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1	COMP Todd M. Touton, #1744	Alun & Elmin
2	ttouton@lionelsawyer.com	CLERK OF THE COURT
3	Robert Hernquist, #10616 rhernquist@lionelsawyer.com	
4	LIONEL SAWYER & COLLINS 1700 Bank of America Plaza	
5	300 South Fourth Street Las Vegas, Nevada 89101	
6	(702) 383-8855 (Telephone) (702) 383-8845 (Fax)	
7	Attorneys for VION OPERATIONS LLC and	
8	STRATEGIC FUNDING SOURCE, INC.	
9	DISTRIC	T COURT
10	CLARK COUN	ITY, NEVADA
11	VION OPERATIONS LLC, a Nevada limited liability company; and STRATEGIC	Case No. A- 11- 646131- C Department
12	FUNDING SOURCE, INC., a New York	_
13	corporation,	COMPLAINT
14	Plaintiffs,	(Arbitration Exemption Claimed: Amount in Controversy Exceeds \$50,000 and Action
	v.	Seeking Declaratory Relief)
15	JAY L. BLOOM, an individual; CAROLYN S.	
16	FARKAS, an individual; EAGLE GROUP HOLDINGS, LLC, a Nevada limited liability	
1.7	company; EAGLE GROUP MARKETING, LLC; a Nevada limited liability company;	
18	A.D.D. PRODUCTIONS, LLC; a Nevada limited liability company; ORDER 66	
19	ENTERTAINMENT, LLC., a Nevada limited liability company; DOES I through X; and	
20	ROE ČORPÔRÁTIONS I through X	
21	Defendant	
22	Vion Operations LLC ("Vion") and Strat	tegic Funding Source, Inc. ("Strategic Funding")
23	allege as follows:	
24	1. Vion is a Delaware limited liability	ty company authorized to do business in Clark
25	County, Nevada and is a purchaser from Murder	Inc., LLC ("Murder Inc.") under the agreements
26	as hereinafter described. Murder Inc. operates t	he Las Vegas Mob Experience Exhibit at the
27	Tropicana Hotel and Casino and has not been ma	ade a party to this lawsuit
28 YER	110produce 110tot and Cusino and ness not occil int	mo a pairy to and surrounce

LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANKOF AMERICA PLAZA
300 SCUTH FOURTH ST.
LAG VEGAS,
NEVADA B9101
(702) 383-8868

- 2. Strategic Funding is a New York corporation and was a co-purchaser with Vion under the agreements with Murder Inc. as hereinafter described.
 - 3. Jay L. Bloom ("Bloom") is a resident of Clark County, Nevada.
- 4. Carolyn S. Farkas ("Farkas") is believed to be a resident of Clark County, Nevada and both is and was at all relevant times the spouse of Bloom.
- 5. Eagle Group Holdings, LLC ("Eagle") is a Nevada limited liability company.

 Eagle was 100% owner of Murder Inc. but Eagle gave Bloom all management authority for Murder, Inc.. Bloom is Eagle's managing member, but Eagle is an alter ego of Bloom.
- 6. Eagle Group Marketing, LLC ("Eagle Marketing") is a Nevada limited liability company. Eagle is one of Eagle Marketing's managing members, but Eagle Marketing is an alter ego of Bloom.
- 7. A.D.D Productions LLC ("A.D.D.") is a Nevada limited liability company. Eagle is A.D.D.'s managing member, but A.D.D. is an alter ego of Bloom.
- 8. Order 66 Entertainment, LLC ("Order 66") is a Nevada limited liability company.

 Eagle is Order 66's managing member, but Order 66 is an alter ego of Bloom.
- 9. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants Does I through X and Roe Corporations I through X are unknown to plaintiff at the present time and plaintiff therefore sues said defendants by such fictitious names. Plaintiff is informed and believes and thereupon alleges that each of the defendants designated as Does I through X and Roe Corporations I through X are responsible in some manner for the events and happenings referred to here. Once discovery has disclosed such entities, plaintiff will ask leave of this Court to amend its Complaint to insert the true names and capacities of said defendants and to join such defendants in this action.
 - 10. The events described herein occurred in Clark County, Nevada.

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11. On February 25, 2011, Murder Inc. through its sole-authorized representative, Bloom, entered into a Purchase and Sale of Future Receipts Agreement with Vion and Strategic in the form of Exhibit 1. Separately, on the same day, defendant Bloom and Louis Ventre ("Ventre") executed the Merchant Security Agreement and Guaranty on behalf of Murder Inc. and in their individual capacities. The Merchant Security Agreement and Guaranty is attached as Exhibit 2. The Purchase and Sale of Future Receipts Agreement and the Merchant Security Agreement and Guaranty are collectively referred to herein as the "Agreements". Bloom and Ventre personally guaranteed performance of all of Murder Inc.'s obligations under the Agreements.

12. On March 14, 2011, Murder Inc., through Bloom acting as owner and Louis Ventre, President, entered into a second Purchase and Sale of Future Receivables Agreement with Strategic in the form of Exhibit 3 attached. Separately, on the same day, defendant Bloom and Louis Ventre executed a second Merchant Agreement and Guaranty in favor of Strategic Funding Source, Inc. in the form of Exhibit 4 attached. Bloom and Ventre personally guaranteed performance of all of Murder Inc.'s obligations under the Agreements.

Pursuant to the Agreements, Vion and Strategic purchased certain credit card 13. receipts and non-credit card receipts from Murder Inc. totaling \$4,092,171.40 which receipts were protected by security interests confirmed through financing statements filed with the Nevada Secretary of State (the "Financing Statements"). The receipts include credit card payments received when admission is purchased to the Mob Experience attraction at the Tropicana Hotel & Casino. Vion's and Strategic's security interest includes all personal property of Murder Inc. The Merchant Security Agreement and Guaranty with Bloom and Murder Inc. set forth terms prohibiting Murder Inc. as the Merchant or Bloom as a guarantor from creating or permitting to exist directly or indirectly any other encumbrance with respect to Vion's and

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Strategic's collateral, including subsequent liens. True and correct copies of the Financing Statements are attached as Exhibits 5 and 6. The Financing Statements warn that junior encumbrances of Vion's and Strategic's claim collateral would constitute material default under the terms of the Merchant Security Agreement and Guaranty.

- 14. Bloom, on behalf of Murder Inc., as its agent, induced Vion and Strategic to purchase future accounts of Murder Inc. and in so doing assured Vion and Strategic that he had not already through his conduct and would not thereafter destroy the company's ability to continue in business by looting it of all or substantially all capital needed for operations.
 - 15. Bloom's fraud included the following:
 - (a) Murder Inc.'s financial statements were provided by Bloom to qualify for the transaction with Vion and Strategic. The financial statements submitted were materially false in several respects. Bloom gave false information in the financing statements regarding:
 - (i) payables;
 - (ii) visitor volumes; and
 - (iii) company liabilities.
 - (b) Bloom made no mention of past due contractor and trade payables in the financing statements,
 - (c) Bloom submitted updated financials on or about July 8, 2011, which revealed nothing of the true financial condition of Murder Inc., did not reveal he was looting the company and were provided to conceal his ongoing fraud.
 - (d) Bloom's attendance forecast for the attraction was based on patently unrealistic and unreasonable assumptions designed to fraudulently induce Vion and Strategic to finance Murder Inc.. He projected 4,110 people per day, starting in the first

month. He knew the design of the exhibit would make it impossible to put that many people through the exhibit in a single day.

- (e) Bloom showed the ticket price at \$29.95. When the exhibit opened, the ticket price was \$39.95.
- (f) The Murder Inc. debt Bloom disclosed was approximately \$8,000,000 with a total income assignment to other parties of 25.05%. The actual debt for Murder Inc. at the time was \$15,439,548.58 with a note face value (i.e. total payback amount) of \$16,050,380.22. The income assignments to third parties associated with this level of indebtedness was 46.299%, resulting in materially less cash being available to operate the company than represented.
- (g) Bloom represented to Vion and Strategic that Murder Inc. would owe its general contractor MJ Dean Construction indebtedness of \$250,000 per month for the period from March-October 2011 for a total of \$2,000,000 due to complete construction. Bloom made none of those payments, but the amount of construction indebtness is now believed to be in excess of \$4,600,000.
- (h) Bloom represented that total payroll for Murder Inc. would be \$25,980.00 per month. The payroll is believed to be \$73,268.00 every two weeks or \$146,536.00 per month.
 - (i) Bloom never disclosed that he has not paid payroll taxes of Murder, Inc.
- 16. Section 2.19 of the Merchant Cash Advance Agreement Terms and Conditions requires that all information provided by Murder Inc. and each guaranter to Vion and Strategic be true, accurate and complete in all respects. Much of the information Bloom provided to Vion and Strategic was untrue, inaccurate and incomplete in violation of Section 2.19 of the Merchant Cash Advance Agreement.

	17.	Bloom knew the f	inancial sta	tements, pro	ojected e	expenses	s and ot	her projectio	ns
and	related	assumptions he gav	e Vion and	l Strategic	were fi	iction a	nd he p	presented the	m
spec	cifically t	to induce Vion and St	rategic to fi	nd the Agre	eements.	The A	greemen	its were fund	ed
in t	he amou	nt of \$3,147,824.10.	All of the	funds from	Vion ar	nd Strat	egic we	re procured f	or
Mui	der Inc.	by Bloom's fraud.							

- 18. Bloom promised pursuant to the Merchant Security Agreement and Guaranty not to create, incur, assume or permit to exist, directly or indirectly, any lien or other encumbrance on or with respect to any of Vion's or Strategic's collateral. On March 21, 2011, Bloom willfully breached the Agreements by pledging the same personal property collateral, including deposit accounts and other intangibles to another creditor pursuant to the financing statement attached as Exhibit 7.
- 19. This breach was part of a pattern of fraud. Bloom used certain alter egos before and after the execution of the Agreements to advance his fraudulent scheme.
- 20. Bloom's diversions of funds from Murder Inc. in 2010 consisted of at least the following:
 - (a) A.D.D. Productions LLC \$ 39,000.00
 - (b) Eagle Group Holdings LLC \$1,245,250.00
- 21. Bloom's diversions of funds from Murder Inc. from January 1, 2011, through June 30, 2011, consisted of at least the following:
 - (a) A.D.D. Productions LLC \$ 50,700.00
 (b) Eagle Group Marketing LLC \$ 124,041.00
 (c) Order 66 Entertainment LLC \$ 31,400.00
 (d) Eagle Group Holdings LLC \$ 590,193.92
- 22. Bloom diverted funds directly from Murder Inc. and from Eagle for payment of personal expenses, including such items as car payments, credit card bills, housing expenses

(cable TV, utilities, pool cleaning, maid service), groceries and the like using categories in his own records such as "cash for Jay" and "to be accounted for later." Bloom used an on-line account transfer from Murder Inc.'s operating account to his personal account and frequently used ATM withdrawals in the tens of thousands of dollars to accomplish these personal diversions. In addition to other indirect payments for the benefit of Bloom, Bloom diverted over \$455,000 from April 3, 2009, to June 7, 2011, directly to himself from Murder Inc.

- 23. Bloom diverted funds from Eagle and other alter egos for payment of personal expenses. Bloom diverted over \$203,500 from 2010 through June 2011.
- 24. By diverting funds to his alter egos, Bloom deliberately and purposely rendered Murder Inc. insolvent and unable to meet its obligations as they became due without additional financing. Murder Inc. cannot operate and it cannot pay its existing debts without additional financing,
- 25. The entities to which Bloom authorized wrongful transfers of money are each owned and controlled by Bloom or Farkas, his wife. They are all alter egos for Bloom governed by Bloom, with a unity of interest inseparable from Bloom. Adherence to the limited liability company fiction for Eagle, A.D.D., Eagle Marketing and Order 66 would sanction a fraud and promote injustice.
- 26. Bloom's diversion of funds actively looted the working capital of Murder Inc. As a consequence he was forced to relinquish 95% of his ownership interest to GC Global Capital Group (one of Murder Inc.'s creditors) in July 2011.
 - 27. Bloom's fraud and further breach of the Agreements includes the following:
 - (a) Bloom has reduced and impaired the value of Vion's and Strategic's security interest under the Merchant Security Agreement and Guaranty in further violation of Section 3.1 of the said agreement. All of the breaches were deliberately and purposely

done by Bloom to advance the purpose of fraud and fraudulent concealment and through his fraud to wrongfully induce Vion and Strategic to make available the financing transaction in question.

- (b) Bloom did not correct or amend the financial statements as required by Section 2.1 of the Merchant Cash Advance Agreement as he looted Murder Inc., but deliberately mislead Vion and Strategic with supplemented financial submissions.
- (c) By willfully looting the company before and after the execution of the Merchant Cash Advance Agreement, Bloom violated, and concealed his violation of, the Agreements.
 - (d) Bloom diverted substantially all of the operating capital necessary to successfully market the Mob Experience attraction at Tropicana Hotel and Casino from Murder, Inc. That led to a need for more operating capital, which resulted in further breach by the placement of junior liens on Vion's and Strategic's collateral in violation of in violation of Section 2.10 of the Merchant Cash Advance Agreement and the paragraph captioned "Negative Pledge" of the Merchant Security Agreement and Guaranty. Section 2.10 of the Merchant Cash Advance Agreement provides:
 - 2.10. Working Capital Funding. Merchant shall not enter into any arrangement, agreement or commitment that relates to or involves Receipts, whether in the form of a purchase of, a loan against, or the sale or purchase of credits against, Receipts or future card or non-card sales with any party other than Purchaser.

The paragraph captioned "Negative Pledge" of the Merchant Security Agreement and Guaranty provides:

<u>Negative Pledge</u>. Each of Merchant and each Guarantor agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien or other encumbrance on or with respect to any of the Collateral or Additional collateral, as applicable.

Bloom's violation of the negative covenant is confirmed in Exhibit 7.

- 28. The projections provided to Vion and Strategic of costs required for Murder Inc. to fully complete and operate the exhibit was at least \$6,000,000 understated. Bloom's diversions of the funds available for Murder Inc. to complete and operate the exhibit destroyed the viability of the Murder Inc.
- As a result of Bloom's fraudulent diversions, mechanic's liens were recorded on the attraction and Tropicana Hotel and Casino's property after Vion and Strategic had paid Murder Inc. all or substantially all of the \$3,147,824.10 they funded. Those liens include, but are not limited to:

a.	Bombard Electric, LLC	\$701,021.50
b.	Hansen Mechanical Contractors, Inc.	\$154,421.00
c,	George M. Raymond Co.	\$891,521.00
d.	Las Vegas Awnings LLC	\$106,851.00
e.	M.J. Dean Construction, Inc.	\$4,640,732.00

Pending liens total in excess of \$6,494,546.50.

- 30. Upon information and belief, Vion and Strategic allege that no good and sufficient consideration existed for the transfers or any of the diversions.
- 31. Bloom concealed all of the diversions from Vion and Strategic when he was required, affirmatively pursuant to the terms of the Agreements, common law duties of good faith and fair dealing, and his fiduciary duties owed as a principal of an insolvent company to his creditors, to disclose those breaches.
- 32. Concealment of Bloom's fiduciary breaches establishes a pattern of fraud upon Vion and Strategic.
- 33. Vion and Strategic are informed and believes that Bloom and Farkas were husband and wife on and before February 25, 2011, the effective date of the Agreements. As

such, the obligations undertaken by Bloom as a guarantor, were community obligations, not disclaimed by Farkas in documents or otherwise as Nevada law anticipates under NRS 123.160.

- 34. Farkas is also an alter ego receiving funds from Murder Inc. without fair consideration in furtherance of Bloom's scheme to divert funds to his alter egos. Although Bloom claimed Farkas performed marketing services for Murder Inc., she holds no license in Clark County or Las Vegas and she is not identified with any entity authorized to do business in Nevada at the Nevada Secretary of State's office. She is further liable as a fraudulent grantee.
- 35. Farkas is liable with Bloom to the extent of her marital community upon the obligations represented by Bloom's guaranty and fully liable for damages arising from Bloom's fraudulent conduct as a fraudulent grantee.
- 36. Vion and Strategic justifiably relied upon Bloom's misrepresentations and were deceived by his failure to make disclosure of his wrongful acts. Vion and Strategic have been damaged accordingly.

FIRST CLAIM FOR RELIEF

(Breach of Guaranty - Jay Bloom)

- 37. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1 through 36 as though those allegations were set forth fully herein.
- 38. Bloom violated the negative covenant set forth in the Agreements as evidenced by the encumbrances confirmed in Exhibit 7.
- 39. Bloom is liable upon his Merchant Security Agreement and Guaranty to Vion and Strategic in the amount of all Vion's and Strategic's damages, including, but not limited to:
 - a. the full amount of receivables purchased, referred to as the "Purchased Amount" in the Merchant Cash Advance Agreement (initially \$3,571,995.15 and increased to \$4,092,171.46 on March 16, 2010) offset only by receipts of collections paid

to Vion and Strategic to-date;

- b. diminution of the value of its collateral through impairment of the company's ability to market the attraction creating both reduction of visitor volume and cutting short the duration of future receipts; and
 - c. exemplary damages as may be determined herein.
- 40. It has been necessary for Vion and Strategic to obtain the services of an attorney to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.

SECOND CLAIM FOR RELIEF

(Breach of Guaranty - Alter Egos)

- 41. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1 through 40 as though those allegations were set forth fully herein.
 - 42. Bloom is liable to Vion and Strategic as alleged above.
- 43. Vion and Strategic are further entitled to an order declaring Eagle, Eagle Marketing, Carolyn Farkas, A.D.D. and Order 66 all to be alter egos of Jay L. Bloom and directly liable upon Bloom's guaranty and directly liable for all damages caused to Vion and Strategic by Bloom's fraud and other actions as described herein.
- 44. It has been necessary for Vion and Strategic to obtain the services of an attorney to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.

THIRD CLAIM FOR RELIEF

(Breach of Fiduciary Duty and Concealment of Fiduciary Breach - Jay Bloom)

- 45. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1 through 44 as though those allegations were set forth fully herein.
- 46. Bloom was the principal of an insolvent company who made numerous misrepresentations to Vion and Strategic to induce it to enter into the Agreements. When Bloom

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looted the company he failed to disclose his numerous breaches to Vion and Strategic and the failure to disclose constitutes a concealment.

- 47. Bloom owed Vion and Strategic as a fiduciary duty in his role as a principal of an insolvent company. Giles v. General Motors Acceptance Corp., 494 F.3d 865 (9th Cir. 2007).
- 48. Accordingly, Bloom breached both fiduciary duties and concealed fiduciary breaches constituting fraud.
- 49. As a result of Bloom's breach of fiduciary duties and concealment of fiduciary breaches, Vion and Strategic are entitled to recover all actual, special, and exemplary damages
- 50. It has been necessary for Vion and Strategic to obtain the services of an attorney to pursue this claim and they are entitled to cover reasonable attorney's fee therefore.

FOURTH CLAIM FOR RELIEF

(Fraud - Bloom and Alter Egos)

- 51. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1 through 50 as though those allegations were set forth fully herein.
- 52. Murder, Inc. and Bloom have committed fraud in the inducement and have rendered themselves insolvent through fraudulent conveyance of its property to Bloom's alter egos or to others who hold its property wrongfully in secret trust for Bloom.
- 53. Vion and Strategic are entitled to recover from Bloom for fraud for all actual, special, and exemplary damages the Court may deem appropriate.
- 54. Vion and Strategic are entitled to recover from Farkas, Eagle, A.D.D., and Order 66 as Bloom's alter egos for fraud and as fraudulent grantees for all actual, special, and exemplary damages the Court may deem appropriate.
- 55. Bloom's wrongful diversion of funds from Murder Inc. incurred in large part after Vion's and Strategic's claims arose.

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56.	Murder	Inc.	did n	ot receive	a rea	isonably	equivalent	value	in exc	hange	for these
diversions a	ınd Murder	Inc.	was i	nsolvent	at the	time the	e diversions	were	made (or was	rendered
insolvent as	a result of	the di	iversi	ons.							

- 57. The diversions without consideration not only demonstrate that Farkas, Eagle A.D.D., Eagle Marketing, and Order 66 are Bloom's alter egos, but the diversions themselves constitute fraudulent transfers under NRS 112.190.
- 58. Vion and Strategic are entitled to recover judgment for the value of the assets transferred up to the amount of their claims pursuant to NRS 112.220(2) and otherwise as a remedy for fraud as recognition of the alter ego status of Farkas, Eagle, A.D.D., Eagle Marketing, and Order 66.
- 59. It has been necessary for Vion and Strategic to obtain the services of an attorney to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.

FIFTH CLAIM FOR RELIEF

(Breach of The Covenant of Good Faith and Fair Dealing)

- 60. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1 through 59 as though those allegations were set forth fully herein.
- 61. Bloom has acted in bad faith with respect to his contractual obligations to Vion and Strategic and Vion and Strategic are entitled to recover upon the contract-based remedy of breach of the covenant of good faith and fair dealing.
- 62. As Bloom is a principal of an insolvent company, he owed fiduciary duties to Vion and Strategic in its capacity as a creditor and therefore, Bloom is liable to Vion and Strategic for breach of the tort-based duty to conduct himself in accordance with the obligation of good faith and fair dealing.
 - 63. As a result of Bloom's breach of the covenant of good faith and fair dealing, Vion

and Strategic are entitled to recover all actual, special, and exemplary damages.

- 64. Vion and Strategic are entitled to recover against Bloom for violation of duties of good faith and fair dealing.
- 65. It has been necessary for Vion and Strategic to obtain the services of an attorney to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.

WHEREFORE, Vion Operations LLC and Strategic Funding Source, Inc. pray for relief as follows:

- For judgment against Jay L. Bloom upon its claims for breach, fraud,
 fiduciary breach, concealment of fiduciary breach and violation of various
 covenants of good faith and fair dealing for all actual, special, and
 exemplary damages in excess of \$10,000;
- For an order declaring Eagle Group Holdings, LLC, Eagle Group Marketing, LLC, Carolyn Farkas, A.D.D. Productions LLC and Order 66 LLC all to be alter egos of Jay L. Bloom;
- 3. For judgment based on fraud and fraudulent conveyance against Eagle Group Holdings, LLC, Eagle Group Marketing, LLC, Carolyn Farkas, A.D.D. Production LLC and Order 66 LLC for all actual, special, and exemplary damages in excess of \$10,000;
- 4. For judgment against Eagle Group Holdings, LLC, Carolyn Farkas, A.D.D. Productions LLC, Order 66 LLC and Eagle Group Marketing, LLC upon their claims for all actual, special, and exemplary damages in excess of \$10,000;
- 5. For costs incurred herein; and

6. For attorney's fees incurred herein.

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LIONEL SAWYER
& COLLINS
ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH ST.
LAS VEGAS,

LIONEL SAWYER & COLLINS

By:

Todd M. Touton, #1744
1/00 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

Attorneys for VION OPERATIONS LLC and STRATEGIC FUNDING SOURCE, INC.

EXHIBIT 1

EXHIBIT 1





Contract# Sales Parmer:

MERCHANT CASH ADVANCE AGREEMENT

Agreement david between 25, 2611 between Strategic bunding Source Inc. ("<u>SFSP</u>") and Vion Operations LLC ("<u>Vina"), as to puzehasen (as</u>geber, "Parchager"), and the merchant listed below ("Merchant")

MERCHANT INFORMATION

Merchant's Legal Name: Munter Inc., L.I.A.

Dillial: The Line Vegus Mah Experience

Sinte of Incorporation Organization: Nevatia

Type of onling takeek appet 1 Corporation (X) I united I inhibly Company (11 tomas) Particishin (1) I anded I inhibly Poolings

Physical Audiese 1801 Law Vegas Boulevard South

Chy Las Veges

Male: Nes min

Zip 89109

Malling Address: 3801 Las Vegas Boulevard South

City: Las Vegas

State: Neveda

Zip 8910)

Date business stated industry USO9

Federal 112st, 26-4474834

Monthly Union Sales: Not Applicable

Monthly Card Sales: Nor Applicable Morality Total Sales: Not Applicable

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The Perchased Aumbard shall be paul to Purchaser of his descript Card Receipts, by Merchand a preventably pullicarying and sing and jacoparen acceptable to Purchasel t [hardened] to estill to in for the benefit of Portugues the percentage specified below the "encited Percentage" of Merchant's empirical apacitation conficults poster with respect to the Card Receips and the or the case of Non-Card Receipts. In Merchani's increasing authorizing a doman Fueday Network in a Changal to ACH to taking all rul re or tour on two l'Appell's exemption or discount and a transferour l'appellement for the company of the co Purchaser the Specerical Perconage of all hour Carll Recoglite deposited on the entiring at the ACM Account in audicase until such time use buschuser receives payment in tall of the Parchased Antonia. Naturalism my diving to the courses in this Agreement or any other agreements between either Prachaser and Sections and Section 3 of the Stable CAST CAST ADVANCE AGREEMENT TRIMS AND CONDITIONS, the Specified Percentage shall equal traff.

Preshave Price:

\$2,747.688.5¥

Specified Percentage:

SEL ADDENBUM

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE PRESCRANT CARL ADVANCE AGREEMENT TERMS AND CONDITIONS", THE "MERCHANT SECTRITY AGREEMENT AND LEARANTY" AND THE "ADMINISTRATIVE FORM," EACH OF WHICH IS ATTACHED HERETO ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS AGREEMENT.

MERCHANI.

He:

Jay Bloom, Managhig Member

(Print Piance and Lille)

H . 7

Linuls Ventre, Stangulate Member Africa Name and Tiller

OWNERSGUARANTOR #1

Jan Blums Will Manie

OWNER/GEARANTORES

Louis Vraire

(Segnature)

Sign Here

Sign Here

Sign Here

Sign Here

Revised 02-25-11 SFS-VION MCA-ACH MA

STRAFEGRUPUNDING SOURCE, INC.

Andrew Reiser, I hateman and CLO (Shalige, I making Smore, Inc. Officer)

VRIN OPERATIONS LLL

preces Schucler, Chief Ereralice Chincel (Vion (Spentions | 14 Office)

have person equate the Agreement on behalf of Merchan represent that he at the is dulinized to sign this Agreement on behalf of Agreement, and each purson regard this Alterment on polistical protesses under the entering instance, electric part configuration blooding persist and is all of Laugherer, s follow is four security and configuraat all ix-beers. Lanctives into langue a monthly granman inflection the engines of the placetted fatebuck in Become time spacetrum in partitions and account the gre anne of Card Receiptor or sea A. It debits to the ACH Account (in the case of Nonet and Receipts)

ANY MESPERFESIATION MADE IN MERCHANT OR ANY OWNERGLARANTOR IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUNE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION.

ATTHORIZED SERVICING AGENT - Colonial Fouding Network, Inc.

Colonial Funding Network, lan. ("I nimited") is the duthurised Septicing Agent of Parekusseeist for this contract providing administrator, handkenping, reporting and appears services for Parekussee and Merchant. Calonial is acting as an independent agent for services believing but not limited to background checks, excell entering and result and tender of limited to background checks, excell entering and result entering and result entering and result entering and result and the particular of processing excell entering descriptions, are last in no even will Colonial be limite for any claims music agricultures, processee of fundamental and excellent in the particular and entering and entering and entering particular appears and excellent and excellent

MERCHASIL

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Any Hilpam, Managing Member (Print Rame and Titles

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Sign Here

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I. TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Cash Advance Apreement. These terms and conditions shall be incorporated in and made a part of the attached Merchant Cash Advance Agreement, as supplemented by these terms and conditions, this "Agreement").

1.2 Morchant Processing Agreement. Merchant shall execute an agreement (the "Marchant Processing Agreement") acceptable to Purchaser, with a unid processor acceptable to Purchaser, to obtain card processing acrylees. Merchant shall authorize Processor to deduct the amounts owed to Purchaser for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from Processor card transactions and to pay such amounts to Purchaser pursuant to Purchaser's instructions to Processor. The authorization shall be irrevocable without the written consent of Parchaser, Processor may rely upon the instructions of Purchaser, without any independent verification, in making mak deductions and payments, and Merchant walves any claims for damages it may have against Processor in connection. with such acts unless such damages were due to Processor's failure to follow Purchaser's instructions. Purchaser may, in its solo discretion, reduce the Purchase Price if one or more card processing conditions are not satisfied,

1.3 Merchant Denosit Agreement. Merchant shall execute an agreement acceptable to Purchaser, with a bank acceptable to Purchaser, with a bank acceptable to Purchaser, to obtain electronic fund transfer services. Merchant shall provide Colonial with all of the authorizations, access codes, passwords and other information necessary for verifying Merchant's receivables, retraints and deposits into the ACH Account and pay to Purchaser on each business day the Specified Percentage of all Non-Card Receipts deposited in or credited to the ACH Account on such business day, until such time as Purchaser receives payment in full such time as Purchaser receives payment in full of the Purchased Amount. This authorization shall be irrevocable without the writton consent of Purchaser.

1.4 Check Processing Agreement, Merchant shall except an agreement (the "Check Processing Agreement") acceptable to Purchasar, with an electronic check processor acceptable to Purchasar, to obtain electronic aback processor acceptable to Purchasar, to obtain electronic sheek processing services.

obtain electronic check processing services.

1.5 Contract Servicing. This Agreement shall be serviced by Colonial, which will provide administrative, bookkeeping, reporting and support services. Colonial has no financial investment in this tennaction and is not a credit card processor. Merchant bereby authorizes and penults Colonial to service this Agreement and grants Colonial socess to cartain confidential and proprietary financial and business information as part of the servicing of this Agreement, which information will be maintained as confidential as part of the Colonial Privacy Policy.

1.6 Bridge / Control Account. Merchant may be required to open a new bank account into which the Specified Percentage of the softlement amounts will be deposited (the "Bridge / Control Account"). Merchant appoints Colonial as "Acting Agent" over the Bridge / Control Account as the designate the Bridge / Control Account as the deposit account for all of Merchant's customers' card transactions. Merchant assumes all responsibility for all fees, costs, charge-backs or asspicious items processed through the Bridge / Control Account (see "Miscollancous Service Fees" persprapt 3.7). Merchant agrees to maintain a

minimum balance in the Bridge / Control Account aggregate of all amounts deemed interest hereunder (the "Minimum Balance") equal to the per-ments and charged or collected hereunder exceed the highest average of all fees charged to Merchant by rate permissible at law. In the event that a count Processer, averaged over a six-month period.

1.7 <u>Mannetal Candition</u>. Meroliant and each Owner/Guarantor authorize Purchaser and Colonial, the agents and representatives of Purchaser and Colonial, and any credit reporting agency engaged by Purchaser or Colonial, to investigate their creditworthiness, fluancial responsibility and history, and they agree to provide Purchaser and Colonial any financial statements, tax returns, references, or other eredit or fluencial information as either Purchaser or Colonial decast accessary prior to or after execution of this Agreement. A photocopy of this matherization will be deemed as acceptable for release of oredit and financial information. Merohant and each Owner/Guaranto authorize Purchaser and Colonial to update their credit and financial profile from time to time in the future, as sither Purchaser or Colonial deems appropriate. An investigative or consumer report may be made or obtained in connection with this Agreement.

obtained in connection with this Agreement.

1.8 Transactional History. Merchant authorizes Processor to provide Preciator and Calonial with Merchant's eard history, Merchant authorizes Bank to provide Purchaser and Colonial with Merchant's banking history.

1.9 Indeputification. Merchant and each Ownes/Gunrantor jointly and severally indeputify and hold harmless Processes, Bank and Colonial and their afficers, directors and sharcholders against all losses, damages, claims, liabilities and expenses (including reasonable atterney's feet) incurred by Processor, Hank or Colonial resulting from (a) claims asserted by Purchaser from Merchant and (b) actions taken by Processor or Bank in rellance upon information or instructions provided by

1.10 No Liability. In no event will Processor, Bank, Colonial or Porchaser be liable for any chains asserted by Merchant under any legal theory for lost profile, lost revenues, lost business opportunities, exemplary, puntitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and each Owner/Guaranter. Merchant understands that it is responsible for my fews facured by Colonial or either Purchaser resulting from a rejected ACH attempt or an event of default and that mither Colonial nor any Purchaser is responsible for my overdants or rejected transactions that my result from any ACH debit made in accordance with the teams of this Agreement.

1.11 Relisace on Terms, Sections 1.2, 1.3, 1.9, 1.10, 2.5, and 4.6 hereof are agreed to for the benefit of Merchant, Purchaser, Colonial, Processor and Bank, and, netwinistanding the fact that mone of Colonial, Processor or Bank is a party to this Agreement, Colonial, Processor and Runk may rely upon their turns and raire from as a defense in any action.

1.12 Sate of Receipts. Merchant and Purchaser intend that the transfer of the interest in the Cert Receipts and the Non-Card Receipts (collectively, the "Receipts") from Merchant to Parolesser constitute a sule, and not a loan, for all purposes. Merchant agrees that the Purchase Price equals the fair market value of such interest. If, notwithstanding such intent, such bransfer is not deemed to constitute a sale, Merchant breity grants to Purchaser a security interest in all right, title and interest of Merchant in and to the Receipts, which sourity interest shall secure the payment of the Purchased Amount and all other obligations of Merchant under this Agreement. In no event shall the

rate permissible at law. In the event that a count determines that Purchaser has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and Purchaser shall promptly refund to Merchant any interest received by Purchaser in execus of the maximum lawful rate, it being intended that Merchant 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 under applicable law. Merchant hereby methorizes each Purchesor to file any financing statements doested necessary by such Purchaser to perfect or incintain such Purchaser's interest in the Receipts.

1.13 Power of Attorney, Merchant irrevocably appoints each Purchaser and Colonial, individually, and any assignes of either Purchaser or Colonial as its agent and attorney-in-fact with full authority to take any notion or execute any instrument or document to softle all obligations due to Parchaser from Processor or Bank, or upon the occurrence of an Event of Default under Section 3.1 hereof, to settle all obligations due to Purchaser from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Colleteral (as defined in the Merchant Scourity Agreement and Guaranty); (iii) to receive, endorse and collect any checks, noins, desfis, instruments, documents or clutted paper la connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to Purchaser; and (v) to file any claims or take any action or institute any proceeding which Purchaser may deem necessary for the collection of any unpaid Purchased Amount from the Colleteral, or otherwise to enforce its rights with respect to payment of the Purchased Amount.

1.14 Protection of Information. Members and each person signing this Agreement on behalf of Marchant and/or as Owner/Guarantor, in respect of himself or herself personally, authorizes each Purchaser and Colonial, individually, to disclose to any third party hifornation concerning Merchant's and each Owner's/Guarantor's credit standing (including credit bureau reports that either Purchaser or Colonial obtains) and business conduct. Merchant and each Owner/Guarantor hereby waive to the maximum extent permitted by law any claim for damages against either Purchaser or Colonial or any of fixer affillates relating to any (i) investigation undertaken by or on behalf of Purchaser or Colonial as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

Agreement.

1.15 Confidentiality, Merchant understands and agrees that the terms and conditions of the products and services offered by Parchaser, including this Agreement, the Merchant Security Agreement and Guaranty and any either documents executed in connection with such agreements or related to such agreements (collectively, "Confidential Information") are proprietary and confidential Information of Purchaser. Accordingly, unless disclosure to required by law or court order, Merchant shall not disclose Confidential Information to any person other than an attorney, accountant, insacial advisor or complexe of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided

such Advisor uses such information salely for the purpose of advising Marchant and first agrees in writing to not disclose Confidential information to any person in accordance with the terms of this Section 1.16 Publicity. Merchant and each Owner/Guaranter authorize Purchaser to use their respective names in a listing of clients and in advertising and marketing materials.

1.17 D/B/A's, Merchant and each Owner/Guaranter hereby auknowledge and agree that Purchaser may be using "daing business as" or "d/b/a" names in connection with various matters relating to the transaction between Purchaser and Merchant, including the filing of UCC-1 financing statements and other notices or filings.

1.18 Financial Information. Merchant and such Owner/Gustantor shall provide to Furchaser and/or Colonial upon request copies of financial statements copresenting the financial condition of Merchant and/or such Owner/Guaranter.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

Merchant and each Owner/Guaranter each represents, warrants and covenants that as of the date of this Agreement and an each date during the term of this Agreement

2.I Figureial Condition and Figureial Information. Its financial statements, copies of which have been furnished to Parchaser, and any financial statements furnished to Forebaser hereafter, fairly represent the financial condition of Merchant and each Owner/Guaranter at such dates, and since those dates there has been no material adverse change, financial or otherwise, in such condition or in the operation or ownership of Merchant. Merchant has a continuing, affirmative obligation to advise Purchaser of any material adverso change in his financial condition, operation or ownership.

2.2 Governmental Approvals, Merchant is and will remain in compliance with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in

which it is presently engaged.

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

2.4 Insurance. Merchant has and will maintain business interruption inscence naming Purchaser of loss payee and additional insured in such amounts and against such visks as are satisfactory to Porchaser and shall provide Purchaser proof of antil insurance upon

25 Merchant Processing Arrangements: Merchant Deposit Arrangements, Without Purchaser's prior written consent, Merchant will not: (I) change the processor through which the Reccipts are settled from Processor to another card processor, (ii) change in electronic check processor to an electronic check processor not approved by Purchaser, (iii) permit my event to occur that could cause diversion of any of Merchant's card transactions from Processor to another card processor; (iv) pennit any event to neces that could cause diversion of any of Merchant's electronic check transactions to an alcotronic check processor not approved by Parchiser; (v) change its arrangements with Processor or smead the Merchant Processing Agreement in any way that is adverse to Purchasor, (vi) change its arrangements with Bank or its electronic check processor or amend the Check Processing Agreement in any way that is adverse to Furchaser, (vil) add card or electronic check processing terminals; (viii) use multiple cand or electronic check processing terminals; (ix) charge he financial institution or bank

account(s) (including the Bridge / Control Account, if applicable, and the ACH Account); (x) take any other action that could have any adverse effect upon Merchant's obligations under this Agreement or Purchasor's interest in the Receipts; or (si) take my action, fail to take any sollon, or offer any incentiveof which comid be to dissent of which could be to discourage the use of cards that are settled through Processor or the use of electronic checks that are settled through an electronic check processor approved by Purchaser, or to induce any contoners to pay for Merchant's services with any means other than cards that are settled farough Processor or electronic checks that are settled through an electronic check processor approved by Purchaser, or permit any event to occur that could have an adverse affect on the use, succeptance, or authorization of cards or elevironic checks for the purchase of Merchant's services and

2.6 Change of Name or Laustion. Merchant will not conduct lis businesses under any name other than as disclosed to Processor, Bank, Colonial and Purchaser or change any of its places of business.

2.7 Daily Beich Out, Merchant will batch out Card

Receipts with Processor on a daily basis.

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

2.9 No Bankruptcy. Merchant has not filed any potition for bankruptcy protection under Title 11 of the United States Code, no involuntary politica for bankruptcy has been brought or is pending against Morchant, Merchant has not admitted in writing its imphility to pay its debts or pasde a general sestimment for the beaefit of preditors, and no other proceeding has been instituted by or against Merchant scaking to adjudicate it issolvent or sucking reorganization, arrangement, adjustment or composition of it or its debts. Merchant does not entichate filing my such bankruptcy petition and is not aware and has no reason to believe that any such bankruptcy petition or other proceeding will be filed or brought against it.

2.10 Working Capital Funding, Merchant shall not enter into any arrangement, agreement or commitment that relates to or involves Receipts, whother in the form of a nurchase of, a loss applicat, or the sale or murchase of credits against, Receipts or future card or non-oard

sales with any party other than Purchaser. 2.11 Unencumbered Receipts, Merchant has good and

marketable title to all Receipts, free and clear of any and all liabilities, liens, chains, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with or adverse to the interests of Porchagor

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

2.13 Default Under Other Contracts, Meschant's execution of or performance under this Agreement will not cause or create any breach or default by Merchant under any contract with another person or entity.

2.14 Delivery of Confession of Judgment, Upon

execution of this Agreement, Metchant shall, if requested by Purchaser, deliver to Purchaser an executed Confession of Judgment (the "Confession of hidement"), in the form provided by Purchaser, in favor of Purchaser in the amount of the Purchased

2.15 Delivery of Assignment of Lease. Merchant and each Owner/Quarantor authorize Parchaser to receive pertinent information regarding the commercial lesso for the physical location(s) of Morohant's business (the "Promises") from any applicable lessing company and or agent. Marchant may be asked to deliver to Purchaser an executed Assignment of Lease assigning all of Merchant's right, little and interest in and to the Premises and under the lease for the Premises to Purchaser (the "Assignment of Lessa").

2.16 Sale of Business. Merchant shall not sell, dispose, toursfor or otherwise convey its business or assets without (i) the express prior written contact of Purchaser, and (ii) the written agreement of any purchaser or transferoe assuming all of Morehant's obligations under this Agreement persuant to

decomentation satisfactory to Purchaser.

2.17 Bridge / Control Account, If Merchant is required to open a Bridge / Control Account, (1) Merchant will not, unless otherwise directed in writing by Perchaser, take any notion to cause the Specified Percentage of the settlement emounts to be settled or delivered to any account other than the Bridge / Coupol Account and (ii) Merchant will at all times maintain the Minimum Balance in the Bridge / Control

2.18 Use of Proceeds. Merchant will conduct its business and use the Purchase Price in the ordinary course of its business, consistent with past practice. 2.19 Accuracy of Information. All information provided by Merchant and each Owner/Quarantor to Purchaser horoin, in the Morehant Security Agreement and Guaranty, and in all other documents executed in connection with such agreements or related to such agreements is true, accurate and complete in all respects.

III. KYKNTS OF DEFAULT AND REMEDIES

3.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant or any Owner/Gueranter violates any term, covenant or condition in this Agreement, the Merchant Scennity Agreement and Guaranty or any other agreement with either Purchaser; (b) any representation or warranty by Merchant or any Owner/Guarantor in this Agreement, the Merchant Becurity Agreement and Guaranty or any other agreement with either Purchaser shall prove to have been incorrect, incomplete, false or misleading is any material respect when made; (c) Merchant or any Owner/Gourntor admits in writing its hability to pay ite debia, or makes a general assignment for the benefit of oreditors; or any proceeding shall be instituted by or against Merchant or any Owner/Guarantor seeking to adjudicate it bankrupt or insolvent, or seeking reorgenization, arrangement, adjustment, or composition of it or its dobts; (d) any Owner/Guaranter sends a notice of tempination of the Morchant Scourlty Agreement and Guaranty; (e) Merchant suspends, dissolves or terminates its business, (f) Merchant solls all or substantially all of its assets; (g) Merchant makes or sends notice of any intended bulk sale or transfer by Merchant; (b) Merchant performs any ost that reduces the value of the Collatoral or the security interest granted in the Collateral under the Morehant Security Agreement and Guaranty; (i) any Owner/Guaranter performs any act that reduces the value of the Additional Collateral (as defined in the Marchant Security Agreement and Guaranty) or the scountly interest granted in the Additional Collateral under the Metchant Security Agreement and Guaranty; or (j) Morchant or any Owner/Guaranter defaults under any of the terms, covenents and conditions of any other agreement with either Purchaser.

3.2 Remedics. Upon the occurrence of an Event of Default that is not waived pursuant to Section 4.4 hereof, Purchaser may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the performance of Merchant's and each Owner's/Guntantur's obligations hereunder, under the Merchant Security Agreement and Gumunty, or pursuant to any other legal or equilable right or remedy. Upon Purchaser's notice to Merchant of any Event of Deficult, the entire Purchased Amount not already paid to Purchaser thall become immediately due and payable to Perchaser. In addition, upon an Event of Default (i) Purchaser may enforce the provisions of the Merchant Security Agreement and Guaranty against each Owner/Guarantor; (ii) Purchaser may enforce its security interest in the Collateral and Additional Collateral; (iii) Purchaser may debit Merchant's deposit accounts whenver situated by means of ACH debit or facaimile signature on a computer generated alreak drawn on Merchant's bank account or otherwise; (iv) Purchaser may enter the Confession of Judgment as a judgment with the appropriate Clerk of Coast and execute thereon; and (v) Purchaser may exercise its rights under the Assignment of Lease. All rights, powers and remedies of Furchaser in connection with this Agreement and the Morehant Security Agreement and Guaranty may be exercised at any time by Purchaser after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remadies provided by law or equity.

3,3 Costs. Merchant and each Owner/Gueranter shall pay to each Purchasor all costs resembly incurred by such Purchaser in connection with (a) any Event of Default including without limitation any breach by Merchant or any Owner/Guaranter of the representations, warranties and covenants in this Agreement or the Merchant Security Agreement and Guaranty, and (b) the enforcement of Purchaser remedies set furth in Section 3.2 hereof, including but not limited to court oosts and attorneys' fees.

3.4 Required Notifications. Merchant and each Owner/Guarantes shall give each Parchaser written notice within 24 hours of any Wing by Morchant or any Owner/Guaranter under Title 11 of the United States Code or of the occurrence of any other event described in Section 3.1(c) hereof. Marchant shall give each Furchaser seven days' written notice prior to the closing of any sale of all or aubstantially all of Merchant's assets or stock. Merchant shall give each Furchaser seven days' written notice prior to the suspension, discolution or terminations its

3.5 Default Walver Fee. Upon Morchant's request, Purchaser may elect in its sole discretion to waive the occurrence of an Event of Default under this Agreement or the Merchant Successity Agreement and Cueranty, provided that Merchent shall pay a default waiver fee (the "Default Waiver Fee") for each such waiver in the amount of \$2,500.00 to Parcheser, which amount shall be due and payable to Purchaser on demand. Such Default Waiver Fee shall be payable for each Eyent of Default occurring under this Agreement or the Merchant Security Agreement and Onematy and walved pursuant to this Section 3.5, and no such walver of an Event of Default shall in any way be construed as a waiver by Purchaser of any other occurrence of an Event of Default, or as otherwise limiting Furchaser's rights or remedics provided for horounder, under the Merchant Security Agreement and Coursely, or by law

or equity.

3.6 Processor Change Fre. Merchant shall pay a processor change fee (the "Processor Change Fee") to Purchaser in the amount of \$5,000.00 in the event that Morehant (i) uses multiple card processing terminals without the prior written consent of Porcheser, (ii) changes its card processor without the prior written consent of Purchaser or (iii) directs Processor to deliver settlement amounts to any account other than the Bridge / Control Account (if Merchant is required to open a Bridge / Control Account). Such Processor Change Fee (i) shall be due and payable to Purcenser on demand, (ii) is not exclusive of, and is complative with, any other fee or amount paid or payable to Purchaser by Merchant pursuant to this Agreement or the Merchant Security Agreement and Quaranty; and (iii) shall not be construed as a waiver of any Event of Default hereunder or under the Merchant Security Agreement and Guaranty or as otherwise operating to reduce or limit Pumbaser's rights or remedies provided for hereunder, under the Merchant Security Agreement and Guaranty or at law or in equity.

3.7 Miscellaneous Service Fers. Merchant shall pay to Colonial for services related to this Agreement the fees set forth on the attached fee schedule.

IV. MISCELLANEOUS

No modification, 4.1 Modifications: Agreements. amendment, or waiver of any provision of, or consent to any action under, this Agreement or the Merchant Security Agreement and Community shall be offective unless the same is in writing and signed by Purchaser.

4.2 Assignment. Each Purchaser may assign, transfer or sell its rights to receive its share of the Purchased Amount or delegate its duties hereunder, either in whole or in part.

4.3 Nolleer. All motions, requests, consent, demands and other communications becomiler and under the Merchant Security Agreement and Guaranty shall be dolivered by certified mail, return receipt requested, to the respective parties to this Agreement and the Merchant Security Agreement and Guaranty at the addresses set forth in this Agreement and shall became

effective only upon receipt.
4.4 Waiver Nemedles. No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Agreement or the Morchant Security Agreement and Gustanty shall operate as a waiver thereof, nor shall any single or partial exercise of any right under flux Agreement or the Merchant Security Agreement and Guaranty precipies any other or further exercise thereof or the exercise of any other right. The remedies provided becamder and under the Merchant Scourity Agreement and Guaranty are cumulative and not exclusive of any remedies provided by law or equity.

4.5 Solicitations, Merchant and each Owner/Guaranter authorize Purchaser and its affiliates to communicate with, solicit and for market to Merchant and each Owner/Guaranter via regular mail, telephone, email and facsimile in connection with the provision of goods or socyloss by Purchaser, its affiliates or any third party that Purchaser shares, transfers, exchanges, discloses or provides information with and will hold Purchaser, its affiliates and such third parties harmless against any and all claims persuant to the federal CAN-SPAM ACT of 2003 (Controlling the Asseult of Non-Solicited Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCFA), and any and all other state or federal laws relating to transmissions or solicitations by and any of the methods

4.6 Terminated Merchant File and Match File.
Merchant expressly acknowledges that a Terminated
Merchant File ("IME"), or any successor therein, is maintained by MasterCard or VISA containing the in any respect, the validity, legality and enforceshility

business name and names and identification of principals of recrobants which have been terminated for one or more of the reasons specified in MasterCard or VISA operating regulations. Such resours include, but . are not limited to, fraud, counterfeit drafts, manthorized transactions, excessive charge-backs and retrieval requests, money kundering, or where a high security risk exists. MERCHANT ACKNOWLEDGES THAT PROCESSOR AND PURCHASER ARE REQUIRED TO REPORT THE BUSINESS NAME OF MERCHANT AND THE NAMES AND IDENTIFICATION OF ITS PRINCIPALS TO THE TMF WHEN A MERCHANT IS TERMINATED FOR ONE OR MORE OF THE REASONS SPECIFIED IN MASTERCARD OR VISA OPERATING REGULATIONS. MERCHANT EXPRESSLY AGREES AND CONSENTS TO SUCH REPORTING BY PROCESSOR AND PURCHASER AND RELEASES EACH FROM ANY DAMAGES FOR DOING SO IN GOOD FATTIL.

4.7 Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement and the Merchant Security Agreement and Guaranty shall be hinding upon and inure to the banefit of Merchant, each Owner/Guaranter, Parchaser and their respective successors and assigns, except that Merchant and each Owner/Guarantor shall not have the right to assign their rights hereunder or under the Morchant Security Agreement and Guaranty or any interest herein or therein without the prior written coasent of Furchaser which consent may be withheld in Purchaser's sole discretion. Each Purchaser may assign its rights and/or obligations under this Agreement and/or the Merchant Security Agreement and Guerraty in whole or in part without prior notice to Merchant or any Owner/Guaranter. This Agreement and the Merchant Security Agreement and Guaranty shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable conflicts of law principles. Any suit, sotion or proceeding adeing hereunder or under the Merchant Security Agreement and Guaranty, or the interpretation, performance or bresch bereof or thereof, shall, if Parchater so elects, be instituted in any court sitting in New York, New York, (the "Acceptable Funni"), Each of Merchant and each Owner/Guazanter agrees that any state or fetheral court sitting in the Asceptable Forum is convenient to it, hereby irrevocably and unconditionally submits to the personal jurisdiction of any such court and hereby waives any and all objections to jurisdiction of venue. Each of Morohent and each Owner/Guarantor agrees that a final judgment in any such suit, action or proceeding brought in may much court shall be conclusive and binding upon such party and may be cuforced in any other couris to whose jurisdiction such party is or may be subject, by suit upon such judgment. Should such suit, action or proceeding be initiated in any other forum, Merchant and each Owner/Guarantor waive any right to oppose any motion or application made by either Purchaser to manufer such suit, action or proceeding to the Acceptable Forum.

4.8 Survival of Representation, etc. All representations, warranties and covenants hardin and in the Merchant Security Agreement and Guaranty shall aurelys the exception and delivery of this Agreement and the Merchant Security Agreement and Guaranty and shall continue in full force until all obligations under this Agreement and the Membaut Security Agreement and Guaranty thall have been estimized in full and this Agreement and the Morchant Socurity Agreement and Gueranty shall have terminated.

4.9 Severability, in case any of the provisions in this Agreement or the Merchant Security Agreement and Guaranty is found to be invalid, illegal or uncoforceable of any other provision contained herein or therein shall not in any way be affected or impaired.

4.10 Entire Agreement. Any provision hereof or of the Merchant Security Agreement and Guaranty prohibited by law shall be ineffective only to the autont of such prohibition without invalidating the remaining provisions hereof or thereof. This Agreement and the Merchant Security Agreement and Guaranty embody the antire agreement between Marchant, each Owner/Guarantor and Purchasar and supersede all prior agreements and understandings relating to the subject matter hereof.

HARDET DUROU,
4,11 JURY TRIAL WAIVER, THE PARTIES
HERETO WAIVE TRIAL BY JURY IN ANY
COURT IN ANY SUIT, ACTION OR
PROCEEDING ON ANY MATTER ARISING IN
CONNECTION WITH OR IN ANY WAY
RELATED TO THIS AGREEMENT OR THE
MERCHANT SECURITY AGREEMENT AND
CUARANTY OR THE TRANSACTIONS
CONTEMPLATED HEREBY OR THEREBY OR
THE UNFORCEMENT HEREOF OR THEREBY OR
THE PARTIES HERETO ACKNOWLEDGE
THAT EACH MAKES THIS WAIVER
EXTENSIVE CONSIDERATION OF THE
RAMIFICATIONS OF THIS WAIVER WITH ITS

ATTORNEYS.
4.12 CIASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST ANOTHER PARTY. THE PARTIES HERETO AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS FEELS OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR THE

INCOVATABLEADING ANY UTHER PROVISION IN THIS AGREEMENT OR THE MERCHANT SECURITY AGREEMENT AND GUARANTY); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4.13 Comparparts: Escainile and PDF Acceptance. This Agreement and the Morehant Security Agreement and Guaranty may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute an original, but all of which together shall constitute one instrument. Signatures on this Agreement and the Merchant Security Agreement and Guaranty sent by facsimite or PDF will be treated as original algustums for all purposes.

INITIALS:

COLONIAL FUNDING NETWORK, INC. FEE SCHEDULE

Fed Wire Fee (Purchase Price): Vion Charge

ACH Transfer Fee (Purchase Price): Vion Clurge

Underwriting and Origination Fee (Deducted from Purchase Price): \$4,500,60

Bridge / Control Account Fee: \$495.00 (12 months)

ACH Transfer Fee (Transfers from Bridge / Control Account to Merchant Operating Account): \$25,00 per month

Operating Account Change Fee: \$150.00

Copy Fee (Monthly Statements): N/A

Copy Fee (Monthly Statements); N/A

Additional Fees: Monthly Accounts Reconciliation for LVME - estimate \$500,00 to \$750,00 maximum

IMBALS:

MERCHANT CASH ADVANCE AGREEMENT ADDENDUM

The Specified Percentage shall equal 10% for the first \$2,500,000 per month in revenues (the "Minimum Requirement") and 7% for all revenues in excess of \$2,500,000; provided, however, that if \$2,500,000 in revenue is not achieved in any given month the shortfall will be added to the Minimum Requirement in succeeding months unless and until the shortfall has been made up. For example, (i) if revenues were \$2,000,000 in month one and \$3,500,000 in month two, the 10% Specified Percentage in month two would apply to the \$2,500,000 for month two poins the \$500,000 shortfall from month one (and the 7% Specified Percentage in month two, and \$4,000,000 in month three, the 10% Specified Percentage in month three would apply to the \$2,500,000 for month three plus the \$500,000 shortfalls from month one, and month two cand the 7% Specified Percentage in month three would apply to the remaining \$500,000 in month three would apply to the remaining \$500,000 in month three revenues). Revenues shall mean all sales proceeds including but not limited to ticket sales, merchandise sales, photo sales and any other revenue generating activity whether in cash, check, credit card, debit card, prepaid card or other form of payment.

EXHIBIT 2

EXHIBIT 2

Strategic funding source, inc. and vion operations llc merchant excount agreement and guaranty

Merchant's Legal Name: Murder Inc., LLC IVI Physical Address: 3801 Las Vegas Boulsvard South

D/B/A: The Las Vegas Meb Experiences onth City: Las Vegas

Sight Noveda

25n; 89109

SECURITY AGRICULTURY

Security Induser: "To some Mordani's payment and parlemance obligations to Portnesse under the Mondani Cash Advance Agreement between Mondani and Portnesses (the "Mondani Arcendes"), Mondani harby grants to Purchases assembly Indused in Appearant property of Mondani, holisting of security, distributed property, as fines because as officed in Article 9 of the Uniform Commercial Code of the State of New York as assemble (the "LEX"), whether now or investiget counts are applied by Mondanish with wherever located; and all properts of such polyerty, as that term is defined in Article 9 of the UCI (codecatively, the "Libition").

Cross-Collubries. To secure Charmater's payment and parfinations obligations so Purchaser such this Merchant Sometry Agreement and Charmaty (this "Agreement"), much Computer healthy grants Purchaser a recordly indicant in ... (NOT APPLICABLE)

(file "Additional Collegest").

Read: Consumbly agreed and asknowledges that Furchaser will have a security private in the affectant Additional Collegest upon suggestion of his Agnothesis.

tisch of Morthank and each Contrator agrees to exceed that december and additional Colletest, inchesion with this Agreement as other Precious accurity interest in the Colletest and Additional Colletest, but offering the statistics of any cortext general general and Additional Colletest, but offering the statistics of any cortext general general and additional Colletest, but for from the Precious to gentlest or maintain Parchaser's acquiry interest a which interesting attempts and processed and the Colletest and took Constant, and that any subsequent interests and took Constant, and that any subsequent linear may be included and took Constant, and that any subsequent linear may be included and finite pay to each Parchaser upon demand all costs and such constant, and that any subsequent linear may be included and that pay to each Parchaser upon demand all costs and such contracts and each Constant and additional contracts and contracts and additional contracts and contracts and contracts and additional contracts and contracts and additional contracts and contracts and contracts and additional contracts and contracts and additional contracts and contracts and contracts and additional contracts and contracts and additional contrac

Negative Photos. Back of Monteut and code Character agrees not to each, took, unterto, or penuit to each, directly or indirectly, any lies or other advantance on or with supera to any of the Collected or Additional Calletted, as applicable.

Consent to Enter Promines and Asilen Loids. Perchaser shall have been distributed elected and be proposed of souther the Premises on the abbreving sound. In overthe desired with papers is an autom against blackbast for acquesterance of the for an automorphysical of the southern perchaser may cancels by rights and remains under the Assignment of Forms. Macchine also agrees that the Perchaser may some few the premises and to take parameters of the finance and equipment therein for the guigate of protecting and premises and to parameter and the finance comparable in Marchast specific of parameters and equipment therein is also premised.

Remedies. Upon my Frant of Default, Transcram may pursue any remedy available at law (instabling those available mater the provinces of the UGC) or in equity to collect, outcome, or astless any abiligations then owing to Panahama, whether by acceleration or otherwise.

GUARANTY . .

Parformance Generally. Each undersigned Guaranter ("Chancelet") havely become literally guarantees to Penchanus the payment and performance by Memberet all of its obligations under this Agranaust and the Merchant Agranaust, as cash agranusts tary to married, senteded, extended for observing mention from time to the first "Chancelete Chilipping". Communication is in its interest from these may charge and collect all space and appearse, including the not include to alloways form with the collection of may or all of the General of Dignitum from Chancelete or the only married of this Agreement.

Currenter Telver. In the secont that Marchant falls to make a payabet when there exchange pathers make the Marchant Agreement, Parchane may acknow in rights under this Agreement without first evaluate the Agreement without first evaluate that Parchane may had parapar to this Agreement or my other guarants.

Preferrer does not have in softly Commons of any of the following symbs and Commons will not be released from may of its obtigations under this Agrantust if h not notified out (i) Muchane's follows pay thronly may amount weed under the Materians' (i) any entered a selection of the following in the pay thronly may amount weed under the Materians' (i) any entered or selection of the following in the Agrantust in Revolutie's financial stratifies or butteres operations; (ii) may sale or other theoretics of constitute of the Commons of the Agrantust (i) received the Collection of Additional Collections, or any other guarantees of the Collection of the Materians's accordant to Collection of the Materians, or any other guarantees of the Collection of Paradeses, in addition, Paradeses may this easy of the following software will make the obligations under this Agrantust (i) receive, quanted or elevations include the obligations and the Collection of the Collection of Paradeses, in addition, Paradeses any following software willing the obligations of the Collection to Paradeses, impair, waive at otherwhat had a processor of the Collection to Paradeses, in addition, Paradeses and Indicated the Collection to Paradeses, in addition, Paradeses and Indicates the Collection to Paradeses, in addition, Paradeses and Indicates the Collection to Paradeses and the Collection of the Collection of

Couranter Automorphic Generator addressed that (1) being understands the performent the performant the performant of the Automorphism of the Autom

Joint and Several Liebillity. The obligations homewise of each the souther are joint and several.

Revised 02-25-11 SPS-VION MCA-ACH NA

THE TERMS DEPOSITED TO THE PROPERTY OF THE ADMINISTRATION OF THE PROPERTY OF T

Name (22) of Signal McKaldinks

EXHIBIT 3

EXHIBIT 3



Contract# 18735 - Sales Pariner:

MERCHANT CASH ADVANCE AGREEMENT

Agreement dated _	March 14,		ween Strategic i	Funding Source Lac	("SFSI") esc	i the merchan	t listed below	("is Merchant")
	(Month) (Deg)	(Year)	NETTO (10°4)	YT ENYCHMATION				- ,———
Merchant's Legal 1	Mame:	,	STATE AND	Murder Inc.,	LLC			
	The Les Ver	sas Mob Exper	enca			ivetion:		*************************************
	k one) () Corporate							
	3801 Las Vegas	*-		•-	. ,,	-	Z i o	
	3455 W F	,		Had Toyler		NY		
	ed (mm/yy):	.,		104			The street of the street	00110
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with the property of the same same	· · · · · · · · · · · · · · · · · · ·	PER	AND AND CATES	d furible rècers	2000 M	· The state of the		
The Parchased Antespoilied below the promont in full of a classical manner of the control of Default un Purchase Price: THE TERRES, DE	pools or reaction of so sunt shall be paid to RI Tamathad Parasahas Is Purchased Ameter, spreprise, Notwithein der Section 4 of the Adi S. 400, 135.60 PINTITONS, CONDEN	Fil by Mitchini's in (*) of the Marchan's EFEL may, upon Ma uding suything to the EECHANT CASH A 2 Special Colors and INFOR	revocably authorist performent ampun performent ampun per to the performent per to the ACREST PERFORMENT PERF	ting salv non cards pro- the due those each eard stend the time for may thereined or my advect the time for may 10 % CORTH IN THE FACE	otsiar sconglidi issur with map payspant dus agraement bet CONDITIONS Rezalpis Pur RCSEANT CAS	to to AFSI (the act to the Reservant Agreem AFRI and the Agreem AFRI and the Agreem Amount of the Amount Am	"Processes") v ipts, meti unce ipts, meti unc met fine much ii deredant, upo Percontage shai its \$	to send the povertage thing on \$PSI proceeds the self-send of the severerment of a 11 agual 100%. 520,176,31
Administrative Fu	ee "Merchant S Mar Hereby Are Hereby	NCORPORATED	M WAD MYDK!	CEARL OF THIR TO	MICHIDATI MEMPAT.	IE NORM' IN	_ 	***************************************
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By By	Jay Bloom	n / Owner						Sign Here
OWNER/OUATA	NTOR#	ule Ventre		and	netion)	-		Sign Hero
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ETEATROC HA	Charles Purder		Ausouha	Nume	England)			**************************************

" Much of there-signed Marchant and from Affine in September 1997 on the first such critical to algorithm Agreement for Marchant and that the information provided bearing and in all of MFRT's forces to their many of the Specified Proventage of ReceiveMarchant and Affine Marchant via Processes.

Self in the provided from Marchant via Processes.

any merepartentation made by minchant or any owner-currantor in confection with this agreement may constitute a beparate cadbe of action for fraud or intentional merepresentation.

L TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Processing Agreement, Merchant shell execute an agreement (the "Meschont Processing Assumested") acceptable to SFEL with a Processor table to SFSL to obtain card processing pervices. Merobert skell suctionize Processor to deduct the amounts awad to 2751 for the Receipts as specified service from self-orace successful which wented atherwise he day to be described from Processor card translations and to pay such emounts to EFSI pursuant to EFSI's se to Processes. The authorization shall be invocable without the written sensent of EVSL. Processor may rely upon the instructions of EPEL without any independent varification, in making such teducations and payments, and the Marchart waives any olaims for developes it sacy have against Processor in tion with such acts unless such distages we es to Processor's ficilize to follow SFSI's instructions. 1.2 Taye of Agreement. This Agreement shall have a train of one year. Upon the experience of the term, this Agreement shall supprestically manus for successive some-year torns, provided, however, that during the moreous term(s) Hereinst may terminate this Agreement topes story skys' prior written notice (affective apon receipt) to SPEL The termination of this Agreement abeli not affest Metahani's suspensibility to painty all assistanting obligations to EPE? at the time of termin

1.3 Puture Prieficett, APSI reserves abs right, to reacined the office to pask's promised payments becauseder,

1.4 Nicides I Cantral Assessmit. Marchard may be required to open a new beat appoint help which the called Personne of the settlement accounts will be deposited (the "Bridge / Control Account"). Inferchant appoints RESI to "Acting Agent" over the Bridge / Opinial Associat, and shall bestruck the Processor to leadgreate that Miridge / Control Account in that depository necessal for all earl transmitting. Mirchael accurate all purpositivity for all fore, genti, charge harter or suspicions bemes process through the Bridge / Control Account 644 "Mincellaneou Berrico Foet" paragraph . 2.7). Marchant agrees in medotahi a minimum bahanca in the Bridge / Control Assount (the 'Malman Malance") equal in the per-month average of all free charged to Merchant by Processor, averaged over a

all mouth paried.

1.5 Financial Condition. Owner/Guaranto
Marchant authorize SPSI, its agains and represen-Owner/Outranior and and pay credit reporting agency engaged by Frill, to investigate their creditorerisinant, financial responsibility and history, and they agree to provide SFEI any financial statements, lox returns, references, or other financial information, or IFEI deeper necessary prior to ar after execution of this Agreement. Photocopy of this nutrottention will be desired as acceptable for release of credit and francist information. Marchant and Owner-Communic authorize EFM to midete their made and featured profile from time to time in the fishers, so SFSI downe appropriate, An investigative or commune report may be made in and with this Automore

I.4 <u>Treamertinest Mathers</u>, Marchant pulicerises the President do provint AFSI with Marchant's part Malory.

history.

1.7 Indestablication, Morpharet and seen Greenvillescensisty and severally indectably and joint processes, disorders and joint hereites Andrea and Joint House, disorders and part all locate history. Eshilikas and expenses finducing reasonable attorney's heat incorred by Pressure resulting from (a) staine secreted by SFSI for menion awad to SFSI from Mecchant and (b) settons mixed by Processor in solitance upon information or instructions provided by

1.4 Ha Labratia In no event will Processor or 1751 he liable for any claims seement by Merchant under arry legal theory for last profits, lost revocues, less business opportunities, encouplary, publice, special, incidental, indirect or consequential demagns, such of which is walved by Marchant and Owner/Committee.

1.9 <u>Rollenen das Terrens.</u> Spiellers L.1, 1.7, 1.2, 2.2, auch As at this Agreement are agreed to for the basette of Merchant, SPM and Processor, and naturitationaling the fact that Processor is not a party of this Agreement, Processor may rely upon their terms and raint them as a defence in any

1.10 East of Receipts. Merchant and SPSI agree that Sie Purchase Prico under fels Agreement is in exchange for the Purchased Amount and that such Purchase Price is not introded to be, nor shall it be constraid as, a least from SFSI to Morchant Morchant agrees that the Purchase Price exchanged for the Receipts pursuant to this Agreement equals the fair market value of such Receipts. Payments made to SPEI in respect to the Receipts shall be conditioned upon Merchant's sale at reduces and services and the payment therefore by Merchant's emitteness in the minner provided in Section 1.1. In me owner phot the supreprise of all manufacture does not intreast beautifules and charged as aiof hereunier exceed the kinkest rate nort nt how. In this groupe that a mount department that SPSI has adverged or provinced interpat becaused in decreas of he highest typficable mie, the rate in effect kermin shall superstically be rechard to the mexicum rate permitted by applicable less and ANSI shall promptly return to Merchant my internal entertied by SYSI in moses of the meadment lawful pain. It hashe introduced that Merchant not pay or movement to pay, and that \$757 not receive ar constant to pushfun directly or indicasly in any measure whetherver, interest is expense of that which may be paid by Marchard under applicable law. 1.11 Power of America. Manhant Increasity appoints SFSI as its agent and attackey-in-fact with fall sutherity to take any action or energia any leakens or document to untile all obligations due to RFRI from mor, or upon the accurrance of an Event of Definit under Section 4 hereof, to saide all obligation this to SFSI from Merchant, under this Age builts ben alates et (i) notation knocker politichen insurance; (ii) to collect regalise don or to become due under or in suspect of any of the Colleteral (as defined in the Marchant Successiv Agreement and Gueranty); (iii) to merive, endurat and collect any abouts, not dreife, lextexissists, documents ar chatted paper i nonnection with sistate (i) or claims (ii) above; (iv) is sign Merchant's name on any invoice, bill of leding, or assignment, directing englement of account debans to make payment directly to SFSI; and (v) is the any claims or take any action or institute any proceeding which Will may down necessary for the nellaction of any of the unpul Purchased Amount from the Collegeral, or otherwise to entireo its rights with respect to previous of the Purvioused Amount.

1,12 Projection of Information, Marchent and such person signish this Agreement on beight of Marche parties opening in equivalent, in majori of himself or herrif personally, authorizes SPSI in disclose to pry third justy inferiorizes conversing himselfs and path Dente afformation conversing himselfs and path Dente afformation as a second standing (including sendit hursin poposis that SPSI abiahal and busine conduct. Marchant and mad Orenac/Guarantee has reduce to the preciminal particle parallel by here say glaten für dazusgen ngafeit PPS, me bety af fie uffiliam ndering to any (i) investigation undertaken by or an behalf of SPEI as permitted by this Agreement or (ii) disclessure of information as paradited by fals

Confidentiatify, Merefrunt understands und agrees that the terror and conditions of the products and ervices offered by \$751, including this Agreement, the Beauty Agreement and Georgety and my other SPSI discussion (solisticity, "Confidential Information") for proprietary and standardial information of STSI. Accordingly subsis distinctive is required by law or sent order, Merchent shall not disclose Confidential information be may person other than an attorney, accompant, financial divisor or ampluyes of Merchant who needs to know place information for the purpose of advising Marchant ("Advisor"), provided such Advisor into solar for the purpose of advising Marchant and first upons in writing to be beauted by the sames of this Section 1.12.

1.14 Publicity, Morehand and each Owner/Squarenter authorizes \$751 to use he, his see her name in a listing of elicity and in advertising and mericating materials.

1.15 DAIA's Merchant hereby acknowledges and agrees that IFSI may be using "doing business as" or dibis names is soonection with various toutiers relating to the transaction between SFSI and Mirchard. scinding the filing of UCC-1 fluencing statements and

IL REPRESENTATIONS, WARRANTIES AND COVERANTS Machine and such Owner/Commission mods, warments and poyerants that as of this date and faring the term of the Agreement

2.1 Figuratial Condition and Figurated Information. In Second Informatic, sopies of which have been included to SPSI, and Actors plateneous which will be furnished initialies at the request of MASI, thirty represent the furnished soudifies at Openin/Gouranies and Merchant it mid: dates, and pinos from dates there her hem no material adverse chapter, financial or ethorwise, in such sendition, operation or consendin of ademphent described but a southering, afternative addigation to advise RFAI of any material advance change in his Scampini specific, specific or commender. Mandand's failure to do so is a majorisi breach of this Agreement.

2.2 Germanustel Augustale Merchan is in compliance and shall comply with all laws and her salid paralles, authorizations and licenses to own,

parasis and bases its properties and to conduct the hardess is whomes in which is in presently suggested.

2.3 Authorization. Merchant, and the person(s) algaing that Agreement on behalf of Herchant, here full power and mithanly to expects the Agreement and in facts and perform the obligations under this Agranded, all of which have been duly understood.

2.4 Insurance. Mersheet will satistake luminous-interruption insurance manning SFSI at less payer and additional issueed in amounts and against rates as are autisticiary to SFRI and shall provide SFRI proof of

ruch increases spen request.

2.5 Merchant Proceeder Accessing and
Arrangements. Without SPS's prior within somet. surpose will not it stange the end processes disough which the major exists are settled from Preciouser to another cord processor; (ii) permit my arent to accur that sould come diversion of any of Marchael's steel hydroclicas from Processor to seather processor; (iii) change in managements with Processes or second the hierabast Processing Agreement in any very that is advised to BFSL (iv) add curd processing terminals; (v) was multiple and processing terminals; (vi) though its Sampaid incidentian or brok associate(s) (including the inige Addition); (vii) take any other action that so have any edictors effect upon Minchest's obligations under this Agreement, or (viil) who very nectors, but to take may nation, or other pay incompless accommiss or otherwise the pepuit of which will be to discounter end all cards that are notified through Processor, 47 to

induce any execution to pay for Merchant's envices with any means either than sands that are sented thateugli Pricesses, at pound any event to occur that could best at minist allest on the me, acceptance, or enchosiusies of eards for the purchase of Morchast's perviens and products. Any such change, serion or iraction shall be a material breach of this Agreement. 2.6 Change of Marse or Location, Membert will not

consists laterheist's bestinemen in der may remin wither than as disclaned to the Processor and SPSI or charge any of his places of businesse. 2.7 Douby Botch Chat. Marchant will being out receipts

with the disputation at a didy bish.

2.5 Letousel Certificate. Merchant will at any tin and from time to lime, upon at loast one (1) day's prior notice from SFSI to Marchant, execute, existentially properties and deliver to SPSI and one other person, first we acoparation specified by SPSI, a statement devisiting that this Agraement is untitedified and in fall force and affect for, if there have been modifications, that the seems in in full facto and effect as modified and stating the modifications) and stating the dates which the Purchased Amount or any portion thereof has been

2.9 No Benkronery. As of the date of this Agreement. Morchest has not filed any petition for benkriptcy protection under Title 11 of the United States Cods and there has been no involuntary petition brought at proding against Marchant. Merchant fortists wateratts
that it does not enticipets fifting any such bankrupte;
parities and it does not enticipets that an involuntary
parities will be filed against it.
3.10 Warking Craital Purclime. Merchant shall not

ender histo day mendependent, agreement of confinitioned that pulsels to be been loss describes, whether in the flues of a purphase of a loss against; or the safe or purchase

of a purchase of a loss against or the sale or purchase of excite highing, Receipts or future ours autos with any party electric, Receipts or future ours autos with any purpose of the Real Receipts, See and char of any sad all liabilities, them, stairms, changes, neutrinions, and distributes, field, stairms, changes, neutrinions, conditions, applicas, Refers and exceptions, field, anacogapts, neutrinions, places and exceptions and exceptions, for any liabilities, positions, relates and exceptions of any limited or nature whatsource or any other rights or interests that may be incommitted with the temperature. rections lated with at adverse to the interests of \$741. accompanies was, a saverse in the second of season of se

2.13 Definit Under Other Contracts, Moschand's reportalists of or performance under the Agreement will not traine or sensor as event of default by Adrehment If they notated with another person or entity.

2.14 Deliver of Cautonies of Indonest. Upon execution of this Agreement, Merchant shall deliver to quantumen an seem organization, seed contact with section to \$740 or embedded Confushing of Sudgement, in the Sates provided by \$751, in Sever of \$750, in the amount of the Furnishme Price.

2.15 Delivers of Andersment of Lease, Merchant and Connectionsments suchorine EFEE to receive pertinent information regarding the commercial lease for the physical location of Meychent's business (the "Enterine") from two population learning company and or agent. Upon convolien of him Agrammen, Merchant shall deliver to Erick an ensembled Assignment of Learn shall deliver to Erick an ensembled Assignment of Learn servicing the Propriess in Sever of SPSE.

anything me remains at avera or around their not sell, the art legislates. Marchent their not sell, dispote, intender or character and above; he business or annels without (i) the express prior written consent of LESS, and (ii) the written agreement of any purchaser or deputies uppering all of Merchan's addignises or principality subjection that is a subjection of the contraction of ed purseased to decrementation

2.17 <u>Bridge Account.</u> Morehant will not take any soilon to extent the Specified Percentage of the estiment promute to be settled or delivered to any escenar other than the Bridge Acousts. Merchant will ensistain a Minimum Balanço in the Boidge Account, 2.18 The of Proceeds. Mordant will conduct in business and use the Furchess Price in the entirery course of its business, consistent with past penalties.

2.19 <u>Accuracy of Information</u>. All information provided by Marchard and such Overse/Quantitate to

SYST berein, in the Security Agreement and Queranty, and in all other SPSI forms is true, excurate and omplete at all trappots.

fil events of depault and remedies

2.1 Events of Befuelt. The scentence of any of the following events shall constitute as "Event of Delbult" horaceta: (a) Merchant or Owner-Russian violence. any must correspond or especiation in this Agreement of Security Agreement and Community, (b) may essentiation or represent by Merchant or representation or venerally by accessions of Owner-Goarantor in this Agreement or the Society Agreement and Charminy shall prove to have been incorrect, incomplete, false or misleading in any noticelal respect when inade; (a) Marchant ar Owner-Guarantor admits in writing its inability to pay lie delice, or makes a personal assignment for the her of creditors; or any proceeding shall be matiested by ar against Merchant or Owner/Oueranier seeking adjudicate it bankrupt or knolvent, or seeking recognization, arrangement, adjustment, of position of it or its dobts: (d) Owner Quaranter nds a notice of termination of the Lecurity Agreement und Guaranty: (e) Merchant auspenda dintelyes or perminent he business; (f) Merchant sells all or substantially all of he areas; (g) Merchant makes or series notice of any intended bulk mis or transfer by Marshart (h) Morehart performs any not that reduces the veloc of the Collaboral or, the accurity interest greated in the Collaboral under the Microbest Security Agreement and Commity; (i) Committenance parties at the value of the Additional Cullstone (as defined in the Merchant Security Agreement and Characty) or the accurity interest gracies in the Additional Callaboral under the sections Security Agreement and Comments; or (i) the leaves, governings and conditions of any other deposit with \$1751,

3.3 <u>Remarkins.</u> Upon the occimense of an Event of Default that is not youved pursued to Section 4.4 street, SPAI yeary proposed to protect and sections bu rights or personal and process as process, and successes as rights or personal set by sain in organic performance of any newtonics, apopulated or other provision accessions havein, or to authors the discharge of Marchant's and Overst sellemacier's obligations descenden, societ His Scoutly Agreement and Customery, or parsoned to may other legal or aquitable right or reporty. Upon \$75% notice to Marchant of any Event of Deficiel, for making Furthers Price not already repaid to SFRI shall become immediately due and payable to SFRI. In addition, upon an Event of Debuit (i) SFRI may actions the provisions of the Security Agreement and Concernly menings the Owner/Gustanter; (ii) EFEI may andered by sometry interest in the Cultistral and Additional Collegeral; (iii) EFEI may dobit Marchent's depocitory never situated by manne of ACM debit or ficularitie pignature as a computar-gunerated shock drawn on Marchant's beak account or otherwise; (iv) brown on Marcaner's some necount of oursewes, cry. 25% may never the Confusion of Judgment as a judgment with the appropriate Clerk of Court and execute thereon; and (v) 25% may execute its rights make the Aurignment of Louet. All lights powers and menedics of \$7\$1 in represent with this Agreement and the Security Agreement and Garrenty may be

guardised at any time by SFSI after the occurrence of an Event of Default, are sumulative and not exclusive, and shall be in addition to any other sights, powers or mundles provided by law or equity.

3.3 Caris Membran and Owner/Contentor thall pay to

SFSI all maximable souts sesociated with (s) a breach by Marchant or DemanCharentor of representations, werenoted and sovements in this Agreement and the Forwiry Agreement and Guaranty and the enforcement thereof, and (b) the enforcement of EFSI's remedies set first in Section 3.2 above, including our not limited to court costs and atterneys'

3.4 Required Nedifications. Owner/Currenter are required to give SPSI writish setion within \$4 hears of my filing by Membant or Owner/Guaranter under Title 11 of the United States Code. Merchant is required to give BFSI seven days' written notice prior to the closing all any sale of all or substantially all of the Merchani's nancie ny ptoch. Marchinal is required is give REST even] days' written notice prior to the perpenden

discolution or retractions for business.

2.1 Definit Wahrs: Fig. Upon Marchan's request, that pays start in its sole and sheeping discretion to real-on the socureous of so lives of Definit main side. Agreement or the Merchant Security Agreement and Guaranty, provided that Marchant shall pay a Default Waiver Fee for each such waiver in the amount of \$2,000,00 to SPSI, which associat shall be due and perside in SFSI on domand. Such Default Walver Fee shall be payable for each Event of Default occurring under this Agreement or the Merchant Security Agreement and Chieverty and waived parament to this ation, and no such waiver of an Event of Default minit in any way he construct at a waiver by EFSI of any after occurrence of an Event of Delhalt, or an ethorwise himsung BPSPs rights or remedies provided for hereunder, under the Mercinal Security Agreement and Contacty, or by him or equity.

3.6 Procumer Change Feb. Merchant shall pay to SPAI \$5,000,00 in the syrant that Merchant [i] upon brossest support the breat subject sometar of 25.27 at (1) species for each support species for each subject species for each species for each subject species for each species for each subject species for each species f Such Proposer Change For (1) that he due and payettle to MFSI on demand, (11) is not exclusive of, and regards we are as a common (a) in the elements of, the is nominally with, any other the er surpose prid or payable to EFE by Merchant pursuant to the Agreement or the Murchant Society Agreement and Commonly, and (iii) shall not be construed in a waiver of any Busses of Deduit harmander or under the Merchant Escarby Agreement and Guaranty or as otherwise sponsing to reduce or limit IFET's nights or remedies provided for hereunder, under the Marchant Security

aprenoment and Charmonly in at him or it neathy. I <u>Remarks more therefor From</u> Identified shall pay action flow for indulent related to the neighbories and earthin that for intrinse related to we suspenses feelinkenness of accounts. Both Marchart shall survive to the designation of accounts to the designation back their flusting shottomically to their designand bank account and will be should \$10,00 for a fed Wire or \$12.50 for a bank ACE. Current thurses for the understriking and origination of seath Merchant Agreement is \$255.00 paid from the funded amount; if Mareheat is pullining a Bridge / Control Automat there a a see time, upfrout the of \$195.00 for the wished bank and administrative costs of maintaining the account for each Morchant Agraement contract. Fund transfers from Bridge / Control Accounts to Morchant's operating back account will be charged 37:30 per month ACM. Morehest will be charged \$15.90 for every additional change of fasts spersing bank account sense they me active with EFEL. Additional sopius of prior monthly statements will inour a fee of \$10.50 each.

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IV. MISCELLANEOUS

with the said of t

4.1 Modifications: Agreements. No modification, desent, resiver or consent of any prevision of this Agrooment as the Marchant Security Agrocusous and Guaranty shall be effective unless the same shall be in writing and rigned by SPSI.

4.2 Andrewsey, SPSI may series, becalor or sell in rights to become the Furchmed Amount or delegate in station homeunder, either in whole or in part,

4.3 Metices, All metices, requests, consent, demands and other communications bereinder and under the Merchant Security Agreement and Operanty shall be delivered by certified mail, return receipt requested, to the negacities porties to this Agramment and the Merchant Sacurity Agraement and Gueranty at the addresses but facin in this Agraement and shall become BITECOVE ONLY WHOR THE HIS.

4.4 Walver Recognition. No failure on the part of SPSI to exercise, and no delay in exercising, any right moder this Agreement or the Morchant Separity Agreement and Commety shall operate as a waiver thereof, nor shall any single or purish exercise of any sight under this Agreement or the Merchand Sequily Agreement and Contents precises my effect of further exercise district or the question of any other right. The sumedist provided huseastic and under the Merchant Somethy Approximent and Commenty are completive and not exclusive of any remedies provided by law or equity.

policit and for market to Morehant and each Dernat Clustenter vin regular mail, telephone, email and finalistic in excession with the provision of goods or swylers by RFSI, in affiliates at any bind party fact SPAL aboves, manature, exchanges, electrons or provides beforeasten with and will hold SPSI, its attitudes not parament to the federal CAN-SPAM ACT of 2001 Controlling the Annuals at Non-Solicited Persography and Marketing Act of 2003), the Telephone Commit Protection Act (TCPA), and any and all other ristes of federal laws soluting to transmissions or solicitations by and any of the mumbers described above.

4.6 Farningted Marchant File and Match File Meethand expressly solutionisms that a Version of ad expressly solunewindges that a Terminaira Meethant File ("TMP"), or my incomer thereto, is necessarily by ManterCard or VEA containing the business name and names and identification of and Mr More of the Bernone specified in MarierCard or VILA counting regulations. Such passons include, but IDENTIFICATION OF ITS PRINCIPALS TO THE WHEN A MERCHANT IS TERMINATED FOR ONE OR MORE OF THE REASONS epicipied in Maftercard or VIIIA Operating regulations, merchant EXPRESSLY ACRESS AND CONVENTS TO SUCH REPORTING BY PROCESSOR AND BUSI and beleased bach from any damages POR DOUIG SO IN GOOD FAITH.

A.7 Bindley, Effect Generalist Law, Venne and Jarradicine. This Agreement and the Merchant Security Agreement and the Merchant pand Courtey shall be binding upon and lower to the benefit of binding upon and lower, EFSI and their respective structures. and surface, except that Matchest and Owner-Guaranter PROCEED had not here the right to seeing their right becaused, and the Representative Action Against societ his Marchael Seeing Agreement and Gerendy Anothies Party. The Parties Merkey

written cornect of SPSI which consent may be withheld in SPSI's tole discretion. SPSI reserves the rights to resign this Agreement and the Security Agreement and Quaranty with ar without prior written acrice to Morphest and Owner/Concession. Tale Agreement and the Security Agreement and Orientally shall be governed by and dominated in accordance with the laws of the States of Name York, without regards to any applicable principals of excellints of how. Any soil, action or proceeding arising becaused or winder the Sacrating Agreement and Generally, or the interpretation, partients, or breach because at thereof, shall, if SP31 up elects, he hatituded in any sourt sitting in New York, New York, (the "<u>Acceptable Forms</u>") Marchant and Owner-Transactor agree that the Acceptable Forums are convenient to them, and primite to the jurisdiction of s Acceptable Forenz and waives any and all objections to jurisdiction or vanue. Should such promoding be initiated to any other forest, Morchant and Owner/Guaranter walve any right to oppose any motion or siglication made by SFSI to transfer mak proceeding to an Acceptable Forum.

missionik, Marcantian mid anyunanti barain mad in the Security Agreement and Commity thall service the acception and delivery of this Agreement and the Security Agreement and Coursely and stall sentians in full Payon until all obligations under this Agreement and 4.5 Estertistics. Marchart and such Conservices and in Security Agreement and Coursely about how been authorized SPEs and for attributes to someomicate with, maintied in Sull and Sois Agreement and the Saturity Agreement and Company shall have be related.

4.9 Erverahilly. In suce may of the provinces in this Agreement or the Security Agreement was creaming found to be severily, filegal or proorforceable in any respect, the validity, legality and authoroschility of any other previolent contained herein ar therein shall not in

A.10 Entire Aurentement. Any provision hereof and in the Security Appearant and Characty problemed by law glad by heafficitive only to the action of such problemes without invalidating the mentaling provinces bereaf or thosel. This Agreement and the Morehant Security Agreement and Characty embody the ordine agreement between Members, OversetOurrenter and SYSI and superiode all prior agreements and understandings soluting to the subject thic beyoof.

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4.12 CLASE ACTION WAIVED. THE PARTIES DEPETO WAIVE ANY RIGHT TO ASSERT ANY CLAMM AGAINST THE OTHER PARTY AS A EXCELL MEERS ROCH MVIALE FRANCES OF MELMERICATION WINDERS WAS BEEN WANTED BY WAS CITYRE OF WENGEL BY VALUE OF THE PROPERTY OF FOLICE TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR

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4.13 Paralmile and FDF Administrate. Passimile and FLY signatures shall be deemed acceptable for all DUTTORES

EXHIBIT 4

EXHIBIT 4

STRATEGIC FUNDING SOURCE, INC. MERCHANY SECURITY AGREEMENT AND GUARANTY

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