

THIS Master Purchase and Sale Agreement, is made this _____ day of _____, 20____ by and between _____ (Seller).

A. Parties.

1. _____ is a registered organization duly organized with the State of _____ and who has its place of business located at _____.

2. Seller is a registered organization duly organized with the State of _____ and who has its place of business located at _____. Both _____ and Seller may hereinafter collectively be referred to as the "Parties."

B. Terms of Master Purchase and Sale Agreement and Construction.

Seller acknowledges it has heretofore received and reviewed the _____ Standard Provisions, which is affixed hereto and shall be construed and interpreted as a single integrated and complete agreement between the Parties under which, among other things, the Seller will offer for sale its Accounts to _____. Hereafter, this Master Purchase and Sale Agreement with the Standard Provisions integrated herein shall be collectively referred to as the "Master Purchase and Sale Agreement". All capitalized terms used herein shall have the meaning ascribed to such term as set forth below or in the Standard Provisions.

C. Definitions.

1. In addition to those terms defined in Annex A of the Standard Provisions the following terms shall have the meaning ascribed to such term as set forth below:

1.1 "Purchase Fees" shall mean, collectively, the following fees: _____ AS

(i) "Administrative Fee" which shall mean an administrative fee in the amount of _____ percent (_____%) on the face value of each Account submitted to _____

OR

(ii) "Discount Fee" which shall mean for each Account submitted to _____ a discount fee of _____ percent (_____%) for each _____ [day/thirty days] during the first _____ days that such Account Purchased remains unpaid and _____ percent (_____%) for the next _____ days or increment thereof up to the date of collection of each such Account Purchased or the date such Account Purchased is Chargedback, which discount fee shall be based on the face value of each Account Purchased;

(iii) "Funding Fee" which shall mean a fee of _____ percent (_____%) above the Prime Rate for each Account Purchased for which Seller has received an Advance, which Prime Rate shall be calculated on Net Funds Employed.

1.2 "Advance Rate" shall mean an amount up to ____% of the Aggregate Net Face Value of Accounts identified in each Assignment Schedule delivered to _____

1.3 "Facility Fee" shall mean a fee in the amount of \$_____ due and payable to _____ upon the execution of this Master Purchase and Sale Agreement. In the event _____ does not receive the Facility Fee prior to the first Advance made by _____, _____ shall deduct such Facility Fee from such first Advance.

1.4 "Maximum Debtor Concentration" shall mean the total funded Accounts Purchased that are due from a single Account Debtor at any given time may not exceed ____% of Seller's total outstanding funded Accounts Purchased.

1.5 "Minimum Sales" shall mean that Seller must offer _____ for sale at least \$_____ per [month-quarterly-annually] in Accounts.

1.6 "Total Maximum Facility" shall mean \$_____, which represents the maximum Net Funds Employed which that may be advanced at any given time.

D. Additional Terms and Conditions.

(a) The following provisions are additions, revisions or modifications to the Standard Provisions:

[There are no additions, revisions or modifications to the Standard Provisions.]

1. [Commitment for Bank Financing]. In the event Seller shall receive a written commitment for bank financing that is not a factoring relationship or asset based lending financing, [redacted] agrees to waive the Termination Fee, provided, however, Seller comply with all notice provisions set forth in the Standard Provisions. Seller shall provide a copy of such written commitment to [redacted], which [redacted] shall provide written agreement to accept, such written agreement to be in the sole and absolute discretion of [redacted].

2. [Excluded Accounts]. Seller shall not be required to submit to [redacted] on an Assignment Schedule those Accounts set forth in Addendum 1 attached hereto and incorporated herein by this reference (the "Excluded Accounts"). Such Excluded Accounts shall not receive notification of assignment by [redacted] and Seller shall be permitted to direct payment of such Excluded Accounts pursuant to Seller's instruction. [redacted] shall have the same rights in the Excluded Accounts as in the Accounts and shall be subject to all terms and conditions set forth therein. In the event of a breach of the Master Purchase and Sale Agreement, the Excluded Accounts shall be designated as Accounts and shall be subject to all the terms and conditions set forth therein.]

(b) Notwithstanding any other provision set forth in the Master Purchase and Sale Agreement, each of [redacted] and Seller agree that the foregoing subsections of this Paragraph D shall control in the event of a conflict with any other provision of the Master Purchase and Sale Agreement. Except as specifically set for the above, the Standard Provisions as incorporated into the Master Purchase and Sale Agreement and all obligations thereunder shall remain in full force and effect.

E. Chosen Forum. The Chosen Forum shall mean City of _____, County of _____, State of _____.

In Witness Whereof, the Parties hereto have caused this Master Purchase and Sale Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

[redacted]
By: _____
Title: _____
Print Name: _____

By: _____
Title: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____) SS: _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing Master Purchase and Sale Agreement was acknowledged before me by _____, as an authorized principal of Seller, freely and voluntarily, and is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____

Notary Public

Typed, printed or stamped name of Notary Public
My Commission Expires: _____

STANDARD PROVISIONS TO MASTER PURCHASE AND SALE AGREEMENT [REDACTED]

These [REDACTED] Standard Provisions (hereafter "Standard Provisions") shall be incorporated into and made a part of a Master Purchase and Sale Agreement and shall be deemed one final integrated agreement (hereinafter "the Master Purchase and Sale Agreement" or "MPSA"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in Annex A hereto.

1. SALE OF ACCOUNT RECEIVABLE

1.1 Pursuant to the terms and conditions set forth in the MPSA, [REDACTED] shall have the option to purchase from and Seller shall assign and offer for sale to [REDACTED] as Seller's sole and exclusive factor and as absolute owner, all of Seller's right, title and interest in and to: (i) Seller's now existing and hereafter created Accounts together with all corresponding rights with respect thereto, including without limitation, full power to collect, sue for, compromise, assign, in whole or in part, or in any other manner enforce collection thereof in [REDACTED] name or otherwise; (ii) the Goods and/or services sold giving rise to each such Account; (iii) all Goods returned by any customer in connection with the Accounts; (iv) all remedies available to Seller including rights of stoppage in transit, replevin, repossession and reclamation; (v) all deposits or other security relating to the Accounts; (vi) all rights under any insurance policy covering any Goods giving rise to the Accounts; and (vii) all payments or other proceeds of the foregoing in any form. All Accounts shall be submitted to [REDACTED] and shall be listed on an Assignment Schedule that shall be in a form satisfactory to [REDACTED] as may be modified from time to time, and shall be delivered to [REDACTED] with: (a) identical duplicates of each invoice evidencing the terms of each Account (the originals having been mailed by Seller to Seller's customers at Seller expense or at [REDACTED] election originals shall be delivered to [REDACTED] for forwarding to Seller's customers); (b) all original shipping or delivery receipts, including, but not limited to, Bills of Lading; and (c) such other documents and proof of delivery of merchandise or rendition of services as [REDACTED] may require (hereinafter the documents in a - c above shall collectively be referred to as "Supporting Documentation").

2. ADVANCES, PURCHASE FEES AND RESERVE

2.1 Upon [REDACTED] purchase of the Accounts listed on an Assignment Schedule, [REDACTED] shall have the option to pay to Seller an Advance against the Purchase Price for all Eligible Accounts based on the Advance Rate for said Accounts or any portion thereof. Thereafter, as soon as Available Funds occurs with regard to Accounts Purchased, the Available Funds will be distributed to Seller upon request, subject to [REDACTED] right to maintain a Reserve. Unless otherwise provided in writing and signed by [REDACTED] the maximum total aggregate amount that [REDACTED] will Advance to Seller at any given time shall not exceed the Total Maximum Facility, provided, however, that Seller shall not be excused from any obligation under the MPSA if [REDACTED] makes any Advance in excess of the Total Maximum Facility.

2.2 As compensation for [REDACTED] purchase of Accounts, Seller shall pay and [REDACTED] shall be entitled to receive the Purchase Fee. All Purchase Fees shall be due at the time of purchase of the Accounts. Seller may not grant any extension of the Maximum Sale Terms to any Account Debtor without [REDACTED] prior written approval, and if Seller so grants any extension of the Maximum Sale Terms to any Account Debtor, [REDACTED] reserves the right to increase the Administration Fee by [REDACTED] % for each additional 30-day period or portion thereof. Seller has advised [REDACTED] that the Aggregate Net Face Value of Accounts Seller intends to offer [REDACTED] for sale each period shall not be less than the Minimum Sales and acknowledges that all fees payable under the MPSA have been calculated based upon such Minimum Sales. Any Minimum Sales Shortfall that [REDACTED] incurs due to Seller's failure to meet the Minimum Sales as well as any other fees, expenses or Obligations that Seller may come to owe [REDACTED] shall at all times either be chargeable to Seller's Available Funds, or at [REDACTED] option, payable to [REDACTED] by Seller upon demand.

2.3 All Advances and distribution of Available Funds shall be subject to [REDACTED] right to maintain a reserve. The term reserve shall mean a ledger entry, not cash account, which shall serve as security in the event that [REDACTED] i) fails to receive full payment for each Account Purchased for any reason, including but not limited to customers' returns, allowances, deductions and disputes and/or chargebacks including any charge back [REDACTED] anticipates might arise in the future; or ii) has Obligations due and owing (the "Reserve"). BFS may, in its sole and exclusive discretion, increase or decrease such Reserve as [REDACTED] may deem necessary to protect [REDACTED] interests. [REDACTED] may hold any payment instrument received the later of i) the Collection Float Days; or ii) until [REDACTED] can confirm such the availability of good and clear funds for such payment instrument.

3. REPRESENTATIONS AND WARRANTIES

3.1 Seller, and those principals of Seller authorized by [REDACTED] to execute any Assignment Schedule, each make the following warranties, representations and covenants to [REDACTED] upon the delivery of each Assignment Schedule:

- (a) Seller is either a corporation, limited liability company, limited partnership or other entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is qualified and authorized to do business and is in good standing in all states in which such qualification and good standing are necessary or desirable;
- (b) Seller has offered for sale all Accounts created since the last Assignment Schedule;
- (c) Seller is the sole and absolute owner of each Account offered for sale, each Account offered for sale is sold free and clear of any liens, security interests or encumbrances and all Supporting Documentation for each Account has been duly issued prior to Seller's delivery of each Assignment Schedule;
- (d) Seller has the full legal right to sell, assign and transfer each Account and such sale, assignment and transfer thereof does not contravene or conflict with the terms of any other agreement, commitment or instrument to which Seller is a party; and upon Seller's delivery of each Assignment Schedule, there will vest in [REDACTED] all of Seller's right, title and interest in and to each Account Purchased;

[REDACTED]
Seller Initials _____

- (e) All terms governing each Account are accurately reflected in the Supporting Documentation and each Account is undisputed and represents a sum certain owed by an Account Debtor, without offset or counterclaim, which sum is due and payable not more than the Maximum Sale Terms, each invoice plainly states on its face, in a form acceptable to [REDACTED] that each Account offered for sale is payable only to [REDACTED] (or such other language that [REDACTED] may from time to time require) and no Account offered for sale has any express or implied condition giving use to a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or any right to return basis;
- (f) Each Account represents Seller's bona fide sale, delivery and acceptance of merchandise or full and complete performance of service to an Account Debtor;
- (g) Seller shall not change the payment terms to any Account Debtor without the prior written consent of [REDACTED] including but not limited to the Maximum Sale Terms;
- (h) Seller is not and has at no time been affiliated with and does not own, control, or exercise dominion, in any way whatsoever, over any Account Debtor;
- (i) Each fact in any financial record, statement, books and records or other documents Seller has shown to [REDACTED] either before or after the execution of the MPSA, were true and accurate and no information has since come to Seller's attention to materially effect same;
- (j) Seller is not Insolvent;
- (k) Unless authorized by [REDACTED] in writing, no financing statement identifying Seller as Debtor, except as to [REDACTED] may or has at any time during the term of the MPSA been authorized or has been filed in any public office;
- (l) Seller's principal place of business is accurately set forth in the MPSA, Seller maintains all of its books and records relating to its Accounts at such place and Seller has not changed its mailing address, principal place of business, or office in which Seller's records are kept without first giving [REDACTED] written notice thereof;
- (m) Seller has no Parent, Affiliate and/or Subsidiary that is not disclosed in writing to [REDACTED];
- (n) No Account Purchased or any payment made with regard thereto will at any time during or after termination of the MPSA be avoidable by any bankruptcy trustee under Title 11 of the United States Bankruptcy Code or by any creditor, whether under state or federal law, as a preference, fraudulent conveyance or otherwise;
- (o) Each Account Purchased shall be absolutely enforceable against Seller's Account Debtor in accordance with the express terms of the invoice, whether as to price, terms delivery, guaranty or quality;
- (p) Seller has disclosed in writing to [REDACTED] any and all delinquent federal, state and/or local taxes; and in the event Seller subsequently permits or suffers any delinquent tax at any time during the Term of the MPSA, Seller will satisfy all such delinquent taxes within ten days after Seller receives notice or such additional time period as is acceptable to [REDACTED];
- (q) Seller has contemporaneously as to each Account Purchased, made the proper entry on its books and records recording the absolute sale of such Accounts to [REDACTED];
- (r) Seller is fully responsible for the acts, omissions and/or defalcations of its employees in the event that any employee, including any agent, representative or assign, fails to deliver any check or other payment belonging to [REDACTED];
- (s) Seller has instructed any Parent, Subsidiary or Affiliate entity that it may not sell or factor any of their Accounts to any entity other than [REDACTED] without first giving written notice to [REDACTED] and [REDACTED] consents;
- (t) No inventory, equipment or other asset outside the ordinary course of Seller's business has been sold without first giving [REDACTED] written notice and obtaining [REDACTED] written consent;
- (u) Each individual that executes and delivers the Assignment Schedule has the power and authority to do so on behalf of Seller;
- (v) Seller has immediately and in any event not more than twenty-four hours upon receipt of such information by Seller, notified [REDACTED] of any Dispute, return, rejection, loss of or damage to merchandise, any request made by an Account Debtor for an extension of time to pay or any fact or circumstance with respect to any Account Purchased or Account which is likely to effect the sum owing thereon or any other fact or circumstance that is likely to give rise to any Event of Default;
- (w) Seller shall at all times execute and deliver to [REDACTED] any and all documents that [REDACTED] deems desirable or necessary to effectuate the provisions of the MPSA;
- (x) Seller has no delinquent obligations under any organized labor contracts, and in the event Seller permits or suffers any such delinquent obligations at any time during the term of the MPSA, Seller will satisfy all such delinquent obligations within ten (10) days after Seller receives notice or is otherwise advised of same;
- (y) Seller has no delinquent obligations under any pension obligations, and in the event Seller permits or suffers any such delinquent obligations at any time during the term of the MPSA, Seller will satisfy all such delinquent obligations within ten (10) days after Seller receives notice or is otherwise advised of same;
- (z) Each person signing on behalf of Seller has the power and authority to execute and deliver the Assignment Schedule and any other documents in connection with the MPSA.
- (aa) Seller shall provide such financial information as [REDACTED] may request, including but not limited to tax returns and financial statements.

3.2 Each of the warranties, representations and covenants above shall be deemed renewed upon the submission to [REDACTED] of an Assignment Schedule and all representations, warranties and covenants above shall survive any termination of the MPSA.

4. GRANT OF SECURITY INTEREST

4.1 Seller hereby grants to [REDACTED] as security for all present and future Obligations owing to [REDACTED] a continuing first priority and exclusive security interest in all of Seller's existing and later acquired Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Inventory, Investment Property, Instruments, Letter of Credit Rights and all Supporting Obligations including all of Seller's books and records evidencing and/or related to all Accounts, any Commercial Tort Claim that Seller may come

to have and that is subsequently specifically referenced by written amendment, as well as all of Seller's software programs, stored data, aging schedules, customer lists, books, records, returned merchandise and all property of Seller at any time coming into [REDACTED] possession; and all lien rights associated with the Accounts, whether arising by operation of law or pursuant to contract or agreement, including but not limited to mechanic's lien rights (the "Collateral").

4.2 Upon execution of the MPSA, [REDACTED] shall notify all Account Debtors to insure that all of Seller's Accounts, whether or not [REDACTED] makes an Advance against such Accounts, shall be paid directly to [REDACTED] at either its address set forth in the MPSA or any other address that [REDACTED] may elect to use for the receipt of Account Debtor payments. Such notification may include a notation on Seller's invoices of the fact that, *inter alia*, the Account has been sold and assigned and that payment is due exclusively to [REDACTED] ("Payment Notation"), such Payment Notation to be at the sole discretion of [REDACTED]. [REDACTED] shall have the right at any time, either before or after the occurrence of an Event of Default and without notice to Seller, to notify any or all Account Debtors of the assignment to [REDACTED] and to direct such Account Debtors to make payment of all amounts due or to become due to Seller directly to [REDACTED]. As to any Account proceeds that do not represent any Account for which Seller has received an Advance, and so long as Seller is not in default, such proceeds of Accounts shall be Available Funds for and on account of Seller, subject to the right of [REDACTED] to maintain a Reserve. Seller authorizes [REDACTED] to file any Financing Statements or other instrument that [REDACTED] deems appropriate to perfect [REDACTED] ownership rights and security interest(s) granted hereunder without further authorization from Seller.

4.3 For the purpose of this section, all rights granted to [REDACTED] shall also include each of [REDACTED] Parent, Affiliates and Subsidiaries ("Related Entities") to the extent Seller becomes indebted to any one or more Related Entities, in which event [REDACTED] shall be entitled to assert on any such Related Entity's behalf any right [REDACTED] receives under the MPSA. Moreover, to the extent any one of the Related Entities holds funds for or is otherwise obligated to Seller, any Related Entity may setoff or otherwise withhold such funds in favor of and disburse same to any other Related Entity to whom Seller is obligated.

4.4. In the event Seller or any one or more of its principals, officers or directors during the term of the MPSA or while Seller remains liable to [REDACTED] for any Obligations under the MPSA or arising out of or related to the MPSA, form a new entity that does business similar to that of Seller, whether in the form of a corporation, partnership, limited liability company or otherwise, such entity shall be deemed to have expressly assumed the obligations due [REDACTED] by Seller under the MPSA. Upon the formation of any such entity, [REDACTED] shall be deemed to have been granted an irrevocable power of attorney with authority to file a new financing statement with the appropriate secretary of state or UCC filing office naming the newly formed successor business, as Debtor. [REDACTED] shall be held harmless and be relieved of any liability as a result of [REDACTED] filing of any such financing statement or the resulting perfection of a security interest in any of the successor entity's assets and [REDACTED] shall have the right to notify the successor entity's Account Debtors of [REDACTED] security interest, its right to collect all Accounts, and to notify any new lender who has sought to obtain a competing security interest of [REDACTED] right in such successor entity's assets.

5. EVENTS OF DEFAULT

5.1 An Event of Default shall be deemed to have occurred under the MPSA upon the happening of any one or more of the following:

- (a) Seller shall fail to pay when due any Obligation;
- (b) There shall be commenced by or against Seller any voluntary or involuntary case under the United States Bankruptcy Code, any Assignment For The Benefit of Creditors or an appointment of a receiver or custodian over Seller or its assets occurs;
- (c) Seller becomes Insolvent;
- (d) Any lien, garnishment, attachment or the like shall be filed, occur, arise or attach to any portion of the Seller's Assets and the same is not released within [REDACTED] days;
- (e) A judgment is entered against Seller in excess of \$[REDACTED] unless the same is satisfied within thirty (30) days after the date of entry thereof or an appeal or appropriate proceeding for review thereof is taken within such periods and a stay of execution pending such appeal is obtained;
- (f) Seller shall fail to perform any material duty under the MPSA;
- (g) Seller breaches any warranty, representation or covenant set forth herein, or any warranty, representation or covenant is not true, accurate or correct;
- (h) Any Assignment Schedule, report, certificate, financial statement, or other document furnished by Seller to [REDACTED] or by any other person on behalf of Seller, is untrue, incorrect or becomes untrue or incorrect in any material respect;
- (i) Seller shall fail to pay any federal or state tax or fail to timely file any tax form as and when due;
- (j) A material adverse change occurs in Seller's financial condition, business or operations without first obtaining [REDACTED] written consent to continue Advances under the MPSA, or the death or disability of any principal or Guarantor;
- (k) There shall be a change in management or ownership of Seller;
- (l) [REDACTED] deems itself insecure and has reasonable cause to believe that the prospect of Seller's performance under the MPSA appears jeopardized or if [REDACTED] deems itself insecure and has reasonable cause to believe that the prospect of any Guarantor's performance appears jeopardized regardless of Seller's performance.

5.2 Upon the occurrence of an Event of Default, all Obligations owed to [REDACTED] shall be immediately due and payable. [REDACTED] shall have the right, at its discretion, to cease further consideration of Accounts for Advance and to terminate the MPSA, all of which may be done without notice to Seller and [REDACTED] may immediately exercise all rights and remedies under the MPSA, the Uniform Commercial Code and applicable law. In the Event of Default, [REDACTED] shall have the right to enforce all lien rights of Seller and to take

any and all actions necessary or desirable to enforce such lien rights, including but not limited to mechanics lien rights, in the name of [REDACTED]

5.3 If an Event of Default occurs due to the filing of a tax lien or levy, until such lien or levy is satisfied and discharged, [REDACTED] shall be entitled to withhold any sum(s) that may otherwise be due Seller and may remit same to the taxing authority. Moreover, Seller agrees that until the tax lien or levy is satisfied or discharged, [REDACTED] shall be entitled to collect all proceeds of Accounts and apply such proceeds to any Obligations.

5.4 An Event of Default shall not suspend or abate any performance due [REDACTED]. Notwithstanding a termination of the MPSA by [REDACTED], Seller's Obligations shall remain unconditionally due and owing and any amounts due shall accrue interest at the maximum rate allowable by law until all Accounts Purchased and Obligations due [REDACTED] have been fully satisfied. Upon an Event of Default, [REDACTED] shall be authorized to notify each bank or other financial institution in which Seller maintains an account that so much of the funds necessary to cure Seller's breach shall be set aside to and for the exclusive benefit of [REDACTED]. Seller shall be obligated for the Missing Payment Notation Fee on any Account Purchased in which the invoices issued by Seller to an Account Debtor do not contain the Payment Notation. Seller shall pay to [REDACTED] a Liquidation Administration Fee for each Account Purchased and outstanding at any time during a Liquidation Period. In order to satisfy any of the Obligations due [REDACTED], Seller authorizes [REDACTED] to initiate electronic debit or credit entries through the ACH system to any Deposit Account maintained by Seller. Seller shall hold [REDACTED] harmless of any claim(s) or damage(s) that might arise as a result of [REDACTED] notification unless it can be shown that [REDACTED] acted in bad faith and without just cause.

5.5 [REDACTED] shall be entitled to equitable relief without having to establish an inadequate remedy at law or other grounds except that the Collateral securing Seller's obligations to [REDACTED] is subject to being dissipated and such equitable relief may include injunctive or receivership remedies. Seller waives any requirement that [REDACTED] post or otherwise obtain or procure any bond. Alternatively, in the event [REDACTED] in its sole and exclusive discretion, desires to procure and post a bond, [REDACTED] may procure and file with the court a bond in an amount up to and not greater than \$ [REDACTED] notwithstanding any common or statutory law requirement to the contrary. Upon [REDACTED] posting of such bond it shall be entitled to all benefits allowed by law as if such bond was posted in compliance with state law. Seller waives any right it may be entitled to, including an award of attorney's fees or costs, in the event any equitable relief sought by and awarded to [REDACTED] thereafter, for whatever reason(s), vacated, dissolved or reversed. Seller agrees to reimburse [REDACTED] for all reasonable attorney's fees, court costs and other expenses incurred by [REDACTED] in the enforcement of the MPSA including, but not limited to, protecting or enforcing its interest in the Accounts Purchased, the Collateral securing Seller's obligations to [REDACTED] or in connection with any bankruptcy case or insolvency proceeding involving Seller. Notwithstanding the existence of any law, statute or rule, in any jurisdiction that may provide Seller with a right to attorney's fees or costs, Seller hereby waives any and all rights to hereafter seek attorney's fees or costs thereunder and Seller agrees that [REDACTED] exclusively shall be entitled to indemnification and recovery of any and all attorney's fees or costs in respect to any litigation based hereon, arising out of, or related hereto, whether under, or in connection with, this and/or any agreement executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All post-judgment interest shall bear interest at the Post-judgment Rate.

5.6 Upon an Event of Default, all of Seller's rights of access to [REDACTED] online, internet available services, shall be provisional pending Seller's curing of all such Events of Default. During such period of time, [REDACTED] may limit or terminate Seller's access to [REDACTED] online services. Seller acknowledges that the information [REDACTED] makes available to Seller constitutes and satisfies any duty to respond to a Request for an Accounting or Request regarding a Statement of Account pursuant to § 9-210 of the UCC. In addition, Seller agrees to indemnify [REDACTED] from any loss arising out of the assertion of any Avoidance Claim and shall pay to [REDACTED] on demand, the amount thereof. Seller shall notify [REDACTED] within two business days of it becoming aware of the assertion of an Avoidance Claim. In the event, after termination, Seller breaches its duty to indemnify [REDACTED] under this section, all of [REDACTED] rights hereunder shall be deemed reinstated, including but not limited to [REDACTED] rights to act as Seller's attorney in fact in order to file any previously terminated UCC financing statements to perfect [REDACTED] rights as a secured party, which rights shall not be terminated until such breach is remedied. This Section 5.6 shall survive termination of the MPSA.

5.7 Upon an Event of Default, the Parties acknowledge that it shall be presumed commercially reasonable and [REDACTED] shall have no duty to undertake to collect any Account if [REDACTED] receives information from an Account Debtor that a material Dispute exists or in the event [REDACTED] receives information that any Dispute exists and the amount of recovery is outweighed by the likely costs and expenses to pursue any such Account. This provision is not intended to impose any duties on [REDACTED] in circumstances other than those specifically addressed herein. Furthermore, in the event [REDACTED] undertakes to collect from or enforce an obligation of an Account Debtor or other person obligated on the Collateral securing the Obligations of [REDACTED] and determine that that possibility of collection is outweighed by the likely costs and expenses that will be incurred, [REDACTED] may at any such time cease any further collection efforts and such action shall be considered commercially reasonable. Before Seller may, under any circumstances, seek to hold [REDACTED] responsible for taking any action not deemed commercially reasonable, Seller shall be required to first notify [REDACTED] in writing, of all reasons why Seller believes [REDACTED] has acted in a manner not deemed commercially reasonable and advise [REDACTED] of the action that Seller believes [REDACTED] should take.

6. TERM AND TERMINATION

6.1 The MPSA will remain in effect for the entire Term, which Term will be automatically extended for successive periods of one (1) year unless Seller provides written notice of cancellation at least sixty (60) but no more than ninety (90) days prior to the expiration of the initial or any renewal Term. Any notice of termination by Seller, however, and notwithstanding payment in full of all Obligations by Seller, is conditioned on Seller's delivery, to [REDACTED] of a general release in a form reasonably satisfactory to [REDACTED]. Seller understands and agrees that this provision constitutes a waiver of its rights under § 9-513 of the UCC. [REDACTED] shall not be required to

record any terminations or satisfactions of any of [REDACTED] security interests unless and until Seller has executed and delivered to [REDACTED] said general release and Seller shall have no authority to do so without [REDACTED] express written consent.

6.2 Any request by Seller to give notice of early termination of the MPSA at any time prior to the end of the Term of the MPSA must be in writing. In the event that [REDACTED] agrees to grant such a request for early termination, Seller shall pay [REDACTED] the Termination Fee, in addition to any additional fees due to [REDACTED] as a result of such Termination.

6.3 Any termination of the MPSA shall not affect [REDACTED] security interest and [REDACTED] ownership of the Accounts Purchased, and the MPSA shall continue to be effective, until all transactions entered into and obligations incurred hereunder have been completed and satisfied in full. Notwithstanding anything to the contrary, and assuming no default by Seller in which event [REDACTED] may terminate without notice, [REDACTED] may terminate the MPSA at any time by giving not less than thirty (30) days notice.

7. OPERATIONS AND PROCEDURES

7.1 Seller irrevocably appoints [REDACTED] as its attorney and agent in fact with power to: (a) file any Financing Statements, amendments or other filings; (b) strike Seller's address from any correspondence to any Account Debtor and insert [REDACTED] address; (c) receive, open and discard all mail addressed to Seller via [REDACTED] address; (d) endorse the name of Seller or Seller's trade name on any check or other evidence of payment payable to Seller that may come into the possession of [REDACTED]; (e) demand, sue for, compromise and/or collect any and all moneys due to Seller; (f) compromise, prosecute or defend and action, claim or proceeding as to the Accounts; (g) send notices, demand or requests to the Account Debtor in the name of Seller for any purpose whatsoever deemed necessary or desirable by [REDACTED] including, without limitation, notices regarding payment instructions or seeking estoppel information on the Accounts and such other matters integral to the relationship and (h) upon an Event of Default, be irrevocably authorized to redirect all of Seller's mail to [REDACTED] and after reviewing all mail in order to ascertain which portion is applicable to the Accounts Purchased or Collateral, make all other mail available for pick-up by Seller. The Power of Attorney granted to [REDACTED] herein shall be deemed to be coupled with an interest and, therefore, irrevocable until all Accounts Purchased are paid in full and all Obligations to [REDACTED] are satisfied. Seller shall execute and supply to [REDACTED] any and all forms (i.e. Forms [REDACTED] and/or [REDACTED] that [REDACTED] may require in order to enable [REDACTED] to obtain and receive tax information issued by the Department of the Treasury, Internal Revenue Service, or receive refund checks.

7.2 Should Seller receive payment of all or any portion of any Account, Seller shall immediately notify [REDACTED] of the receipt of the payment, hold said payment in trust for [REDACTED] separate and apart from Seller's own property and funds, and shall deliver said payment to [REDACTED] within one (1) business day in the identical form in which received. Should Seller receive any check or other payment instrument with respect to an Account and fail to surrender and deliver to [REDACTED] said check or payment instrument within two (2) business days, [REDACTED] shall be entitled to charge Seller a Misdirected Payment Fee to compensate [REDACTED] for the additional administrative expenses that the parties acknowledge is reasonably likely to occur as a result of a breach of this section. In the event any Goods, the sale of which gave rise to an Account Purchased, are returned to or repossessed by Seller, such Goods shall be held by Seller in trust for [REDACTED] separate and apart from Seller's own property and subject to [REDACTED] sole direction and control.

7.3 All of [REDACTED] electronically maintained data, all hard-copy print-outs of such data, including all of [REDACTED] books and records and all other data in relation thereto between [REDACTED] and Seller shall be admissible in evidence without objection by Seller as prima facie evidence of the status of the Accounts and Obligations due [REDACTED]. Each statement, report, or accounting rendered or issued by [REDACTED] to Seller shall be deemed conclusively accurate and binding on Seller unless within fifteen (15) days after the date of issuance or the date such information is posted or otherwise made available on [REDACTED] internet website, Seller notifies [REDACTED] to the contrary by registered or certified mail, setting forth with specificity the reasons why Seller believes such statement, report, accounting or the date such information is posted or otherwise made available on [REDACTED] internet website is inaccurate, as well as what Seller believes to be correct amount(s). Seller's failure to receive any monthly statement shall not relieve it of the responsibility to request such statement or otherwise excuse Seller from access [REDACTED] internet website and Seller's failure to do so shall nonetheless bind Seller to whatever [REDACTED] records or website reports.

7.4 [REDACTED] shall have the right to conduct an examination and verification of a company's financial, accounting, accounts receivable and invoicing records and supporting documents by an employee of [REDACTED] or a professional selected by [REDACTED] to verify the accuracy of such records (an "Audit") upon i) an Event of Default; ii) a breach of the MPSA by Seller; iii) in order to protect [REDACTED] security interest hereunder or iv) a request of Seller to modify any terms or conditions of the MPSA. [REDACTED] shall be permitted to conduct an Audit upon 24 hours advance notice to Seller. Seller shall be responsible for all Audit Expenses.

7.5 All Accounts sold to and purchased by [REDACTED] are with recourse to Seller and at Seller's sole credit risk. Accordingly, [REDACTED] shall have the right to Chargeback any Advances on an Accounts at any time, either before or after maturity. In the event of Chargeback, Seller agrees to pay [REDACTED] the full amount thereof, and failing to do so, Seller shall be responsible for all damages, including all expenses incurred by [REDACTED] in attempting to collect or enforce payment of such Accounts. If Seller fails to pay for a Chargedback Account, in addition to [REDACTED] right to receive its other fees set forth in the MPSA, [REDACTED] shall be entitled to assess a Chargeback Fee. Seller agrees that it may not grant any allowance, credit or adjustment to an Account Debtor, or accept any return of merchandise, without express prior written consent of [REDACTED]. [REDACTED] may, at its option, settle and/or compromise any Dispute without any liability to seller so long as the compromise is done in good faith. [REDACTED] as the sole and absolute owner of the Accounts, shall have the sole and exclusive power and authority to collect each such Account, through legal action or otherwise, and exercise, to the maximum extent permitted by applicable law, any other right now existing or hereafter arising with respect to any of such Accounts. Any settlement made by [REDACTED] shall not relieve Seller of any of its obligations under the MPSA and no Chargeback shall be deemed a reassignment of [REDACTED] interest in the Accounts.

7.6 [REDACTED] shall have the right to set a funding limit for each Account Debtor (the "Funding Limit"), which Advances to each Account Debtor shall not exceed the Funding Limit. Seller acknowledges that [REDACTED] is not a credit agency and that its credit decisions are based on information received from third-party sources. Accordingly, [REDACTED] reserves in its sole and exclusive discretion the right to set and modify, at any time and from time to time, Account Debtor Funding Limits.

7.7 Any Account over ninety (90) days old on which Account Seller has received an Advance shall be charged an Over 90 Day Fee, in addition to any other fees charged to such Account. [REDACTED] as the sole and absolute owner of the Accounts, shall have the sole and exclusive power and authority to collect each such Account, through legal action or otherwise, and exercise, to the maximum extent permitted by applicable law, any other right now existing or hereafter arising with respect to any of such Accounts. Any settlement made by [REDACTED] shall not relieve Seller of any of its obligations under the MPSA and no Over 90 Fee shall be deemed a reassignment of [REDACTED] interest in the Accounts.

8. GOVERNING LAW AND ATTORNEYS FEES

8.1 The MPSA shall be deemed executed in the Chosen Forum and in all respects shall be governed by and construed in accordance with the domestic laws of the Chosen Forum, without regard to any choice of law or conflict of law provisions or rules (whether of the Chosen Forum or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Chosen Forum. Seller consents to the jurisdiction of any state or federal court sitting in the Chosen Forum in any action or proceeding the subject matter of which arises out of or relates, directly or indirectly, to the MPSA and each of Seller and [REDACTED] agree that all claims in respect to any action or proceeding shall be heard and determined in the Chosen Forum. Seller further agrees to waive any right it may have to seek a change of venue based on inconvenience of the Chosen Forum or otherwise.

8.2 [REDACTED] AND SELLER AND ANY OBLIGOR HEREUNDER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF OR RELATED HERETO WHETHER, UNDER OR IN CONNECTION WITH THE MPSA OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, INCLUDING ANY COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. To the extent any law in the Chosen Forum would refuse enforcement of this waiver of jury trial provision, then, in such event, and only in such event, the Parties agree that [REDACTED] may elect to apply that the law of the state, if different from the Chosen Forum, in which the Seller is either organized or is physically located in order to make this provision enforceable. If there is no difference between such other state's law and the Chosen Forum, then [REDACTED] shall exclusively be entitled to require that any controversy or claim arising out of or relating to the MPSA, or any breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court in the Chosen Forum. Notwithstanding the foregoing, [REDACTED] shall be entitled to institute suit in order to obtain provisional relief in the form of prejudgment remedies, including, replevin, garnishment, attachment or the like without being held to have waived its right to compel arbitration on all remaining issues and in such event any claim that Seller may wish to assert shall be subject to arbitration.

9. INDEMNIFICATION

9.1 At no time shall [REDACTED] owe any duty or obligation to any Account Debtor in connection with the Goods or services sold or Accounts Purchased. Seller agrees to indemnify [REDACTED] against any liability, loss or expense caused by, or arising out of, any costs or expenses and any liability that may arise due to an action or other proceeding brought by an Account Debtor or third party against [REDACTED] the collection of any Account, the rejection or revocation of merchandise or disputes with respect to any services of every kind and nature by an Account Debtor.

9.2 Seller will indemnify and hold harmless [REDACTED] and its officers, directors, principals, partners, members, employees, agents, representatives and affiliates (each being an "Indemnified Party") from and against any and all losses, claims, actions, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable federal or state law, made by any third party or otherwise, relating to or in connection with the MPSA and the performance by such Indemnified Party under the MPSA, and Seller will reimburse any Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatening claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. The provisions of this Section 9.2 shall survive the termination of the MPSA.

10. GENERAL PROVISIONS

10.1. Assignment. This MPSA shall inure to the benefit of and is binding upon the parties, together with their executors, administrators, successors, and assigns. Seller hereby gives [REDACTED] the right at any time to assign and delegate all of its rights and duties under the MPSA to any entity affiliated with [REDACTED] or any entity which has a common owner with [REDACTED] Seller may neither assign any of its rights nor delegate any of its duties under the MPSA to any party without the express prior written consent of [REDACTED] which consent shall be in [REDACTED] sole and exclusive discretion.

10.2 Entire Agreement. The MPSA contains the entire understanding of the parties hereto and no amendment, modification or waiver, oral or otherwise, with respect to any provision will in any event be effective unless the same is in writing and signed by an officer of [REDACTED] Such amendment, modification or waiver must have an original signature of an officer of [REDACTED] and no email correspondence shall be considered a writing for purposes of this Section 10.2. No failure or delay on [REDACTED] part in exercising any right, power or remedy granted to [REDACTED] hereunder will constitute or operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right set forth herein.

10.3 Breach of [REDACTED] Seller's sole remedy for any breach alleged to have been committed by [REDACTED] of any obligation or duty owed under the MPSA, any other agreement between Seller and [REDACTED] or any duty or obligation arising out of or related to the MPSA shall be limited to the Available Funds, which Available Funds shall be the amount five (5) days after the time notice in writing of such breach is first given to [REDACTED]. Under no circumstances shall [REDACTED] be liable for any incidental, special or consequential damages, including, but not limited to, loss of goodwill, loss of profit, or any other losses associated therewith, whether [REDACTED] did or did not have any reason to know of a loss that may result from any general or particular requirement of Seller.

10.4 Relationship of Parties. Seller acknowledges that the relationship under the MPSA is principally that of seller and purchaser and that there is not now, and Seller will at no time seek or attempt to establish, any fiduciary or confidential relationship between [REDACTED] and Seller. Seller waives any right to assert, now or in the future, the existence or creation of any fiduciary or confidential relationship between [REDACTED] and Seller in any action or proceeding, whether by way of claim, counterclaim, cross claim or otherwise.

10.5 Notices. Any notice or other communication by either party to the other in connection with an Event of Default, breach of the MPSA, termination of the MPSA or any written notice as provided for herein shall be in writing and shall be sent to the address set forth in Paragraph A of the MPSA and shall be given and be deemed to have been duly given, (i) three Business Days following deposit in the United States mail, with proper postage prepaid; (ii) upon delivery if delivered by hand to the party to be notified; (iii) the following day if sent by a nationally recognized overnight delivery service; or (iv) upon confirmation of a facsimile transmission. The address for notices may be changed by written notice delivered as set forth herein.

10.6 Additional Instruments. Each of the parties shall from time to time, at the request of others, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full effect and force to the provisions of the MPSA.

10.8 Originals. The MPSA may be executed in any number of counterparts, each of which so executed shall be deemed an original and constitute one and the same agreement. Facsimile copies with signatures shall be given the same legal effect as an original.

10.9 Legal Construction. In case any one or more of the provisions contained in the MPSA shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the MPSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.10 Interpretation. In the event an ambiguity or question of intent or interpretation arises, the MPSA shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the MPSA.

10.11 No Third Parties Benefited. The MPSA is made and entered into for the sole benefit of the parties hereto, their permitted successors and assigns, and no other person or persons shall have any right or action under the MPSA.

STANDARD PROVISIONS TO MASTER PURCHASE AND SALE AGREEMENT [REDACTED]

ANNEX A
STANDARD PROVISIONS DEFINITIONS

All capitalized terms in the MPSA shall have the meanings ascribed to such term as it is defined or identified in the MPSA in either this Annex A or Paragraph C styled "Terms Definitions" or, if not so defined or identified in the MPSA, as such term may be defined by the Uniform Commercial Code as adopted by the Chosen Forum (the "UCC"). The following terms used herein shall have the following meanings:

"Accounts Purchased" shall mean all Accounts that are offered for sale to [REDACTED] regardless of whether an Advance is made against an Account.

"Advance" shall mean the amount [REDACTED] may pay Seller upon delivery of Accounts offered for sale based upon the applicable Advance Rate.

"Affiliate" shall mean a Person that that owns or controls, directly or indirectly, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's director, officers, members or managers.

"Aggregate Net Face Value" shall mean the face amount of all Accounts identified on an Assignment Schedule less any allowances, discounts or deductions available to a customer or any other deduction that Seller may make available.

"Assignment Schedule" shall mean the form of cover page that shall be used by Seller to offer [REDACTED] Accounts for sale.

"Available Funds" shall mean the Accounts Purchased have been collected in good funds after the expiration of the Collection Float Days minus (i) the Advance; (ii) all returns, credits, allowances and discounts calculated upon shortest or longest selling terms, at [REDACTED] option, on any alternative terms of sale offered by Seller to Account Debtors; (iii) any Chargedback Account; (iv) any and all expenses arising in connection with the MPSA, including but not limited to (a) any and all search fees and filing fees that may be required by [REDACTED] in connection with its due diligence; (b) applications for credit insurance or due diligence that may be required to ascertain the creditworthiness of Seller or Sellers Account Debtors; (c) wire transfer fees or other financial institution fees; (d) any and all expenses in connection with Field Review or Audit Expenses; (v) all other costs or expenses incurred by [REDACTED] including but not limited to, all costs and expenses relating to a notice of lien, audit, lien and title examinations, or expenses incurred in protecting and preserving accounts, and professional fees, including accountant and attorney's fees, related to the foregoing; and (vi) [REDACTED] right to use such Available Funds to secure any Obligation.

"Avoidance Claim" shall mean any claim that any payment received by [REDACTED] is avoidable under the Bankruptcy Code or any other debtor relief statute.

"Chargedback" shall mean an Account Purchased that must be repurchased by Seller, which repurchase shall be an Obligation of Seller.

"Chargeback Fee" shall mean a fee in the amount of [REDACTED] percent [REDACTED] for each Account Purchased that Seller, after being requested to repurchase, fails to repurchase.

"Collection Float Days" shall mean an additional three (3) days after [REDACTED] receipt of an Account Debtor's payment.

"Dispute" means any alleged defense, counterclaim, offset, dispute or other claim asserted by an Account Debtor regarding any Account Purchased which relates to the sale of goods, rendition of services or any other transaction or occurrence, whether or not bona fide.

"Effective Date" shall mean the date Seller receives its first Advance under the MPSA.

"Eligible Accounts" shall mean all Accounts which are eligible for Advance, which Eligible Accounts may exclude i) any invoices over ninety (90) days old; ii) any invoices that are in Dispute; iii) any invoices on which an Advance will exceed the assigned Account Debtor credit limit established by [REDACTED]; iv) any invoices for which incomplete back up documentation has been submitted; v) any invoice billed to an Account Debtor of which fifty percent (50%) of such Account Debtor's overall account is more than 90 days outstanding; vi) any invoices owed by an Account Debtor this is the subject of an insolvency proceeding; or vii) any invoice which does not meet the terms and conditions of the MPSA.

"Event of Default" shall mean those events described in Section 5 of these Standard Provisions.

"Field Review or Audit Expenses" shall mean the expenses associated with an Audit, including but not limited to [REDACTED] Dollars ([REDACTED] per day and any related travel expenses.

"Guarantor" shall mean any person or entity guarantying the Obligation of Seller under the MPSA.

"Insolvent" shall mean Seller is generally not paying its debt obligations as they become due.

[REDACTED]
Seller Initials _____

"Liquidation Administration Fee" shall mean an additional [REDACTED] percent [REDACTED] of the face value of each unpaid Account during the Liquidation Period.

"Liquidation Period" shall mean a period beginning on the earliest date of (i) the commencement by or against Seller by the filing of any voluntary or involuntary petition under the United States Bankruptcy Code, (ii) the general assignment by Seller of its assets in order to commence a proceeding for the benefit of its creditors (iii) the appointment of or taking possession by a receiver, liquidator, assignee, custodian or similar official of all or a substantial part of Seller's assets, or (iv) the cessation of business of Seller and ending on the date on which [REDACTED] has actually received all fees, costs, expenses and Obligations owing.

"Maximum Sale Terms" shall mean Seller's terms of sale may not authorize a due date for payment of the goods or services sold beyond sixty (60) days from the date of the invoice.

"Minimum Monthly Sales Shortfall". Minimum Monthly Sales Shortfall" shall mean Seller's failure in any given month to meet its Minimum Monthly Volume which event gives rise to an additional fee calculated as (Minimum Sales minus Actual Sales) x Purchase Fees, provided, however, that for the purposes of calculating the Minimum Monthly Sales Shortfall, Purchase Fees shall not include any Funding Fees.

"Misdirected Payment Fee" shall mean [REDACTED] of the amount of any payment (but in no event less than \$[REDACTED]) on account of an Account Purchased which has been received by Seller and not delivered in kind to [REDACTED] on the next business day following the date of receipt by Seller, or 30% of the amount of any such payment which has been received by Seller as a result of any action taken by Seller to cause such payment to be made to Seller in order to compensate [REDACTED] for the reasonably likely additional administrative expenses caused by this conduct.

"Missing Payment Notation Fee" shall mean [REDACTED] % of the amount due on an Account Purchased at the time of purchase.

"Net Funds Employed" shall mean all Advances plus all Purchase Fees.

"Obligation" shall mean and includes all Advances, debts, liabilities and obligations due to any warranty, representation or covenant and duties of every kind and description that Seller owes to [REDACTED] under the MPSA or otherwise (whether or not evidenced by a writing and whether or not for the payment of money), direct or indirect, absolute or contingent including those that [REDACTED] reasonably anticipates are likely to occur or that may adversely effect [REDACTED] ability to collect Accounts Purchased in the future.

"Over 90 Day Fee" shall mean a fee in the amount of one percent [REDACTED] % for each Account Purchased for which Seller has received an Advance, which Account represents an any invoice over ninety (90) days old and which fee shall continue at a rate of [REDACTED] percent [REDACTED] % each [REDACTED] days or any portion thereof for as long as such Account Purchased remains over ninety (90) days old, which Over 90 Day Fee shall be an Obligation of Seller.

"Parent" shall mean a company that owns enough voting stock in another Person to control management and operations of such Person.

"Person" shall mean any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, estate, entity or government agency.

"Post Judgment Rate" shall mean [REDACTED] %.

"Prime Rate" shall mean the "prime rate" as published in *The Wall Street Journal* (Eastern Edition) in its "Money Rates" column or, if no longer published as such, the rate of interest announced from time to time by any other bank selected by [REDACTED], as its prime rate, base rate, or reference rate. If *The Wall Street Journal* publishes more than one "prime rate" under its "Money Rates" column, then the Prime Rate shall be the highest of such rates. Any adjustment in the Prime Rate, whether downward or upward, will become effective on the first day of the month following the month in which the Prime Rate is reduced or increased.

"Purchase Price" shall mean the Aggregate Net Face Value of the Accounts.

"Subsidiary" shall mean any Person, joint venture, or any other entity of which more than fifty percent (50%) of the voting stock or other equity interest is owned or controlled, directly or indirectly, by the Person or one or more Affiliates of the Person.

"Term" shall mean the initial one-year anniversary from the Effective Date of the MPSA and any renewal hereunder.

"Termination Fee" shall mean the higher of (i) [REDACTED] percent [REDACTED] % of the Total Maximum Facility or (ii) [REDACTED] percent [REDACTED] % of the average monthly Purchase Fees for the three (3) month periods prior to the date of such termination multiplied by the remaining month periods in the Term or any portion thereof.