional information and documents from you so we can complete our decision-making process. Along with this Funding Pre-Qualification, we are sending you a proposed Agreement for the Purchase and Sale of Future Receivables ("Agreement") and related documents. Please carefully review the Agreement and related documents in their entirety. If you find any errors, please contact your account specialist before signing and returning them.

You have been pre-qualified based on our preliminary review of the information you have provided. Your pre-qualification is not a guaranty of funding nor a commitment to fund. You must provide the requested additional information, sign and return the Agreement and related documents sent to you, and our underwriting department will make a final determination regarding the terms of your Agreement. Any misrepresentation relating to any information you have provided to us or may provide to us in the future or any adverse change in your financial condition or status may void this pre-qualification offer. Pre-qualification is subject to withdraw, change, and/or cancellation at any time if you no longer meet the requirements for the requested funding.

We must receive the additional required information and the signed Agreement and related documents within 10 days of the date of the Agreement. Otherwise, we will consider your application to be withdrawn and this offer void.

QUALIFIED: \$ 1,000,000.00

YOUR UNDERWRITER IS: WENDY FURMAN

THE FOLLOWING MUST BE PROVIDED OR COMPLETED:

- DRIVER'S LICENSE (COLOR COPY)
- VOIDED CHECK
- AR OR LIST OF CLIENTS OR MERCHANT STATEMENTS
- COMPLETION OF OUR ONSITE INSPECTION
- BANK LOGIN OR DECISION LOGIC
- COMPLETION OF OUR SATISFACTION SURVEY

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Palm Beach Gardens, FL 33408
Office: 215-914-5540 | Fax: 888-305-7562

Please Initial 

AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

This Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”) is made as of FEBRUARY 12, 2020, and is by and between Complete Business Solutions Group, Inc. d/b/a Par Funding and the business identified below. Capitalized terms in this Purchase Agreement and accompanying documents shall have the meanings set forth in the “Definitions” section of this Purchase Agreement unless otherwise defined herein.

Legal Business Name (“Merchant Seller”)	BENE MARKET LLC	
D/B/A	NATIONAL BROKERS OF AMERICA DBA BENEMARKETS DBA UC CONSOLIDATION	
Type of Business Entity	<i>Corporation (CORP)</i>	
	<i>LLC (LLC)</i>	X
	<i>Limited Partnership (LP)</i>	
	<i>Limited Liability Partnership (LLP)</i>	
	<i>Sole Proprietor (SP)</i>	
Physical Address	2525 N 12TH STREET, STE 390, READING, PA 19605	
Mailing Address	2525 N 12TH STREET, STE 390, READING, PA 19605	
Business Phone		
Business E-mail		
Federal EIN No.	[REDACTED] 0162	
“Owner” (authorized to execute this Purchase Agreement on behalf of Merchant Seller).	<i>Name</i>	ALAN REDMOND
	<i>Title</i>	
	<i>Home Address</i>	
	<i>Home Phone</i>	
	<i>Cell Phone</i>	
	<i>E-mail</i>	
	<i>Social Security No.</i>	[REDACTED] 5092
Broker Information	<i>Name</i>	
	<i>Phone</i>	

1. PURCHASE AND SALE TERMS:

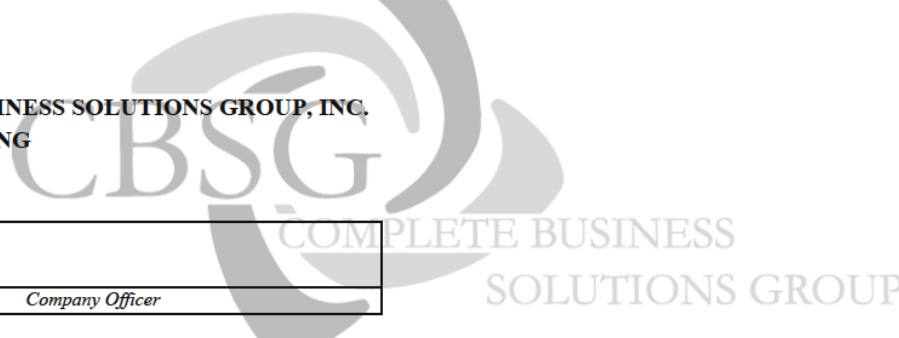
Purchase Price	\$1,000,000.00
Specified Percentage	10%
Weekly Specified Amount	\$35,000.00
Amount of Weeks	40
Receivables Purchased Amount	\$1,400,000.00
Estimated Final Receipt Date	40 WEEKS FROM FUNDING DATE

Acknowledgement of Purchase and Sale Terms

FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
ALAN REDMOND	<i>Alan Redmond</i>		←
	88BC6C5E4CAC458...		
FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
ALAN REDMOND	<i>Alan Redmond</i>		←
	88BC6C5E4CAC458...		

COMPLETE BUSINESS SOLUTIONS GROUP, INC.
d/b/a PAR FUNDING

Company Officer



2. DEFINITIONS:

- a. **Account or Approved Account.** The deposit account designated by Merchant Seller and approved by Purchaser from which Payments will be remitted by Merchant Seller to Purchaser. All deposits in the Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- b. **Approved Account Bank.** The bank or financial institution where the Account or Approved is maintained.
- c. **Additional Sums.** Any sum, other than the Receivables Purchased Amount, due or that may become due under this Purchase Agreement from Merchant Seller to Purchaser.
- d. **ACH.** Automated Clearing House.
- e. **CBSG or Purchaser.** Complete Business Solutions Group, Inc. d/b/a Par Funding.
- f. **Collateral.** Any and all collateral pledged to secure the obligations under this Purchase Agreement
- g. **Daily Specified Amount or Daily Retrieval Rate.** The amount Purchaser shall deduct from the Account on a daily basis (weekends and federal holidays excluded) until such time as the Receivables Purchased Amount is delivered (i.e., paid in full) to Purchaser. The Daily Specified Amount is an approximation of the base payment due under the Specified Percentage.

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- h. **Debit.** Any debit made by Purchaser from the Account or Other Account as a Payment.
- i. **Expected Term.** The time from delivery of the Purchase Price until the Receivables are to be delivered in full by Merchant Seller to Purchaser.
- j. **Fee Schedule.** The schedule of fees attached hereto as Schedule A and made a part of this Purchase Agreement.
- k. **Guarantor.** Any individual or entity that guaranties Merchant Seller's obligations under this Purchase Agreement.
- l. **Guaranty.** Any guaranty signed by a Guarantor evidencing the Guarantor's agreement to guaranty Merchant Seller's obligations under this Purchase Agreement.
- m. **NSF Fees.** Any fee or charge that results from an Account or Other Account not having sufficient funds to cover the amount of any Payment or Debit, including, without limitation, fees or charges for rejected Debits or Payments made (or attempted) via ACH.
- n. **Other Account.** Any account from which Purchaser allows Merchant Seller to make a Payment that is not the Approved Account. All deposits in the Other Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- o. **Outside Fees.** Fees paid to any third party in connection with the execution or negotiation of this Purchase Agreement.
- p. **Owner.** Individual(s) or entity(ies) executing this Purchase Agreement on behalf of the Merchant Seller.
- q. **Parties.** Merchant Seller, Guarantor(s) and CBSG, collectively.
- r. **Payments.** Payments made or to be made by Merchant Seller as the means for delivery of the Receivables by Merchant Seller to Purchaser.
- s. **Processor.** Third party being used by Merchant Seller on the date of the Purchase Agreement, or as otherwise approved by Purchaser, through which electronic checks, credit card payments or other payments are processed or the settlement of Receivables.
- t. **Purchase Agreement.** This Agreement for the Purchase and Sale of Future Receivables, any and all documents executed in connection herewith as a condition precedent to its effectiveness, and any and all exhibits incorporated herein by reference.
- u. **Purchase Price.** The total dollar amount CBSG is paying to Merchant Seller in exchange for the Receivables and pursuant to the terms of this Purchase Agreement.
- v. **Purchaser or CBSG.** Complete Business Solutions Group, Inc. d/b/a Par Funding.
- w. **Receivables.** Any and all payments made to Merchant Seller by cash, check, credit or debit card, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, without limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations due to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Merchant Seller's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to CBSG.
- x. **Receivables Purchased Amount or RPA.** The total amount of Receivables Merchant Seller is selling to CBSG in exchange for the Purchase Price and pursuant to the terms of this Purchase Agreement.

3. **ACKNOWLEDGEMENTS:**

- a. **No Promise of Additional Capital.** Merchant Seller acknowledges that neither CBSG nor anyone else has made a promise of additional capital in the form of other future-receivables purchases.

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 Please Initial  

- b. **Sale of Additional Future Receivables.** Merchant Seller acknowledges that CBSG's policy is that a merchant seller may seek to sell to CBSG additional future receivables only after the merchant/seller has delivered to CBSG 55% of the receivables purchased by CBSG from the merchant/seller. CBSG may at its sole discretion chose to or not to purchase additional future receivables and to set the terms of the purchase of additional future receivables.
- c. **Outside Fee Not Permitted.** Merchant Seller acknowledges that CBSG does not allow Outside Fees and that no one has discussed additional fees (other than those set forth in the Fee Schedule) with Merchant Seller or any representative of Seller Merchant.
- d. **No Third-Party Contact.** Merchant Seller acknowledges that it has not had and will not have or maintain any contact with any third-party debt company regarding the Purchase Agreement.

4. **GENERAL TERMS:**

- a. **Execution of Documents.** As a condition precedent to the effectiveness of this Purchase Agreement, Merchant Seller shall execute the following documents, authorizations, and/or agreements in the form(s) acceptable to Purchaser and if requested by Purchaser.
 - i. **Bank Authorization.** Merchant Seller shall execute a written authorization with the Acceptable Account Bank to obtain electronic funds transfer services and allowing Purchaser and/or its agent to debit the Daily Specified Amount of any other Payment from the Account. Merchant Seller shall provide Purchaser and/or its authorized agent with all the information, authorization(s), and/or password(s) necessary for Purchaser: (1) to verify Merchant Seller's receivables, receipts and deposits into the Account, payments and debits made from the Account, and balance in the Account; and (2) to withdraw the Specified Daily Amount and/or other Payments via ACH debit. The authorization given and executed pursuant this section shall be irrevocable; however, notwithstanding the foregoing, it may be revoked with, and only with, the written consent of Purchaser.
 - ii. **Assignment of Lease.** Merchant Seller shall execute and deliver to Purchaser an "Assignment of Lease" in favor of Purchaser for any premises leased by or for Merchant Seller and used in connection with the operation of Merchant Seller's business and its business operations. The Assignment of Lease shall be in a form acceptable to Purchaser.
- b. **Term.** The Receivables Purchased Amount and any Additional Sums shall be delivered and/or paid in full by Merchant Seller to Purchaser during the Expected Term. To the extent Purchaser allows the Receivables Purchased Amount and/or any Additional Sums to be delivered and/or paid beyond the Expected Term, such allowance is not and shall not be deemed a waiver by Purchaser of any of its rights and/or remedies allowed under this Agreement. The provisions of this section shall survive expiration or termination of this Purchase Agreement.
- c. **Future Purchases.** Purchaser is under no obligation to make future purchases from Merchant Seller. To the extent the Purchase Price is being paid by Purchaser in incremental payments to Merchant Seller, Purchaser reserves the right, following a breach of or default under this Purchase Agreement, to withhold any incremental payment(s) not yet made.
- d. **Financial Condition.** Merchant Seller authorizes Purchaser and/or its agents to investigate its financial responsibility and history. Merchant Seller shall provide to Purchaser any bank or financial statements, tax returns, *etc.*, as Purchaser deems necessary prior to or at any time after execution of this Purchase Agreement. A photocopy of this authorization will be deemed acceptable for release to Purchaser of such financial information. Purchaser is authorized to collect updated information and financial profiles from Merchant Seller from time to time as Purchaser deems appropriate.
- e. **Transactional History.** Merchant Seller authorizes its banks or other financial institutions to provide Purchaser with Merchant Seller's banking or processing history to determine Merchant Seller's qualification to continue with business relationships with Purchasers.
- f. **Monthly Assessment of Merchant Cash Flow.** Merchant Seller hereby authorizes Purchaser to initiate one or more ACH debits at the specified Daily Retrieval Rate from the Account as an approximation of the base payment due under the Specified Percentage. It is the Merchant Seller's responsibility to provide financial information (e.g. bank statements, credit card processing statements, general ledger) regarding its gross receivables and to reconcile the daily

payments made against the Specified Percentage, permitting Purchaser to debit or credit the difference to Merchant Seller on a monthly basis so that the Daily Retrieval Rate equals the Specified Percentage.

5. PURCHASE AND SALE OF RECEIVABLES.

- a. In exchange for the Purchase Price, Merchant Seller hereby sells, assigns, and transfers to CBSG the Receivables, thereby making CBSG the absolute owner of the Receivables, which include, but are not limited to, any and all payments made to Merchant Seller by cash, check, credit or debit card, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, without limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations due to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Seller/Merchant's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to CBSG.
- b. The Purchase Price is being paid in exchange for the purchase and sale of the Receivables and is not intended to be, nor shall it be construed as, a loan from Purchaser to Merchant Seller. Merchant Seller agrees and acknowledges that the Purchase Price represents the fair market value of the Receivables. Purchaser has purchased and shall own all the Receivables up to the total Receivables Purchase Amount as the Receivables are created. Payments made to Purchaser towards the total Receivables Purchase Amount shall be conditioned upon (i) Merchant Seller's sale of products and/or services and (ii) the payment of such goods and/or services to Merchant Seller by its customers pursuant to the terms of this Purchase Agreement.
- c. In no event shall any amounts paid to or received by Purchaser (or any portion of any such amount) be construed as or considered to be interest (with the exception of any interest awarded pursuant to any award or judgment entered against Merchant Seller for a breach of this Purchase Agreement). In the event that any court of competent jurisdiction determines that Purchaser has improperly charged or received interest under this Purchase Agreement and that said amount is in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and Purchaser shall promptly refund to Merchant Seller any interest Purchaser received in excess of the maximum lawful rate. It is Merchant Seller's intent that it not pay or contract to pay and that Purchaser not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant Seller under applicable law.

- 6. PAYMENT OF PURCHASE PRICE BY CBSG TO SELLER.** Unless otherwise set out in this Purchase Agreement, Purchaser shall wire the Purchase Payment Amount into the designated bank account of Merchant Seller upon execution of this Purchase Agreement.

7. DELIVERY OF RECEIVABLES BY SELLER TO CBSG.

- a. Merchant Seller shall deliver the Receivables to Purchaser by making Payments to Purchaser pursuant to the terms of this Purchase Agreement.
- b. **Merchant Seller hereby irrevocably authorizes Purchaser to debit on a daily basis the Daily Specified Amount from the Account. Notwithstanding the foregoing, debits shall not be made on weekends or on federal holidays, however, on the first business day after any federal holiday, the amount of the debit made shall be twice the Daily Specified Amount.**
- c. Merchant Seller shall ensure that funds adequate to cover any and all amounts to be debited by Purchaser are in the Account or Other Account when the Debit is scheduled to be and is made.
- d. Upon Merchant Seller's request, Purchaser may, in its sole discretion and judgment, adjust the amount of any Payment or Debit to be made under this Purchase Agreement. Any adjustment made by Purchaser pursuant to this section shall

not be construed as a waiver of any of Purchaser's rights and/or remedies or of Merchant Sellers's other obligations under this Purchase Agreement.

- e. Merchant Seller shall be responsible for and pay to Purchaser any and all NSF Fees upon the assessment of any such fee against Purchaser. Purchaser is not responsible for any overdrafts or rejected transactions that result to any Account or Other Account as a result of Purchaser making a schedule or otherwise agreed upon Debit from an Account or other Account.
 - f. Merchant Seller shall provide to Purchaser Merchant Seller's bank statements for any and all bank accounts to allow Purchaser to reconcile the daily payments made against the Daily Specified Amount. Failure to provide all such bank statements in a timely manner shall forfeit all rights to future reconciliations.
8. **MERCHANT SELLER'S REPRESENTATIONS AND WARRANTIES.** Merchant Seller represents and warrants that as of the date of this Purchase Agreement and throughout the term of the Purchase Agreement as follows:
- a. **Financial Condition and Financial Information.** Current and future bank and financial statements Merchant Seller has furnished and/or will furnished to Purchaser do and shall fairly represent the financial condition of Merchant Seller as of the date of any such bank or financial statement. Merchant Seller has a continuing, affirmative obligation to advise Purchaser of any material or adverse change in its financial condition, operation, or ownership. Purchaser may request bank and financial statements from Merchant Seller at any time during the term of this Purchase Agreement. Upon Purchaser's request of bank and/or financial statements from Merchant Seller, Merchant Seller shall provide the request statement to Purchaser within five (5) business days of the request.
 - b. **Business Purpose.** Merchant Seller is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates. Merchant Seller is entering into this Purchase Agreement *for business purposes only* and not as a consumer for personal, family, or household purposes.
 - c. **Governmental Approvals.** Merchant Seller is in compliance and shall at all time remain in compliance with all laws and has all valid permits, authorizations, and licenses required and necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.
 - d. **No Conflicting Obligations/Unencumbered Receivables.** There are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such Merchant Seller from: (i) negotiating and entering into this Purchase Agreement; or (ii) fulfilling its responsibilities and obligations under this Purchase Agreement. Unless otherwise disclosed to Purchaser and such disclosure acknowledged by Purchaser prior to the execution of this Purchase Agreement, Merchant Seller has good, complete, and marketable title to all Receivables, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges, and/or encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated by this Purchase Agreement or adverse to the interests of Purchaser.
 - e. **No Bankruptcy.** As of the date of this Purchase Agreement, Merchant Seller is solvent and does not contemplate filing and has not filed any petition for bankruptcy protection under Title 11 of the United States Code, no involuntary petition has been brought or is pending against Merchant Seller, and there is presently no basis for an involuntary petition to be brought against it.
 - f. **Authorization.** Merchant Seller and each of the individuals executing this Purchase Agreement and the Schedules and Exhibits hereto warrants and represents that he or she has full authority to execute this Purchase Agreement and the Schedules and Exhibits hereto and to bind the entity on whose behalf he or she is executing this Purchase Agreement and the Schedules and Exhibits hereto.
 - g. **Receivables Outside of Bankruptcy Estate.** All Receivables, being the property of Purchaser, shall not be part of, not made part of, any Bankruptcy Estate.

9. **ADDITIONAL OBLIGATIONS.**

- a. **Insurance.** Merchant Seller shall maintain business-interruption insurance naming Purchaser as loss payee and additional insured in amounts and against risks as are satisfactory to Purchaser and shall provide Purchaser proof of such insurance upon request.
- b. **Change of Name or Location/Reference to DBA.** Merchant Seller shall conduct its business only under its legal businesses name or under a “doing-business-as” or “d/b/a” name previously disclosed to Purchaser. In the event Purchaser, in connection with any matter relating to the transactions contemplated by this Purchase Agreement, uses a “doing-business-as” or “d/b/a” name used by Merchant Seller (whether or not previously disclosed to Purchaser) to refer to Merchant Seller, Merchant Seller consents to and agrees that such use shall be deemed an acceptable reference to Merchant Seller’s legal name. Such use by Purchaser shall include, without limitation, use of a “doing-business-as” or “d/b/a” name in connection with the filing of any form under the Uniform Commercial Code and/or any other filing or notice.
- c. **Daily Batch Out.** Merchant Seller will settle receipts with the Processor on a daily basis.
- d. **Estoppel Certificate.** Upon the request of Purchaser, Merchant Seller shall execute and deliver to Purchaser (and/or to any other person, entity, firm, or corporation designated by Purchaser in its request) an “Estoppel Certificate” in the form Purchaser requires certifying that this Purchase Agreement is unmodified and in full force and effect and stating the dates on which Receivables Purchased Amount or any portion thereof has been repaid. Merchant Seller shall provide the requested Estoppel Certificate within one (1) business day of Purchaser’s request. In the event this Purchase Agreement has been modified and/or amended pursuant to the terms of this Purchase Agreement, the Estoppel Certificate shall state that the purchase Agreement is in full force and effect as modified and/or amended and stating the modifications and/or amendments.
- e. **Working Capital Funding.** With the exception of agreements between Merchant Seller and Purchaser that may be executed in the future, Merchant Seller shall not enter into any arrangement, agreement, contract, or commitment that in any way encumbers the Receivables, whether in the form of a purchase or sale, loan against, collateralization of, or the sale or purchase of credits against, Receivables or future check sales.
- f. **Third Party Negotiators.** Merchant Seller agrees that it shall not to retain any third-party negotiator, consolidator, or credit relief agency with regard to Merchant Seller’s obligations under this Purchase Agreement or to attempt to renegotiate or settle Merchant Seller’s obligations under this Purchase Agreement. Merchant Seller shall maintain and allow direct communication with Purchaser at all times during the course of this Purchase Agreement and shall not engage any third party to negotiate Merchant Seller’s obligations as stated in this Purchase Agreement. Merchant Seller consents to the imposition of the “Third Party Negotiator Fee” set forth in the Fee Schedule upon Merchant Seller’s breach of this section. The “Third Party Negotiator Fee” shall be included in and made part of Additional Payments due under this Purchase Agreement.
- g. **U.S. Bankruptcy.** The act of filing a petition for relief under the United States Bankruptcy Code shall not constitute an event of default under the terms of this Purchase Agreement. However, due to the fact that the Merchant Seller shall no longer be generating new Receivables, Purchaser shall have the right to take all existing, prepetition-purchased Receivables and proceeds of these Receivables immediately upon the filing of the petition for relief. Purchaser shall be permitted to collect all Receivables and all proceeds thereof until the purchased amount has been reached. Any remaining receivables and proceeds shall be the property of the Merchant Seller. Further, Merchant Seller agrees to indemnify Purchaser for any pre-petition Receivables, which are clawed-back into a bankruptcy estate, including any attorney fees and costs incurred as a result thereof.

10. **EVENTS OF DEFAULT.** Any of the following (directly or indirectly) shall constitute an “Event of Default” under this Purchase Agreement.

- a. Merchant Seller taking any action to discourage the use of electronic check processing of payment for Merchant Seller's goods and/or services that are settled through a Processor or permitting any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase or payment of Merchant Seller's goods and/or including, but not limited to, direct deposit of any check into a bank account without scanning into the Purchaser electronic check processor.
- b. Merchant Seller changing its arrangement(s) with any Processor in any way that is adverse to Purchaser.
- c. Merchant Seller changing the Processor through which electronic checks are processed for settling the Receivables or permitting any event to occur that could cause diversion of any of Merchant Seller's check transactions to a new or different Processor other than the Processor being used as of the date of this Purchase Agreement.
- d. Merchant Seller interrupting the operation of its business (other than adverse weather, natural disasters, or acts of God).
- e. Merchant Seller transferring, moving, selling, disposing of, or otherwise conveying its business or assets or any ownership interest in Merchant/Seller without (i) Purchaser's express, prior written consent and (ii) the written agreement of any purchaser or transferee of any of the foregoing to assume all of Merchant Seller's obligations under this Purchase Agreement, which written agreement must be in a form satisfactory to Purchaser.
- f. Merchant Seller taking any action, failing to take any action, or offer any incentive (economic or otherwise), the result of which would be to induce any of Merchant Seller's customer(s) and/or client(s) to pay for Merchant Seller's goods and/or services with checks that are not settled through the Processor.
- g. Merchant Seller's failure to comply with or violation of any duty, obligation, or provision contained in this Purchase Agreement.
- h. Merchant Seller's failure to make any payment required under this Purchase Agreement.
- i. Merchant Seller's breach of any representation or warranty contained in this Purchase Agreement.
- j. The discovery that any representation or warranty contained in this Purchase Agreement was incorrect, false, or misleading in any respect at the time the representation or warranty was made.
- k. Merchant Seller admitting in writing its inability to pay its debts or making a general assignment for the benefit of creditors; the institution of any proceeding by or against Merchant Seller seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.
- l. Merchant Seller sending a notice to Purchaser terminating or attempting to terminate this Purchase Agreement.
- m. Merchant Seller transporting, moving, interrupting, suspending, dissolving or terminating its business; transferring or selling all or substantially all of its assets; making or sending notice of any intended bulk sale or transfer.
- n. Merchant Seller's use of multiple depository accounts without Purchaser's prior written consent, changing the Account without Purchaser's prior written consent.
- o. Merchant Seller perform any act that reduces the value of any Collateral granted under this Purchase Agreement;
- p. Merchant Seller's breach of default under any of the terms, covenants, and conditions of any other agreement with Purchaser.

11. **REMEDIES UPON AN EVENT OF DEFAULT.** Upon and Event of Default, Purchaser shall have the right, without limitation, to the following remedies (each a "Protection"), which are cumulative and not exclusive and are in addition to any other rights and/or remedies available to Purchaser at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law and/or in equity. Merchant Seller agrees to pay all costs (including in-house attorney fees) incurred by Purchaser in collecting any Payment or Additional Payments due under this Purchase Agreement and/or in enforcing the provisions of this Purchase Agreement.

- a. **Protection One.** Immediate payment of the full value of the Receivables Purchased Amount, Additional Payments, and any and all other fees due under this Purchase Agreement, less the amount of Receivables delivered and Additional Payments made under this Purchase Agreement.
- b. **Protection Two.** Confess judgment against Merchant Seller or/or any Guarantor pursuant to the Warrant of Attorney to Confess Judgment contained in this Purchase Agreement and/or in any Guaranty and execute upon any such confessed judgment.
- c. **Protection Three.** Enforce its interest in the Collateral, such Collateral being pledged to Purchaser to satisfy Merchant Seller's obligations under this Purchase Agreement.
- d. **Protection Four.** Immediate refund by Merchant Seller to Purchaser of the entire Purchase Price.
- e. **Protection Five.** Institute an arbitration proceeding against Merchant Seller and/or Guarantor to enforce Purchaser's rights at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law.
- f. **Protection Six.** Exercise its rights under any Assignment of Lease executed pursuant this Purchase Agreement.
- g. **Protection Seven.** Debit Merchant Seller's deposit accounts and/or credit card processing accounts (wherever situated) by any means, including, but not limited to, ACH debit or facsimile signature on a computer-generated check drawn on Merchant Seller's bank account.
- h. **Protection Eight.** In the event Merchant Seller changes or permits the change of the Processor approved by Purchaser or adds an additional Processor, Purchaser may notify the new or additional Processor of Merchant Seller's sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such new or additional Processor to make payments directly to Purchaser of all or any portion of any amount received by such Processor.
- i. **Protection Nine.** Notify any customer, client, account obligor, or other third party that owes or may owe payments to Merchant Seller for Merchant Seller's goods and/or services of Merchant Seller's sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such customer, client, account obligor, or other third party to make payments directly to Purchaser of all or any portion of any amount due to Merchant Seller.


12. **WARRANT OF ATTORNEY TO CONFESS JUDGMENT.**


UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MERCHANT SELLER UNDER THIS PURCHASE AGREEMENT, MERCHANT SELLER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS PURCHASE AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNES THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HEREINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS PURCHASE AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO

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APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS PURCHASE AGREEMENT SHALL BE A SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN

Merchant Seller's Initials 

Merchant Seller's Initials 

- 13. **PROTECTION OF INFORMATION.** Merchant Seller and each Owner or Guarantor authorizes Purchaser to disclose information concerning its, his, her credit standing (including, without limitations, credit bureau reports Purchaser obtains) and business conduct to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant Seller and each Owner or Guarantor waives to the maximum extent permitted by law any claim for damages against Purchaser and/or Purchaser's officers, directors, agents, attorneys, employees and affiliates relating to: (i) any investigation undertaken by or on behalf of Purchaser permitted by this Purchase Agreement; or (ii) any disclosure of information as permitted by this Purchase Agreement.
- 14. **CONFIDENTIALITY.** Merchant Seller understands, agrees, and acknowledges that the terms and conditions of the products and services offered by Purchaser, including, without limitation, this Purchase Agreement and any other Purchaser documents (collectively, "Confidential Information"), are proprietary and confidential information of Purchaser. Unless disclosure is required by law or court order, Merchant Seller shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor, or employee of Merchant Seller who needs to know such information for the purpose of advising Merchant Seller ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant Seller and first agrees in writing to be bound by the terms of this section.
- 15. **POWER OF ATTORNEY.** Merchant Seller irrevocably appoints Purchaser as its agent and attorney-in-fact with full authority to take any action or to execute any instrument or document to settle all obligations due to Purchaser from any bank or Processor or anyone else or from Merchant Seller in the event of Merchant Seller's violation of this Purchase Agreement or the occurrence of an Event of Default under this Purchase Agreement, including, without limitation, the right to: (i) obtain and/or adjust insurance; (ii) collect monies due or to become due under or in respect of any of the Collateral (where applicable); (iii) receive, endorse, and/or collect any checks, notes, drafts, instruments, documents, or chattel paper in connection with clause (i) or clause (ii) above; (iv) sign Merchant Seller's name on any invoice, bill of lading, assignment, writing, document or other instrument directing Merchant Seller's customers and/or account obligors to make payments directly to Purchaser; and/or (v) file any claims or take any action or institute any proceeding that Purchaser deems necessary for the collection of any of the unpaid Receivables Purchased Amount from the Collateral (where applicable) or otherwise to enforce its rights with respect to payment of the Receivables Purchased Amount.
- 16. **ATTORNEY FEES AND COSTS.** Except as set out in the Binding Arbitration clause herein, Merchant Seller shall be responsible for and pay to Purchaser all costs Purchaser incurs in enforcing this Purchase Agreement and its rights and remedies under this Purchase Agreement, including attorney fees (for in-house counsel or outside counsel Purchaser retains to represent it), court costs and/or fees, and costs of collection. Notwithstanding the foregoing, attorney fees and costs to which Purchaser is entitled where judgment is confessed against Merchant Seller shall be governed the section of this Purchase Agreement entitled "Warrant of Confession of Judgment."
- 17. **INDEMNIFICATION.** Merchant Seller agrees to defend, hold harmless, and indemnify Purchaser and its officers, directors, agents, attorneys, and employees (collectively, "Indemnitee") from and against any and all losses, damages, liabilities, claims, costs, expenses, judgments, and attorney's fees resulting from (i) claims asserted by Purchaser for monies owed by Merchant Seller to Purchaser and/or (ii) actions taken by Processor in reliance upon information or instructions provided by Purchaser. Merchant Seller's obligation to defend, hold harmless, and indemnify as aforesaid shall in no manner be affected by the

existence or non-existence of insurance. The rights to indemnity under this Purchase Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on Indemnitee by statute, ordinance, regulation, or otherwise.

- 18. **NO LIABILITY.** In no event will Purchaser be liable for any claims asserted by Merchant Seller under any legal or equitable theory for lost profits, lost revenues, lost business opportunities, or exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant Seller.
- 19. **RELIANCE ON TERMS.** Applicable portions of this Purchase Agreement are agreed to for the benefit of Merchant Seller, Purchaser, and Processor, and, notwithstanding the fact that Processor is not a party of this Purchase Agreement, Processor may rely upon the terms of those section and raise them as a defense in any action.
- 20. **VOLUNTARY EXECUTION.** Each of the Parties states that it has carefully read this Purchase Agreement, knows its contents, freely and voluntarily agrees to all of its terms and conditions, and has freely and voluntarily affixed its signatures hereto with full and complete authority to do so. Each Party acknowledges that the terms of this Purchase Agreement are fully understood and voluntarily accepted by each Party, after having a reasonable opportunity to retain and confer with counsel. This Purchase Agreement is entered into after a full investigation by the each of the Parties, and none of the Parties is relying upon any statements or representations not embodied in this Purchase Agreement.
- 21. **BENEFIT; RIGHT OF ASSIGNMENT.** This Purchase Agreement shall be binding upon and inure to the benefit of Merchant Seller, Purchaser and their respective successors and assigns. Notwithstanding the foregoing, Merchant Seller may not assign any of its rights and/or obligations under this Purchase Agreement without the express, written consent of Purchaser, which consent may be given or withheld at the sole discretion of Purchaser. Purchaser may assign, transfer, or sell its rights to receive the Perished Amount and may assign, transfer, sell, and/or delegate its duties under this Purchase Agreement either in whole or in part.
- 22. **SURVIVAL OF REPRESENTATIONS.** All agreements, representations, warranties, terms, conditions, and covenants set forth in this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement and the consummation of the transactions provided for herein and shall continue in full force until all obligations under this Purchase Agreement shall have been satisfied in full and this Purchase Agreement shall have terminated.
- 23. **INTEGRATION AND MODIFICATIONS.** This Purchase Agreement constitutes the entire integrated agreement of the Parties with respect to the subject matter contained in this Purchase Agreement. Neither Merchant Seller nor the Guarantor(s) are relying on any statement by anyone not contained in this Purchase Agreement. Purchaser is not liable for any statements or representations made by anyone not contained in this Purchase Agreement. This Purchase Agreement cannot be modified except by a writing signed by the Party to be bound.
- 24. **NOTICES AND SERVICE OF PROCESS.** All notices, requests, consent, demands and other communications hereunder shall be delivered to the addresses for each Party set forth in this Purchase Agreement, unless a different address is provided by the Parties in writing. Merchant Seller and Guarantor(s) agree to the service of process required in any arbitration or legal proceeding upon them at such address by U.S. Certified Mail, Return Receipt Requested, and by regular U.S. Mail. Service of process will be considered effective even though the mail is returned as refused, undeliverable or not forwardable.
- 25. **INCORPORATION OF OTHER OBLIGATIONS AND CLAIMS.** Any obligation of the Merchant Seller and/or the Guarantor(s) under any other agreement with Purchaser and claims available to Merchant Seller and/or Guarantor(s) resulting from any other agreement with Purchaser are incorporated into and restated in this Purchase Agreement. The Parties may exercise any remedy available under this Purchase Agreement, including, but not limited to confession of judgement, for any breach of any other agreement with Purchaser. Guarantor(s) acknowledges Guarantor(s) joint and several liability for these obligations are incorporated an restated herein, and acknowledges Purchaser’s right to all remedies available under this Purchase Agreement are available to Purchaser for those incorporated and restated obligations, including, but not limited to confession of judgement. The parties agree that such incorporated and restated obligations and claims arising from other agreements with Purchaser are subject to the Binding Arbitration clause contained herein.

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- 26. **NO WAIVER OF REMEDIES.** No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Purchase Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Purchase Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

- 27. **BINDING ARBITRATION.** Except for Purchaser’s right to confess judgement against the Merchant Seller herein and/or the Guarantor(s) under the Guaranty, any and all disputes between or among the parties to this Purchase Agreement and/or the Guaranty arising out of or relating to the Purchase Agreement and/or the Guaranty, or the breach thereof, including but not limited to, claims in contract, tort or equity or for violations of law, regulation, statute or rule, shall be resolved by arbitration administered by the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its Commercial Arbitration Rules. There shall be one arbitrator of any such arbitration. Questions involving arbitrability of a dispute shall be decided by the arbitrator. Any petition or motion to open or strike a confessed judgement will be subject to arbitration under this provision. Purchaser will pay the filing fee and costs of the arbitrator. The Parties will otherwise bear their own costs, including attorney fees, arising from arbitration., The arbitrator shall not be permitted to render an opinion governing the dispute at issue, only findings and an award. The award rendered in any such arbitration shall be final and binding on the Parties, unless a petition for review is filed under 42 Pa.C.S. Sec. 7341 within thirty (30) days of the date of the award, but any such petition for review shall be limited to the grounds set forth in such statute, and there shall be no right of further appeal. Following the disposition of any petition for review, or the expiration of the aforementioned thirty (30) day period, and notwithstanding any other provisions of the Purchase Agreement, judgement on he award may be entered in any court having jurisdiction. The Parties each agree to waive the right t punitive damages, The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including any awards to the extent not already in the public domain except in judicial proceedings related to the award or where required by applicable law. This arbitration provision shall survive any termination or expiration of the Purchase Agreement.

- 28. **CHOICE OF LAW.** This Purchase Agreement and all related documents, and all matters arising out of or relating to this Purchase Agreement and the relationship of the Parties hereto, whether sounding in contract, tort, equity or law, regulation, statute or rule, are governed by, and construed in accordance with , the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions thereof to the extent that such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

- 29. **JURISDICTION AND VENUE.** With the exception of Binding Arbitration clause contained herein or Purchaser’s right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, or otherwise alleging claims related to or arising out of the Parties’ business relationship may be instituted in any Pennsylvania County Court of Common Pleas, in the Federal District Court for the Eastern District of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the “Acceptable Forums”). Merchant Seller agrees that each of the Acceptable Forums is convenient to it, submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue (including but not limited to inconvenient forum) in any of the motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum, The parties each agree to waive the right to trail by jury in any lawsuit brought pursuant to this paragraph.

- 30. **SEVERABILITY.** If any material provision or restriction contained in this Purchase Agreement shall be declared void or unenforceable under applicable law, the parties agree that such provision or restriction will be stricken, and this Purchase Agreement will continue in full force and effect.

- 31. **HEADINGS.** The headings in this Purchase Agreement are for convenience of reference only, are not deemed to constitute part of this Purchase Agreement and shall not limit or otherwise affect the construction of this Purchase Agreement. All references to the singular shall also include the plural, and references to the plural shall include the singular.

- 32. **EXECUTION IN COUNTERPARTS; ORIGINALS.** This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Facsimile and email signatures shall be deemed to be originals for all purposes.

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- 33. **JURY TRIAL WAIVER.** THE PARTIES WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS PURCHASE AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF OR OTHERWISE ALLEGING CLAIMS RELATED TO OR ARISING OUT OF THE PARTIES' BUSINESS RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY, AND WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

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

- 35. **NO PRESUMPTION AGAINST DRAFTER.** Merchant Seller and/or Guarantor(s) hereby waive any rule of construction law that requires that ambiguities be construed against the drafter of this Purchase Agreement.

FOR THE MERCHANT SELLER (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
ALAN REDMOND	<i>Alan Redmond</i>		←
	88BC6C5E4CAC458...		
FOR THE GUARANTOR (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
ALAN REDMOND	<i>Alan Redmond</i>		←
	88BC6C5E4CAC458...		

COMPLETE BUSINESS SOLUTIONS GROUP, INC.
d/b/a PAR FUNDING

<i>Company Officer</i>

2000 PGA Blvd Suite 4440
Palm Beach Gardens, FL 33408
Office: 215-914-5540 | Fax: 888-305-7562

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SECURITY AGREEMENT

Security Interest. To secure payment of any default in Merchant Seller’s performance obligations to Purchaser under the Agreement for the Purchase and Sale of Future Receivables (the “Purchase Agreement”, Merchant Seller hereby grants to Purchaser a security interest in: (a) all accounts, chattel paper, documents, equipment, general intangibles, receivables not previously sold by Merchant Seller to Purchaser, instruments, royalties, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (the “UCC”), now or hereafter owned or acquired by Merchant Seller; and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the “Collateral”).

Cross-Collateral. To secure Merchant Seller’s payment and Merchant Seller’s performance obligations to Purchaser under this Security Agreement (the “Security Agreement”), Merchant Seller hereby grants Purchaser a security interest in any and all personal property in any form now or hereafter owed by Merchant-Seller as is or may be more fully described in any UCC filing made in connection with or relating to any agreement(s) between the Purchaser and Merchant-Seller relating to the purchase of future receivables (the “Additional Collateral”). Merchant Seller understands that Purchaser will have a security interest in the aforesaid Additional Collateral upon execution of this Security Agreement.

Merchant Seller acknowledges and agrees that any security interest granted to Purchaser under any other agreement between Merchant Seller and Purchaser (the “Cross-Collateral”) will secure the obligations hereunder and under the Purchase Agreement.

Merchant Seller agrees to execute any documents or take any action in connection with this Security Agreement that Purchaser deems necessary to perfect or maintain any security interest in the Collateral, the Additional Collateral, and/or the Cross-Collateral, including, without limitation, the execution of any account control agreements. Merchant Seller hereby authorizes Purchaser to file any financing statement(s) deemed necessary by Purchaser to perfect or maintain Purchaser’s security interest, which financing statement(s) may contain notification that merchant Seller has granted a negative pledge to Purchaser with respect to the Collateral, the Additional Collateral and/or the Cross-Collateral and that any subsequent lien or may be tortuously interfering with Purchaser’s rights. Merchant Seller shall be liable for and Purchaser may charge and collect all costs and expenses, including, but not limited to, attorney fees, that Purchaser may incur in protecting, preserving, and/or enforcing Purchaser’s security interest and rights.



Negative Pledge. Merchant Seller agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral and/or the Cross-Collateral, as applicable.

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

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

To the extent the terms of this Security Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Notwithstanding any other provisions of this Security Agreement, the only security interest Purchaser shall be granted hereunder is expressly the result of any default of, or breach under, the Purchase Agreement. Purchaser is at all times the absolute owner of the Receivables purchased under the Purchase Agreement.

FOR THE MERCHANT SELLER (PRINT NAME/TITLE)	DocuSigned by: <i>Alan Redmond</i>	SIGNATURE	
ALAN REDMOND	88BC6C5E4CAC45B...		
GUARANTOR (PRINT NAME/TITLE)	DocuSigned by: <i>Alan Redmond</i>	SIGNATURE	
ALAN REDMOND	88BC6C5E4CAC45B...		

ACKNOWLEDGEMENT OF RIGHT TO CONFESS JUDGMENT

AFFIANT(S): ALAN REDMOND, individually and on behalf of the Merchant

OBLIGEE: Complete Business Solutions Group, Inc. d/b/a Par Funding

The undersigned has(have) executed, and/or is executing, one or more of the following instruments under which the Merchant Seller is obligated to deliver Receivables (in the form of monetary payments) to Obligee and under which Affiant(s) has(have) agreed to personally guaranty Merchant Seller's obligations to Obligee:

- 1. Agreement for the Purchase and Sale of Future Receivables dated FEBRUARY 12, 2020, including, without limitations, Affiant's (or Affiants') Personal Guaranty(ies); and

A. AFFIANT(S) ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY CONFESS JUDGMENT AGAINST THE MERCHANT SELLER AND AGAINST AFFIANT(S), AS GUARANTOR(S). BEING FULLY AWARE OF THE MERCHANT SELLER'S AND AFFIANT'S (AFFIANTS') RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT SELLER AND/OR AGAINST AFFIANT(S) BY OBLIGEE THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVE(S) THESE RIGHTS AND EXPRESSLY AGREE(S) AND CONSENT(S) TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE MERCHANT SELLER AND/OR AGAINST AFFIANT(S) BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. AFFIANT(S) ALSO ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE MERCHANT SELLER AND OF AFFIANT(S), IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS AS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA OR OTHER APPLICABLE JURISDICTION.

C. Affiant(s) hereby certify(ies) that the financial accommodations being provided by the Obligee are for a commercial transaction and not for personal, family, or household use, not in connection with a consumer credit transaction, and not part of a retail sales agreement or contract.

D. Affiant(s) acknowledge(s) that attached to this Acknowledgement of Right to Confess Judgment is a Praecipe to Enter Confession of Judgment and Assessment of Damages, the form of which Obligee may use in connection with confessing judgment against Merchant Seller and/or Affiant(s) pursuant to the terms of the Purchase Agreement. Obligee may use the attached form or any form permitted or required (along with other documents permitted or required) by applicable law.

E. The statements made in this Acknowledgement of Right to Confess Judgment are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

FOR MERCHANT SELLER ALAN REDMOND	DocuSigned by: <i>Alan Redmond</i>	SIGNATURE	←
GUARANTOR ALAN REDMOND	DocuSigned by: <i>Alan Redmond</i>		←

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DocuSign Envelope ID: D6036451-45C1-4ACD-B3D7-02C89F4A64D6

COMPLETE BUSINESS SOLUTIONS GROUP, INC.
 20 N. 3rd Street
 Philadelphia, PA 19106
 (215) 922-2636

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	:	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	:	PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	CIVIL ACTION
v.	:	
	:	No.:
BENE MARKET LLC,	:	
and	:	
	:	
ALAN REDMOND, GUARANTOR,	:	
	:	
Defendants.	:	

PRAECIPE TO ENTER CONFESSION OF JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE CLERK, OFFICE OF JUDICIAL RECORDS:

Please enter judgment in favor of Plaintiff Complete Business Solutions Group, Inc. d/b/a Par Funding and against Defendant BENE MARKET LLC and Defendant ALAN REDMOND, Guarantor, in the amount of \$1,400,000.00 less timely payments plus attorney fees, costs, expenses, and interest allowed under the Agreement for the Purchase and Sale of Future Receivables.

Date: _____ By: _____
 Attorneys for Plaintiff

Assessment of Damages:

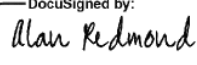

Undelivered Receivables	\$1,400,000.00 less timely payments made
Fees, Costs, Expenses	Calculated per the Agreement
Interest (at the rate of 6% per annum from date of default through date of filing, and continuing)	6% per annum
Attorney Fees (5% of Unpaid Receivables)	To be determined

TOTAL

TO BE DETERMINED AT TIME OF FILING FOLLOWING DEFAULT

Date: _____ By: _____
 Attorneys for Plaintiff

I hereby assess damages:

Clerk, O: _____
 DocuSigned by:

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ACKNOWLEDGED 

2000 PGA Blvd Suite 4440
 Palm Beach Gardens, FL 33408
 Office: 215-914-5540 | Fax: 888-305-7562

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GUARANTY

GUARANTOR	ALAN REDMOND
GUARANTOR'S ADDRESS	

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to Purchaser, Merchant Seller's performance of all of the representations, and warranties made and terms, conditions, obligations and covenants undertaken by Merchant Seller in the Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement"), as may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). The Guaranteed Obligations are due at the time of any breach by Merchant Seller of any representation or warranty, or term or condition or obligation or covenant made by Merchant Seller in the Purchase Agreement.

Guarantor Waivers. In the event Merchant Seller violates its representations and warranties under or breaches any term or condition or obligation or covenant under the Purchase Agreement, Purchaser may enforce its rights under this Guaranty without first seeking to obtain payment from Merchant Seller, any/or other guarantor, or any Collateral, Additional Collateral, and/or Cross-Collateral Purchaser may hold pursuant to this Guaranty or any other guaranty.

Purchaser does not have to notify Guarantor of any of the following events, and Guarantor will not be released from its obligations under this Guaranty if he, she, or it is not notified of: (i) Merchant Seller's violation of the representations and warranties or obligations, or terms or conditions or covenants of the Purchase Agreement or any renewal, extension or other modification of the Purchase Agreement. In addition, Purchaser may take any of the following actions without releasing Guarantor from any of his, her, or its obligations under this Guaranty: (i) renew, extend, or otherwise modify the Purchase Agreement or Merchant Seller's other obligations to Purchaser; (ii) release Merchant Seller from its obligations to Purchaser; (iii) sell, release, impair, waive, or otherwise execute upon any collateral securing the Guaranteed Obligations; and/or (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Guaranty. Until all obligations are fulfilled under the Purchase Agreement and Merchant Seller's other obligations to Purchaser under the Purchase Agreement and this Guaranty are paid in full, Guarantor shall not seek reimbursement from Merchant Seller or any other guarantor for any amounts paid by it under this Guaranty. Guarantor permanently waives and shall not seek to exercise any of the following rights that he, she, or it may have against Merchant Seller, any other guarantor, or any collateral provided by Merchant Seller or any other guarantor, for any amounts paid by it, or acts performed by it, under this Guaranty: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event Purchaser must return any amount paid by Merchant Seller or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Guaranty shall include that amount.

GUARANTOR ACKNOWLEDGEMENT. Guarantor acknowledges that: (i) He/She/It understands the seriousness of the provisions of this Guaranty; (ii) He/She/It has had a full opportunity to consult with counsel of his/her/its choice; and (iii) He/She/It has consulted with counsel of his/her/its choice or has decided not to avail himself/herself/it of that opportunity.

JOINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or entities constituting Guarantor under this Guaranty are joint and several.


WARRANT OF ATTORNEY TO CONFESS JUDGMENT

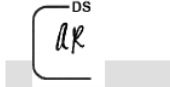
UPON THE OCCURRENCE FAILURE OF ANY OF GUARANTOR UNDER THIS GUARANTY TO FULFILL THEIR GUARANTEED OBLIGATIONS, GUARANTOR IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS GUARANTY OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HEREINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS GUARANTY, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHANT PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS GUARANTY SHALL BE A

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Palm Beach Gardens, FL 33408
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DS
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SUFFICIENT WARRANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

Guarantor's Initials: 

Guarantor's Initials: 

NOTICES AND SERVICE OF PROCESS. All notices, requests, consent, demands and other communications hereunder shall be delivered to the addresses for Guarantor(s) set forth in this Guaranty, unless a different address is provided by the Parties in writing. The Guarantor(s) agree to the service of process required in any arbitration or legal proceeding upon them at such address by U.S. Certified Mail, Return Receipt Requested, and by regular U.S. Mail. Service of process will be considered effective even though the mail is returned as refused, undeliverable or not forwardable.

INCORPORATION OF OTHER OBLIGATIONS AND CLAIMS. Any obligation of the Merchant Seller and/or the Guarantor(s) under any other agreement with Purchaser and claims available to Merchant Seller and/or Guarantor(s) resulting from any other agreement with Purchaser are incorporated into and restated in this Guaranty. The Parties may exercise any remedy available under this Guaranty, including, but not limited to confession of judgement, for any breach of any other agreement with Purchaser. Guarantor(s) acknowledges Guarantor(s) joint and several liability for these obligations are incorporated and restated herein and acknowledges Purchaser's right to all remedies available under this guaranty are available to Purchaser for those incorporated and restated obligations, including, but not limited to confession of judgement. The Parties agree that such incorporated and restated obligations and claim arising from other agreements with Purchaser are subject to the Binding Arbitration clause contained herein.

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

BINDING ARBITRATION. Except for Purchaser's right to confess judgement against the Guarantor, any and all disputes between or among the parties to the Purchase Agreement and/or this Guaranty arising out of or relating to the Purchase Agreement and/or the Guaranty, or the breach thereof, including, but not limited to, claims in contract, tort or equity or for violations of law, regulation, statute or rule, shall be resolved by arbitration administered by the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its Commercial Arbitration Rules. There shall be one arbitrator of any such arbitration. Questions involving arbitrability of a dispute shall be decided by the arbitrator. Any petition or motion to open or strike a confessed judgment, will be subject to arbitration under this provision. Purchaser will pay the filing fee and costs of the arbitrator., The Parties will otherwise bear their own costs, including attorney fees, arising from arbitration. The arbitrator shall not be permitted to render an opinion governing the dispute at issue, only findings and an award. The award rendered n any such arbitration shall be final and binding on the Parties, unless a petition for review is filed under 42 Pa.C.S. Sec. 7341 within thirty (30) days of the date of the award but any such petition for review shall be limited to the grounds set forth in such statute, and there shall be not right of further appeal. Following the disposition of any petition for review, or the expiration of the aforementioned thirty (30) day period, and notwithstanding any other provisions of the Purchase Agreement, judgment on the award may be entered in any court having jurisdiction. Guarantor(s) agrees to waive the right t punitive damages. Guarantor(s) agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including any awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law. This arbitration provision shall survive any termination or expiration of the Purchase Agreement.

CHOICE OF LAW. This Guaranty and all related documents, and all matters arising out of or relating to this Guaranty and the relationship of the Purchaser and Guarantor(s), whether sounding in contract, tort, equity or law, regulation, statute or rule, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions thereof to the extent that such principles or rules would require or permit the application of law of any jurisdiction other than those of the Commonwealth of Pennsylvania.

JURISDICTION AND VENUE. With the exception of Binding Arbitration clause contained herein and with the exception of Purchaser's right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach thereof, or otherwise alleging claims related to or arising out of the Guarantor(s)' and Purchaser's relationship may be instituted in any Pennsylvania County Court of Common Pleas, in the Federal District Court for the Eastern District



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of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the "Acceptable Forums"). Guarantor(s) agree that each of the Acceptable Forums is convenient to Guarantor(s), submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue (including but not limited to inconvenient forum) in any of the Acceptable Forums. Should such proceeding be initiated in any other forum, Guarantor(s) waives any right to oppose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum. Guarantor(s) agree to waive the right to trial by jury in any lawsuit brought pursuant to this paragraph.

If Guarantor is an entity, the individual executing this Guaranty on behalf of such entity guarantor represents and warrants that her or she has full authority to execute this Guaranty and to bind the entity on whose behalf he or she is executing this Guaranty.

FOR MERCHANT SELLER ALAN REDMOND	DocuSigned by: <i>Alan Redmond</i> 88BC6C5E4CAC458...	SIGNATURE	
GUARANTOR ALAN REDMOND	DocuSigned by: <i>Alan Redmond</i> 88BC6C5E4CAC458...	SIGNATURE	



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AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) (“Authorization Agreement”) is part of (and incorporated by reference into) the Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”). You should keep this important legal document for your records.

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Seller/Merchant authorizes Purchaser to disburse the Cash Advance Proceeds less the amount of any applicable fees upon approval by initiating an ACH credit to the checking account indicated below (or a substitute checking account Merchant Seller later identifies and is acceptable to Purchaser) (the “Designated Checking Account”) in the disbursement amount set forth in the accompanying documents. This authorization is to remain in full force and effect until Purchaser has received written notification from Seller/Merchant of its termination in such time and in such manner as to afford Purchaser and Merchant Seller’s depository bank a reasonable opportunity to act on it.

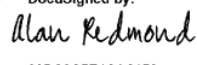
AUTOMATIC PAYMENT PLAN: Enrollment in Purchaser’s Automatic Payment Plan is required for approval. By signing below, Merchant Seller agrees to enroll in the Automatic Payment Plan and authorizes Purchaser to collect payments required under the terms of Purchase Agreement by initiating ACH debit entries to the Designated Checking Account in the amounts and on the dates provided in the payment schedule set forth in the Purchase Agreement. Merchant Seller authorizes Purchaser to increase the amount of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled payment(s) that was(were) not paid as provided in the payment schedule and any unpaid Fees. This authorization is to remain in full force and effect until Purchaser has received written notification from Merchant of its termination in such time and in such manner as to afford Purchaser and Merchant Seller’s depository bank a reasonable opportunity to act on it. Purchaser may suspend or terminate Merchant Seller’s enrollment in the Automatic Payment Plan immediately if Merchant Seller fails to keep Merchant Seller’s designated checking account in good standing or if there are insufficient funds in Merchant Seller’s checking account to process any payment.

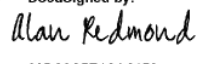
If Merchant Seller revokes the authorization or if Purchaser suspends or terminates Merchant Seller’s enrollment in the Automatic Payment Plan, Merchant Seller still will be responsible for making timely payments pursuant to the alternative payment methods described in the Purchase Agreement.

BUSINESS PURPOSE ACCOUNT: By signing below, Merchant Seller attests that the Designated Checking Account was established and is maintained for business purposes and not primarily for personal, family, or household purposes.

ACCOUNT CHANGES: Merchant Seller agrees promptly to notify Purchaser if there are any changes to the account and/or routing numbers of the Designated Checking Account

MISCELLANEOUS: Purchaser is not responsible for any fees charged by Merchant Seller’s bank as the result of credits or debits initiated under this Authorization Agreement. The origination of ACH transactions to Merchant’s account must comply with the provisions of U.S. law.

DocuSigned by:

 88B6C5E4CAC458...

Signature/Date/Title →		2/13/2020
Bank Name	BB and T	
City/State/Zip	Reading, PA	
Routing Number	[REDACTED]	
Account Number	[REDACTED]	
Business Name on Account	Bene Market 11c	
Address on Account	4 south 4th street	
Seller/Merchant Phone #	[REDACTED]	
Tax ID Number	[REDACTED]	
Email	[REDACTED]	

BANK ACCOUNT DISCLOSURE AFFIDAVIT

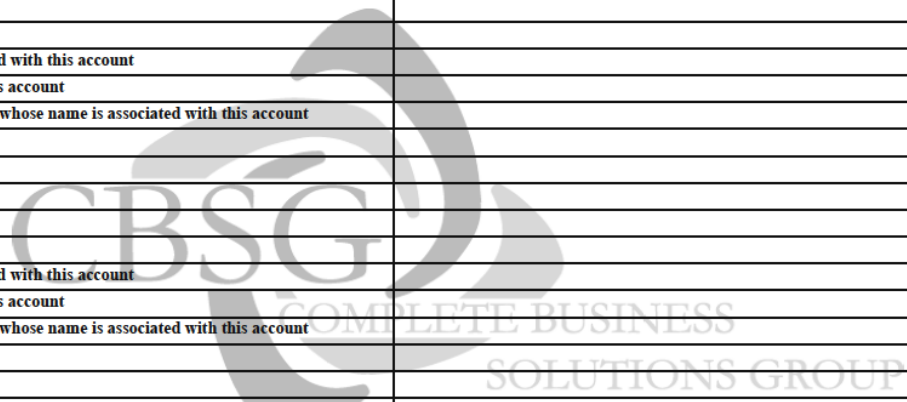
For the purpose of obtaining the Purchase Price evidence by the Agreement for the Purchase and Sale of Future Receivables of this same date, the undersigned Merchant Seller makes the following statement under penalty of law:

PLEASE SIGN OPTION ONE OR TWO

OPTION 1 – DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Merchant Seller hereby declares that in addition to the designated for ACH debit, the Merchant Seller also has the following additional account(s) which it authorizes Purchaser to use in the event Purchaser is unable to debit from the Designated Account:

Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	
Bank Name	
Name on Account	
Account Number	
Routing Number	
Fed ID number associated with this account	
Name associated with this account	
Phone number of person whose name is associated with this account	



****attach additional pages if necessary****

DocuSigned by: <i>Alan Redmond</i>		2/13/2020	←
88BC6C5E4CAC458... DocuSigned by: <i>Alan Redmond</i>	Signature	Date	
88BC6C5E4CAC458... DocuSigned by: <i>Alan Redmond</i>	Signature	2/13/2020	←
88BC6C5E4CAC458...	Signature	Date	

OPTION 2 - By signing below, the merchant swears, under penalty of law, that he has no accounts in any lending institution in addition to the one provided for ACH debit

		←
Signature	Date	←
		←
Signature	Date	←

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Please Initial 

TRADE REFERENCES

Please provide a list of 3-5 professional references

Name	[REDACTED]
Phone Number	[REDACTED]
Email Address	[REDACTED]

Name	n . a
Phone Number	00000000
Email Address	alanredmond [REDACTED]

Name	n . a
Phone Number	00000000
Email Address	alanredmond [REDACTED]



Name	n/a
Phone Number	[REDACTED]
Email Address	alanredmond [REDACTED]

Name	n/a
Phone Number	[REDACTED]
Email Address	alanredmond [REDACTED]

AUTHORIZATION TO RESUME ACH DEBITING FORM

NAME OF SELLER/MERCHANT:	Bene Market 11c
---------------------------------	-----------------

INFORMATION (To be filled out by the customer)

I authorize Company (as shown above) to resume electronically debiting my bank account as detailed below, including a non-sufficient fund fee if applicable, until the debt to the company is paid in full.

Full Name on Account:
Bene Market 11c

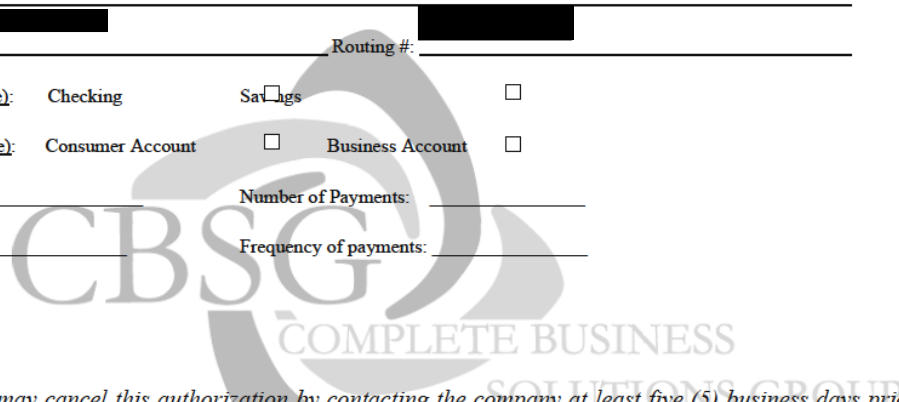
Account #: _____ Routing #: _____

Account Type (select one): Checking Savings

Account Class (select one): Consumer Account Business Account

Payment amount: _____ Number of Payments: _____

Date of next payment: _____ Frequency of payments: _____



I understand that I may cancel this authorization by contacting the company at least five (5) business days prior to the payment due date. I further understand that canceling my ACH authorizations does not relieve me of the responsibility of paying my account in full, and that if I cancel or revoke this authorization before the debt is paid in full, the Company may take additional actions including legal actions to secure the debt.

NAME OF BANK:	BB and T	DATE:	2/13/2020
CUSTOMER PRINTED NAME:	Alan Redmond		
CUSTOMER CONTACT TELEPHONE #	[REDACTED]		

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Dear Client:

Thank you for accepting this offer from Complete Business Solutions Group D/B/A Par Funding. We look forward to being your factoring partner for as long as you need.

Daily ACH Program:

Complete Business Solutions Group will require viewing access to your bank account prior to funding as part of our underwriting process, as well as during the time you have a balance with our company.

Please be assured that we carefully safeguard your confidential information and only essential personnel will have access to it.

Please fill out the form below with the information necessary to access your account.

***Be sure to indicate capital or lower-case letters.*

NAME OF BANK:
BB and t
BANK PORTAL WEBSITE:
bbt.com
USERNAME:
[REDACTED]
PASSWORD:
[REDACTED]
SECURITY QUESTION/ANSWER 1
[REDACTED]
SECURITY QUESTION/ANSWER 2
[REDACTED]
SECURITY QUESTION/ANSWER 3
[REDACTED]
ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:
please call me if need be



Merchant Verification Form

Merchant Name: ALAN REDMOND

Do you currently or within the last 90 days have any intentions, plans or discussions regarding closing your Business? YES NO

Do you currently or within the last 90 days have any intentions, plans or discussions to change the name or legal structure of the business? YES NO

Are you currently in, or contemplating personal bankruptcy? YES NO

Are you currently in, or contemplating business bankruptcy? YES NO

Is your business currently for sale? YES NO

Do you have any existing merchant cash advance balances? YES NO

Are you involved in any litigation proceedings or are a party to a lawsuit? YES NO

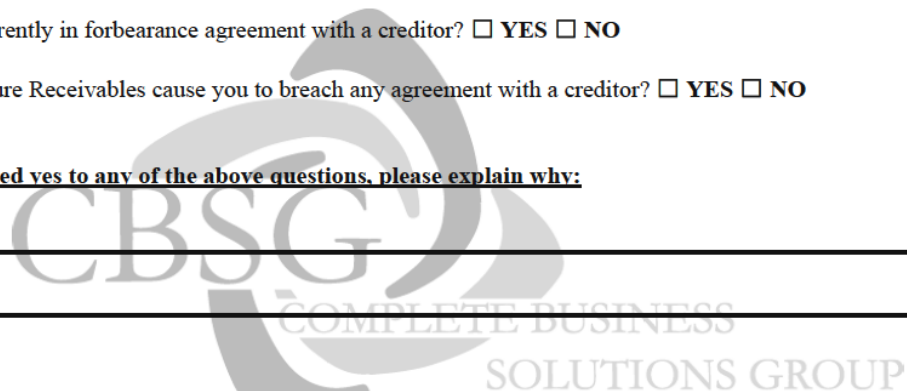
Is your business currently in default of any agreement with a creditor? YES NO

Is your business currently in forbearance agreement with a creditor? YES NO

Will selling the Future Receivables cause you to breach any agreement with a creditor? YES NO

If you have answered yes to any of the above questions, please explain why:

N/A



I hereby certify that the above statements are true and correct to the best of my knowledge; I authorize my landlord and credit card processor to discuss confidential account information for the purpose of satisfying the requirements of Complete Business Solutions Group (CBSG).

Completed and attested by:

DocuSigned by:
Alan Redmond
Signature: _____
88BC6C5E4CAC458...

Print Name: Alan Redmond

Date: 2/13/2020

CUSTOMER SATISFACTION SURVEY

Overall, how satisfied were you with Par Funding?: 5/5

Overall, how satisfied were you with your sales representative?: 5/5

How well did your sales representative explain the terms of the contract?: 5/5

How well did your sales representative explain the terms of the contract in relation to collections?:
5/5

Overall, how satisfied were you with our processing and underwriting services?:
5/5

On a scale of 1-5, how satisfied were you with the speed of the entire process?:
5/5

At any point during the sales process, were you asked to pay an outside fee besides the official fee listed in the contract?: no

On a scale of 1-5, how much will our services help your business grow?: 5/5

What could we have done better to serve you?: no

Any other questions or comments regarding the process or Par Funding?:
wendy is the best to deal with

SCHEDULE A: FEE STRUCTURE

1. Origination Fee: \$29,995.00 to cover underwriting and related expenses
2. ACH Program Fee - WAIVED – The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
3. NSF Fee - \$75.00 (each) - Up to FOUR TIMES ONLY before a default is declared;
4. Rejected ACH - \$100.00 – If a merchant directs the bank to reject our debit ACH;
5. Bank Change Fee - \$50.00 – If a merchant requires a change of account to be debited requiring us to adjust our system;
6. Blocked Account - \$250.00 – If a merchant blocks CBSG’s ACH debit of the Account, bounces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-card processors to process its receipts;
7. Default Fee - \$5,000.00 default fee – If a merchant changes bank accounts or switches to another credit card processor without CBSG’s consent, or commits another default pursuant to the Purchase Agreement;
8. Collections Expense – In the event of default, Merchant Seller shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filing fees and any other fees which may be incurred.
9. Miscellaneous Service Fees – Merchant Seller shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be WAIVED for a Fed Wire. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$100.00 for every additional change of their operating bank account once they are active with CBSG. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
10. Risk Assessment Fee - WAIVED
11. UCC Fee – WAIVED

NAME:	<small>DocuSigned by:</small> <i>Alan Redmond</i>	<small>MERCHANT SIGNATURE:</small>	
ALAN REDMOND	<small>88BC6C5E4CAC458...</small>		←
NAME:	<small>DocuSigned by:</small> <i>Alan Redmond</i>	<small>BUYER SIGNATURE:</small>	
ALAN REDMOND	<small>88BC6C5E4CAC458...</small>		←

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Page 29 of 29

BENE MARKET LLC and ALAN REDMOND
2525 N 12TH STREET, STE 390, READING, PA 19605
FEBRUARY 12, 2020

NOTICE OF SALE, ASSIGNMENT, and TRANSFER


To Whom It May Concern:

This letter is to notify you that on FEBRUARY 12, 2020, BENE MARKET LLC entered into an Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement") with Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG"). Under the terms of the Purchase Agreement, BENE MARKET LLC sold, assigned, and transferred to CBSG from that date forward all of BENE MARKET LLC's right, title, and interest in and to BENE MARKET LLC's future receipts, accounts, and contract rights arising from or relating to the payment of monies payable to BENE MARKET LLC (collectively, the "Receivables") and the proceeds from the Receivables. As such, CBSG is the absolute owner of the Receivables and the proceeds from the Receivables, and BENE MARKET LLC no longer has any right, title, or interest in or to the Receivables and the proceeds of the Receivables.

CBSG is the absolute owner of the Receivables and the proceeds of the Receivables regardless of any Uniform Commercial Code financing statement that may have been filed by CBSG or any other entity with respect to the Receivables and the proceeds of the Receivables, and regardless of any contract provision prohibiting assignment of contracts involving Receivables and the proceeds of Receivables.

CBSG may provide you with a copy of this signed letter as proof of BENE MARKET LLC's sale, assignment, and transfer of the Receivables and the proceeds of the Receivables to CBSG and of CBSG's absolute ownership of the Receivables and the proceeds of the Receivables. Upon your receipt of a copy of this letter from CBSG, you are authorized to deliver to CBSG Receivables and the proceeds of the Receivables from the date of this letter forward in the amount indicated by CBSG. This authority includes, but is not limited to, the payment to CBSG of all funds owed by you to BENE MARKET LLC or held by you for BENE MARKET LLC in any merchant service account or credit card processing account.

The undersigned represents that he/she is authorized to sign this letter on behalf of BENE MARKET LLC and to bind BENE MARKET LLC.

DocuSigned by:
Ve 
88B6C5E4CAC458...

By: ALAN REDMOND
Alan Redmond

Printed Name

Owner

Title

cc: Complete Business Solutions Group, Inc.

DS
AR
Please Initial 

Exhibit “8”

4/23/2021

United States District Court Eastern District of Pennsylvania

A/R,CASREF,STANDARD

**United States District Court
Eastern District of Pennsylvania (Allentown)
CIVIL DOCKET FOR CASE #: 5:20-cv-04265-JLS**

SCALIA v. BENE MARKET, LLC et al
Assigned to: HONORABLE JEFFREY L. SCHMEHL
Referred to: MAGISTRATE JUDGE TIMOTHY R. RICE
(Settlement)
Cause: 29:201 Fair Labor Standards Act

Date Filed: 08/31/2020
Jury Demand: Both
Nature of Suit: 710 Labor: Fair Standards
Jurisdiction: U.S. Government Plaintiff

Plaintiff

EUGENE SCALIA
*SECRETARY OF LABOR, UNITED STATES
DEPARTMENT OF LABOR*

represented by **JENNIFER LOUISE BLUER**
U.S. DEP OF LABOR
170 S INDEPENDENCE MALL WEST
THE CURTIS CENTER
SUITE 630E
PHILADELPHIA, PA 19106
215-861-5146
Email: bluer.jennifer.l@dol.gov
ATTORNEY TO BE NOTICED

ALEXANDER EDWARD GOSFIELD
U.S. DEPT OF LABOR
OFFICE OF THE REGIONAL
S21OLICITOR
1835 Market Street
PHILADELPHIA, PA 19103
2158615124
Email: gosfield.alexander.e@dol.gov
ATTORNEY TO BE NOTICED

V.

Defendant

BENE MARKET, LLC

represented by **WILLIAM RICHARD ALLEN RUSH**
RUSH LAW GROUP
38 N. 6TH ST
POBOX 0758
READING, PA 19603-0758
610-927-6218
Email: wrush@rushlawberks.com
*LEAD ATTORNEY
ATTORNEY TO BE NOTICED*

JOSEPH T. BAMBRICK , JR.
JOSEPH T. BAMBRICK, JR. AND
ASSOCIATES
529 READING AVENUE
SUITE K

4/23/2021

United States District Court Eastern District of Pennsylvania

WEST READING, PA 19611-1000
 610-372-6400
 Fax: 610-372-9483
 Email: NO1JTB@JUNO.COM
 TERMINATED: 03/19/2021

Defendant

NATIONAL BROKERS OF AMERICA, INC.

represented by **WILLIAM RICHARD ALLEN RUSH**
 (See above for address)
 LEAD ATTORNEY
 ATTORNEY TO BE NOTICED

JOSEPH T. BAMBRICK , JR.
 (See above for address)
 TERMINATED: 03/19/2021

Defendant

ALAN REDMOND

represented by **WILLIAM RICHARD ALLEN RUSH**
 (See above for address)
 LEAD ATTORNEY
 ATTORNEY TO BE NOTICED

JOSEPH T. BAMBRICK , JR.
 (See above for address)
 TERMINATED: 03/19/2021

Defendant

STEPHANIE MILLER

represented by **WILLIAM RICHARD ALLEN RUSH**
 (See above for address)
 LEAD ATTORNEY
 ATTORNEY TO BE NOTICED

JOSEPH T. BAMBRICK , JR.
 (See above for address)
 TERMINATED: 03/19/2021

Date Filed	#	Docket Text
08/31/2020	<u>1</u>	COMPLAINT against All Defendants, filed by EUGENE SCALIA. (Attachments: # <u>1</u> Appendix, # <u>2</u> Civil Cover Sheet, # <u>3</u> Case Management Track Form, # <u>4</u> Designation Form)(GOSFIELD, ALEXANDER) (Entered: 08/31/2020)
08/31/2020		DEMAND for Trial by Jury by EUGENE SCALIA. (tjd) (Entered: 09/01/2020)
09/01/2020		Summons Issued as to BENE MARKET, LLC, STEPHANIE MILLER, NATIONAL BROKERS OF AMERICA, INC., ALAN REDMOND. Forwarded To: EMAILED TO PLAINTIFFS COUNSEL on 9/1/2020 (sg,) (Entered: 09/01/2020)
09/30/2020	<u>2</u>	NOTICE of Appearance by JOSEPH T. BAMBRICK, JR on behalf of BENE MARKET, LLC, STEPHANIE MILLER, NATIONAL BROKERS OF AMERICA, INC., ALAN REDMOND with Certificate of Service (Attachments: # <u>1</u> Certificate of Service) (BAMBRICK, JOSEPH) (Entered: 09/30/2020)
09/30/2020	<u>3</u>	ANSWER to Complaint by BENE MARKET, LLC, STEPHANIE MILLER, NATIONAL

4/23/2021

United States District Court Eastern District of Pennsylvania

		BROKERS OF AMERICA, INC., ALAN REDMOND. (Attachments: # <u>1</u> Certificate of Service)(BAMBRICK, JOSEPH) (Entered: 09/30/2020)
10/01/2020	<u>4</u>	ORDER THAT A TELEPHONIC PRETRIAL CONFERENCE (RULE 16) SHALL BE HELD ON TUESDAY, NOVEMBER 3, 2020 AT 10:30 A.M. PLAINTIFFS COUNSEL SHALL PROVIDE A TELECONFERENCE DIAL IN NUMBER AND CODE FOR ALL PARTIES AND EMAIL SAME TO CHAMBERS EMAIL CHAMBERS_JUDGE_JEFFREY_L_SCHMEHL@PAED.USCOURTS.GOV. IT IS FURTHER ORDERED AS FOLLOWS: 1. THE PARTIES SHALL MAKE THE REQUIRED INITIAL DISCLOSURES UNDER FED. R.CIV. P. 26(A) WITHIN 20 DAYS OF THE DATE OF THIS ORDER; 2. THE PARTIES SHALL COMMENCE DISCOVERY IMMEDIATELY; 3. AFTER CONSULTATION WITH COUNSEL FOR ALL PARTIES, COUNSEL SHALL COMPLETE AND SUBMIT THE REQUIRED JOINT STATUS REPORT PURSUANT TO RULE 26 (F); 4. COUNSEL SHALL FOLLOW JUDGE SCHMEHL'S POLICIES AND PROCEDURES WHICH CAN BE FOUND AT WWW.PAED.USCOURTS.GOV. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 10/1/20. 10/1/20 ENTERED AND COPIES E-MAILED.(mas,) (Entered: 10/01/2020)
10/02/2020	<u>5</u>	ORDER THAT THE ABOVE CAPTIONED MATTER IS REFERRED TO UNITED STATES MAGISTRATE JUDGE TIMOTHY R. RICE FOR THE PURPOSE OF SCHEDULING AND CONDUCTING A SETTLEMENT CONFERENCE. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 10/2/20. 10/2/20 ENTERED AND COPIES E-MAILED.(er,) (Entered: 10/02/2020)
10/28/2020	<u>6</u>	NOTICE of Hearing: SETTLEMENT CONFERENCE SET FOR DECEMBER 11, 2020 AT 1:30 PM BEFORE MAGISTRATE JUDGE TIMOTHY R. RICE VIA TELECONFERENCE.(dc) (Entered: 10/28/2020)
11/03/2020	<u>7</u>	Minute Entry for proceedings held before HONORABLE JEFFREY L. SCHMEHL. Pretrial Conference held on 11/3/20. (mas,) (Entered: 11/03/2020)
11/03/2020	<u>8</u>	ORDER THAT ALL FACT DISCOVERY SHALL BE COMPLETED IN THIS MATTER BY FEBRUARY 26, 2021. A TELEPHONE STATUS CONFERENCE SHALL BE HELD ON JANUARY 8, 2021, AT 11:30 A.M. COUNSEL FOR PLAINTIFF SHALL PROVIDE A TELEPHONE CONFERENCE NUMBER THAT THE COURT AND ALL PARTIES CAN DIAL INTO AT THE TIME OF THE CALL. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 11/3/20. 11/3/20 ENTERED AND COPIES E-MAILED.(er,) (Entered: 11/03/2020)
11/05/2020	<u>9</u>	ORDER THAT THE TELEPHONE STATUS CONFERENCE PREVIOUSLY SCHEDULED FOR JANUARY 8, 2021 IS RESCHEDULED TO TUESDAY, JANUARY 12, 2021 AT 11:30 A.M. COUNSEL FOR PLAINTIFF SHALL PROVIDE A TELEPHONE CONFERENCE NUMBER THAT THE COURT AND ALL PARTIES CAN DIAL INTO AT THE TIME OF THE CALL. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 11/5/20. 11/5/20 ENTERED AND COPIES E-MAILED. (mas,) (Entered: 11/05/2020)
11/18/2020	<u>10</u>	NOTICE of Appearance by JENNIFER LOUISE BLUER on behalf of EUGENE SCALIA with Certificate of Service (Attachments: # <u>1</u> Certificate of Service)(BLUER, JENNIFER) (Entered: 11/18/2020)
12/01/2020	<u>11</u>	NOTICE re: Cancellation of Hearing THE SETTLEMENT CONFERENCE SCHEDULED ON DECEMBER 11, 2020 AT 1:30 PM BEFORE JUDGE TIMOTHY R. RICE IS CANCELLED.(dc) (Entered: 12/01/2020)
01/12/2021	<u>12</u>	ORDER THAT A TELEPHONE STATUS CONFERENCE SHALL BE HELD ON

4/23/2021

United States District Court Eastern District of Pennsylvania

		MARCH 3, 2021, AT 2:00 P.M. COUNSEL FOR PLAINTIFF SHALL PROVIDE A TELEPHONE CONFERENCE NUMBER THAT THE COURT AND ALL PARTIES CAN DIAL INTO AT THE TIME OF THE CALL. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 1/12/21. 1/12/21 ENTERED AND COPIES E-MAILED. (mas,) (Entered: 01/12/2021)
01/15/2021	<u>13</u>	Minute Entry for proceedings held before HONORABLE JEFFREY L. SCHMEHL: Telephone Status Conference held on 1/12/21. Court Reporter: ESR. (er,) Modified on 1/15/2021 (er,). (Entered: 01/15/2021)
02/05/2021	<u>14</u>	ORDER THAT A TELEPHONE DISCOVERY CONFERENCE SHALL BE HELD ON FEBRUARY 10, 2021, AT 2:30 P.M. COUNSEL FOR PLAINTIFF SHALL PROVIDE A TELEPHONE CONFERENCE NUMBER THAT THE COURT AND ALL PARTIES CAN DIAL INTO AT THE TIME OF THE CALL. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 2/5/21. 2/5/21 ENTERED AND COPIES E-MAILED.(mas,) (Entered: 02/05/2021)
02/11/2021	<u>15</u>	ORDER THAT DISCOVERY DUE BY 4/16/2021. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 2/10/21. 2/11/21 ENTERED AND COPIES E-MAILED. (mas,) (Entered: 02/11/2021)
02/19/2021	<u>16</u>	MOTION to Compel filed by EUGENE SCALIA.Plaintiff's Motion to Compel. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Text of Proposed Order)(BLUER, JENNIFER) (Entered: 02/19/2021)
02/23/2021	<u>17</u>	MOTION to Withdraw as Attorney filed by BENE MARKET, LLC, STEPHANIE MILLER, NATIONAL BROKERS OF AMERICA, INC., ALAN REDMOND.Certificate of Service. (Attachments: # <u>1</u> Certificate of Service, # <u>2</u> Text of Proposed Order) (BAMBRICK, JOSEPH) (Entered: 02/23/2021)
02/23/2021	<u>18</u>	ORDER THAT A HEARING SHALL BE HELD ON THE MOTION TO WITHDRAW AS COUNSEL ON MARCH 18, 2021, AT 11:00 A.M. IN THE COURTROOM OF THE UNDERSIGNED, THE GATEWAY BUILDING, 201 PENN STREET, 5TH FLOOR, READING, PENNSYLVANIA; DEFENDANTS ATTORNEY SHALL SERVE A COPY OF THIS ORDER UPON DEFENDANTS, WHO SHALL APPEAR AT SAID HEARING IF THEY WISH TO BE HEARD ON THE MOTION TO WITHDRAW; AND THE TELEPHONE CONFERENCE PREVIOUSLY SET FOR MARCH 3, 2021, SHALL BE HELD AS SCHEDULED. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 2/23/21. 2/23/21 ENTERED AND COPIES E-MAILED.(mas,) (Entered: 02/23/2021)
02/25/2021	<u>19</u>	RESPONSE in Opposition re <u>17</u> MOTION to Withdraw as Attorney filed by EUGENE SCALIA. (Attachments: # <u>1</u> Exhibit A)(BLUER, JENNIFER) (Entered: 02/25/2021)
02/25/2021	<u>20</u>	NOTICE of Appearance by WILLIAM RICHARD ALLEN RUSH on behalf of BENE MARKET, LLC, ALAN REDMOND with Certificate Of Service(RUSH, WILLIAM) (Entered: 02/25/2021)
03/08/2021	<u>21</u>	Minute Entry for proceedings held before HONORABLE JEFFREY L. SCHMEHL. Telephone Conference held on 3/3/21. (mas,) (Entered: 03/08/2021)
03/16/2021	<u>22</u>	NOTICE of Appearance by WILLIAM RICHARD ALLEN RUSH on behalf of STEPHANIE MILLER, NATIONAL BROKERS OF AMERICA, INC. with Certificate of Service(RUSH, WILLIAM) (Entered: 03/16/2021)
03/18/2021	<u>23</u>	ORDER THAT ALL DISCOVERY SHALL BE COMPLETED BY APRIL 30, 2021. A TELEPHONE STATUS CONFERENCE SHALL BE HELD ON APRIL 1, 2021, AT 11:30 A.M. COUNSEL FOR PLAINTIFF SHALL PROVIDE A TELEPHONE CONFERENCE NUMBER THAT THE COURT AND ALL PARTIES CAN DIAL INTO

4/23/2021

United States District Court Eastern District of Pennsylvania

		AT THE TIME OF THE CALL. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 3/18/21. 3/18/21 ENTERED AND COPIES E-MAILED. (er,) (Entered: 03/18/2021)
03/18/2021		Set/Reset Scheduling Order Deadlines: STATUS CONFERENCE SET FOR 4/1/2021 11:30 AM BEFORE HONORABLE JEFFREY L. SCHMEHL. DISCOVERY DUE BY 4/30/2021. (er,) (Entered: 03/18/2021)
03/19/2021	<u>24</u>	ORDER THAT THE MOTION TO WITHDRAW AS COUNSEL IS GRANTED. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 3/18/21.3/19/21 ENTERED AND COPIES E-MAILED.(er,) (Entered: 03/19/2021)
03/22/2021	<u>25</u>	Minute Entry for proceedings held before HONORABLE JEFFREY L. SCHMEHL. Telephone Conference held on 3/18/21. (mas,) (Entered: 03/22/2021)
04/05/2021	<u>26</u>	Minute Entry for proceedings held before HONORABLE JEFFREY L. SCHMEHL. Telephone Conference held on 4/1/21. (mas,) (Entered: 04/05/2021)
04/08/2021	<u>27</u>	ORDER THAT ALL DISCOVERY SHALL BE COMPLETED BY MAY 7, 2021; AND A TELEPHONE STATUS CONFERENCE SHALL BE HELD ON MAY 13, 2021, AT 11:30 A.M. COUNSEL FOR PLAINTIFF SHALL PROVIDE A TELEPHONE CONFERENCE NUMBER THAT THE COURT AND ALL PARTIES CAN DIAL INTO AT THE TIME OF THE CALL. SIGNED BY HONORABLE JEFFREY L. SCHMEHL ON 4/8/21. 4/8/21 ENTERED AND COPIES E-MAILED.(mas,) (Entered: 04/08/2021)

PACER Service Center			
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04/23/2021 16:10:06			
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Billable Pages:	4	Cost:	0.40

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

EUGENE SCALIA, SECRETARY OF LABOR,)	
UNITED STATES DEPARTMENT OF LABOR,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 5:20-cv-4265
)	
)	JURY TRIAL DEMANDED
BENE MARKET, LLC, NATIONAL BROKERS OF)	
AMERICA, INC., ALAN REDMOND,)	
and STEPHANIE MILLER)	
)	
Defendants.)	
)	

COMPLAINT

Plaintiff, EUGENE SCALIA, Secretary of Labor, United States Department of Labor (“Plaintiff”) brings this action to enjoin Defendants BENE MARKET, LLC, NATIONAL BROKERS OF AMERICA, INC., ALAN REDMOND, and STEPHANIE MILLER, (hereinafter collectively referred to as “Defendants,”) from violating the provisions of Sections 6, 7, and 11(c), 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*, hereinafter referred to as “the Act,” and for a judgment against Defendants in the total amount of back wage compensation found by the Court to be due to any of the employees of Defendants pursuant to the Act and for an equal amount due to the employees of Defendants in liquidated damages.

1. Jurisdiction of this action is conferred upon the Court by Section 17 of the Act, 29 U.S.C. § 217, and by 28 U.S.C. §§ 1331 and 1345.

2. Defendant BENE MARKET, LLC (“Bene Market”) is a limited liability company duly organized under the laws of the State of Delaware, having its registered office and principal

place of business as 4 South 4th Street, 4th Floor, Reading, Pennsylvania 18602, within the jurisdiction of this Court. Defendant Bene Market is engaged in health insurance sales to and customer service for customers located outside the Commonwealth of Pennsylvania. Defendant Bene Market has publicly advertised itself as “NBoA/Bene Markets.”

3. Defendant NATIONAL BROKERS OF AMERICA, INC. (“National Brokers”) is a corporation duly organized under the laws of the State of Ohio, having its registered office and principal place of business at 2525 North 12th Street, Suite 390, Reading, Pennsylvania 19605. Defendant National Brokers was engaged in health insurance sales to and customer service for customers located outside the Commonwealth of Pennsylvania until it ceased operations in 2018. At the time Defendant National Brokers ceased operations, Defendant Bene Market assumed control over all of the employees and business operations of Defendant National Brokers. On or about January 20, 2019, Defendant National Brokers filed a petition to declare bankruptcy. The petition was dismissed for failure to provide supporting documentation on April 4, 2019. To the extent Defendant National Brokers is unable to provide adequate monetary relief for its violations of the Act due to financial insolvency, Defendant Bene Market is a successor in interest to Defendant National Brokers, and is liable for conduct of Defendant National Brokers both directly as part of a single enterprise and as a successor in interest.

4. Defendant ALAN REDMOND (“Redmond”) is founder, owner, President, and Chief Executive Officer (“CEO”) of Defendant Bene Market. Defendant Redmond is founder, owner, President, and CEO of Defendant National Brokers. Defendant Redmond resides in Reading, Pennsylvania, which is within the jurisdiction of this Court. Redmond is responsible for hiring and firing of employees, setting pay rates, assigning work responsibilities, and for the daily operation of the business of Defendant Bene Market. Redmond held all the same

responsibilities for Defendant National Brokers during the time that National Brokers was operational. Redmond had final authority over policies that kept employees from being paid minimum wage and overtime. Defendant Redmond regulated the employment of persons employed by Defendants Bene Market and National Brokers, acted directly and indirectly in the companies' interest in relation to the employees, and is and was an employer of said employees within the meaning of Section 3(d) of the Act.

5. Defendant STEPHANIE MILLER is an owner and Chief Financial Officer (“CFO”) of Defendant Bene Market and CFO of Defendant National Brokers. She resides in Gettysburg, Pennsylvania, which is within the jurisdiction of this Court. Defendant Miller is responsible for setting pay rates and preparing payroll for and has control over payroll records of Defendants Bene Market and National Brokers. Defendant Miller was jointly responsible for creating and implementing policies that kept employees from being paid minimum wage and overtime. Defendant Miller has actively supervised and directed employment practices, has acted directly or indirectly in the interest of Defendants Bene Market and National Brokers in relation to their employees at all times relevant herein, and is and was an employer of said employees within the meaning of Section 3(d) of the Act.

6. Defendants' business activities, as described herein, are and were related and performed through unified operation or common control for a common business purpose and constitute an enterprise within the meaning of Section 3(r) of the Act.

7. Defendants have employed and are employing employees in and about their place of business in the activities of an enterprise engaged in commerce or in the production of goods for commerce, including employees handling, selling, or otherwise working on products, goods or materials that have been moved in or produced for commerce, such as health insurance. The

enterprise has had an annual gross volume of sales made or business done in an amount not less than \$500,000.00. Therefore, the employees are employed in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1)(A) of the Act.

8. Defendants willfully violated the provisions of Sections 6 and 15(a)(2) of the Act by paying many of their employees employed as salespeople and customer service staff in an enterprise engaged in commerce or in the production of goods for commerce at rates less than the applicable statutory minimum rate prescribed in Section 6 of the Act. Therefore, Defendants are liable for unpaid minimum wages under Section 17 of the Act. Defendants paid employees what it characterized as a “day rate” which, when divided by hours worked, resulted in an hourly rate less than the minimum rate for several employees.

9. Defendants willfully violated the provisions of Sections 7 and 15(a)(2) of the Act by employing many of their employees employed as salespeople and customer service staff in an enterprise engaged in commerce or in the production of goods for commerce for workweeks longer than those prescribed in Section 7 of the Act without compensating the employees for their employment in excess of the prescribed hours at rates not less than one and one-half times the regular rates at which they were employed. Therefore, said Defendants are liable for the payment of unpaid overtime compensation under Section 17 of the Act.

10. Defendants Redmond and National Brokers were subject of a previous investigation by the Department of Labor’s Wage and Hour Division. The investigation dealt with complaints that Redmond and National Brokers failed to comply with the requirements of Section 7 of the Act by failing to pay proper compensation for overtime work. On or about April 20, 2016, Defendant Redmond represented on behalf of himself and Defendant National Brokers that he would comply with the requirements of Section 7 of the Act by compensating employees

at rates not less than one and a half times their regular rate for overtime hours worked.

Defendant Miller had direct knowledge of this investigation and its outcome as CFO of Defendant National Brokers.

11. Following this investigation, and in spite of direct notice of the requirements of the Act, Defendants routinely required workers to perform fifty hours of work in a week, but failed to pay any of its workers the overtime premium of one and one half times the regular rate for hours worked in excess of forty hours.

12. Defendants willfully violated the provisions of Sections 11(c) and 15(a)(5) of the Act in that Defendants failed to make, keep, and preserve adequate and accurate records of many of their employees and of the wages, hours, and other conditions of employment which they maintained as prescribed by the regulations issued and found at 29 C.F.R. Part 516. Defendants failed to keep accurate records of hours worked by and wages due to many of their employees. For example, Defendants failed to keep records of the actual times at which employees started working or stopped working. Thus, Defendants failed to maintain accurate records regarding hours worked and wages owed for all employees.

13. Since at least March 1, 2016, Defendants have willfully violated the provisions of the Act as alleged in paragraphs 8 through 12 above. A judgment permanently enjoining and restraining the violations herein alleged is specifically authorized by Section 17 of the Act.

14. As a result of the violations alleged in paragraphs 8 through 12 above, back wages and an equal amount of liquidated damages are owed to Defendants' current and former employees, including the persons specifically listed in the attached Schedule A to the Secretary's Complaint.

15. A judgment granting recovery of said amounts is specifically authorized by Sections 16(c) and 17 of the Act.

WHEREFORE, cause having been shown, the Secretary prays for judgment against Defendants:

- (1) For an injunction issued pursuant to Section 17 of the Act permanently enjoining and restraining Defendants, their officers, agents, servants, employees, and those persons in active concert or participation with Defendants who receive actual notice of any such judgment, from violating the provisions of Sections 6, 7, 11(c), 15(a)(2), and 15(a)(5) of the Act; and
- (2) For judgment pursuant to Section 16(c) of the Act, finding Defendants liable for unpaid minimum wage and overtime compensation due to certain of Defendants' current and former employees listed in the attached Schedule A for the period March 1, 2016 through at least June 6, 2020, and for an equal amount due to Defendants' current and former employees in liquidated damages. Additional amounts of back wages and liquidated damages may also be owed to certain current and former employees listed in the attached Schedule A for violations continuing after June 6, 2020, and may be owed to certain current and former employees presently unknown to the Secretary for the period covered by this Complaint, who may be identified during this litigation and added to Schedule A; or;
- (3) In the event liquidated damages are not awarded, for an injunction issued pursuant to Section 17 of the Act restraining Defendants, their officers, agents, employees, and those persons in active concert or participation with Defendants, from withholding the amount of unpaid minimum wages and overtime compensation found due defendants' employees and prejudgment interest computed at the

Case 5:20-cv-04265-JLS Document 1 Filed 08/31/20 Page 7 of 7

underpayment rate established by the Secretary of the Treasury pursuant to 26 U.S.C. § 6621.

FURTHER, Plaintiff prays that this Honorable Court award costs in his favor, and an order granting such other and further relief as may be necessary and appropriate.

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands that all eligible claims be tried before a jury.

Respectfully submitted,

For the Secretary:

Kate S. O'Scannlain
Solicitor of Labor

Oscar L. Hampton III
Regional Solicitor

By: /s/Alexander Gosfield
Alexander E. Gosfield
Trial Attorney
PA ID # 209537
Office of the Solicitor, Region III
Suite 630E, The Curtis Center
170 S. Independence Mall West
Philadelphia, PA 19106-3306
215-861-5124
215-861-5162 (fax)
Gosfield.alexander.e@dol.gov

U.S. DEPARTMENT OF
LABOR
Attorneys for Plaintiff

Exhibit “9”

Complete Business Solutions Group, Inc. ("CBSG"), d/b/a Par Funding
 National Brokers of America
 (Sources: MCA Exports Report and Deposit Log)
 Open MCA Balances as of April 29, 2021

Year	Client	Deal No	Date	Type	Advanced Amount	Expected Payback	Amount Repaid	Outstanding Balance	Parties to MCA	Guarantor
2019	National Brokers Of America	19013	11/19/19	Reload	19,969,513.86	27,956,899.40	4,280,075.00	23,677,499.40	National Brokers of America LLC DBA Bene Markets DBA UC Consolidation	Alan Redmond
2020	National Brokers Of America	20004	03/17/20	Reload	4,955,255.00	6,350,317.50	2,234,823.27	4,115,719.23	National Brokers of America LLC DBA Bene Markets DBA UC Consolidation	Alan Redmond
2020	National Brokers Of America	20006	05/18/20	Reload	1,300,000.00	1,716,000.00	453,540.71	1,262,834.29	National Brokers of America LLC DBA Bene Markets DBA UC Consolidation DBA Bene Markets LLC	Alan Redmond
2020	National Brokers of America	20007	06/03/20	New	1,000,000.00	1,300,000.00	227,500.00	1,072,500.00	National Brokers of America LLC DBA Bene Markets DBA UC Consolidation DBA Bene Markets LLC	Alan Redmond
2020	National Brokers Of America	20008	06/17/20	New	600,000.00	792,000.00	149,142.65	642,932.35	National Brokers of America LLC DBA Bene Markets DBA UC Consolidation DBA Bene Markets LLC	Alan Redmond
2020	National Brokers Of America	20009	07/01/20	Reload	1,913,200.00	2,525,424.00	177,500.00	2,347,999.00	National Brokers of America LLC Bene Markets DBA UC Consolidation DBA Bene Markets LLC	Alan Redmond
2020	National Brokers Of America	20010	07/13/20	Reload	1,312,646.76	1,732,693.72	86,634.68	1,646,134.04	National Brokers of America LLC Bene Markets DBA UC Consolidation DBA Bene Markets LLC	Alan Redmond
2020	National Brokers Of America	20011	07/23/20	New	400,000.00	528,000.00	-	528,000.00	National Brokers of America LLC Bene Markets DBA UC Consolidation DBA Bene Markets LLC	Alan Redmond
TOTAL					\$ 31,450,615.62	\$ 42,901,334.62	\$ 7,609,216.31	\$ 35,293,618.31		

EXHIBIT 10

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 20-CV-81205-RAR**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a/ PAR FUNDING, et al.,

Defendants.

**[PROPOSED] ORDER GRANTING THE RECEIVER’S MOTION TO LIFT
THE LITIGATION STAY TO ALLOW COMMENCEMENT OF PROCEEDINGS
AGAINST NATIONAL BROKERS OF AMERICA, INC.; NATIONAL BROKERS
OF AMERICA, LLC; BENE MARKET, LLC; AND ALAN REDMOND**

THIS CAUSE comes before the Court upon the Receiver’s Motion to Lift the Litigation Stay to Allow Commencement of Proceedings Against National Brokers of America, Inc.; National Brokers of America, LLC; Bene Market, LLC; and Alan Redmond [ECF No. ____] (the “Motion”), filed on May 12, 2021.

In the Motion, the Receiver seeks to modify the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order to pursue causes of action against National Brokers of America, Inc.; National Brokers of America, LLC; Bene Market, LLC; and Alan Redmond for the benefit of the Receivership Estate, as further set forth in the Motion.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

ORDERED AND ADJUDGED that Receiver's Motion is **GRANTED**. The litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted to allow pursuit of claims against the following persons and entities, as further set forth in the Motion:

1. National Brokers of America, Inc.;
2. National Brokers of America, LLC;
3. Bene Market, LLC; and
4. Alan Redmond.

DONE AND ORDERED in Fort Lauderdale, Florida, this ____ day of _____, 2021.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record