

**UNITED STATES DISTRICT  
COURT SOUTHERN DISTRICT  
OF FLORIDA**

**Case No. 20-CIV-81205-RAR**

**SECURITIES AND EXCHANGE COMMISSION,**

**Plaintiff,**

**v.**

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

**Defendants.**

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**DEFENDANT JOSEPH LAFORTE’S SUPPLEMENTAL MOTION TO  
REMOVE UNREDACTED EXHIBITS CONTAINING PERSONAL  
INFORMATION FROM THE RECORD IN EXHIBITS TO RESPONSE TO  
THE RECEIVER’S ARGUMENT AND PRESENTATION AT THE MAY 20,  
2021 STATUS CONFERENCE AND REPLACE THEM WITH REDACTED  
EXHIBITS**

Defendant, Joseph W. LaForte (“ LaForte or “Defendant”), by its undersigned counsel, pursuant to Federal Rule of Civil Procedure 5.2, moves this Court for the entry of an Order directing the Clerk to remove an additional exhibit that contains personally identifying information from the record and replace it with the attached redacted exhibit to support Defendant, Joseph W. LaForte’s Response to the Receiver’s Argument and Presentation at the May 20, 2021, Status Conference [D.E. 602].

1. On May 28, 2021, Defendant filed his response to Response to the Receiver’s Argument and Presentation at the May 20, 2021, Status Conference [D.E. 602].

2. The undersigned counsel inadvertently included exhibits that were not properly redacted.

3. On May 29, 2021, counsel for the Receiver brought this error to the undersigned’s

attention and requested that that the personally identifiable information be removed from the record.

4. Defendant agrees that this information should be removed from the record in conformance with the Southern District of Florida's CM/ECF NextGen Administrative Procedures. However, the Clerk of the Court stated that the documents cannot be stricken from the record without a Court order.

5. On June 3, 2021, Defendant filed a motion requesting the entry of an Order directing the Clerk to remove the exhibits containing personally identifying information from the record and replace them with redacted exhibits (DE 612).

6. On June 4, 2021, this Court granted the motion. (DE 613).

7. However, Defendant inadvertently omitted an exhibit that also contained personally identifying information, which similarly needs to be submitted in redacted form.

8. Therefore, Defendant Joseph W. LaForte, respectfully requests that the additional exhibit that was filed inadvertently containing personally identifiable information be stricken from the record and replaced with the attached redacted exhibit.

**CERTIFICATE OF COMPLIANCE WITH RULE 7.1(a)(3)**

In accordance with Rule 7.1(a)(3) of the local rules for the United States District Court for the Southern District of Florida, counsel for Defendant previously conferred with counsel for the SEC who does not oppose to the redaction of PII and the Receiver who brought this issue to the undersigned's attention, and requested the filing of this motion in the first instance.

Dated: June 10, 2021

**KOPELOWITZ OSTROW  
FERGUSON WEISELBERG GILBERT**  
One W. Las Olas Blvd., Suite 500

Fort Lauderdale, Florida 33301  
*Attorneys for Joseph W. LaForte*

By: /s/ David L. Ferguson  
DAVID L. FERGUSON  
Florida Bar Number: 0981737  
Ferguson@kolawyers.com  
JOSHUA R. LEVINE  
Florida Bar Number: 91807  
Levine@kolawyers.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on June 10, 2021, I electronically filed the forgoing 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 transmissions of Notices of Electronic Filing generated by CM/ECF.

By: /s/ David L. Ferguson  
DAVID L. FERGUSON

## **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.

### ***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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**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 JULY 22, 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.

<b>Legal Business Name (“Merchant Seller”)</b>	B AND T SUPPLIES, INC	
<b>D/B/A</b>	B AND T SUPPLIES INC DBA BIGGEST BOOK.COM DBA PAYJAN FUND INC DBA BT SUPPLIES WEST INC DBA ADIVA SUPPLIES DBA GLOBAL SUPPLIES & INDUSTRIES DBA FOOD SERVICE, INC DBA PLATINUM FOODS DBA LIFEGUARD	
<b>Type of Business Entity</b>	<i>Corporation (CORP)</i>	
	<i>LLC (LLC)</i>	
	<i>Limited Partnership (LP)</i>	
	<i>Limited Liability Partnership (LLP)</i>	
	<i>Sole Proprietor (SP)</i>	
<b>Physical Address</b>	123 GROVE AVE STE 208, CEDARHURST, NY 11516	
<b>Mailing Address</b>	123 GROVE AVE STE 208, CEDARHURST, NY 11516	
<b>Business Phone</b>		
<b>Business E-mail</b>		
<b>Federal EIN No.</b>		
<b>“Owner” (authorized to execute this Purchase Agreement on behalf of Merchant Seller).</b>	<i>Name</i>	TZVI ODZER
	<i>Title</i>	
	<i>Home Address</i>	90 NEPTUNE AVE, WOODMERE, NY 11598
	<i>Home Phone</i>	
	<i>Cell Phone</i>	
	<i>E-mail</i>	
	<i>Social Security No.</i>	██████████
<b>Broker Information</b>	<i>Name</i>	
	<i>Phone</i>	





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**1. PURCHASE AND SALE TERMS:**

<b>Payoff Existing</b>	\$9,346,398.56
<b>Total Advance Amount</b>	\$9,346,398.56
<b>Specified Percentage</b>	22%
<b>Daily Specified Amount</b>	\$150,000.00
<b>Amount of Days</b>	83
<b>Receivables Purchased Amount</b>	\$12,380,396.12
<b>Estimated Final Receipt Date</b>	NOVEMBER 18, 2020
<b>ACH PROCESSING FEES</b>	NA
<b>NET FUNDING AMOUNT</b>	<b><u>NO WIRE</u></b>

**Acknowledgement of Purchase and Sale Terms**

FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)		SIGNATURE	
TZVI ODZER			
FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)		SIGNATURE	
TZVI ODZER			

**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
- 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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- 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 choose 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

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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

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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.

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**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.

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- 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.

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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 a legal 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.**

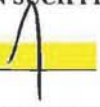
UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MERCHANT SELLER UNDER THIS PURCHASE AGREEMENT, MERCHANT SELLER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER 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 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 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 SUCH PRIOR PROCEEDINGS.

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.** 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.

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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 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.
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

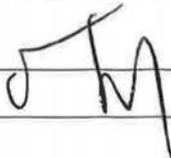
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Purchase Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.


- 27. **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.
- 28. **JURISDICTION AND VENUE.** 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 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.
- 29. **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.
- 30. **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.
- 31. **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.
- 32. **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.**
- 33. **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.**
- 34. **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)		SIGNATURE	
--	---	-----------	--

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TZVI ODZER		←
GUARANTOR (PRINT NAME/TITLE) TZVI ODZER		←
	SIGNATURE	

**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.

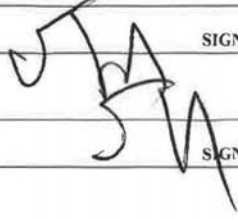


**Remedies.** Upon any Event of Default under the Purchase Agreement, Purchaser may pursue any remedy available at law (including those available under the provisions of the UCC) or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise.

**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.**

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FOR THE MERCHANT SELLER (PRINT NAME/TITLE)		SIGNATURE	
<b>TZVI ODZER</b>			
GUARANTOR (PRINT NAME/TITLE)		SIGNATURE	
<b>TZVI ODZER</b>			

**ACKNOWLEDGEMENT OF RIGHT TO CONFESS JUDGMENT**

AFFIANT(S): TZVI ODZER, 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 JULY 22, 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.

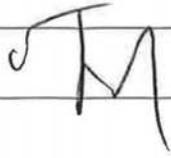


D. Affiant(s) acknowledge(s) that attached to this Acknowledgement of Right to Confess Judgment is a Praecipe to Enter Confession of Judgment and Assessment of Damages, the form of which Obligee may use in connection with confessing judgment against Merchant Seller and/or Affiant(s) pursuant to the terms 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.

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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 TZVI ODZER		SIGNATURE	
GUARANTOR TZVI ODZER		SIGNATURE	

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

Attorneys for Plaintiff

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

COURT OF COMMON PLEAS  
 PHILADELPHIA COUNTY

Plaintiff,

v.

CIVIL ACTION

B AND T SUPPLIES, INC,

No.:

and

TZVI ODZER, 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 B AND T SUPPLIES, INC and Defendant TZVI ODZER, Guarantor, in the amount of \$12,380,396.12 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	\$12,380,396.12 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

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Attorney Fees (5% of Unpaid Receivables)

To be determined

TOTAL

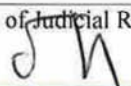

TO BE DETERMINED AT TIME OF FILING FOLLOWING DEFAULT

Date:

By: \_\_\_\_\_  
Attorneys for Plaintiff

I hereby assess damages:

Clerk, Office of Judicial Records

  
ACKNOWLEDGED 

GUARANTY

GUARANTOR	TZVI ODZER
GUARANTOR'S ADDRESS	90 NEPTUNE AVE, WOODMERE, NY 11598

**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

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 GUARANTOR 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, GUARANTOR: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNS 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 GUARANTY AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GUARANTOR 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 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 GUARANTOR HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON GUARANTOR'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST 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.

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 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.

**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.

**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.

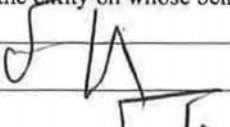

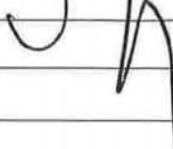

**JURISDICTION AND VENUE.** With the exception of Purchaser's right to seek injunctive relief in any appropriate jurisdiction, any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach thereof, or otherwise alleging claims related to or arising out of the Guarantor(s)' 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,

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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 TZVI ODZER		SIGNATURE	
GUARANTOR TZVI ODZER		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.

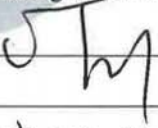
**AUTOMATIC PAYMENT PLAN:** Enrollment in Purchaser's Automatic Payment Plan is required for approval. By signing below, Merchant Seller agrees to enroll in the Automatic Payment Plan and authorizes Purchaser to collect payments required under the terms of Purchase Agreement by initiating ACH debit entries 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.

Signature/Date/Title	 07/22/20
Bank Name	Signature Bank
City/State/Zip	
Routing Number	[REDACTED]
Account Number	[REDACTED]
Business Name on Account	B and T Supply
Address on Account	[REDACTED]
Seller/Merchant Phone #	
Tax ID Number	
Email	

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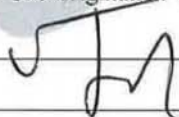
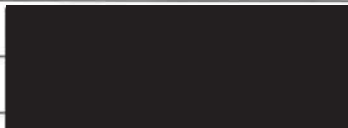
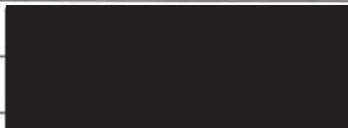
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Signature/Date/Title	 07/22/20
Bank Name	Signature Bank
City/State/Zip	
Routing Number	
Account Number	
Business Name on Account	Global Supplies.
Address on Account	
Seller/Merchant Phone #	
Tax ID Number	
Email	

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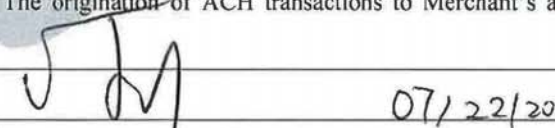
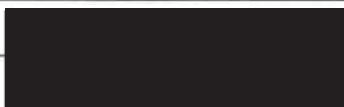

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**ACCOUNT CHANGES:** Merchant Seller agrees promptly to notify Purchaser if there are any changes to the account and/or routing numbers of the Designated Checking Account

**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.

Signature/Date/Title	
Bank Name	Signature Bank
City/State/Zip	
Routing Number	
Account Number	
Business Name on Account	Lifeguard
Address on Account	
Seller/Merchant Phone #	
Tax ID Number	
Email	

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Please Initial 

**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:

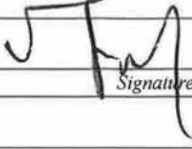
**PLEASE SIGN OPTION ONE OR TWO**

**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\*\**

	
Signature	Date
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

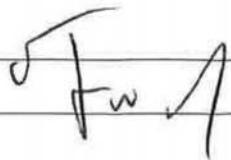


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**AUTHORIZATION TO RESUME ACH DEBITING FORM**

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: \_\_\_\_\_

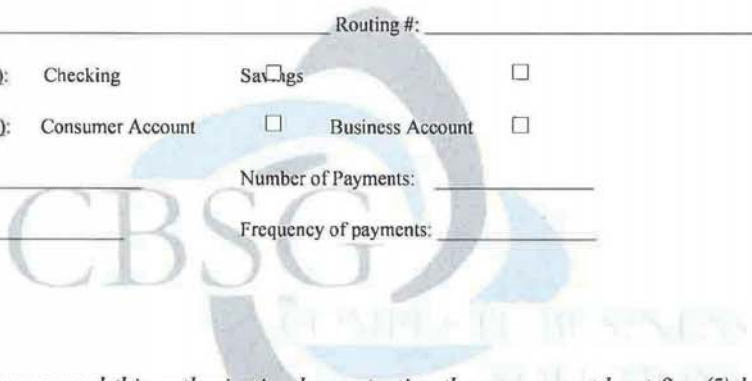
Account #: \_\_\_\_\_ Routing #: \_\_\_\_\_

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:	
CUSTOMER PRINTED NAME:			
CUSTOMER CONTACT TELEPHONE #			

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**TRADE REFERENCES**

Please provide a list of 3-5 professional references

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

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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.*

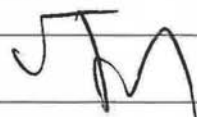
<b>NAME OF BANK:</b>
<b>BANK PORTAL WEBSITE:</b>
<b>USERNAME:</b>
<b>PASSWORD:</b>
<b>SECURITY QUESTION/ANSWER 1</b>
<b>SECURITY QUESTION/ANSWER 2</b>
<b>SECURITY QUESTION/ANSWER 3</b>
<b>ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:</b>

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**SCHEDULE A: FEE STRUCTURE**

1. Origination Fee: \$ 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: TZVI ODZER		MERCHANT SIGNATURE:	
NAME: TZVI ODZER		MERCHANT SIGNATURE:	

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

Please Initial 



B AND T SUPPLIES, INC and TZVI ODZER  
123 GROVE AVE STE 208, CEDARHURST, NY 11516

JULY 22, 2020

**NOTICE OF SALE, ASSIGNMENT, and TRANSFER**

To Whom It May Concern:

This letter is to notify you that on JULY 22, 2020, B AND T SUPPLIES, INC 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, B AND T SUPPLIES, INC sold, assigned, and transferred to CBSG from that date forward all of B AND T SUPPLIES, INC's right, title, and interest in and to B AND T SUPPLIES, INC's future receipts, accounts, and contract rights arising from or relating to the payment of monies payable to B AND T SUPPLIES, INC (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 B AND T SUPPLIES, INC 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 B AND T SUPPLIES, INC'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 B AND T SUPPLIES, INC or held by you for B AND T SUPPLIES, INC 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 B AND T SUPPLIES, INC and to bind B AND T SUPPLIES, INC.

Very truly yours,

  
\_\_\_\_\_  
By: TZVI ODZER

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

cc: Complete Business Solutions Group, Inc.

Please Initial 

# **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: \$ 750,000.00**

#### **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**

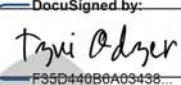

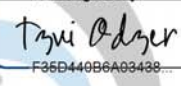

This Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”) is made as of JULY 27, 2020, and is by and between Complete Business Solutions Group, Inc. d/b/a Par Funding and the business identified below. Capitalized terms in this Purchase Agreement and accompanying documents shall have the meanings set forth in the “Definitions” section of this Purchase Agreement unless otherwise defined herein.

<b>Legal Business Name (“Merchant Seller”)</b>	LIFEGUARD	
<b>D/B/A</b>	B AND T SUPPLIES INC DBA BIGGEST BOOK.COM DBA PAYJAN FUND INC DBA BT SUPPLIES WEST INC DBA ADIVA SUPPLIES DBA GLOBAL SUPPLIES & INDUSTRIES DBA FOOD SERVICE, INC DBA PLATINUM FOODS DBA LIFEGUARD	
<b>Type of Business Entity</b>	<i>Corporation (CORP)</i>	
	<i>LLC (LLC)</i>	
	<i>Limited Partnership (LP)</i>	
	<i>Limited Liability Partnership (LLP)</i>	
	<i>Sole Proprietor (SP)</i>	
<b>Physical Address</b>		
<b>Mailing Address</b>		
<b>Business Phone</b>		
<b>Business E-mail</b>		
<b>Federal EIN No.</b>		
<b>“Owner” (authorized to execute this Purchase Agreement on behalf of Merchant Seller).</b>	<i>Name</i>	TZVI ODZER
	<i>Title</i>	
	<i>Home Address</i>	90 NEPTUNE AVE, WOODMERE, NY 11598
	<i>Home Phone</i>	
	<i>Cell Phone</i>	
	<i>E-mail</i>	
	<i>Social Security No.</i>	
<b>Broker Information</b>	<i>Name</i>	
	<i>Phone</i>	

**1. PURCHASE AND SALE TERMS:**

<b>Purchase Price</b>	<b>\$750,000.00</b>
<b>Specified Percentage</b>	<b>22%</b>
<b>Weekly Specified Amount</b>	<b>\$19,038.46</b>
<b>Amount of Weeks</b>	<b>52</b>
<b>Receivables Purchased Amount</b>	<b>\$990,000.00</b>
<b>Estimated Final Receipt Date</b>	<b>JULY 26, 2021</b>
<b>ACH PROCESSING FEES</b>	<b><u>WAIVED</u></b>
<b>NET FUNDING AMOUNT</b>	<b><u>\$750,000.00</u></b>

**Acknowledgement of Purchase and Sale Terms**

FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
<b>TZVI ODZER</b>			
FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)	DocuSigned by:	SIGNATURE	
<b>TZVI ODZER</b>			

**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.



- 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.

- 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 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 furnish 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 a legal 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.

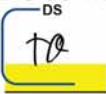
12. **WARRANT OF ATTORNEY TO CONFESS JUDGMENT.**

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 CONDEMNS 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



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 SUCH PRIOR PROCEEDINGS.

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.** 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



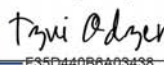



existence or non-existence of insurance. The rights to indemnity under this Purchase Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on Indemnitee by statute, ordinance, regulation, or otherwise.

- 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 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.



- 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. **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.
- 28. **JURISDICTION AND VENUE.** 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 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.
- 29. **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.
- 30. **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.
- 31. **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.
- 32. **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 OUR 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.**
- 33. **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.**
- 34. **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	
<b>TZVI ODZER</b>			
		F35D440B6A03438...	
FOR THE GUARANTOR (PRINT NAME/TITLE)		DocuSigned by: SIGNATURE	
<b>TZVI ODZER</b>			
		F35D440B6A03438...	

**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 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)	SIGNATURE	
<b>TZVI ODZER</b>	DocuSigned by: <i>Tzvi Odzer</i> F35D440B6A03438...	
GUARANTOR (PRINT NAME/TITLE)	SIGNATURE	
<b>TZVI ODZER</b>	DocuSigned by: <i>Tzvi Odzer</i> F35D440B6A03438...	

**ACKNOWLEDGEMENT OF RIGHT TO CONFESS JUDGMENT**

AFFIANT(S): TZVI ODZER, 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 JULY 27, 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 TZVI ODZER	DocuSigned by: <i>Tzvi Odzer</i> DocuSigned by: F35D440B6A03438...	SIGNATURE	←
GUARANTOR TZVI ODZER	DocuSigned by: <i>Tzvi Odzer</i> DocuSigned by: F35D440B6A03438...		←

**COMPLETE BUSINESS SOLUTIONS GROUP, INC.**

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

Attorneys for Plaintiff

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

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

Plaintiff,

CIVIL ACTION

v.

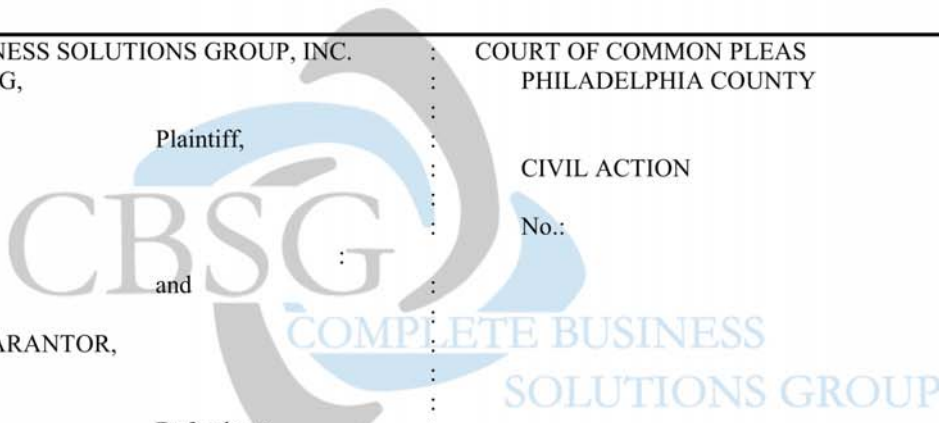
No.:

LIFEGUARD,

and

TZVI ODZER, 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 LIFEGUARD and Defendant TZVI ODZER, Guarantor, in the amount of \$990,000.00 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	\$990,000.00 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, Office of Judicial Records

*Tzvi Odzer*  
ACKNOWLEDGED



**GUARANTY**

<b>GUARANTOR</b>	<b>TZVI ODZER</b>
<b>GUARANTOR'S ADDRESS</b>	<b>90 NEPTUNE AVE, WOODMERE, NY 11598</b>

**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 GUARANTOR 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, GUARANTOR: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNS 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 GUARANTY AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GUARANTOR 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 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 GUARANTOR HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON GUARANTOR'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST 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.

to  
CBSG

DS  
to

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 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.

**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.

**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 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 TZVI ODZER	DocuSigned by: <i>Tzvi Odzer</i> F35D440B6A03438...	SIGNATURE	←
GUARANTOR TZVI ODZER	DocuSigned by: <i>Tzvi Odzer</i> F35D440B6A03438...	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.

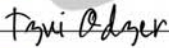
**AUTOMATIC PAYMENT PLAN:** Enrollment in Purchaser’s Automatic Payment Plan is required for approval. By signing below, Merchant Seller agrees to enroll in the Automatic Payment Plan and authorizes Purchaser to collect payments required under the terms of Purchase Agreement by initiating ACH debit entries 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:  
  
 F35D440B6A03438...

<b>Signature/Date/Title</b>		7/27/2020
<b>Bank Name</b>	x	
<b>City/State/Zip</b>		
<b>Routing Number</b>	x	
<b>Account Number</b>	x	
<b>Business Name on Account</b>	x	
<b>Address on Account</b>		
<b>Seller/Merchant Phone #</b>		
<b>Tax ID Number</b>		
<b>Email</b>		

**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**

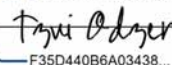

**OPTION 1 – DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:**

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 DocuSigned by pages if necessary\*\*

 F35D440B6A03438...	7/27/2020	←
DocuSigned by: <i>Signature</i>	<i>Date</i>	
 F35D440B6A03438...	7/27/2020	←
<i>Signature</i>	<i>Date</i>	

**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

		←
<i>Signature</i>	<i>Date</i>	
		←
<i>Signature</i>	<i>Date</i>	



**AUTHORIZATION TO RESUME ACH DEBITING FORM**

<b>NAME OF SELLER/MERCHANT:</b>	
---------------------------------	--

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:

\_\_\_\_\_

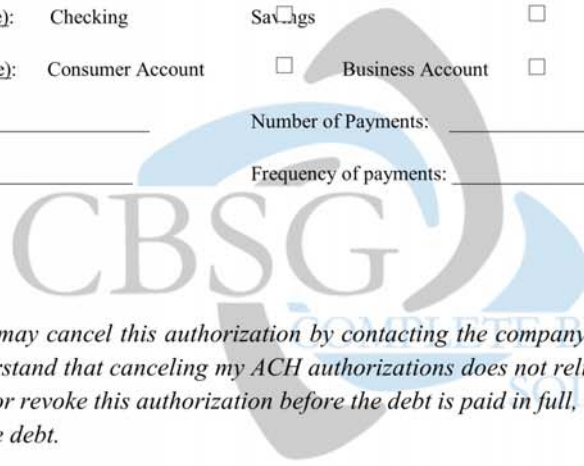
Account #: \_\_\_\_\_ Routing #: \_\_\_\_\_

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.

<b>NAME OF BANK:</b>		<b>DATE:</b>	7/27/2020
<b>CUSTOMER PRINTED NAME:</b>	X		
<b>CUSTOMER CONTACT TELEPHONE #</b>	X		

**TRADE REFERENCES**

Please provide a list of 3-5 professional references

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	



<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	



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.*

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



**SCHEDULE A: FEE STRUCTURE**

1. Origination Fee: \$WAVIED 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:	MERCHANT SIGNATURE:	
<b>TZVI ODZER</b>	<i>Tzvi Odzer</i>	←
NAME:	MERCHANT SIGNATURE:	
<b>TZVI ODZER</b>	<i>Tzvi Odzer</i>	←



LIFEGUARD and TZVI ODZER

JULY 27, 2020

**NOTICE OF SALE, ASSIGNMENT, and TRANSFER**

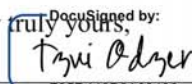
To Whom It May Concern:

This letter is to notify you that on JULY 27, 2020, LIFEGUARD 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, LIFEGUARD sold, assigned, and transferred to CBSG from that date forward all of LIFEGUARD's right, title, and interest in and to LIFEGUARD's future receipts, accounts, and contract rights arising from or relating to the payment of monies payable to LIFEGUARD (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 LIFEGUARD 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 LIFEGUARD'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 LIFEGUARD or held by you for LIFEGUARD 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 LIFEGUARD and to bind LIFEGUARD.

Very truly yours,  
  
F35D440B6A03438...

By: TZVI ODZER  
Tzvi odzer

Printed Name  
Ceo

Title

cc: Complete Business Solutions Group, Inc.