

CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

VION OPERATIONS LLC, a Nevada limited
liability company; and STRATEGIC
FUNDING SOURCE, INC., a New York
corporation,

Plaintiffs,

v.

JAY L. BLOOM, an individual; CAROLYN S.
FARKAS, an individual; EAGLE GROUP
HOLDINGS, LLC, a Nevada limited liability
company; EAGLE GROUP MARKETING,
LLC; a Nevada limited liability company;
A.D.D. PRODUCTIONS, LLC; a Nevada
limited liability company; ORDER 66
ENTERTAINMENT, LLC., a Nevada limited
liability company; DOES I through X; and
ROE CORPORATIONS I through X

Defendant

Case No. A- 11- 646131- C
Department _____

COMPLAINT

**(Arbitration Exemption Claimed: Amount
in Controversy Exceeds \$50,000 and Action
Seeking Declaratory Relief)**

Vion Operations LLC ("Vion") and Strategic Funding Source, Inc. ("Strategic Funding")
allege as follows:

1. Vion is a Delaware limited liability company authorized to do business in Clark
County, Nevada and is a purchaser from Murder Inc., LLC ("Murder Inc.") under the agreements
as hereinafter described. Murder Inc. operates the Las Vegas Mob Experience Exhibit at the
Tropicana Hotel and Casino and has not been made a party to this lawsuit.

1 2. Strategic Funding is a New York corporation and was a co-purchaser with Vion
2 under the agreements with Murder Inc. as hereinafter described.

3 3. Jay L. Bloom ("Bloom") is a resident of Clark County, Nevada.

4 4. Carolyn S. Farkas ("Farkas") is believed to be a resident of Clark County, Nevada
5 and both is and was at all relevant times the spouse of Bloom.
6

7 5. Eagle Group Holdings, LLC ("Eagle") is a Nevada limited liability company.
8 Eagle was 100% owner of Murder Inc. but Eagle gave Bloom all management authority for
9 Murder, Inc.. Bloom is Eagle's managing member, but Eagle is an alter ego of Bloom.

10 6. Eagle Group Marketing, LLC ("Eagle Marketing") is a Nevada limited liability
11 company. Eagle is one of Eagle Marketing's managing members, but Eagle Marketing is an alter
12 ego of Bloom.
13

14 7. A.D.D Productions LLC ("A.D.D.") is a Nevada limited liability company. Eagle
15 is A.D.D.'s managing member, but A.D.D. is an alter ego of Bloom.

16 8. Order 66 Entertainment, LLC ("Order 66") is a Nevada limited liability company.
17 Eagle is Order 66's managing member, but Order 66 is an alter ego of Bloom.

18 9. The true names and capacities, whether individual, corporate, associate or
19 otherwise, of defendants Does I through X and Roe Corporations I through X are unknown to
20 plaintiff at the present time and plaintiff therefore sues said defendants by such fictitious names.
21 Plaintiff is informed and believes and thereupon alleges that each of the defendants designated as
22 Does I through X and Roe Corporations I through X are responsible in some manner for the
23 events and happenings referred to here. Once discovery has disclosed such entities, plaintiff will
24 ask leave of this Court to amend its Complaint to insert the true names and capacities of said
25 defendants and to join such defendants in this action.
26

27 10. The events described herein occurred in Clark County, Nevada.
28

1 11. On February 25, 2011, Murder Inc. through its sole-authorized representative,
2 Bloom, entered into a Purchase and Sale of Future Receipts Agreement with Vion and Strategic
3 in the form of Exhibit 1. Separately, on the same day, defendant Bloom and Louis Ventre
4 ("Ventre") executed the Merchant Security Agreement and Guaranty on behalf of Murder Inc.
5 and in their individual capacities. The Merchant Security Agreement and Guaranty is attached as
6 Exhibit 2. The Purchase and Sale of Future Receipts Agreement and the Merchant Security
7 Agreement and Guaranty are collectively referred to herein as the "Agreements". Bloom and
8 Ventre personally guaranteed performance of all of Murder Inc.'s obligations under the
9 Agreements.
10

11 12. On March 14, 2011, Murder Inc., through Bloom acting as owner and Louis
12 Ventre, President, entered into a second Purchase and Sale of Future Receivables Agreement
13 with Strategic in the form of Exhibit 3 attached. Separately, on the same day, defendant Bloom
14 and Louis Ventre executed a second Merchant Agreement and Guaranty in favor of Strategic
15 Funding Source, Inc. in the form of Exhibit 4 attached. Bloom and Ventre personally guaranteed
16 performance of all of Murder Inc.'s obligations under the Agreements.
17

18 13. Pursuant to the Agreements, Vion and Strategic purchased certain credit card
19 receipts and non-credit card receipts from Murder Inc. totaling \$4,092,171.40 which receipts
20 were protected by security interests confirmed through financing statements filed with the
21 Nevada Secretary of State (the "Financing Statements"). The receipts include credit card
22 payments received when admission is purchased to the Mob Experience attraction at the
23 Tropicana Hotel & Casino. Vion's and Strategic's security interest includes all personal property
24 of Murder Inc. The Merchant Security Agreement and Guaranty with Bloom and Murder Inc.
25 set forth terms prohibiting Murder Inc. as the Merchant or Bloom as a guarantor from creating or
26 permitting to exist directly or indirectly any other encumbrance with respect to Vion's and
27

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

5
6 14. Bloom, on behalf of Murder Inc., as its agent, induced Vion and Strategic to
7 purchase future accounts of Murder Inc. and in so doing assured Vion and Strategic that he had
8 not already through his conduct and would not thereafter destroy the company's ability to
9 continue in business by looting it of all or substantially all capital needed for operations.

10 15. Bloom's fraud included the following:

11 (a) Murder Inc.'s financial statements were provided by Bloom to qualify for
12 the transaction with Vion and Strategic. The financial statements submitted were
13 materially false in several respects. Bloom gave false information in the financing
14 statements regarding:

- 15
16 (i) payables;
17 (ii) visitor volumes; and
18 (iii) company liabilities.

19 (b) Bloom made no mention of past due contractor and trade payables in the
20 financing statements.

21 (c) Bloom submitted updated financials on or about July 8, 2011, which
22 revealed nothing of the true financial condition of Murder Inc., did not reveal he was
23 looting the company and were provided to conceal his ongoing fraud.

24 (d) Bloom's attendance forecast for the attraction was based on patently
25 unrealistic and unreasonable assumptions designed to fraudulently induce Vion and
26 Strategic to finance Murder Inc.. He projected 4,110 people per day, starting in the first
27

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

3 (e) Bloom showed the ticket price at \$29.95. When the exhibit opened, the
4 ticket price was \$39.95.

5 (f) The Murder Inc. debt Bloom disclosed was approximately \$8,000,000
6 with a total income assignment to other parties of 25.05%. The actual debt for Murder
7 Inc. at the time was \$15,439,548.58 with a note face value (i.e. total payback amount) of
8 \$16,050,380.22. The income assignments to third parties associated with this level of
9 indebtedness was 46.299%, resulting in materially less cash being available to operate the
10 company than represented.

11 (g) Bloom represented to Vion and Strategic that Murder Inc. would owe its
12 general contractor MJ Dean Construction indebtedness of \$250,000 per month for the
13 period from March-October 2011 for a total of \$2,000,000 due to complete construction.
14 Bloom made none of those payments, but the amount of construction indebtiness is now
15 believed to be in excess of \$4,600,000.

16 (h) Bloom represented that total payroll for Murder Inc. would be \$25,980.00
17 per month. The payroll is believed to be \$73,268.00 every two weeks or \$146,536.00 per
18 month.

19 (i) Bloom never disclosed that he has not paid payroll taxes of Murder, Inc.

20 16. Section 2.19 of the Merchant Cash Advance Agreement Terms and Conditions
21 requires that all information provided by Murder Inc. and each guarantor to Vion and Strategic
22 be true, accurate and complete in all respects. Much of the information Bloom provided to Vion
23 and Strategic was untrue, inaccurate and incomplete in violation of Section 2.19 of the Merchant
24 Cash Advance Agreement.
25
26
27

1 17. Bloom knew the financial statements, projected expenses and other projections
2 and related assumptions he gave Vion and Strategic were fiction and he presented them
3 specifically to induce Vion and Strategic to fund the Agreements. The Agreements were funded
4 in the amount of \$3,147,824.10. All of the funds from Vion and Strategic were procured for
5 Murder Inc. by Bloom's fraud.
6

7 18. Bloom promised pursuant to the Merchant Security Agreement and Guaranty not
8 to create, incur, assume or permit to exist, directly or indirectly, any lien or other encumbrance
9 on or with respect to any of Vion's or Strategic's collateral. On March 21, 2011, Bloom
10 willfully breached the Agreements by pledging the same personal property collateral, including
11 deposit accounts and other intangibles to another creditor pursuant to the financing statement
12 attached as Exhibit 7.
13

14 19. This breach was part of a pattern of fraud. Bloom used certain alter egos before
15 and after the execution of the Agreements to advance his fraudulent scheme.

16 20. Bloom's diversions of funds from Murder Inc. in 2010 consisted of at least the
17 following:

- 18 (a) A.D.D. Productions LLC \$ 39,000.00
19 (b) Eagle Group Holdings LLC \$1,245,250.00

20 21. Bloom's diversions of funds from Murder Inc. from January 1, 2011, through June
21 30, 2011, consisted of at least the following:

- 22 (a) A.D.D. Productions LLC \$ 50,700.00
23 (b) Eagle Group Marketing LLC \$ 124,041.00
24 (c) Order 66 Entertainment LLC \$ 31,400.00
25 (d) Eagle Group Holdings LLC \$ 590,193.92
26

27 22. Bloom diverted funds directly from Murder Inc. and from Eagle for payment of
28 personal expenses, including such items as car payments, credit card bills, housing expenses

1 (cable TV, utilities, pool cleaning, maid service), groceries and the like using categories in his
2 own records such as "cash for Jay" and "to be accounted for later." Bloom used an on-line
3 account transfer from Murder Inc.'s operating account to his personal account and frequently
4 used ATM withdrawals in the tens of thousands of dollars to accomplish these personal
5 diversions. In addition to other indirect payments for the benefit of Bloom, Bloom diverted over
6 \$455,000 from April 3, 2009, to June 7, 2011, directly to himself from Murder Inc.

8 23. Bloom diverted funds from Eagle and other alter egos for payment of personal
9 expenses. Bloom diverted over \$203,500 from 2010 through June 2011.

10 24. By diverting funds to his alter egos, Bloom deliberately and purposely rendered
11 Murder Inc. insolvent and unable to meet its obligations as they became due without additional
12 financing. Murder Inc. cannot operate and it cannot pay its existing debts without additional
13 financing.

14 25. The entities to which Bloom authorized wrongful transfers of money are each
15 owned and controlled by Bloom or Farkas, his wife. They are all alter egos for Bloom governed
16 by Bloom, with a unity of interest inseparable from Bloom. Adherence to the limited liability
17 company fiction for Eagle, A.D.D., Eagle Marketing and Order 66 would sanction a fraud and
18 promote injustice.

19 26. Bloom's diversion of funds actively looted the working capital of Murder Inc. As
20 a consequence he was forced to relinquish 95% of his ownership interest to GC Global Capital
21 Group (one of Murder Inc.'s creditors) in July 2011.

22 27. Bloom's fraud and further breach of the Agreements includes the following:

23 (a) Bloom has reduced and impaired the value of Vion's and Strategic's
24 security interest under the Merchant Security Agreement and Guaranty in further violation
25 of Section 3.1 of the said agreement. All of the breaches were deliberately and purposely
26

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

4 (b) Bloom did not correct or amend the financial statements as required by
5 Section 2.1 of the Merchant Cash Advance Agreement as he looted Murder Inc., but
6 deliberately mislead Vion and Strategic with supplemented financial submissions.

7 (c) By willfully looting the company before and after the execution of the
8 Merchant Cash Advance Agreement, Bloom violated, and concealed his violation of, the
9 Agreements.

10 (d) Bloom diverted substantially all of the operating capital necessary to
11 successfully market the Mob Experience attraction at Tropicana Hotel and Casino from
12 Murder, Inc. That led to a need for more operating capital, which resulted in further
13 breach by the placement of junior liens on Vion's and Strategic's collateral in violation of
14 in violation of Section 2.10 of the Merchant Cash Advance Agreement and the paragraph
15 captioned "Negative Pledge" of the Merchant Security Agreement and Guaranty. Section
16 2.10 of the Merchant Cash Advance Agreement provides:

17 2.10. **Working Capital Funding.** Merchant shall not enter into
18 any arrangement, agreement or commitment that relates to or
19 involves Receipts, whether in the form of a purchase of, a loan
20 against, or the sale or purchase of credits against, Receipts or
21 future card or non-card sales with any party other than Purchaser.

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

24 **Negative Pledge.** Each of Merchant and each Guarantor agrees
25 not to create, incur, assume, or permit to exist, directly or
26 indirectly, any lien or other encumbrance on or with respect to any
27 of the Collateral or Additional collateral, as applicable.

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

1 28. The projections provided to Vion and Strategic of costs required for Murder Inc.
2 to fully complete and operate the exhibit was at least \$6,000,000 understated. Bloom's
3 diversions of the funds available for Murder Inc. to complete and operate the exhibit destroyed
4 the viability of the Murder Inc.

5
6 29. As a result of Bloom's fraudulent diversions, mechanic's liens were recorded on
7 the attraction and Tropicana Hotel and Casino's property after Vion and Strategic had paid
8 Murder Inc. all or substantially all of the \$3,147,824.10 they funded. Those liens include, but are
9 not limited to:

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

15
16 Pending liens total in excess of \$6,494,546.50.

17 30. Upon information and belief, Vion and Strategic allege that no good and
18 sufficient consideration existed for the transfers or any of the diversions.

19 31. Bloom concealed all of the diversions from Vion and Strategic when he was
20 required, affirmatively pursuant to the terms of the Agreements, common law duties of good
21 faith and fair dealing, and his fiduciary duties owed as a principal of an insolvent company to his
22 creditors, to disclose those breaches.

23
24 32. Concealment of Bloom's fiduciary breaches establishes a pattern of fraud upon
25 Vion and Strategic.

26 33. Vion and Strategic are informed and believes that Bloom and Farkas were
27 husband and wife on and before February 25, 2011, the effective date of the Agreements. As

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

3 34. Farkas is also an alter ego receiving funds from Murder Inc. without fair
4 consideration in furtherance of Bloom's scheme to divert funds to his alter egos. Although
5 Bloom claimed Farkas performed marketing services for Murder Inc., she holds no license in
6 Clark County or Las Vegas and she is not identified with any entity authorized to do business in
7 Nevada at the Nevada Secretary of State's office. She is further liable as a fraudulent grantee.
8

9 35. Farkas is liable with Bloom to the extent of her marital community upon the
10 obligations represented by Bloom's guaranty and fully liable for damages arising from Bloom's
11 fraudulent conduct as a fraudulent grantee.
12

13 36. Vion and Strategic justifiably relied upon Bloom's misrepresentations and were
14 deceived by his failure to make disclosure of his wrongful acts. Vion and Strategic have been
15 damaged accordingly.
16

17 **FIRST CLAIM FOR RELIEF**

18 **(Breach of Guaranty - Jay Bloom)**

19 37. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1
20 through 36 as though those allegations were set forth fully herein.

21 38. Bloom violated the negative covenant set forth in the Agreements as evidenced by
22 the encumbrances confirmed in Exhibit 7.

23 39. Bloom is liable upon his Merchant Security Agreement and Guaranty to Vion and
24 Strategic in the amount of all Vion's and Strategic's damages, including, but not limited to:

- 25 a. the full amount of receivables purchased, referred to as the "Purchased
26 Amount" in the Merchant Cash Advance Agreement (initially \$3,571,995.15 and
27 increased to \$4,092,171.46 on March 16, 2010) offset only by receipts of collections paid
28

1 to Vion and Strategic to-date;

2 b. diminution of the value of its collateral through impairment of the
3 company's ability to market the attraction creating both reduction of visitor volume and
4 cutting short the duration of future receipts; and

5 c. exemplary damages as may be determined herein.

6
7 40. It has been necessary for Vion and Strategic to obtain the services of an attorney
8 to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.

9 **SECOND CLAIM FOR RELIEF**

10 **(Breach of Guaranty - Alter Egos)**

11 41. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1
12 through 40 as though those allegations were set forth fully herein.

13 42. Bloom is liable to Vion and Strategic as alleged above.

14 43. Vion and Strategic are further entitled to an order declaring Eagle, Eagle
15 Marketing, Carolyn Farkas, A.D.D. and Order 66 all to be alter egos of Jay L. Bloom and
16 directly liable upon Bloom's guaranty and directly liable for all damages caused to Vion and
17 Strategic by Bloom's fraud and other actions as described herein.

18 44. It has been necessary for Vion and Strategic to obtain the services of an attorney
19 to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.

20 **THIRD CLAIM FOR RELIEF**

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

22 45. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1
23 through 44 as though those allegations were set forth fully herein.

24 46. Bloom was the principal of an insolvent company who made numerous
25 misrepresentations to Vion and Strategic to induce it to enter into the Agreements. When Bloom
26
27

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

3 47. Bloom owed Vion and Strategic as a fiduciary duty in his role as a principal of an
4 insolvent company. Giles v. General Motors Acceptance Corp., 494 F.3d 865 (9th Cir. 2007).

5 48. Accordingly, Bloom breached both fiduciary duties and concealed fiduciary
6 breaches constituting fraud.

7 49. As a result of Bloom's breach of fiduciary duties and concealment of fiduciary
8 breaches, Vion and Strategic are entitled to recover all actual, special, and exemplary damages

9 50. It has been necessary for Vion and Strategic to obtain the services of an attorney
10 to pursue this claim and they are entitled to cover reasonable attorney's fee therefore.

11 **FOURTH CLAIM FOR RELIEF**

12 **(Fraud - Bloom and Alter Egos)**

13 51. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1
14 through 50 as though those allegations were set forth fully herein.

15 52. Murder, Inc. and Bloom have committed fraud in the inducement and have
16 rendered themselves insolvent through fraudulent conveyance of its property to Bloom's alter
17 egos or to others who hold its property wrongfully in secret trust for Bloom.

18 53. Vion and Strategic are entitled to recover from Bloom for fraud for all actual,
19 special, and exemplary damages the Court may deem appropriate.

20 54. Vion and Strategic are entitled to recover from Farkas, Eagle, A.D.D., and Order
21 66 as Bloom's alter egos for fraud and as fraudulent grantees for all actual, special, and
22 exemplary damages the Court may deem appropriate.

23 55. Bloom's wrongful diversion of funds from Murder Inc. incurred in large part after
24 Vion's and Strategic's claims arose.

1 56. Murder Inc. did not receive a reasonably equivalent value in exchange for these
2 diversions and Murder Inc. was insolvent at the time the diversions were made or was rendered
3 insolvent as a result of the diversions.

4 57. The diversions without consideration not only demonstrate that Farkas, Eagle
5 A.D.D., Eagle Marketing, and Order 66 are Bloom's alter egos, but the diversions themselves
6 constitute fraudulent transfers under NRS 112.190.

7
8 58. Vion and Strategic are entitled to recover judgment for the value of the assets
9 transferred up to the amount of their claims pursuant to NRS 112.220(2) and otherwise as a
10 remedy for fraud as recognition of the alter ego status of Farkas, Eagle, A.D.D., Eagle
11 Marketing, and Order 66.

12 59. It has been necessary for Vion and Strategic to obtain the services of an attorney
13 to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.
14

15 **FIFTH CLAIM FOR RELIEF**

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

17 60. Vion and Strategic repeat and reallege each and every allegation in Paragraphs 1
18 through 59 as though those allegations were set forth fully herein.

19 61. Bloom has acted in bad faith with respect to his contractual obligations to Vion
20 and Strategic and Vion and Strategic are entitled to recover upon the contract-based remedy of
21 breach of the covenant of good faith and fair dealing.
22

23 62. As Bloom is a principal of an insolvent company, he owed fiduciary duties to
24 Vion and Strategic in its capacity as a creditor and therefore, Bloom is liable to Vion and
25 Strategic for breach of the tort-based duty to conduct himself in accordance with the obligation
26 of good faith and fair dealing.

27 63. As a result of Bloom's breach of the covenant of good faith and fair dealing, Vion
28

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

2 64. Vion and Strategic are entitled to recover against Bloom for violation of duties of
3 good faith and fair dealing.

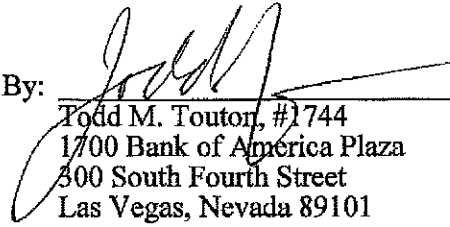
4 65. It has been necessary for Vion and Strategic to obtain the services of an attorney
5 to pursue this claim and they are entitled to cover reasonable attorney's fees therefore.
6

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

- 9 1. For judgment against Jay L. Bloom upon its claims for breach, fraud,
10 fiduciary breach, concealment of fiduciary breach and violation of various
11 covenants of good faith and fair dealing for all actual, special, and
12 exemplary damages in excess of \$10,000;
13
- 14 2. For an order declaring Eagle Group Holdings, LLC, Eagle Group
15 Marketing, LLC, Carolyn Farkas, A.D.D. Productions LLC and Order 66
16 LLC all to be alter egos of Jay L. Bloom;
17
- 18 3. For judgment based on fraud and fraudulent conveyance against Eagle
19 Group Holdings, LLC, Eagle Group Marketing, LLC, Carolyn Farkas,
20 A.D.D. Production LLC and Order 66 LLC for all actual, special, and
21 exemplary damages in excess of \$10,000;
22
- 23 4. For judgment against Eagle Group Holdings, LLC, Carolyn Farkas,
24 A.D.D. Productions LLC, Order 66 LLC and Eagle Group Marketing,
25 LLC upon their claims for all actual, special, and exemplary damages in
26 excess of \$10,000;
27
- 28 5. For costs incurred herein; and

6. For attorney's fees incurred herein.

LIONEL SAWYER & COLLINS

By: 
Todd M. Touton, #1744
1700 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



STRATEGIC

Contract#
Sales Partner:

MERCHANT CASH ADVANCE AGREEMENT

Agreement dated February 25, 2011 between Strategic Funding Source Inc. ("SFS") and Vion Operations LLC ("Vion"), as co-purchasers (together, "Purchaser"), and the merchant listed below ("Merchant")

MERCHANT INFORMATION

Merchant's Legal Name: Murder Inc., LLC

D/B/A: The Las Vegas Mob Experience

State of Incorporation/Organization: Nevada

Type of entity (check one): Corporation (X) Limited Liability Company () Limited Partnership () Limited Liability Partnership () Sole Proprietor

Physical Address: 3801 Las Vegas Boulevard South

City: Las Vegas

State: Nevada

Zip: 89109

Mailing Address: 3801 Las Vegas Boulevard South

City: Las Vegas

State: Nevada

Zip: 89109

Date business started (mm/yyyy): 03/09

Federal ID#: 26-474834

Monthly Total Sales: Not Applicable

Monthly Card Sales: Not Applicable

Monthly Cash Sales: Not Applicable

PURCHASE AND SALE OF FUTURE RECEIPTS

Merchant hereby sells, assigns and transfers to Purchaser making Purchaser the absolute owner in consideration of the purchase price specified below (the "Purchase Price") in all of Merchant's future accounts, contract rights and other rights to payment arising from or relating to the use by Merchant's customers of credit cards, charge cards, debit cards, prepaid cards and other similar payment cards in the ordinary course of Merchant's business (the "Card Receipts") and all of Merchant's future money, accounts, instruments, payment intangibles and other rights to payment arising from or relating to the use by Merchant's customers in other third party forms of cash, checks, electronic transfers or other similar methods of payment (other than cards) in the ordinary course of Merchant's business (the "Non-Card Receipts") in each case for the payment of Merchant's sale of goods or rendition of services until the purchased amount specified below (the "Purchased Amount") has been delivered by Merchant to Purchaser, provided that the Purchase Price, the Specified Percentage (as defined below) and/or the Purchased Amount may be adjusted by Purchaser and Merchant in writing if one or more card or electronic check processing conditions are not satisfied. Purchaser may, upon Merchant's request, adjust the amount of any payment due under this Agreement in Purchaser's sole discretion and as it deems appropriate.

The Purchased Amount shall be paid to Purchaser (i) in the case of Card Receipts, by Merchant's irrevocably authorizing only one card payment acceptable to Purchaser ("Endorser") to enroll in (or for the benefit of) Purchaser the percentage specified below (the "Specified Percentage") of Merchant's settlement amounts due from each card issuer with respect to the Card Receipts and (ii) in the case of Non-Card Receipts, by Merchant's irrevocably authorizing a clearing funding network, Inc. ("ACH") to ACH debit from only one deposit account acceptable to Purchaser (the "ACH Account") maintained at a bank acceptable to Purchaser ("Bank") and to remit to it for the benefit of Purchaser the Specified Percentage of all Non-Card Receipts deposited into or credited to the ACH Account in each case until such time as Purchaser receives payment in full of the Purchased Amount. Notwithstanding anything to the contrary in this Agreement or any other agreement between either Purchaser and Merchant, upon the occurrence of an Event of Default under Section 3 of the MERCHANT CASH ADVANCE AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%.

Purchase Price: \$2,747,688.56

Specified Percentage: SEE ADDENDUM

Purchased Amount:

\$3,871,995.15

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

MERCHANT

By: Jay Bloom, Managing Member
(Print Name and Title)

By: Louis Vrethe, Managing Member
(Print Name and Title)

OWNER/GUARANTOR #1

Jay Bloom
(Print Name)

OWNER/GUARANTOR #2

Louis Vrethe
(Print Name)

(Signature)
(Signature)

(Signature)
(Signature)

Sign Here

Sign Here

Sign Here

Sign Here

STRATEGIC FUNDING SOURCE, INC.

By: Andrew Melzer, Chairman and CEO
(Strategic Funding Source, Inc. Officer)

[Signature]
(Signature)



VIA OPERATIONS, LLC

By: James Schuster, Chief Executive Officer
(Via Operations, LLC Officer)

[Signature]
(Signature)

Each person signing this Agreement on behalf of Merchant represents that he or she is authorized to sign this Agreement on behalf of Merchant, and each person signing this Agreement on behalf of Merchant and/or its Guarantor represents that the information provided herein and in all of Purchaser's forms is true, accurate and complete in all respects. Purchaser may produce a monthly statement reflecting the delivery of the Specified Percentage of Receipts from Merchant to Purchaser via Processor in the case of Card Receipts or via ACH debits to the ACH Account (in the case of Non-Card Receipts).

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

AUTHORIZED SERVING AGENT - Colonial Funding Network, Inc.	
<p>Colonial Funding Network, Inc. ("Colonial") is the Authorized Servicing Agent of Purchaser(s) for this contract providing administrative, bookkeeping, reporting and support services for Purchaser and Merchant. Colonial is acting as an independent agent for services including but not limited to background checks, credit checks, general underwriting review, filing UCC-1 security interests, cash management, account reporting and remit capture. Colonial is not a credit card processor, or in the business of processing credit cards. Merchant hereby acknowledges that in no event will Colonial be liable for any claim made against Purchaser, Processor or Bank under any legal theory for lost profits, lost revenues, lost business opportunity, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and each Owner/Guarantor.</p>	
MERCHANT	
By: <u>Jay Bloom, Managing Member</u> (Print Name and Title)	<u>[Signature]</u> (Signature) 
By: <u>Laura Yentz, Managing Member</u> (Print Name and Title)	<u>[Signature]</u> (Signature) 

MERCHANT CASH ADVANCE AGREEMENT TERMS AND CONDITIONS

I. TERMS OF ENROLLMENT IN PROGRAM

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

1.2 Merchant Processing Agreement. Merchant shall execute an agreement (the "Merchant Processing Agreement") acceptable to Purchaser, with a card processor acceptable to Purchaser, to obtain card processing services. 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 Purchaser. Processor may rely upon the instructions of Purchaser, without any independent verification, in making such deductions and payments, and Merchant waives 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 sole discretion, reduce the Purchase Price if one or more card processing conditions are not satisfied.

1.3 Merchant Deposit Agreement. Merchant shall execute an agreement 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, receipts and deposits into the ACH Account. Merchant hereby authorizes Colonial to ACH debit from 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 of the Purchased Amount. This authorization shall be irrevocable without the written consent of Purchaser.

1.4 Check Processing Agreement. Merchant shall execute an agreement (the "Check Processing Agreement") acceptable to Purchaser, with an electronic check processor acceptable to Purchaser, to 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 transaction and is not a credit card processor. Merchant hereby authorizes and permits Colonial to service this Agreement and grants Colonial access to certain 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 settlement amounts will be deposited (the "Bridge / Control Account"). Merchant appoints Colonial as "Acting Agent" over the Bridge / Control Account, and shall instruct Processor to 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 suspicious items processed through the Bridge / Control Account (see "Miscellaneous Service Fees" paragraph 3.7). Merchant agrees to maintain a

minimum balance in the Bridge / Control Account (the "Minimum Balance") equal to the per-month average of all fees charged to Merchant by Processor, averaged over a six-month period.

1.7 Financial Condition. Merchant 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, financial responsibility and history, and they agree to provide Purchaser and Colonial any financial statements, tax returns, references, or other credit or financial information as either Purchaser or Colonial deems necessary prior to or after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of credit and financial information. Merchant and each Owner/Guarantor authorize Purchaser and Colonial to update their credit and financial profile from time to time in the future, as either Purchaser or Colonial deems appropriate. An investigative or consumer report may be made or obtained in connection with this Agreement.

1.8 Transactional History. Merchant authorizes Processor to provide Purchaser and Colonial with Merchant's card history. Merchant authorizes Bank to provide Purchaser and Colonial with Merchant's banking history.

1.9 Indemnification. Merchant and each Owner/Guarantor jointly and severally indemnify and hold harmless Processor, Bank and Colonial and their officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor, Bank or Colonial resulting from (a) claims asserted by Purchaser for monies owed to Purchaser from Merchant and (b) actions taken by Processor or Bank in reliance upon information or instructions provided by Purchaser.

1.10 No Liability. In no event will Processor, Bank, Colonial or Purchaser be liable for any claims asserted by Merchant under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant and each Owner/Guarantor. Merchant understands that it is responsible for any loss incurred by Colonial or either Purchaser resulting from a rejected ACH attempt or an event of default and that neither Colonial nor any Purchaser is responsible for any overdraws or rejected transactions that may result from any ACH debit made in accordance with the terms of this Agreement.

1.11 Reliance 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, notwithstanding the fact that none of Colonial, Processor or Bank is a party to this Agreement, Colonial, Processor and Bank may rely upon their terms and rate them as a defense in any action.

1.12 Sale of Receipts. Merchant and Purchaser intend that the transfer of the interest in the Card Receipts and the Non-Card Receipts (collectively, the "Receipts") from Merchant to Purchaser constitute a sale, 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 transfer is not deemed to constitute a sale, Merchant hereby grants to Purchaser a security interest in all right, title and interest of Merchant in and to the Receipts, which security interest shall secure the payment of the Purchased Amount and all other obligations of Merchant under this Agreement. In no event shall the

aggregate of all monies deemed interest hereunder and charged or collected hereunder exceed the highest rate permissible at law. In the event that a court 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 excess 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 authorizes each Purchaser to file any financing statements deemed necessary by such Purchaser to perfect or maintain such Purchaser's interest in the Receipts.

1.13 Power of Attorney. Merchant irrevocably appoints each Purchaser and Colonial, individually, and any assignee of either Purchaser or Colonial as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to Purchaser 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 Collateral (as defined in the Merchant Security Agreement and Guaranty); (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or related paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to 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 Collateral, or otherwise to enforce its rights with respect to payment of the Purchased Amount.

1.14 Protection of Information. Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner/Guarantor, in respect of himself or herself personally, authorizes each Purchaser and Colonial, individually, to disclose to any third party information 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 waives to the maximum extent permitted by law any claim for damages against either Purchaser or Colonial or any of their affiliates 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.

1.15 Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by Purchaser, including this Agreement, the Merchant Security Agreement and Guaranty and any other 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 is required by law or court order, Merchant shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided

such Adviser uses such information solely for the purpose of advising Merchant and that 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/Guarantor 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/Guarantor hereby acknowledge and agree that Purchaser may be using "doing 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 each Owner/Guarantor shall provide to Purchaser and/or Colonial upon request copies of financial statements representing the financial condition of Merchant and/or such Owner/Guarantor.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

Merchant and each Owner/Guarantor each represents, warrants and covenants that as of the date of this Agreement and on each date during the term of this Agreement:

2.1 **Financial Condition and Financial Information.** Its financial statements, copies of which have been furnished to Purchaser, and any financial statements furnished to Purchaser hereafter, fairly represent the financial condition of Merchant and each Owner/Guarantor 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 adverse change in its 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 execute 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 insurance naming Purchaser as loss payee and additional insured in such amounts and against such risks as are satisfactory to Purchaser and shall provide Purchaser proof of such insurance upon request.

2.5 **Merchant Processing Arrangements.** Merchant **Deposit Arrangements.** Without Purchaser's prior written consent, Merchant will not: (i) change the card processor through which the Receipts are settled from Processor to another card processor; (ii) change its electronic check processor to an electronic check processor not approved by Purchaser; (iii) permit any event to occur that could cause diversion of any of Merchant's card transactions from Processor to another card processor; (iv) permit any event to occur that could cause diversion of any of Merchant's electronic check transactions to an electronic check processor not approved by Purchaser; (v) change its arrangements with Processor or amend the Merchant Processing Agreement in any way that is adverse to Purchaser; (vi) change its arrangements with Bank or its electronic check processor or amend the Check Processing Agreement in any way that is adverse to Purchaser; (vii) add card or electronic check processing terminals; (viii) use multiple card or electronic check processing terminals; (ix) change its 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 Purchaser's interest in the Receipts; or (xi) take any action, fail to take any action, or offer any incentive—economic or otherwise—the result 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 customers to pay for Merchant's services with any means other than cards that are settled through 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 effect on the use, acceptance, or authorization of cards or electronic checks for the purchase of Merchant's services and products.

2.6 **Change of Name or Location.** Merchant will not conduct its 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 Batch Out.** Merchant will batch out Card Receipts with Processor on a daily basis.

2.8 **Estimated Certificate.** Merchant will at any time, and from time to time, upon at least one (1) day's prior notice from either Purchaser to Merchant, execute, acknowledge and deliver to such Purchaser 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 petition for bankruptcy protection under Title 11 of the United States Code, no involuntary petition for bankruptcy has been brought or is pending against Merchant, Merchant has not admitted in writing its inability to pay its debts or made a general assignment for the benefit of creditors, and no other proceeding has been instituted by or against Merchant seeking to adjudicate it insolvent or seeking reorganization, arrangement, adjustment or composition of it or its debts. Merchant does not anticipate filing any 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, 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.

2.11 **Unencumbered Receipts.** Merchant has good and marketable title to all Receipts, free and clear of any and all liabilities, liens, claims, charges, 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, Purchaser.

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

2.13 **Default Under Other Contracts.** Merchant's execution of 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, Merchant shall, if requested by Purchaser, deliver to Purchaser an executed Confession of Judgment (the "Confession of Judgment"), in the form provided by Purchaser, in favor of Purchaser in the amount of the Purchased Amount.

2.15 **Delivery of Assignment of Lease.** Merchant and each Owner/Guarantor authorize Purchaser to receive pertinent information regarding the commercial lease for the physical location(s) of Merchant's business (the "Premises") from any applicable leasing company and or agent. Merchant may be asked to deliver to Purchaser an executed Assignment of Lease assigning all of Merchant's right, title and interest in and to the Premises and under the lease for the Premises to Purchaser (the "Assignment of Lease").

2.16 **Sale of Business.** Merchant shall not sell, dispose, transfer or otherwise convey its business or assets without (i) the express prior written consent of Purchaser, and (ii) the written agreement of any purchaser or transferee assuming all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to Purchaser.

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

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/Guarantor to Purchaser herein, in the Merchant 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. EVENTS OF DEFAULT AND REMEDIES

3.1 **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant or any Owner/Guarantor violates any term, covenant or condition in this Agreement, the Merchant Security 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 Security Agreement and Guaranty or any other agreement with either Purchaser shall prove to have been incorrect, incomplete, false or misleading in any material respect when made; (c) Merchant or any Owner/Guarantor admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant or any Owner/Guarantor seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts; (d) any Owner/Guarantor sends a notice of termination of the Merchant Security Agreement and Guaranty; (e) Merchant suspends, dissolves or terminates its business; (f) Merchant sells all or substantially all of its assets; (g) Merchant makes or sends notice of any intended bulk sale or transfer by Merchant; (h) Merchant performs any act that reduces the value of the Collateral or the security interest granted in the Collateral under this Merchant Security Agreement and Guaranty; (i) any Owner/Guarantor performs any act that reduces the value of the Additional Collateral (as defined in the Merchant Security Agreement and Guaranty) or the security interest granted in the Additional Collateral under the

Merchant Security Agreement and Guaranty; or (j) Merchant or any Owner/Guarantor defaults under any of the terms, covenants and conditions of any other agreement with either Purchaser.

3.2 Remedies. 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/Guarantor's obligations hereunder, under the Merchant Security Agreement and Guaranty, or pursuant to any other legal or equitable right or remedy. Upon Purchaser's notice to Merchant of any Event of Default, the entire Purchased Amount not already paid to Purchaser shall become immediately due and payable to Purchaser. 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 wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Merchant's bank account or otherwise; (iv) Purchaser may enter the Confession of Judgment as a judgment with the appropriate Clerk of Court and execute thereon; and (v) Purchaser may exercise its rights under the Assignment of Lease. All rights, powers and remedies of Purchaser in connection with this Agreement and the Merchant 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 remedies provided by law or equity.

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

3.4 Required Notifications. Merchant and each Owner/Guarantor shall give each Purchaser written notice within 24 hours of any filing by Merchant or any Owner/Guarantor under Title 11 of the United States Code or of the occurrence of any other event described in Section 3.1(c) hereof. Merchant shall give each Purchaser seven days' written notice prior to the closing of any sale of all or substantially all of Merchant's assets or stock. Merchant shall give each Purchaser seven days' written notice prior to the suspension, dissolution or termination of its business.

3.5 Default Waiver Fee. Upon Merchant's request, Purchaser may elect in its sole discretion to waive the occurrence of an Event of Default under this Agreement or the Merchant Security Agreement and Guaranty, provided that Merchant shall pay a default waiver fee (the "Default Waiver Fee") for each such waiver in the amount of \$2,500.00 to Purchaser, which amount shall be due and payable to Purchaser on demand. Such Default Waiver Fee shall be payable for each Event of Default occurring under this Agreement or the Merchant Security Agreement and Guaranty and waived pursuant to this Section 3.5, and no such waiver 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 Purchaser's rights or remedies provided for hereunder, under the Merchant Security Agreement and Guaranty, or by law

or equity.

3.6 Processor Change Fee. Merchant shall pay a processor change fee (the "Processor Change Fee") to Purchaser in the amount of \$5,000.00 in the event that Merchant (i) uses multiple card processing terminals without the prior written consent of Purchaser, (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 Purchaser on demand, (ii) is not exclusive of, and is cumulative with, any other fee or amount paid or payable to Purchaser by Merchant pursuant to this Agreement or the Merchant Security Agreement and Guaranty; 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 Purchaser's rights or remedies provided for hereunder, under the Merchant Security Agreement and Guaranty or at law or in equity.

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

IV. MISCELLANEOUS

4.1 Modifications Agreement. No modification, amendment, or waiver of any provision of, or consent to any action under, this Agreement or the Merchant Security Agreement and Guaranty shall be effective 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 Notices. All notices, requests, consent, demands and other communications hereunder and under the Merchant Security Agreement and Guaranty shall be delivered 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 become effective only upon receipt.

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

4.5 Solicitations. Merchant and each Owner/Guarantor authorizes Purchaser and its affiliates to communicate with, solicit and /or market to Merchant and each Owner/Guarantor via regular mail, telephone, email and facsimile in connection with the provision of goods or services 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 pursuant to the federal CAN-SPAM ACT of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCPA), and any and all other state or federal laws relating to transmissions or solicitations by and any of the methods described above.

4.6 Terminated Merchant File and Match File. Merchant expressly acknowledges that a Terminated Merchant File ("TME"), or any successor therein, is maintained by MasterCard or VISA containing the

business name and names and identification of principals of merchants which have been terminated for one or more of the reasons specified in MasterCard or VISA operating regulations. Such reasons include, but are not limited to, fraud, counterfeit drafts, unauthorized transactions, excessive charge-backs and retrieval requests, money laundering, 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 FAITH.**

4.7 Binding Effect: Governing Law, Venue and Jurisdiction. This Agreement and the Merchant Security Agreement and Guaranty shall be binding upon and inure to the benefit of Merchant, each Owner/Guarantor, Purchaser 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 Merchant Security Agreement and Guaranty or any interest herein or therein without the prior written consent of Purchaser 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 Guaranty in whole or in part without prior notice to Merchant or any Owner/Guarantor. 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, action or proceeding arising hereunder or under the Merchant Security Agreement and Guaranty, or the interpretation, performance or breach hereof or thereof, shall, if Purchaser so elects, be instituted in any court sitting in New York, New York, (the "Acceptable Forum"). Each of Merchant and each Owner/Guarantor agrees that any state or federal court sitting in the Acceptable 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 or venue. Each of Merchant and each Owner/Guarantor agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts 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 transfer such suit, action or proceeding to the Acceptable Forum.

4.8 Survival of Representation, etc. All representations, warranties and covenants herein and in the Merchant Security Agreement and Guaranty shall survive the execution 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 Merchant Security Agreement and Guaranty shall have been satisfied in full and this Agreement and the Merchant Security Agreement and Guaranty 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 unenforceable in any respect, the validity, legality and enforceability

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 extent of such prohibition without invalidating the remaining provisions hereof or thereof. This Agreement and the Merchant Security Agreement and Guaranty embody the entire agreement between Merchant, each Owner/Guarantor and Purchaser and supersede all prior agreements and understandings relating to the subject matter hereof.

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 GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE ENFORCEMENT HEREOF OR THEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS.

4.12 CLASS 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: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER 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 Counterparts, Facsimile and PDF Acceptance. This Agreement and the Merchant Security Agreement and Guaranty may be executed in counterparts, each of which 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 facsimile or PDF will be treated as original signatures for all purposes.

INITIALS: 

**COLONIAL FUNDING NETWORK, INC.
FEE SCHEDULE**

Fed Wire Fee (Purchase Price): Vion Charge

ACH Transfer Fee (Purchase Price): Vion Charge

Underwriting and Origination Fee (Deducted from Purchase Price): \$4,500.00

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 LVMR — estimate \$500.00 to \$750.00 maximum

INITIALS: 

**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 plus the \$500,000 shortfall from month one (and the 7% Specified Percentage in month two would apply to the remaining \$500,000 in month two revenues) and (ii) if revenues were \$2,000,000 in month one, \$2,000,000 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 (and the 7% Specified Percentage 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 SECURITY AGREEMENT AND GUARANTY

Merchant's Legal Name: **Murder Inc., LLC** D/B/A: **The Las Vegas Mob Experience**
Physical Address: **3801 Las Vegas Boulevard South** City: **Las Vegas** State: **Nevada** Zip: **89109**

SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to Purchaser under the Merchant Cash Advance Agreement between Merchant and Purchaser (the "Merchant Agreement"), Merchant hereby grants to Purchaser a security interest in all personal property of Merchant, including all accounts, chattel paper, deposit accounts, documents, equipment, general intangibles, instruments, inventory, or livestock property, as those terms are defined in Article 9 of the Uniform Commercial Code of the State of New York as amended (the "UCC"), whether now or hereafter owned or acquired by Merchant and wherever located; and all proceeds of such property, as that term is defined in Article 9 of the UCC (collectively, the "Collateral").

Grant of Collateral. To secure Guarantor's payment and performance obligations to Purchaser under this Merchant Security Agreement and Guaranty (this "Agreement"), each Guarantor hereby grants to Purchaser a security interest in (NOT APPLICABLE) (the "Additional Collateral").

Each Guarantor agrees and acknowledges that Purchaser will have a security interest in the above Additional Collateral upon execution of this Agreement.

Each of Merchant and each Guarantor agrees to execute any documents or take any action in connection with this Agreement as either Purchaser deems necessary to perfect or maintain Purchaser's first priority security interest in the Collateral and Additional Collateral, including the execution of any control agreements. Each of Merchant and each Guarantor hereby authorizes each Purchaser to file any financing statements deemed necessary by such Purchaser to perfect or maintain Purchaser's security interest which financing statements may contain recitations that Merchant and each Guarantor have granted a negative pledge to Purchaser with respect to the Collateral and Additional Collateral, and that any subsequent filing may be tortiously interfering with Purchaser's rights. Merchant and each Guarantor shall be jointly and severally liable for and shall pay to each Purchaser upon demand all costs and expenses, including but not limited to attorney's fees, which may be incurred by such Purchaser in protecting, preserving and enforcing Purchaser's security interest and rights.

Negative Pledge. Each of Merchant and each Guarantor agrees not to create, issue, assign, 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.

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

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

GUARANTY

Performance Guaranty. Each undersigned Guarantor ("Guarantor") hereby unconditionally guarantees to Purchaser the payment and performance by Merchant of all of its obligations under this Agreement and the Merchant Agreement, as such obligations may be renewed, extended, amended or otherwise modified from time to time (the "Guaranteed Obligations"). Guarantor shall be liable for and Purchaser may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by Purchaser in connection with the collection of any or all of the Guaranteed Obligations from Guarantor or the enforcement of this Agreement.

Guarantor's Release. In the event that Merchant fails to make a payment when due or otherwise perform under the Merchant Agreement, Purchaser may enforce its rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral or Additional Collateral. Purchaser may hold payment to this Agreement or any other guaranty.

Purchaser does not have to notify Guarantor of any of the following events and Guarantor will not be released from any of its obligations under this Agreement if it is not notified of: (i) Merchant's failure to pay timely any amount owed under the Merchant Agreement; (ii) any material or adverse change in Merchant's financial condition or business operations; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations, including without limitation the Collateral or Additional Collateral, or any other guarantee of the Guaranteed Obligations; (iv) Purchaser's acceptance of this Agreement; or (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to Purchaser. In addition, Purchaser may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement: (i) move, amend or otherwise modify the Merchant Agreement or Merchant's other obligations to Purchaser; (ii) release Merchant from its obligations to Purchaser; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations, including without limitation the Collateral or Additional Collateral, in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Purchased Amount and Merchant's other obligations to Purchaser under the Merchant Agreement and this Agreement are paid and performed in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor, for any amounts paid by it, or sets performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that Purchaser must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that guarantor has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Agreement shall include that amount. Guarantor agrees that its obligation under this Agreement shall be irrevocable and shall be unconditional, irrespective of any circumstances that might otherwise operate as a legal or equitable discharge of a guarantor or a defense of a guarantor.

Guarantor Acknowledgment. Guarantor acknowledges that: (i) he/she understands the seriousness of the provisions of this Agreement and that any misrepresentation may constitute fraud; (ii) he/she has had a full opportunity to consult with counsel of his/her choice; and (iii) he/she has executed with intent of his/her choice or has decided not to avail himself/herself of that opportunity.

Joint and Several Liability. The obligations hereunder of each Guarantor are joint and several.

THE TERMS, DEFINITIONS, CONDITIONS AND OBLIGATIONS SET FORTH IN THE ATTACHED VARIOUS AGREEMENTS, INCLUDING THE
INVESTMENT CONTRACT, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND MADE A PART OF THE AGREEMENT.
CAPITALIZED TERMS ARE DEFINED IN THE ATTACHED VARIOUS AGREEMENTS. THE ENTIRE AGREEMENT BETWEEN THE PARTIES
HEREIN, INCLUDING THE INVESTMENT CONTRACT, IS HEREBY CONFIRMED AND THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS
HEREIN.

AGREEMENT

By: Raymond M. [illegible]
(Print Name and Title)

For:

By: [illegible]
(Print Name and Title)

For:

Witnessed by:

By: [illegible]
(Print Name)

For:

Witnessed by:

By: [illegible]
(Print Name)

For:

By: [illegible]
(Print Name)

[illegible signatures and stamps]

EXHIBIT 3

EXHIBIT 3



Contract# 18735
Sales Partner:

MERCHANT CASH ADVANCE AGREEMENT

Agreement dated March 14, 2011 between Strategic Funding Source Inc. ("SFSI") and the merchant listed below ("the Merchant").
(Month) (Day) (Year)

MERCHANT INFORMATION

Merchant's Legal Name: Murder Inc., LLC
D/B/A: The Las Vegas Mob Experience State of Incorporation/Organization: _____
Type of entity (check one) ☐ Corporation ☐ Limited Liability Company ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Sole Proprietor
Physical Address: 3901 Las Vegas Blvd South Suite A City Las Vegas State NV Zip 89109
Mailing Address: 3455 W Reno Avenue City _____ State NV Zip 89118
Date business started (mm/yy): _____ Federal ID# _____
Monthly Total Sales _____ Monthly Card Sales _____ Monthly Cash Sales _____

PURCHASE AND SALE OF FUTURE RECEIVABLES

Merchant hereby sells, assigns and transfers to SFSI (making SFSI the absolute owner) in consideration of the purchase price ("Purchase Price") specified below, all of Merchant's future accounts, contract rights and other obligations arising from or relating to the payment of monies from Merchant's customers' use of cards (the "Receipts" defined as all credit cards, debit cards and any other medium of charge or card payment used in the ordinary course of the Merchant's business), for the payment of Merchant's sale of goods or rendition of services until the amount specified below (the "Purchase Amount") has been delivered by Merchant to SFSI.

The Purchase Amount shall be paid to SFSI by Merchant's irrevocably authorizing only one card processor acceptable to SFSI (the "Processor") to remit the percentage specified below (the "Specified Percentage") of the Merchant's settlement amounts due from each card issuer with respect to the Receipts, until such time as SFSI receives payment in full of the Purchase Amount. SFSI may, upon Merchant's request, extend the time for any payment due under this Agreement for such time as SFSI, in its sole discretion, deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between SFSI and Merchant, upon the occurrence of an Event of Default under Section 4 of the MERCHANT CASH ADVANCE AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%.

Purchase Price: \$ 400,136.62 Specified Percentage: 10 % Receipts Purchase Amount: \$ 620,176.31

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT CASH ADVANCE AGREEMENT TERMS AND CONDITIONS", THE "MERCHANT SECURITY AGREEMENT AND GUARANTY" AND "ADMINISTRATIVE FORM" (Note: If there is a separate Administrative Form) ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS AGREEMENT.

MERCHANT#1
By Louis Ventre / President (Signature) Sign Here
(Print Name and Title)
MERCHANT#2
By Jay Bloom / Owner (Signature) Sign Here
(Print Name and Title)
OWNER/GUARANTOR #1
By Louis Ventre (Signature) Sign Here
(Print Name)
OWNER/GUARANTOR #2
By Jay Bloom (Signature) Sign Here
(Print Name)
STRATEGIC FUNDING SOURCE, INC.
By (Signature) Associate Name _____
(Strategic Funding Source, Inc. Officer) (Signature)

Each of above-signed Merchant and Owner/Guarantor represents that he or she is authorized to sign this Agreement for Merchant and that the information provided herein and in all of SFSI's forms is true, accurate and complete in all respects. SFSI may produce a monthly statement reflecting the delivery of the Specified Percentage of Receipts from Merchant via Processor.

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

MERCHANT CASH ADVANCE AGREEMENT TERMS AND CONDITIONS

1. TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Processor Agreement. Merchant shall execute an agreement (the "Merchant Processor Agreement") acceptable to SPSI, with a Processor acceptable to SPSI, to obtain card processing services. Merchant shall authorize Processor to deduct the amounts owed to SPSI 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 SPSI pursuant to SPSI's instructions to Processor. The authorization shall be irrevocable without the written consent of SPSI. Processor may rely upon the instructions of SPSI, without any independent verification, in making such deductions and payments, and the Merchant waives 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 SPSI's instructions.

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

1.3 Future Payments. SPSI reserves the right to rescind the offer to make promised payments hereunder, in its sole discretion.

1.4 Bridge / Control Account. Merchant may be required to open a new bank account into which the Specified Percentage of the settlement amounts will be deposited (the "Bridge / Control Account"). Merchant appoints SPSI as "Acting Agent" over the Bridge / Control Account, and shall instruct the Processor to designate the Bridge / Control Account as the depository account for all card transactions. Merchant assumes all responsibility for all fees, costs, charge-backs or suspicious items processed through the Bridge / Control Account (See "Miscellaneous Service Fee" paragraph 3.7). Merchant agrees to maintain a minimum balance in the Bridge / Control Account (the "Minimum Balance") equal to the per-month average of all fees charged to Merchant by Processor, averaged over a six-month period.

1.5 Financial Condition. Owner/Guarantor and Merchant authorize SPSI, its agents and representatives and any credit reporting agency engaged by SPSI, to investigate their creditworthiness, financial responsibility and history, and they agree to provide SPSI any financial statements, tax returns, references, or other financial information, or SPSI deems necessary prior to or after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of credit and financial information. Merchant and Owner/Guarantor authorize SPSI to update their credit and financial profile from time to time in the future, as SPSI deems appropriate. An investigative or consumer report may be made in connection with this Agreement.

1.6 Informational History. Merchant authorizes the Processor to provide SPSI with Merchant's card history.

1.7 Indemnification. Merchant and each Owner/Guarantor jointly and severally indemnify and hold Processor harmless, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by SPSI for monies owed to SPSI from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by

SPSI.

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

1.9 Release of Terms. Sections 1.1, 1.7, 1.8, 2.3, and 4.4 of this Agreement are agreed to for the benefit of Merchant, SPSI and Processor, and notwithstanding the fact that Processor is not a party of this Agreement, Processor may rely upon their terms and enforce them as a defense in any action.

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

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

1.12 Priorities of Information. Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner/Guarantor, in respect of himself or herself personally, authorize SPSI to disclose to any third party information concerning Merchant's and each Owner/Guarantor's credit standing (including credit bureau reports that SPSI obtains) and business conduct. Merchant and each Owner/Guarantor hereby waive to the maximum extent permitted by law any claim for damages against SPSI or any of its affiliates relating to any (i) investigation undertaken by or on behalf of SPSI as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

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

1.14 Publicity. Merchant and each Owner/Guarantor authorize SPSI to use its, his or her name in a listing of clients and in advertising and marketing materials.

1.15 FRI/FA's. Merchant hereby acknowledges and agrees that SPSI may be using "doing business as" or "d/b/a" names in connection with various entities relating to the transaction between SPSI and Merchant, including the filing of UCC-1 financing statements and other notices or filings.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

2.1 Financial Condition and Financial Information. Its financial statements, copies of which have been furnished to SPSI, and future statements which will be furnished hereafter at the request of SPSI, truly represent the financial condition of Owner/Guarantor and Merchant at such dates, and also show that there has been no material adverse change, financial or otherwise, in such condition, operation or ownership of Merchant. Merchant has a continuing, affirmative obligation to advise SPSI of any material adverse change in its financial condition, operation or ownership. Merchant's failure to do so is a material breach of this Agreement.

2.2 Governmental Approvals. Merchant is in compliance and shall comply with (i) laws and laws and 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 execute this Agreement and to incur and perform the obligations under this Agreement, all of which have been duly authorized.

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

2.5 Merchant Processor Agreement and Arrangements. Without SPSI's prior written consent, Merchant will not (i) change the card processor through which the major cards are settled from Processor to another card processor; (ii) permit any event to occur that could cause diversion of any of Merchant's card transactions from Processor to another processor; (iii) change its arrangements with Processor or amend the Merchant Processor Agreement in any way that is adverse to SPSI; (iv) add card processing terminals; (v) use multiple card processing terminals; (vi) change its financial institution or bank account(s) (including the Bridge Account); (vii) take any other action that could have any adverse effect upon Merchant's obligations under this Agreement; or (viii) take any action, fail to take any action, or offer any incentive—economically or otherwise—the result of which will be to discourage the use of cards that are settled through Processor, or to

induce any customers to pay for Merchant's services with any means other than funds that are settled through Processor, at present any event to occur that could have an adverse effect on the use, acceptance, or authorization of cards for the purchase of Merchant's services and products. Any such change, action or inaction shall be a material breach of this Agreement.

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

2.7 Daily Batch Cuts. Merchant will batch out receipts with the Processor as a daily batch.

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

2.9 No Bankruptcy. As of the date of this Agreement, Merchant has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Merchant. Merchant further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it.

2.10 Standstill Credit Facilities. 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 credit against, Receipts or future card sales with any party other than SPSI.

2.11 Uninterrupted Receipts. Merchant has good and marketable title to all Receipts, free and clear of any and all liabilities, liens, claims, charges, 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, SPSI.

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

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

2.14 Delivery of Certificate of Judgment. Upon execution of this Agreement, Merchant shall deliver to SPSI an executed Certificate of Judgment, in the form provided by SPSI, in favor of SPSI in the amount of the Purchased Price.

2.15 Delivery of Assignment of Lease. Merchant and Owner/Guarantor authorizes SPSI to receive pertinent information regarding the commercial lease for the physical location of Merchant's business (the "Premises") from any applicable leasing company and/or agent. Upon execution of this Agreement, Merchant shall deliver to SPSI an executed Assignment of Lease covering the Premises in favor of SPSI.

2.16 Sale of Business. Merchant shall not sell, dispose, transfer or otherwise convey its business or assets without (i) the express prior written consent of SPSI, and (ii) the written agreement of any purchaser or transferee assuming all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to SPSI.

2.17 Bridge Account. Merchant will not take any action to cause the Specified Percentage of the settlement amounts to be applied or delivered to any account other than the Bridge Account. Merchant will maintain a Minimum Balance in the Bridge Account.

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/Guarantor to SPSI herein, in the Security Agreement and Guaranty, and in all other SPSI forms is true, accurate and complete in all respects.

III. EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant or Owner/Guarantor violates any term, covenant or condition in this Agreement or the Security Agreement and Guaranty; (b) any representation or warranty by Merchant or Owner/Guarantor in this Agreement or the Security Agreement and Guaranty shall prove to have been incorrect, incomplete, false or misleading in any material respect when made; (c) Merchant or Owner/Guarantor admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant or Owner/Guarantor seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts; (d) Owner/Guarantor sends a notice of termination of the Security Agreement and Guaranty; (e) Merchant suspends, disavows or terminates its business; (f) Merchant sells all or substantially all of its assets; (g) Merchant makes or sends notice of any intended bulk sale or transfer by Merchant; (h) Merchant performs any act that reduces the value of the Collateral or the security interest granted in the Collateral under the Merchant Security Agreement and Guaranty; (i) Owner/Guarantor performs any act that reduces the value of the Additional Collateral (as defined in the Merchant Security Agreement and Guaranty) or the security interest granted in the Additional Collateral under the Merchant Security Agreement and Guaranty; or (j) Merchant or Owner/Guarantor defaults under any of the terms, covenants and conditions of any other agreement with SPSI.

3.2 Remedies. Upon the occurrence of an Event of Default that is not waived pursuant to Section 4.4 hereof, SPSI 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 agreement, agreement or other provision contained herein, or to enforce the discharge of Merchant's and Owner/Guarantor's obligations hereunder, under the Security Agreement and Guaranty, or pursuant to any other legal or equitable right or remedy. Upon SPSI's notice to Merchant of any Event of Default, the entire Purchase Price not already repaid to SPSI shall become immediately due and payable to SPSI. In addition, upon an Event of Default (i) SPSI may enforce the provisions of the Security Agreement and Guaranty against the Owner/Guarantor; (ii) SPSI may enforce its security interest in the Collateral and Additional Collateral; (iii) SPSI may debit Merchant's depository accounts wherever situated by means of ACH debit or similar signature on a computer-generated check drawn on Merchant's bank account or otherwise; (iv) SPSI may enter the Certification of Judgment as a judgment with the appropriate Clerk of Court and execute thereon; and (v) SPSI may exercise its rights under the Assignment of Lease. All rights, powers and remedies of SPSI in connection with this Agreement and the Security Agreement and Guaranty may be

exercised at any time by SPSI after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

3.3 Costs. Merchant and Owner/Guarantor shall pay to SPSI all reasonable costs associated with (a) a breach by Merchant or Owner/Guarantor of the representations, warranties and covenants in this Agreement and the Security Agreement and Guaranty and the enforcement thereof, and (b) the enforcement of SPSI's remedies set forth in Section 3.2 above, including but not limited to court costs and attorneys' fees.

3.4 Required Notifications. Merchant and Owner/Guarantor are required to give SPSI written notice within 24 hours of any filing by Merchant or Owner/Guarantor under Title 11 of the United States Code. Merchant is required to give SPSI seven days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets or stock. Merchant is required to give SPSI seven days' written notice prior to the suspension, dissolution or termination of its business.

3.5 Default Waiver Fee. Upon Merchant's request, SPSI may elect in its sole and absolute discretion to waive the occurrence of an Event of Default under this Agreement or the Merchant Security Agreement and Guaranty, provided that Merchant shall pay a Default Waiver Fee for each such waiver in the amount of \$2,500.00 to SPSI, which amount shall be due and payable to SPSI on demand. Such Default Waiver Fee shall be payable for each Event of Default occurring under this Agreement or the Merchant Security Agreement and Guaranty and waived pursuant to this Section, and no such waiver of an Event of Default shall in any way be construed as a waiver by SPSI of any other occurrence of an Event of Default, or as otherwise limiting SPSI's rights or remedies provided for hereunder, under the Merchant Security Agreement and Guaranty, or by law or equity.

3.6 Promissor Change Fee. Merchant shall pay to SPSI \$5,000.00 in the event that Merchant (i) uses multiple card processing terminals without the prior written consent of SPSI, or (ii) changes its card processor without the prior written consent of SPSI. Such Promissor Change Fee (i) shall be due and payable to SPSI on demand, (ii) is not exclusive of, and is cumulative with, any other fee or amount paid or payable to SPSI by Merchant pursuant to this Agreement or the Merchant Security Agreement and Guaranty, 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 SPSI's rights or remedies provided for hereunder, under the Merchant Security Agreement and Guaranty or at law or in equity.

3.7 Minimum Service Fee. Merchant shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be charged \$30.00 for a Fed Wire or \$12.50 for a bank ACH. Credit charges for the underwriting and origination of each Merchant Agreement is \$355.00 paid from the funded account. If Merchant is utilizing a Bridge / Control Account there is a one time, upfront fee of \$355.00 for the related bank and administrative costs of maintaining the account. For each Merchant Agreement contract, Fund transfers from Bridge / Control Accounts to Merchant's operating bank account will be charged \$7.50 per month ACH. Merchant will be charged \$35.00 for every additional change of their operating bank account once they are active with SPSI. Additional copies of prior monthly statements will incur a fee of \$10.00 each.

INITIALS: 

IV. MISCELLANEOUS

4.1 **Modifications: Agreements.** No modification, amendment, waiver or consent of any provision of this Agreement or the Merchant Security Agreement and Guaranty shall be effective unless the same shall be in writing and signed by SPFI.

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

4.3 **Notice.** All notices, requests, consent, demands and other communications hereunder and under the Merchant Security Agreement and Guaranty shall be delivered 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 become effective only upon receipt.

4.4 **Waiver Remedies.** No failure on the part of SPFI to exercise, and no delay in exercising, any right under this Agreement or the Merchant Security Agreement and Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement or the Merchant Security Agreement and Guaranty preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder and under the Merchant Security Agreement and Guaranty are cumulative and not exclusive of any remedies provided by law or equity.

4.5 **Relationships.** Merchant and each Owner/Guarantor understands SPFI and its affiliates to communicate with, solicit and for market to Merchant and each Owner/Guarantor via regular mail, telephone, email and facsimile in connection with the provision of goods or services by SPFI, its affiliates or any third party that SPFI shares, franchises, exchanges, disposes or provides information with and will hold SPFI, its affiliates and each third party harmless against any and all claims pursuant to the Federal CAN-SPAM ACT of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCPA), and any and all other states of federal laws relating to transmissions or solicitations by and any of the methods described above.

4.6 **Terminated Merchant File and Match File.** Merchant expressly acknowledges that a Terminated Merchant File ("TMF") or any successor thereof, is maintained by MasterCard or VISA containing the business name and names and identification of principals of merchants which have been terminated for one or more of the reasons specified in MasterCard or VISA operating regulations. Such reasons include, but are not limited to, fraud, counterfeit drafts, unauthorized transactions, excessive charge-backs and retrieval requests, money laundering, or where a high security risk exists. MERCHANT ACKNOWLEDGES THAT PROCESSOR AND SPFI ARE REQUIRED TO REPORT THE BUSINESS NAME OF THE 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 SPFI AND RELEASES EACH FROM ANY DAMAGES FOR DOING SO IN GOOD FAITH.

4.7 **Binding Effect: Governing Law, Venue and Jurisdiction.** This Agreement and the Merchant Security Agreement and Guaranty shall be binding upon and have to the benefit of Merchant, Owner/Guarantor, SPFI and their respective successors and assigns, except that Merchant and Owner/Guarantor shall not have the right to assign their rights hereunder, under the Merchant Security Agreement and Guaranty

or any interest herein or therein without the prior written consent of SPFI which consent may be withheld in SPFI's sole discretion. SPFI reserves the right to assign this Agreement and the Security Agreement and Guaranty with or without prior written notice to Merchant and Owner/Guarantor. This Agreement and the 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 principles of conflicts of law. Any suit, action or proceeding arising hereunder or under the Security Agreement and Guaranty, or the interpretation, performance or breach hereof or thereof, shall, if SPFI so elects, be instituted in any court sitting in New York, New York, (the "Acceptable Forum"). Merchant and Owner/Guarantor agree that the Acceptable Forum is convenient to them, and submit to the jurisdiction of the Acceptable Forum and waive any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant and Owner/Guarantor waive any right to oppose any motion or application made by SPFI to transfer such proceeding to an Acceptable Forum.

4.8 **Survival of Representations, etc.** All representations, warranties and covenants herein and in the Security Agreement and Guaranty shall survive the execution and delivery of this Agreement and the Security Agreement and Guaranty and shall continue in full force until all obligations under this Agreement and the Security Agreement and Guaranty shall have been satisfied in full and this Agreement and the Security Agreement and Guaranty shall have terminated.

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

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

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 THE TRANSACTIONS OF WHICH THIS AGREEMENT AND THE SECURITY AGREEMENT AND GUARANTY IS A PART OR THE ENFORCEMENT HEREOF OR THEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

4.12 **CLASS ACTION WAIVER.** THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST ANOTHER PARTY, THE PARTIES HEREBY

AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR THE 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 **Excluded and PDF Acknowledgment.** Facsimile and PDF signatures shall be deemed acceptable for all purposes

H. J. [Signature]
1/18/14

EXHIBIT 4

EXHIBIT 4

STRATEGIC FINANCING SOURCE, INC. - MERCHANT SECURITY AGREEMENT AND GUARANTY

Merchant's Legal Name: Murger Inc. LLC D/B/A: The Last Vegas Mob Experience
 Physical Address: 3801 Las Vegas Blvd South Suite A City: Las Vegas State: NV Zip: 89109
 Federal ID# _____

SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to SFPI under the Merchant Cash Advance Agreement (the "Merchant Agreement"), Merchant hereby grants to SFPI a security interest in (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as such items are defined in Article 9 of the Uniform Commercial Code of the State of New York as amended (the "UCC") now or hereafter enacted or adopted by Merchant and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the "Collateral").

Grant-Collateral. To secure Guarantor's payment and performance obligations to SFPI under this Security Agreement and Guaranty (the "Agreement"), Guarantor hereby grants SFPI a security interest in _____

(the "Additional Collateral"). Guarantor understands that SFPI will have a security interest in the Additional Collateral upon execution of this Agreement.

Merchant and Guarantor each agree to execute any documents or take any action in connection with this Agreement as SFPI deems necessary to perfect or maintain SFPI's first priority security interest in the Collateral and Additional Collateral, including the execution of any control agreements. Merchant and Guarantor each hereby authorize SFPI to file any financing statements deemed necessary by SFPI to perfect or maintain SFPI's security interest, which financing statements may include information that Merchant and Guarantor have granted a negative pledge to SFPI with respect to the Collateral and Additional Collateral, and that any subsequent loan may be lawfully interfering with SFPI's rights. Merchant and Guarantor shall be liable for and SFPI may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by SFPI in perfecting, preserving and enforcing SFPI's security interest and rights. Any financing statement will state that the sale of the Personal Assets from the Receipts is intended to be a sale and not an assignment for security.

Not to Prejudice. Merchant and Guarantor each agree not to create, lease, assign, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral or Additional Collateral as applicable.

Consent to Entry of Receivers and Assigns. SFPI shall have the right to cure Merchant's default in the payment of debt on the following terms. In the event Merchant is served with papers in an action against Merchant for nonpayment of debt or for summary judgment, SFPI may exercise its rights and remedies under the Assignment of Loans. Merchant also agrees that SFPI may enter into an agreement with Merchant's lender giving SFPI the right (a) to enter Merchant's premises and to take possession of the fixtures and equipment therein for the purpose of perfecting and preserving same, and (b) to assign Merchant's loan to another qualified merchant capable of securing a business comparable to Merchant's at such location.

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

GUARANTY

Enforceable Guaranty. The undersigned Guarantor(s) jointly guarantee to SFPI Merchant's payment and performance of all of the representations, warranties, covenants made by Merchant in this Agreement and the Merchant Agreement, as each agreement may be amended, amended, attached or otherwise modified (the "Guaranteed Obligations").

Guarantor's Warranty. In the event that Merchant fails to make a payment when due or to perform its performance under the Merchant Agreement, SFPI may exercise its rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral or Additional Collateral SFPI may hold payment to its Agreement or any other guarantor.

SFPI does not hereby warrant or represent that any of the following events and Guarantor will not be released from its obligations under this Agreement if it is notified of (i) Merchant's failure to pay timely any amount owed under the Merchant Agreement; (ii) any material or adverse change in Merchant's financial condition or business operations; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) SFPI's assignment of this Agreement; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to SFPI. In addition, SFPI may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement: (i) renew, extend or otherwise modify the Merchant Agreement or Merchant's other obligations to SFPI; (ii) release Merchant from its obligations to SFPI; (iii) sell, assign, lease, or otherwise dispose of or otherwise dispose of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or prejudices the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Personal Assets and Merchant's other obligations to SFPI under the Merchant Agreement and this Agreement are paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amount paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor for any amount paid by it, or its predecessor by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that SFPI must seek reimbursement from Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, then such a proceeding under this Agreement shall include that payment.

Guarantor Acknowledgment. Guarantor acknowledges that (i) it has understood the substance of the provisions of this Agreement and any other representations only as stated above; (ii) it has had a full opportunity to consult with counsel of its choice; and (iii) it has understood that it cannot be held liable for its choice or has decided not to seek reimbursement of that opportunity.

Joint and Several Liability. The obligations hereunder of the person or persons constituting Guarantor under this Agreement are joint and several.

THE TERMS, REPRESENTATIONS, COVENANTS AND INFORMATION SET FORTH IN THE "MERCHANT CASH ADVANCE AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS" ARE HEREBY INCORPORATED IN AND MAKE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT REPEATED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT CASH ADVANCE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

INITIALS:

MERCHANT #1
By Louis Vento / President
(Print Name and Title)
RSE [Redacted]

[Signature]
(Signature)
Driver's License Number 1803794122 Sign Here

MERCHANT #2
By Jay Bloom / Owner
(Print Name and Title)
RSE [Redacted]

[Signature]
(Signature)
Driver's License Number 1803200821 Sign Here

OWNER/MANANTOR #1
By Louis Vento
(Print Name and Title)
RSE [Redacted]

[Signature]
(Signature)
Driver's License Number 1803794122 Sign Here

OWNER/MANANTOR #2
By Jay Bloom
(Print Name and Title)
RSE [Redacted]

[Signature]
(Signature)
Driver's License Number 1803200821 Sign Here

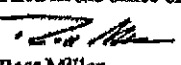
EXHIBIT 5

EXHIBIT 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional): Phone: (800) 331-3282 Fax: (818) 862-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	
20385 STRATEGIC FUND 27381402 NVNV	

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 2011004960-3 Filing Date and Time 03/01/2011 3:11 PM
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names.				
1a. ORGANIZATION'S NAME MURDER INC., LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3601 Las Vegas Blvd South Suite A		CITY Las Vegas	STATE NV	POSTAL CODE 89109
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION NV	1g. ORGANIZATIONAL ID #, if any E0163942009-1 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME The Las Vegas Mob Experience				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 3601 Las Vegas Blvd South Suite A		CITY Las Vegas	STATE NV	POSTAL CODE 89109
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION DBA	2f. JURISDICTION OF ORGANIZATION NV	2g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Strategic Funding Source, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1601 Broadway, Suite 360		CITY New York	STATE NY	POSTAL CODE 10036

4. This FINANCING STATEMENT covers the following collateral:

All of the personal property of the Debtor. A PURCHASE OF OR SECURITY INTEREST IN ANY OF THE COLLATERAL DESCRIBED IN THIS FINANCING STATEMENT WILL VIOLATE THE RIGHTS OF THE SECURED PARTIES

5. ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEY/BAILEY	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable).						
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)						
8. OPTIONAL FILER REFERENCE DATA						
27381402						

15928

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel: (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

27381402-NV-0

20385 STRATEGIC FUND

File with: Nevada 15928

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTION	ADDITIONAL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
11g. ORGANIZATIONAL ID#, if any			<input type="checkbox"/> NONE

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME Vion Operations LLC			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS 400 Interstate North Parkway Suite 800		CITY Atlanta	STATE POSTAL CODE COUNTRY GA 30339

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-abstracted
cottonland or is filed as a ☐ future filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate
(If Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-House Transaction
- ☐ Filed in connection with a Public-Finance Transaction

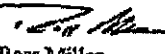
EXHIBIT 6

EXHIBIT 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	
20385 STRATEGIC FUND	27381558
CT Lien Solutions	NV/NV
P.O. Box 29071	
Glendale, CA 91209-9071	

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 2011004994-4 Filing Date and Time 03/01/2011 3:33 PM
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME MURDER INC., LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3801 Las Vegas Blvd South Suite A		CITY Las Vegas	STATE NV	POSTAL CODE 89109
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION NV
			1g. ORGANIZATIONAL ID #, if any E0163942009-1	<input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME The Las Vegas Mob Experience				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 3801 Las Vegas Blvd South Suite A		CITY Las Vegas	STATE NV	POSTAL CODE 89109
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION DBA	2f. JURISDICTION OF ORGANIZATION NV
			2g. ORGANIZATIONAL ID #, if any	<input checked="" type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SIP) - Insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Strategic Funding Source, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1801 Broadway, Suite 360		CITY New York	STATE NY	POSTAL CODE 10036
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All right, title and interest of the debtor (Seller) in and to certain accounts, contract rights, instruments, payment intangibles, and other rights to payment sold by the Debtor (Seller) to the Secured Parties (Buyers) from time to time pursuant to that certain Merchant Cash Advance Agreement dated as February 25, 2011 (as amended, supplemented, restated or otherwise modified from time to time) between the Debtor (Seller) and the Secured Parties (Buyers), and all proceeds of the foregoing. A PURCHASE OF OR SECURITY INTEREST IN ANY OF THE COLLATERAL DESCRIBED IN THIS FINANCING STATEMENT WILL VIOLATE THE RIGHTS OF THE SECURED PARTIES (BUYERS).

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSOR/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILEE	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AS, LSH	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Acknowledgment (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)	All Debtors	Debtor 1	Debtor 2		
8. OPTIONAL FILER REFERENCE DATA						
27381558						

15928

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel: (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

27381558-NV-0

20385 STRATEGIC FUND

File with: Nevada

15928

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONADDL INFO RE
ORGANIZATION
DEBTOR**11e. TYPE OF ORGANIZATION****11f. JURISDICTION OF ORGANIZATION****11g. ORGANIZATIONAL ID #, if any**☐ NONE**12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

Vion Operations LLC

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

400 Interstate North Parkway Suite 800

CITY

Atlanta

STATE

GA

POSTAL CODE

30330

COUNTRY

13. This FINANCING STATEMENT covers ☐ items to be sold or ☐ an extracted collateral or is filed as a ☐ future filing.**14. Description of real estate:****15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):****16. Additional collateral description:****17. Check only if applicable and check only one box.**Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate**18. Check only if applicable and check only one box.**☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured Home Transaction☐ Filed in connection with a Public Finance Transaction

EXHIBIT 7

EXHIBIT 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

SALLY ZOLA 775-884-8300

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

SALLY ZOLA
KAEMPFER CROWELL RENSHAW GRONAUER &
FIORENTINO
510 W. FOURTH STREET
CARSON CITY, NV 89703

Filed in the office of

Document Number

2011006835-0

Filing Date and Time

03/21/2011 3:00 PM

Ross Miller
Secretary of State
State of Nevada

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MURDER INC, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3455 WEST RENO AVENUE, SUITE A

CITY
LAS VEGAS

STATE
NV

POSTAL CODE
89118

COUNTRY

1d. RECEIVING INSTRUCTIONS

ADD INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
LLC

1f. JURISDICTION OF ORGANIZATION
NEVADA

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. RECEIVING INSTRUCTIONS

ADD INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR (SP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
GO GLOBAL CAPITAL CORP.

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

55 YORK STREET, SUITE 1400

CITY

TORONTO

STATE

POSTAL CODE

M5H 1H7

COUNTRY

CAN

4. THIS FINANCING STATEMENT covers the following collateral:

THE FOLLOWING PROPERTIES, ASSETS AND RIGHTS OF THE DEBTOR, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR ARISING, AND ALL PROCEEDS AND PRODUCTS THEREOF: ALL PERSONAL AND FIXTURE PROPERTY OF EVERY KIND AND NATURE INCLUDING WITHOUT LIMITATION ALL GOODS (INCLUDING INVENTORY, EQUIPMENT AND ANY ACCESSORIES THEREON), INSTRUMENTS (INCLUDING PROMISSORY NOTES), DOCUMENTS, ACCOUNTS (INCLUDING HEALTH-CARE-INSURANCE RECEIVABLES), CHATTEL PAPER (WHETHER TANGIBLE OR ELECTRONIC), DEPOSIT ACCOUNTS, LETTER-OF-CREDIT RIGHTS (WHETHER OR NOT THE LETTER OF CREDIT IS EVIDENCED BY A WRITING), COMMERCIAL TORY CLAIMS, SECURITIES AND ALL OTHER INVESTMENT PROPERTY, SUPPORTING OBLIGATIONS, ANY OTHER CONTRACT RIGHTS OR RIGHTS TO THE PAYMENT OF MONEY, INSURANCE CLAIMS AND PROCEEDS, AND ALL GENERAL INTANGIBLES (INCLUDING ALL PAYMENT INTANGIBLES). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COLLATERAL SHALL INCLUDE THE INTERESTS OF DEBTOR IN THAT CERTAIN PERSONAL PROPERTY LEASE AGREEMENT, EXECUTED ON APRIL 14, 2009, BETWEEN DEBTOR AND ROBERT BRIGHT.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILO ☐ SELLER/BUYER ☐ AS LIEN ☐ NON-UCPLING ☐
6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ☐ 7. Check to REQUEST SEARCH REPORT (to) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 ☐
8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)