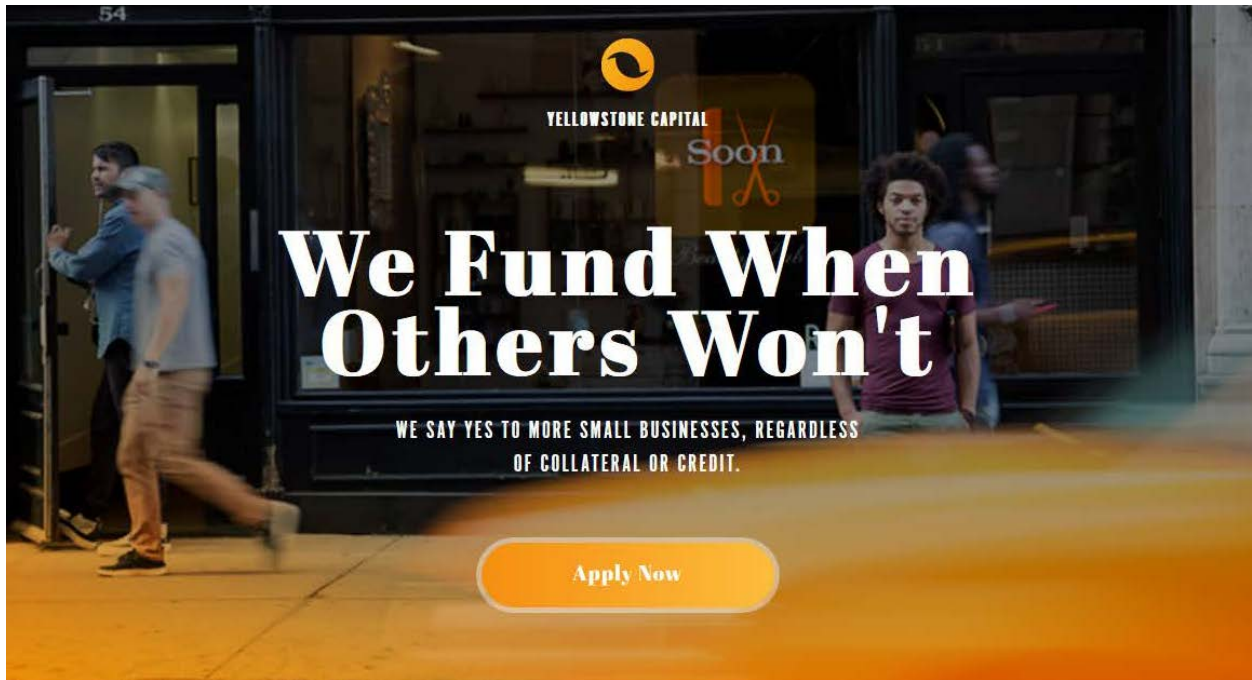


EXHIBIT A



54

YELLOWSTONE CAPITAL

Soon

We Fund When Others Won't

WE SAY YES TO MORE SMALL BUSINESSES, REGARDLESS OF COLLATERAL OR CREDIT.

Apply Now

The advertisement features a blurred background of a city street with people walking past a storefront. The storefront has a sign that says 'Soon' and a logo for 'YELLOWSTONE CAPITAL' which is a yellow circle with a black shape inside. The text 'We Fund When Others Won't' is overlaid in large white letters. Below it is a smaller line of text: 'WE SAY YES TO MORE SMALL BUSINESSES, REGARDLESS OF COLLATERAL OR CREDIT.' At the bottom center is a yellow rounded rectangle with the text 'Apply Now'.

EXHIBIT B



APPLY FOR BUSINESS FINANCING TODAY

Name... Email...

Company... Phone...

State*

Monthly Gross Sales*

Monthly Credit Card Sales*

Merchant Cash Advances are better than business loans

[Complete the Full Application Here](#)

A merchant cash advance is a great alternative to a business loan that can help your business to grow and expand and most importantly become successful. We offer an innovative product that targets small businesses but can help a business of any size. Think of a merchant cash advance as a way to alleviate all the stress that comes with running a business and having access to the capital to effectively run your business.

We don't care about your credit score

Credit scores rarely paint the entire picture about your finances or your ability to do business and earn profit. Moreover, credit scores are always based on past records. They don't take into account the success you are enjoying at present, and perhaps more importantly, the future potential of your business.

That's why our company has made it a point to base the amount of advance we hand over to you on your business's projected sales.

Here are a few examples of the type of businesses that we have experience working with and providing cash advance solutions for:

- Automotive businesses
- Beauty salons
- Construction companies
- Dental clinics
- Healthcare centers
- Nightclub and restaurant businesses
- Retail stores

Funding Programs Funding Industries Resources

We have many different financial programs to suit your needs.

- Bank-Only ACH Program
- Small Business Loan
- No Collateral Loans
- Business Cash Advance
- Unsecured Business Loan

We won't ask for a copy of your business's financial statements in the past two or three years

Financial figures from the past are something everyone can learn from, but it should not be the sole basis for determining what you can do today and for tomorrow. We also know how troubling and tiresome it can be to dig up financial statements of years past.

For all those reasons and more, we have made sure that our application process will not require you to submit any financial documents to our company. What you were able and not able to do in the past is immaterial: with our cash advance, your business immediately gains the ability to do so much more than what it was able to do previously.

We won't ask for any kind of collateral

Our company doesn't require clients to pay for collateral because there is simply no need to. Repayment of our cash advance is based on your business's projected sales – which, for us, are a lot better and more promising than any collateral you may put up.

We were once in your shoes, too. We know how difficult it can get to wait for the approval of your loan or cash advance. That's why we have made sure you won't experience any tortuous wait with our company. The application process can be completed online in a matter of minutes. We just need you to provide basic information about yourself and your business, and we can guarantee that we will get back to you within 24 hours. And just so you know, there's a very strong possibility that you will have something to celebrate when we contact you next time.

We guarantee a quick and trouble-free process for approval.

No matter what industry you are in, our company is ready to help and equip you with the funds to jumpstart your business.



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- No Personal Guarantee
- High Risk Business
- Working Capital
- No Tax Return
- Equipment Financing

Connect

- Send us a message
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- Twitter

Sign up for our newsletter

EXHIBIT C

What is a Merchant Cash Advance?

- Advance: Your business is given an initial cash advance
- Repayment: The amount Small Business Funders finances your business and the amount you pay back are agreed upon at the very start.
- Completion



Merchant cash advances are a type of business loan alternative. Basically, our clients sell a small percentage of their future business in order to receive additional capital that they require. The advanced funds are repaid gradually with the future sales that a business makes.

Merchant Cash Advance Loans vs Small Business Loans

Although a lot of people tend to use these terms interchangeably, business loans and business cash advances are quite different from each other. Both business loans and business cash advances provide your company with additional funding, but that is where their similarities end.

	Bank Loan	Small Business Funders	
No fixed interest rate	✗	✓	We take a small predetermined percentage of your sales
Flexible	✗	✓	You'll always have the operating funds to run your business
Quick and easy	✗	✓	Get approved within 24 hours
Must have good credit	✗	✓	No collateral, no personal guarantee & no min. credit score

No Credit Rating Requirements. How much you borrow with a conventional business loan depends almost always on your credit score. But with a cash advance, we won't bother requesting copies of your credit report and find out how your financial standing is. What we just want to know is how well your business is doing right now.

No Collateral. A conventional business loan is rarely unsecured with collateral. But with cash advances – and especially the ones that our company is offering – you will rarely find one that requires you to put up collateral. Ours certainly don't!

Flexible Terms. Whether you want to pay off your advance in weeks, months, or years does not matter. Due to the sale-based repayment system that we are using, we can more than afford to work on the terms you have personally selected.

Guaranteed 24-Hour Result. 24 hours are all we ask and no more than that to process your application and give you the answer that you need.

Enjoy automated payment

As discussed early on, you will be able to choose when and how you want repayments to be done. You need not worry as well about increasing interest rates with longer terms because that is not how our company works.

We want you to be able to fully concentrate on making your business grow as well as for your sales and profit margins to increase. That's why we have made sure we are offering you every option available to make repayments as manageable and convenient as possible.

Enjoy a bigger and better business afterwards

Due to our flexible options for repayment, you will be surprised as to how quickly and easily you can repay the cash advance you have taken. And once you've fully repaid, you are then free once more to enjoy 100% returns on your business' sales and, of course, your own hard work as well.

Apply Now

See how much you qualify for

Name*

Company*

Email*

Phone*

State*

Monthly Gross Sales*

Monthly Credit Card Sales*

[Apply Now](#)

What's the next step?

Get a head start by filling out and faxing our complete application

[View Complete Application](#)

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- Working Capital
- No Tax Return
- Equipment Financing

Connect

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Sign up for our newsletter

EXHIBIT D



Unsecured Business Funding



Your Full Name

Company Name

Phone Number

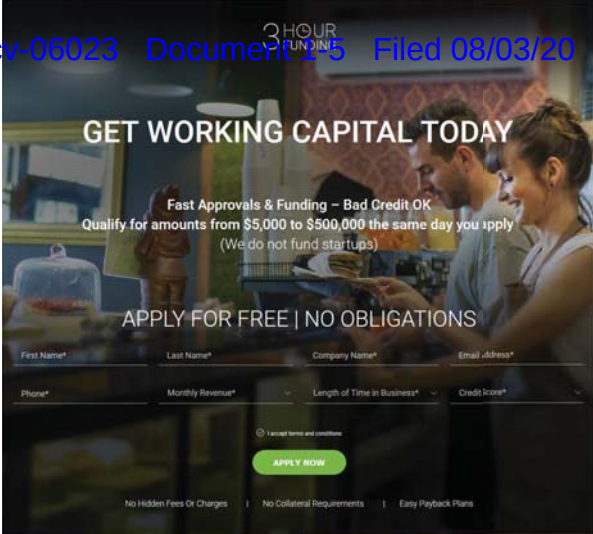
Email Address

Monthly Gross Sales

Get the Funding Your Business Needs in Less Than 24hrs!

- Credit history isn't important
- No business plan needed
- No tax history records required
- No collateral required
- Funding in less than 7 days

EXHIBIT E



GET WORKING CAPITAL TODAY

Fast Approvals & Funding – Bad Credit OK
 Qualify for amounts from \$5,000 to \$500,000 the same day you apply
 (We do not fund startups)

APPLY FOR FREE | NO OBLIGATIONS

First Name* Last Name* Company Name* Email Address*

Phone* Monthly Revenue* Length of Time in Business* Credit Score*

I accept terms and conditions

APPLY NOW

No Hidden Fees Or Charges | No Collateral Requirements | Easy Payback Plans



THE 3 HOUR FUNDING ADVANTAGE

Get approved in under 3 hours

Our goal is to see you approved within 3 hours. Especially if there is a pressing need we want to fund your business fast. We pride ourselves on speed and efficiency, which allows us to fund your business faster.

APPLY FOR FREE

GET SAME DAY INSTANT FUNDING

You can expect a very fast turn around after approval. In fact, we have near instant transfers when agreements are signed. Get started and bring on a new hire, buy more inventory, overhaul your website, upgrade / purchase equipment, recover from a disaster, or expand your storefront.


GET STARTED



IT'S SIMPLE + EASY TO APPLY

There are no hoops to jump through here. We make this as painless as possible so you can get back to what you do best.

- APPLY ONLINE**
Complete the form with your personal and company information.
- GET APPROVED**
Get a quick approval. Most are same day for qualified businesses.
- GET YOUR FUNDS**
Get your funds. Receive your funding the same day that it's approved.



THE 3 HOUR FUNDING NETWORK



20,000

AND GROWING

Get a quick approval. Most are same day for qualified businesses.

APPLY NOW

EXHIBIT F

No Personal Guarantee Loans

Obtaining a [business loan](#) can be tricky – just getting your bank manager to sit down and hear you out is an achievement in itself. Even after pitching their plans to a bank manager many business owners are still turned down for the capital they need, if you're one of these people, the frustration is finally over. Here at YellowStone Capital we provide no personal guarantee capital for most businesses.

We Provide Capital With No Personal Guarantee

There are lots of hoops through which you must jump if you want to gain a loan as a business owner. If you don't jump through these hoops the lender will refuse you the finance that you need, which could have huge implications for your business. Here are just a few of the common stipulations that lenders insist upon:

- **Collateral:** if you're trying to borrow any sum of money lenders will ask for collateral – whether it's your personal property, or assets that belong to your business. If you don't have assets of any value, your application is dead in the water.
- **Tax returns:** often lenders want to see at least 2 years of tax returns. If your business isn't that old, or your records aren't quite as good as they should be, your application for a loan again doesn't stand a chance.
- **A business plan:** many lenders insist that you hand in a strict business plan which outlines why you need their capital, what you're going to do with it, and what your long term vision for your business is.
- **A good credit history:** if you have a poor track record of settling up debts your credit history will reflect this. If your credit history is poor, you've got a very slim chance of getting the loan you desire.

We Provide Capital With No Personal Guarantee

As you can see, it's not just a personal guarantee that a traditional lender such as a bank may ask for – they'll have you jumping through all kinds of other hoops, too. Remember that loan applications with banks tend to take a good few weeks to be considered, this is precious time your business may not have if your accounts are already in the red. At YellowStone you'll rarely wait more than 24 hours for an answer to your finance application.

When it comes to repaying your cash advance we know that fixed monthly payments can be very challenging for businesses to accommodate – especially if your business is in a seasonal market. For that reason the repayments that you make will be based directly on the sales that you make that month. So if sales are up you'll pay a larger repayment, but if sales are down, you'll pay less. Repayments are calculated by a percentage of your sales – which offers great flexibility.

Get in touch with us here at [YellowStone Capital](#) today. A business cash advance may well suit you better than a no personal guarantee loan.

We are your source for creative financing. Visit our official [blog](#) for updates too.

EXHIBIT G

No Collateral Loans

If you've got no collateral to put down on a business loan, don't write off your hopes of obtaining business finance just yet. Here at Yellowstone Capital we offer an alternative form of funding in the way of a business cash advance.

Why Are No Collateral Loans Attractive?

No collateral loans are obviously a very attractive proposition for business owners, because it means they don't have to put their prized assets down as a form of insurance in order to obtain financing for their business. The problem with no collateral loans that most business owners fail to understand is that they pay a premium for them - in the way of higher interest. Business owners are also likely to find it hard to obtain a no collateral loan, because of the risk associated for lenders like banks. No collateral loans are typically as expensive as [high risk business loans](#).



Traditional loans are time-consuming and require personal funds or property as collateral. Our business cash advance product requires no collateral and you can use it immediately.

Why choose a business cash advance?

A business cash advance is an alternative form of lending. It's not like a traditional loan, and there are several key differences, these are:

- **No fixed repayments:** there are no fixed repayments. Instead repayments are made on a sliding scale in line with a percentage of your sales. Therefore if sales are down your monthly repayment will be less - making the repayments less of a burden on your business.
- **Fast application turnaround:** traditional lenders such as banks will take time to investigate your credit history; they'll also ask for lots of historic sales figures and also piles of tax returns. We don't require any of those things in order to approve your business for a cash advance. Decisions are usually made in 24 hours - and the cash you need could be with you in just 7 days!

What can I use the cash advance for?

It's completely up to you what you use the cash advance for. You might want to use it to renovate your business premises, or even bring in new lines of stock. You may want to use the money to start developing your own brands or products - it's totally up to you what you use the money for! It always helps to have a business plan in place so you know where the cash will be spent, but it's not essential.

Getting a no collateral loan can be nigh on impossible for many business owners. Don't just give up on your business due to your inability to [obtain finance](#), fill out our short application form right now to see whether or not we can help you!

If you have some business financing questions or would like a free consultation please [contact](#) Yellowstone Capital, LLC today.

We are your source for creative financing. Visit our official [blog](#) for updates too.

EXHIBIT H

Video file to be submitted pursuant to assigned
Judge's Individual Practices.

EXHIBIT I

WE PROVIDE FUNDING TO BUSINESS OWNERS

Dear Business Owner,

This notice certifies that our funding department has already approved Birge Designs for up to \$250,000 in business working capital. There are no restrictions on the use of these funds and your approval is **guaranteed**. These funds are being reserved for Birge Designs until July 30, 2015. You can use this money for any business purpose and take advantage of opportunities to:

1. **PURCHASE** inventory, equipment or supplies.
2. **CAPITALIZE** on new business opportunities.
3. **HIRE** more employees.
4. **ADVERTISE** your business.
5. **GET EXTRA CASH---**Receive more than enough money to **get the things you need.**

With our unique financing program you can access the working capital you need now, and pay us back from your future sales. You do not need excellent credit, or give us a personal guarantee. Your business receipts already qualify you to receive these funds within the next 7 days.

Yellowstone Capital LLC makes it easier than ever to get the money you need for your business. Funds are limited and this approval cannot be guaranteed after July 30, 2015. Call today to activate your account at **1-877-724-7656**.

Sincerely,



Mark Gold
Yellowstone Capital LLC

Call 1-877-724-7656

WE GUARANTEE APPROVALS WHEN OTHERS DECLINE!!!

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A BEN FRANKLIN & FLAG WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Yellowstone Capital LLC
160 Pearl Street, 5th Floor
New York, NY 10005

472160626

Date	Amount
06/26/2015	\$58,965.02

VOID

FIFTY EIGHT THOUSAND NINE HUNDRED SIXTY FIVE AND 02/100 *** Dollars**

To the
order of

Business Owner
Birge Designs
4357 Mont Eagle Pl
Los Angeles CA 90041-3414

101



AUTHORIZED SIGNATURE

Mark Gold

VOID

Reference #: 0626-YS-8050

EXHIBIT J

YELLOWSTONE CAPITAL, LLC

116 Nassau Street, Suite 804, New York, NY 10038

SECURED MERCHANT AGREEMENT

This agreement, dated 11/08/2018, between YELLOWSTONE CAPITAL, LLC ("YCL") and the merchant listed below (the "Merchant"):

Business Legal Name: [REDACTED] and the entities listed on "Exhibit A"

[REDACTED] and the entities listed on "Exhibit A"

Type of Entity: LLC EIN #: [REDACTED]

Physical Address: [REDACTED]

Mailing Address: [REDACTED]

PURCHASE AND SALE OF FUTURE RECEIVABLES

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

The Purchased Amount shall be paid to YCL by Merchant's irrevocably authorizing only ONE depositing account acceptable to YCL (the "Account") to remit the percentage specified below (the "Specified Percentage") of the Merchant's settlement amounts due from each transaction, until such time as YCL receives payment in full of the Purchased Amount. Merchant hereby authorizes YCL to ACH Debit the specified remittances from the Merchant's bank account on a daily basis and will provide YCL with all required access codes, and monthly bank statements. Merchant understands that it is responsible for ensuring that the specified percentage to be debited by YCL remains in the account and will be held responsible for any fees incurred by YCL resulting from a rejected ACH attempt or an event of default. (See Appendix A). YCL is not responsible for any overdrafts or rejected transactions that may result from YCL's ACH debiting the specified amounts under the terms of this agreement. YCL may, upon Merchant's request, adjust the amount of any payment due under this Agreement at YCL's sole discretion and as it deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between YCL and Merchant, upon the violation of any provision contained the MERCHANT AGREEMENT TERMS AND CONDITIONS or the occurrence of an Event of Default under the MERCHANT AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this agreement is annexed hereto in Appendix A.

PURCHASE PRICE:
\$10,000

SPECIFIED PERCENTAGE:
25%

PURCHASED AMOUNT:
\$14,000

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "SECURITY AGREEMENT AND GUARANTY" AND "ADMINISTRATIVE FORM" HEREOF ARE HEREBY INCORPORATED HEREIN AND MADE A PART OF THIS AGREEMENT.

FOR THE MERCHANT #1

By: [REDACTED]
Name: [REDACTED]
Title: OWNER
SSN: [REDACTED]

OWNER/GUARANTOR #1

By: [REDACTED]
Name: [REDACTED]
SSN: [REDACTED]

FOR THE MERCHANT #2

By: [REDACTED]
Name: [REDACTED]
Title: OWNER
SSN: [REDACTED]

OWNER/GUARANTOR #2

By: [REDACTED]
Name: [REDACTED]
SSN: [REDACTED]

*****See Exhibit 1 hereto for additional signors for the MERCHANT, and as OWNERS/GUARANTORS.*****

To the extent set forth herein, each of the parties is obligated upon his, her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set forth below. Each of above-signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant, legally binding said Merchant to pay this obligation and that the information provided herein and in all of YCL documents, forms and recorded interviews is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements between Merchant and YCL, and YCL shall be entitled to all remedies available under law. YCL may produce a monthly statement reflecting the delivery of the Specified Percentage of Receivables from Merchant via Processor and/or Operator to YCL. An investigative report may be made in connection with the Agreement. Merchant and each of the above-signed Owners authorizes YCL, its agents and representatives and any credit-reporting agency engaged by YCL, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull a credit report at any time now or for so long as Merchant and/or Owners(s) continue to have any obligation owed to YCL as a consequence of this Agreement or for YCL's ability to determine Merchant's eligibility to enter into any future agreement with Company.

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

I. TERMS OF ENROLLMENT IN PROGRAM

1.1. Merchant Deposit Agreement.

Merchant shall execute an agreement (the “Merchant Deposit Agreement”) acceptable to YCL, and appoint a Bank acceptable to YCL, to obtain electronic fund transfer services and/or “ACH” payments. Merchant shall provide YCL and/or its authorized agent with all of the information, authorizations and passwords necessary to verify Merchant’s receivables, receipts and deposits into the account. Merchant shall authorize YCL and/or its agent to deduct the amounts owed to YCL for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant from electronic check transactions and to pay such amounts to YCL by permitting YCL to withdraw the specified percentages by ACH debiting of the account. The authorization shall be irrevocable absent YCL’s written consent.

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

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

1.4 Transactional History. Merchant authorizes their bank to provide YCL with Merchant’s banking and/or credit-card processing history to determine qualification or continuation in this program.

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

1.6 No Liability. In no event will YCL be liable for any claims asserted by Merchant under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental,

indirect or consequential damages, each of which is waived by Merchant and Guarantor(s).

1.7 Reliance on Terms. Section 1.1, 1.9, 1.10 and 2.5 of this Agreement are agreed to for the benefit of Merchant, YCL and Processor, and notwithstanding the fact that Processor is not a party of this Agreement, Processor may rely upon their terms and raise them as a defense in any action.

1.8 Sale of Receipts. Merchant and YCL 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 YCL to Merchant. Merchant agrees that the Purchase Price is in exchange for the Receipts pursuant to this Agreement equals the fair market value of such Receipts. YCL has purchased and shall own all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to YCL in respect to the full amount of the Receipts shall be conditioned upon Merchant’s sale of products and services and the payment therefore by Merchant’s customers in the manner provided in Section 1.1. In no event shall the aggregate of all amounts be deemed as interest hereunder and charged or collected hereunder exceed the highest rate permissible at law. In the event that a court determines that YCL has charged or received interest hereunder in excess of the highest rate allowed by law, then the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and YCL shall promptly refund to Merchant any interest received by YCL in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that YCL 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.

1.9 Power of Attorney Merchant irrevocably appoints YCL 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 YCL from Processor, or in the case of a violation by Merchant of Section 1.10 or the occurrence of an Event of Default under Section III hereof, from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments,

documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant’s name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to YCL; and (v) to file any claims or take any action or institute any proceeding which YCL 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.

1.10 Protections against Default. The following Protections 1 through 8 may be invoked by YCL, immediately and without notice to Merchant in the event: (a) Merchant takes any action to discourage the use of electronic check processing that are settled through Processor, or permits any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase of Merchant’s services and products including but not limited to direct deposit of any checks into a bank account without scanning into the YCL electronic check processor; (b) Merchant changes its arrangements with Processor in any way that is adverse to YCL; (c) Merchant changes the electronic check processor through which the Receipts are settled from Process or to another electronic check processor, or permits any event to occur that could cause diversion of any of Merchant’s check transactions to another processor; (d) Merchant interrupts the operation of this business (other than adverse weather, natural disasters or acts of God) transfers, moves, sells, disposes, transfers or otherwise conveys its business or assets without (i) the express prior written consent of YCL, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Merchant’s obligations under this Agreement pursuant to documentation satisfactory to YCL; or (e) Merchant takes any action, fails to take any action, or offers any incentive—economic or otherwise—the result of which will be to induce any customer or customers to pay for Merchant’s services with any means other than checks that are settled through Processor. These protections are in addition to any other remedies available to YCL at law, in equity or otherwise pursuant to this Agreement. **Protection 1:** The full uncollected Purchase Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately. **Protection 2.** YCL may enforce the provisions of the Personal Guarantee of Performance against the



Owner 1 Initials: _____

Owner 2 Initials: _____

Guarantor(s). **Protection 3.** Merchant shall, upon execution of this Agreement, deliver to YCL an executed confession of judgment in favor of YCL in the amount of the Purchase Amount stated in the Agreement, plus attorneys' fees calculated at twenty-five percent (25%) of the balance due hereunder at the time of breach. Upon breach of any provision in this paragraph 1.10, YCL may enter that confession of judgment as a judgment with the Clerk of the Court, without notice, and execute thereon. **Protection 4.** YCL may enforce its security interest in the Collateral identified in the Security Agreement herein. **Protection 5.** YCL may proceed to protect and enforce its rights and remedies by lawsuit. In any such lawsuit, in which YCL shall recover judgment against Merchant, Merchant shall be liable for all of YCL's costs of lawsuit, including but not limited to all reasonable attorneys' fees and court costs (in addition to any remedies pursuant to Protection 3 of this section 1.10). **Protection 6.** Merchant shall upon execution of this Agreement, delivery to YCL an executed assignment of lease of Merchant's premises in favor of YCL. Upon breach of any provision in this paragraph 1.10, YCL may exercise its rights under such assignment. **Protection 7.** YCL may debit Merchant's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Merchant's bank account or otherwise, in an amount consistent with the Specified Percentage. **Protection 8.** YCL shall have the right, without waiving any of its rights and remedies and without notice to Merchant and/or Guarantor(s), to notify Merchant's credit card processor of the sale of Receipts hereunder and to direct such credit card processor to make payment to YCL of all or any portion of the amounts received by such credit card processor on behalf of Merchant. Merchant hereby grants to YCL an irrevocable power - of-attorney, which power-of-attorney shall be coupled with an interest, and hereby appoints YCL or any of YCL representatives as Merchant's attorney-in-fact, to take any and all action necessary to direct such new or additional credit card processor to make payment to YCL as contemplated by this Section.

1.11 **Protection of Information.** Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner, in respect of himself or herself personally, authorizes YCL to disclose information concerning Merchant's and each

Owner's and/or Guarantor(s)'s credit standing and business conduct only, to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant, Guarantor(s) and Owner(s) hereby waives to the maximum extent permitted by law any claim for damages against YCL or any of its affiliates relating to any (i) investigation undertaken by or on behalf of YCL as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.12 **Confidentiality.** Merchant understands and agrees that the terms and conditions of the products and services offered by YCL, including this Agreement and any other YCL documentations (collectively, "Confidential Information") are proprietary and confidential information of YCL. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of YCL to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this Section 1.12.

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

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

Merchant represents warrants and covenants that as of this date and during the term of this Agreement:

2.1 **Financial Condition and Financial Information.** Its bank and financial statements, copies of which have been furnished to YCL, and future statements which will be furnished hereafter at the discretion of YCL, fairly represent the financial condition of Merchant at such dates, and prior to execution of the Agreement, there has been no material adverse changes, financial or otherwise, in such condition, operation or ownership of Merchant. Merchant has a continuing, affirmative obligation to advise YCL of any material adverse change in its financial condition, operation or ownership. YCL may request statements at any time during the performance of this Agreement and the Merchant shall

provide them to YCL within 5 business days. Merchant's failure to do so is a material breach of this Agreement.

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

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

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

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

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

2.7 **Estoppel Certificate.** Merchant will at any time, and from time to time, upon at least one (1) day's prior notice from YCL to Merchant, execute, acknowledge and deliver to YCL and/or to any other person, person firm or corporation specified by YCL, 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 modification s) and stating the dates which the Purchased Amount or any portion thereof has been repaid.

2.8 **Working Capital Funding.** Merchant shall not further encumber the Receipts, without (i) written consent of YCL, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to YCL; or (iii) Merchant takes any action, fails to take any action, or offers any incentive— economic or otherwise—the result of which will be to induce any customer



Owner 1 Initials: _____

Owner 2 Initials: _____

or customers to pay for Merchant's services with any means other than checks that are settled through Processor. These protections are in addition to any other remedies available to YCL at law, in equity or otherwise pursuant to this Agreement. Protection 1: The full uncollected Purchase Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately. Protection 2. YCL may enforce the provisions of the Personal Guarantee of Performance against the Guarantor(s). Protection 3. Merchant shall, upon whether in the form of a purchase of, a loan against, collateral against or the sale or purchase of credits against, Receipts or future check sales, with any party other than YCL.

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

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

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

III. EVENTS OF DEFAULT AND REMEDIES

3.1 **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant shall violate any term or covenant in this Agreement; (b) Any representation or warranty by Merchant in this Agreement shall prove to have been incorrect, false or misleading in any material respect when made; (c) the sending of notice of termination by Guarantor(s) prior to the Purchased Amount being paid to YCL; (d) Except for: (i) as a result of an Act of God, (ii) filing for protection under applicable bankruptcy law, (iii) an assignment for the benefit of the creditors, and (iv) similar protection; (e) Merchant shall transfer or sell all or

substantially all of its assets; (f) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant; (g) Merchant shall use multiple depository accounts without the prior written consent of YCL; (h) Merchant shall change its depositing account without the prior written consent of YCL; (i) Merchant shall perform any act that reduces the value of any Collateral granted under this Agreement; (j) Merchant shall default under any of the terms, covenants and conditions of any other agreement with YCL; or (k) Merchant shall fail to deposit its Receipts into the Account.

3.2 **Remedies.** In case any Event of Default occurs and is not waived pursuant to Section 4.4. hereof, YCL may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of Merchant's obligations hereunder (including the Personal Guarantee) or any other legal or equitable right or remedy. All rights, powers and remedies of YCL in connection with this Agreement may be exercised at any time by YCL 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 shall pay to YCL all reasonable costs associated with (a) a breach by Merchant of the Covenants in this Agreement and the enforcement thereof, and (b) the enforcement of YCL's remedies set forth herein, including but not limited to court costs and attorneys' fees calculated at twenty-five percent (25%) of the balance at the time of default as provided for in section 1.10 herein.

3.4 **Required Notifications.** Merchant is required to give YCL written notice within 24 hours of any filing under Title 11 of the United States Code. Merchant is required to give YCL seven (7) days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets or stock.

IV. MISCELLANEOUS

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

4.2 **Assignment.** YCL may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties

hereunder, either in whole or in part without prior notice to the Merchant.

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

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

4.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of YCL which consent may be withheld in YCL's sole discretion.

4.6 **Governing Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of New York, without regards to any applicable principles of conflicts of law. If there is any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, then such litigation shall only be instituted in any court sitting in New York State, (the "Acceptable Forums"). The parties agree that the Acceptable Forums are convenient, and submit to the jurisdiction of the Acceptable Forums and waive any and all objections to jurisdiction or venue. Should a proceeding be initiated in any other forum, the parties waive any right to oppose any motion or application made by either party to transfer such proceeding to an Acceptable Forum.

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

4.8 **Severability.** In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision



Owner 1 Initials: _____

Owner 2 Initials: _____

contained herein shall not in any way be affected or impaired.

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

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

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

THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4.12 **Facsimile Acceptance.** Facsimile signatures and/or via Portable Digital Format (PDF) shall be deemed acceptable for all purposes.

4.13 **Arbitration.** If YCL, Merchant or any Guarantor requests, the other parties agree to arbitrate all disputes and claims arising out of or relating to the Agreement. If YCL, Merchant or any Guarantor seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified mail, a written Notice of Intent to Arbitrate. If YCL, Merchant or any Guarantor do not reach an agreement to resolve the claim within 30 days after the Notice is received, YCL, Merchant or any Guarantor may commence an arbitration proceeding with the American Arbitration Association ("AAA"), located in New York City. YCL will promptly reimburse Merchant or the Guarantor any arbitration filing fee; however, in the event that both Merchant and the Guarantor must pay filing fees, YCL will only reimburse Merchant's arbitration filing fee and, except as provided in the next sentence, YCL will pay all administration and arbitrator fees. If the arbitrator finds that

either the substance of the claim raised by Merchant or the Guarantor or the relief sought by Merchant or the Guarantor is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then YCL will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to Merchant or the Guarantor that is equal to or greater than the value of what Merchant or the Guarantor has requested in the arbitration, YCL shall reimburse Merchant or the Guarantor for that person's reasonable attorneys' fees and expenses incurred for the arbitration. Merchant and the Guarantor agree that, by entering into this Agreement, they are waiving the right to trial by jury. PURCHASER, MERCHANT AND ANY GUARANTOR MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, YCL, Merchant and any Guarantor agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void. MERCHANT AND ANY GUARANTOR MAY OPT OUT OF THIS CLAUSE. To opt out of this Arbitration Clause, Merchant and/or Guarantor may send YCL a notice that the Merchant or Guarantor does not want this clause to apply to this Agreement. For any opt out to be effective, Merchant and/or Guarantor must send an opt out notice to the following address by registered mail, within 14 days after the date of this Agreement: 116 Nassau Street, Suite 804, New York, NY 10038



Owner 1 Initials: _____

Owner 2 Initials: _____

YELLOWSTONE CAPITAL, LLC - SECURITY AGREEMENT AND GUARANTY

Business Legal Name: [redacted] and the entities listed on "Exhibit A"
[redacted] and the entities listed on "Exhibit A"
Type of Entity: LLC EIN #: [redacted]
Physical Address: [redacted]
Mailing Address: [redacted]

I. SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to YCL under the Merchant Agreement, Merchant hereby grants to YCL a security interest in all assets now owned, or hereafter acquired, including without limitation: (a) all accounts, including without limitation, all deposit accounts, accounts-receivable, and other receivables, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are defined by Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Merchant; and (b) all proceeds, as that term is defined by Article 9 of the UCC ("a" and "b" collectively, the "Collateral").

Cross-Collateral. To secure Guarantor's payment and performance obligations to YCL under this Security Agreement and Guaranty (the "Agreement"), Guarantor hereby grants YCL an additional security interest in

the ("Additional Collateral"). Guarantor(s) understands that YCL will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement. Merchant and Guarantor each acknowledge and agree that any security interest granted to YCL under an agreement between Merchant or Guarantor and YCL (the "Cross-Collateral") will secure the obligations hereunder and under the Merchant Agreement.

Merchant and Guarantor each agrees to execute any documents or take any action in connection with this Agreement as YCL deems necessary to perfect or maintain YCL's first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of any account control agreements. Merchant and Guarantor each hereby authorizes YCL to file any financing statements deemed necessary by YCL to perfect or maintain YCL's security interest, which financing statement may contain notification that Merchant and Guarantor have granted a negative pledge to YCL with respect to the Collateral, the Additional Collateral and the Cross-Collateral, and that any subsequent lienor may be tortiously interfering with YCL's rights. Merchant and Guarantor shall be liable for and YCL may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by YCL in protecting, preserving and enforcing YCL's security interest and rights. Merchant further acknowledges that YCL may use another legal name and/or D/B/A when designating the Secured Party, when YCL files the above-referenced financing statement(s).

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

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

Remedies. Upon any Event of Default, YCL may (i) pursue any remedy available at law (including those available under the provisions of the UCC), (ii) or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise, and (iii) exercise its rights under this Agreement.

II. GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to YCL, Merchant's performance of all of the representations, warranties, covenants made by Merchant in this Security Agreement and Guarantee, and the Merchant Agreement, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due (i) at the time of any breach by Merchant of any representation, warranty, or covenant made by Merchant in this Agreement and the Merchant Agreement, and (ii) if any representation, warranty or covenant made by Merchant in this Agreement, or the Merchant Agreement, are false and/or misleading, in YCL's sole and absolute discretion.

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



YCL does not have to notify Guarantor(s) of any of the following events and Guarantor(s) will not be released from its/their obligations under this Agreement if it is not notified of: (i) Merchant’s failure to timely perform any obligation under the Merchant Agreement; (ii) any adverse change in Merchant’s financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) YCL’s acceptance of this Agreement ; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant’s other obligations to YCL. In addition, YCL 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 YCL; (ii) release Merchant from its obligations to YCL; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Merchant Amount plus any accrued but unpaid interest and Merchant’s other obligations to YCL under the Merchant Agreement and this Agreement are satisfied 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 acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that YCL must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor’s obligations under this Agreement shall include that amount.

IN WITNESS WHEREOF, the parties have executed this Security Agreement and Guaranty as of the date first written above:


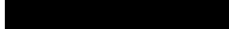

FOR THE MERCHANT #1

By: 
Name: 
Title: OWNER
SSN: 

OWNER/GUARANTOR #1

By: 
Name: 
SSN: 

FOR THE MERCHANT #2

By: 
Name: 
Title: OWNER
SSN: 

OWNER/GUARANTOR #2

By: 
Name: 
SSN: 

AGREED AND ACCEPTED:

YELLOWSTONE CAPITAL, LLC

By:

Name:
Title:

APPENDIX A – FEE STRUCTURE

- A. Origination Fee: \$295.00** (to cover underwriting and related expenses).
- B. ACH Program Fee: \$395.00 or up to 10% of the funded amount** (the ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs).
- C. Bank Fee:** Minimum bank fee of \$195.00 or up to 10% of the funded amount.
- D. NSF Fee: \$35.00 each occurrence.**
- E. Rejected ACH: \$100.00** (if a merchant directs the bank to reject our debit ACH).
- F. Bank Change Fee: \$50.00** (If a merchant requires a change of account to be debited requiring us to adjust our system).
- G. Unauthorized Account Fee: \$5,000.00** (if a merchant blocks YCL’s ACH debit of the Account, bounces more than 4 debits of the Account, or simultaneously uses multiple bank accounts or credit card processors to process its receipts).
- H. Default Fee: \$2,500.00** (if a merchant changes bank accounts or switches to another credit- card processor without YCL’s consent, or commits another default pursuant to the Agreement).
- I. Miscellaneous Service Fees:** Merchant shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be charged \$30.00 for a Fed Wire or \$0.00 for a bank ACH.
- J. Risk Assessment Fee: \$249.00**
- K. UCC Fee: \$195.00**

FOR THE MERCHANT #1

By:

Name: _____
Title: OWNER
SSN: _____

FOR THE MERCHANT #2

By:

Name: _____
Title: OWNER
SSN: _____

Dear Merchant,

Thank you for accepting this offer from YELLOWSTONE CAPITAL, LLC. We look forward to being your funding partner for as long as you need.

Daily ACH Program:

YELLOWSTONE CAPITAL, LLC will require viewing access to your bank account, each business day, in order to calculate the amount of your daily payment. Please be assured that we carefully safeguard your confidential information, and only essential personnel will have access to it.

YELLOWSTONE CAPITAL, LLC will also require viewing access to your bank account, prior to funding, as part of our underwriting process.

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

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

Name of bank: _____

Bank portal website: _____

Username: _____

Password: _____

Security Question/Answer 1: _____

Security Question/Answer 2: _____

Security Question/Answer 3: _____

Any other information necessary to access your account: _____

EXHIBIT 1

ADDITIONAL OWNER(S)/GUARANTORS(S)

To the extent set forth in the Secured Merchant Agreement dated 11/08/2018, and the Security Agreement and Guarantee thereto, each of the parties is obligated upon his, her or its execution of the Agreement and/or this Exhibit 1, to all terms of the Agreement, including the Additional Terms set forth below. Each of above-signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant, legally binding said Merchant to pay this obligation and that the information provided herein and in all of YCL documents, forms and recorded interviews is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements between Merchant and YCL, and YCL shall be entitled to all remedies available under law. An investigative report may be made in connection with the Agreement. Merchant and each of the below-signed Owners authorizes YCL, its agents and representatives and any credit-reporting agency engaged by YCL, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit report at any time now or for so long as Merchant and/or Owners(s) continue to have any obligation owed to YCL as a consequence of this Agreement or for YCL's ability to determine Merchant's eligibility to enter into any future agreement with Company.

Personal Guaranty(s) of Performance. The undersigned Guarantor(s) hereby guarantees to YCL, Merchant's performance of all of the representations, warranties, covenants made by Merchant in the Secured Merchant Agreement, and the Security Agreement and Guarantee thereto, as each agreement may be renewed, amended, extended or otherwise modified (collectively, the "Guaranteed Obligations"). Guarantor's obligations are due (i) at the time of any breach by Merchant of any term and/or condition in the Secured Merchant Agreement, and/or the Security Agreement and Guarantee thereto, and (ii) if any representation, warranty, or covenant made by Merchant in the Secured Merchant Agreement, and the Security Agreement and Guarantee thereto, are false and/or misleading.

FOR THE MERCHANT #3

By:



Name: [REDACTED]

Title: OWNER

SSN: [REDACTED]

OWNER/GUARANTOR #3

By:



Name: [REDACTED]

SSN: [REDACTED]

FOR THE MERCHANT #4

By:



Name: [REDACTED]

Title: OWNER

SSN: [REDACTED]

OWNER/GUARANTOR #4

By:



Name: [REDACTED]

SSN: [REDACTED]

ACH Authorization Form

All information on this form is required unless otherwise noted.

Business Authorized to Debit/Credit Account

Authorized Business Name: YELLOWSTONE CAPITAL, LLC

Authorized Business Phone Number: 1-800-955-2411

Authorized Business Address: 116 Nassau Street, Suite 804, New York, NY 10038

Account Holder Information:

Account Holder Name: [REDACTED]

Account Holder DBA Name: [REDACTED]

Account Holder Address: [REDACTED]

Account Holder's Bank Information:

Account Holder's Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____

***Please verify and complete any missing information.**



Transaction Information:

Good Purchased/Services Rendered: PROFESSIONAL SERVICE FEE

Amount of Transaction: \$500

Effective Date: 11/08/2018

Number of transactions: 1 or Open-Ended

One time Recurring

Authorization:

In exchange for products and/or services listed above, the undersigned hereby authorizes:

YELLOWSTONE CAPITAL, LLC

to electronically draft via the Automated Clearing House system the amounts indicated above from the account identified above. This authority will continue until withdrawn in writing by the undersigned account holder. The Undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed account holder. I acknowledge that I am subject to a \$25 reject fee if items are returned for insufficient funds.



Signature of Account Holder

Name [REDACTED] Identifier

Balance Transfer Form

Merchant Legal Name ("Merchant"): [REDACTED]

Merchant Title: OWNER

Business Legal Name ("Business"): [REDACTED]
[REDACTED]

Physical Address: [REDACTED]

Date: 11/08/2018

YELLOWSTONE CAPITAL, LLC ("YCL")
116 Nassau Street, Suite 804, New York, NY 10038

Date of new secured agreement: 11/08/2018

Date of previous secured agreement: 11/08/2017

Remaining RTR balance: \$500

To Whom It May Concern:

I, Merchant, on behalf of Business, hereby authorize YCL to debit the remaining RTR balance which is currently due and owing to YCL pursuant to the previous secured merchant agreement, entered into by and between YCL and business.

I acknowledge that as a result of the above-referenced debit, the amount paid to business by YCL pursuant to the new secured agreement will be reduced by the amount of the remaining RTR.

Thank you,



By: _____

Name: [REDACTED]

Title: OWNER

Payment Authorization Form

Merchant Legal Name ("Merchant"): [REDACTED]

Merchant Title: OWNER

Business Legal Name ("Business"): [REDACTED]

[REDACTED]

Physical Address: [REDACTED]

Date: 11/08/2018

YELLOWSTONE CAPITAL, LLC ("YCL")

116 Nassau Street, Suite 804, New York, NY 10038

Date of new secured agreement: 11/08/2018

Name of Previous Funding Company receiving payment: Yellowstone

Amount of payment: \$5,000

To Whom It May Concern:

I, Merchant, on behalf of Business, hereby authorize YCL to make a payment in the amount above to my Previous Funding Company on my behalf.

Thank you,



By: _____

Name: [REDACTED]

Title: OWNER

ADDENDUM TO SECURED MERCHANT AGREEMENT

This Addendum is entered into on 11/08/2018 by and between **YELLOWSTONE CAPITAL, LLC** ("YCL") and [REDACTED] (the "Merchant").

1. Should any of the terms of this Addendum conflict with the terms of the agreement between YCL and the Merchant dated 11/08/2018 (the "Agreement"), then the terms of this Addendum shall govern and be controlling. Capitalized terms used herein but otherwise not defined, shall have the same definition as in the Agreement:

a. By signing below, the Merchant hereby requests and acknowledges that the Specified Percentage shall be revised to \$ per business Day (the "Daily Payment") which the parties agree is a good-faith approximation of the Specified Percentage, based on the Merchant's prior receipts due to YCL pursuant the Agreement.

b. The Daily Payment is to be drawn via ACH payment, from the following bank account:



***Please verify and complete any missing information.**

- i. Account Number: _____
- ii. Routing Number: _____
- iii. Account Name: [REDACTED]
- iv. Bank Name: _____

c. At the Merchant's option, within five (5) business following the end of a calendar month, the Merchant may request a reconciliation to take place, whereby YCL shall ensure that the cumulative amount remitted for the subject month via the Daily Payment is equal to the amount of the Specified Percentage (the "Reconciliation"). However, in order to effectuate the Reconciliation, upon submitting the request for the Reconciliation to YCL - but in no event later than five (5) business days following the end of the calendar month - the Merchant must produce any and all evidence and documentation requested by YCL in its sole and absolute discretion, necessary to identify the appropriate amount of - and effectuate - the Specified Percentage. The foregoing includes without limitation, any and all bank statements, merchant statements or other documents necessary to ascertain the amount of the Specified Percentage, including login to the Merchant's bank account(s).

d. The Merchant specifically acknowledges that the Daily Payment in lieu of the Specified Percentage is being provided to the Merchant as a courtesy, and if the Merchant fails to furnish the requested documentation within five (5) business days following the end of a calendar month, then YCL shall not be obligated to effectuate the Reconciliation discussed in Section (c) herein. Additionally, as the Daily Payment is being provided to Merchant as a courtesy, the Merchant may elect, upon timely notice as outlined above to YCL , to remit receipts via Specified Percentage instead of the Daily Payment.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement as of the date first set forth above.

FOR THE MERCHANT #1:

Signature: _____
By: [REDACTED]

YELLOWSTONE CAPITAL, LLC

Signature: _____
By: _____

FOR THE MERCHANT #2:

Signature: _____
By: [REDACTED]

** This authorization is to remain in full force and effect until YCL receives written notification from the Merchant of its termination in such time and in such manner to afford YCL a reasonable opportunity to act on it. Revocation of this authorization prior to remittance of the balance owed pursuant to the Agreement shall constitute a breach thereunder.

EXHIBIT A

LIST OF ADDITIONAL PARTIES IN WHOSE ASSETS SELLER HAS GRANTED BUYER A BLANKET SECURITY INTEREST:

Buyer may file a UCC-1 financing statement with the appropriate Secretary of State(s) reflecting a blanket security interest in the assets of the above-listed entities.

Dated: 11/08/2018

By:

◆ _____

Merchant 1 Legal Name: [REDACTED]

Title:

By:

◆ _____

Merchant 2 Legal Name: [REDACTED]

Title:

By:

◆ _____

Merchant 3 Legal Name: [REDACTED]

Title:

By:

◆ _____

Merchant 4 Legal Name: [REDACTED]

Title:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF

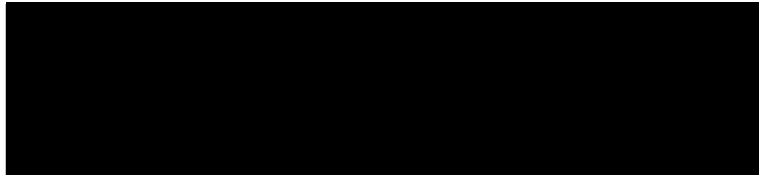
-----X
YELLOWSTONE CAPITAL, LLC,

Index No.

Plaintiff,

AFFIDAVIT OF CONFESSION OF
JUDGMENT

-against-



Defendants.

-----X

STATE OF _____)

) ss.:

COUNTY OF _____)

_____, being duly sworn, deposes and says:

1) I am a principal, owner, and an officer of _____ a Limited Liability Company located at _____ in the County of _____, and as such, I have the authority to act on behalf of _____ and have been authorized to execute this affidavit of confession of judgment. (_____ is referred to as "Merchant Defendant".)

2) I reside at _____, in the County of _____

3) I, individually, and on behalf of Merchant Defendant consent to the jurisdiction of this Court.

4) Merchant Defendant and myself hereby confess judgment, jointly and severally, and authorize entry of judgment in favor of Plaintiff and against Merchant Defendant and myself in the Supreme Court of the State of New York, County of Richmond, Supreme Court of the State of New York, County of Queens, Supreme Court of the State of New York, County of Erie, Supreme Court of the State of New York, County of Nassau, Supreme Court of the State of New York, County of Westchester, Supreme Court of the State of New York, County of Orange, Supreme Court of the State of New York, County of Ontario, and/or Supreme Court of the State of New York, County of Bronx, in the sum of \$14,000 less any payments made pursuant to the

Future Receivables Sale and Purchase Agreement dated November 8, 2018, plus legal fees to Plaintiff calculated at twenty-five percent (25%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 16% per annum from November 8, 2018, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.


5) In addition, I hereby confess judgment, individually and personally, jointly and severally, and authorize entry of judgment in favor of Plaintiff and against myself in the Federal District Court for the Southern District of New York, Supreme Court of the State of New York, County of Richmond, Supreme Court of the State of New York, County of Queens, Supreme Court of the State of New York, County of Erie, Supreme Court of the State of New York, County of Nassau, Supreme Court of the State of New York, County of Westchester, Supreme Court of the State of New York, County of Kings, Supreme Court of the State of New York, County of Orange, Supreme Court of the State of New York, County of Ontario, Supreme Court of the State of New York, County of New York, and/or Supreme Court of the State of New York, County of Bronx, against me personally in the sum of \$14,000 less any payments timely made pursuant to the Merchant Agreement dated November 8, 2018, plus legal fees to Plaintiff calculated at twenty-five percent (25%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 16% per annum from November 8, 2018, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Confession of Judgment.

6) This Affidavit of Confession of Judgment is for a debt due to Plaintiff arising from Defendants' failure to pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the Future Receivables Sale and Purchase Agreement dated November 8, 2018, and for Defendants' breach of the Future Receivables Sale and Purchase Agreement, plus agreed-upon interest, attorneys' fees, costs and disbursements, as agreed-upon by Merchant Defendant and myself, under the Future Receivables Sale and Purchase Agreement, dated November 8, 2018, of which supporting documents include a Personal Guarantee of Performance and/or a UCC-1 financing statement(s).


7) Merchant Defendant and I hereby agree that this Affidavit of Confession of Judgment may be entered in the event of default under the Future Receivables Sale and Purchase Agreement dated November 8, 2018, without notice, and that the execution and delivery of this Affidavit of Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of Plaintiff, which reserves all of its rights and remedies against Defendants.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

8) If for any reason entry of judgment in the above specified amount or execution on the same is outside the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of judgment, and execution thereon in any State or Federal Court of the United States of America.

By:  _____
_____, individually, and on
behalf of _____

On the ____ day of _____, in the year 2018, before me, the undersigned Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal


Notary Public

My Commission Expires on: _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF

-----X

YELLOWSTONE CAPITAL, LLC,

Index No.

Plaintiff,

AFFIDAVIT OF CONFESSION OF
JUDGMENT

-against-

[REDACTED]

Defendants.

-----X

STATE OF _____)

) ss.:

COUNTY OF _____)

[REDACTED], being duly sworn, deposes and says:

1) I am a principal, owner, and an officer of [REDACTED], a Limited Liability Company located at [REDACTED] in the County of [REDACTED] and as such, I have the authority to act on behalf of [REDACTED], and have been authorized to execute this affidavit of confession of judgment. ([REDACTED] is referred to as "Merchant Defendant".)

2) I reside at [REDACTED], in the County of [REDACTED]

3) I, individually, and on behalf of Merchant Defendant consent to the jurisdiction of this Court.

4) Merchant Defendant and myself hereby confess judgment, jointly and severally, and authorize entry of judgment in favor of Plaintiff and against Merchant Defendant and myself in the Supreme Court of the State of New York, County of Richmond, Supreme Court of the State of New York, County of Queens, Supreme Court of the State of New York, County of Erie, Supreme Court of the State of New York, County of Nassau, Supreme Court of the State of New York, County of Westchester, Supreme Court of the State of New York, County of Orange, Supreme Court of the State of New York, County of Ontario, and/or Supreme Court of the State of New York, County of Bronx, in the sum of \$14,000 less any payments made pursuant to the

Future Receivables Sale and Purchase Agreement dated November 8, 2018, plus legal fees to Plaintiff calculated at twenty-five percent (25%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 16% per annum from November 8, 2018, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.


5) In addition, I hereby confess judgment, individually and personally, jointly and severally, and authorize entry of judgment in favor of Plaintiff and against myself in the Federal District Court for the Southern District of New York, Supreme Court of the State of New York, County of Richmond, Supreme Court of the State of New York, County of Queens, Supreme Court of the State of New York, County of Erie, Supreme Court of the State of New York, County of Nassau, Supreme Court of the State of New York, County of Westchester, Supreme Court of the State of New York, County of Kings, Supreme Court of the State of New York, County of Orange, Supreme Court of the State of New York, County of Ontario, Supreme Court of the State of New York, County of New York, and/or Supreme Court of the State of New York, County of Bronx, against me personally in the sum of \$14,000 less any payments timely made pursuant to the Merchant Agreement dated November 8, 2018, plus legal fees to Plaintiff calculated at twenty-five percent (25%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 16% per annum from November 8, 2018, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Confession of Judgment.

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7) Merchant Defendant and I hereby agree that this Affidavit of Confession of Judgment may be entered in the event of default under the Future Receivables Sale and Purchase Agreement dated November 8, 2018, without notice, and that the execution and delivery of this Affidavit of Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of Plaintiff, which reserves all of its rights and remedies against Defendants.

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8) If for any reason entry of judgment in the above specified amount or execution on the same is outside the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of judgment, and execution thereon in any State or Federal Court of the United States of America.

By:  _____
_____, individually, and on
behalf of _____

On the ____ day of _____, in the year 2018, before me, the undersigned Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal


Notary Public

My Commission Expires on: _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF

-----X

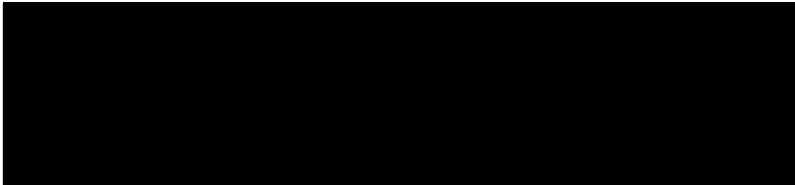
YELLOWSTONE CAPITAL, LLC,

Index No.

Plaintiff,

AFFIDAVIT OF CONFESSION OF
JUDGMENT

-against-



Defendants.

-----X

STATE OF _____)

)

ss.:

COUNTY OF _____)

[Redacted], being duly sworn, deposes and says:

1) I am a principal, owner, and an officer of [Redacted] a Limited Liability Company located at [Redacted] in the County of [Redacted], and as such, I have the authority to act on behalf of [Redacted] and have been authorized to execute this affidavit of confession of judgment. ([Redacted] is referred to as "Merchant Defendant".)

2) I reside at [Redacted], in the County of [Redacted].

3) I, individually, and on behalf of Merchant Defendant consent to the jurisdiction of this Court.

4) Merchant Defendant and myself hereby confess judgment, jointly and severally, and authorize entry of judgment in favor of Plaintiff and against Merchant Defendant and myself in the Supreme Court of the State of New York, County of Richmond, Supreme Court of the State of New York, County of Queens, Supreme Court of the State of New York, County of Erie, Supreme Court of the State of New York, County of Nassau, Supreme Court of the State of New York, County of Westchester, Supreme Court of the State of New York, County of Orange, Supreme Court of the State of New York, County of Ontario, and/or Supreme Court of the State of New York, County of Bronx, in the sum of \$14,000 less any payments made pursuant to the Future Receivables Sale and Purchase Agreement dated November 8, 2018, plus legal fees to

Plaintiff calculated at twenty-five percent (25%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 16% per annum from November 8, 2018, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.


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By:  _____
_____, individually, and on behalf
of _____

On the ____ day of _____, in the year 2018, before me, the undersigned Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal



Notary Public

My Commission Expires on: _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF

-----X

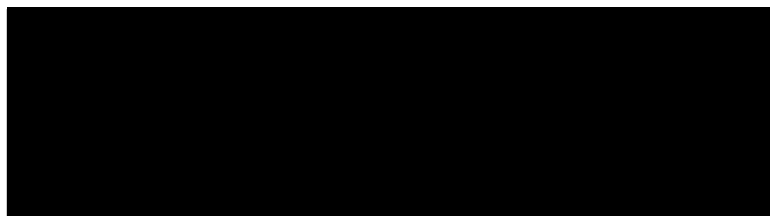
YELLOWSTONE CAPITAL, LLC,

Index No.

Plaintiff,

AFFIDAVIT OF CONFESSION OF
JUDGMENT

-against-



Defendants.

-----X

STATE OF _____)

)

ss.:

COUNTY OF _____)

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1) I am a principal, owner, and an officer of _____ a Limited Liability Company located at _____ in the County of _____ and as such, I have the authority to act on behalf of _____ and have been authorized to execute this affidavit of confession of judgment. (_____ is referred to as "Merchant Defendant".)

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Plaintiff calculated at twenty-five percent (25%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 16% per annum from November 8, 2018, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.


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By:  _____, individually, and on behalf of _____

On the ____ day of _____, in the year 2018, before me, the undersigned Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal


Notary Public

My Commission Expires on: _____

