

THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

ADVANCE LAWN & LANDSCAPE, INC.,

Debtor.

Case No. 18-00122-hb

Chapter 11

NOTICE OF MOTION OF STRATEGIC FUNDING SOURCE, INC. TO PROHIBIT
DEBTOR'S USE OF CASH COLLATERAL AND FOR ADEQUATE PROTECTION

Strategic Funding Source, Inc. ("Strategic") has filed papers with the court to prohibit Advanced Lawn & Landscape, Inc. ("Debtor") from using Strategic's cash collateral and requiring Debtor to provide adequate protection to Strategic.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to prohibit Debtor's use of cash collateral and provide adequate protection to Strategic, or you want the court to consider your views on the motion, then within fourteen (14) days of service of this notice, you or your attorney must:

File with the court a written response, return, or objection at:

1100 Laurel Street
Columbia, SC 29201

Responses, returns, or objections filed by an attorney must be electronically filed in ecf.scb.uscourts.gov.

If you mail your response, return, or objection to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

You must also send a copy to:

Adam J. Floyd
Beal, LLC
P.O. Box 11277
Columbia, SC 29211

Attend the hearing scheduled to be heard on December 11, 2018, at 10:30 a.m. at the Donald S. Russell Federal Building and U.S. Courthouse, 201 Magnolia Street, Spartanburg, SC 29306.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: November 7, 2018

/s/ Adam J. Floyd
Michael M. Beal, Esq. (USDC #1253)
Adam J. Floyd, Esq. (USDC #10749)
BEAL, LLC
1301 Gervais Street, Ste. 1040
Columbia, SC 29201
(803) 728-0803
mbeal@bealLLC.com
afloyd@bealLLC.com

Counsel for Strategic Funding Solutions, Inc.

THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:
ADVANCE LAWN & LANDSCAPE, INC.,

Debtor.

Case No. 18-00122-hb
Chapter 11

MOTION OF STRATEGIC FUNDING SOURCE, INC. TO PROHIBIT DEBTOR'S USE
OF CASH COLLATERAL AND FOR ADEQUATE PROTECTION

Comes now Strategic Funding Source, Inc. ("Strategic"), through its undersigned counsel, hereby files its Motion (the "Motion") to Prohibit Debtor's Use of Cash Collateral and for Adequate Protection and, in support thereof, states as follows:

Background

1. Advance Lawn & Landscape, Inc. (the "Debtor") filed a voluntary petition for relief under chapter 11 of the bankruptcy code on January 11, 2018 (the "Petition Date").
2. Prior to the Petition Date, on or about April 21, 2016, Debtor executed a Revenue Based Factoring (RBF/ACH) Agreement (hereinafter "Agreement") with Strategic. A copy of Strategic's Proof of Claim filed against the Debtor, including the Agreement, is attached hereto as **Exhibit 1** and incorporated herein by reference.
3. In the Agreement, the Debtor sold and Strategic purchased Debtor's receivables in the amount of Ninety-Seven, Two Hundred Twenty-Two and 50/100 Dollars (\$97,222.50) (the "Purchased Receivables") in exchange for an up-front advance in the amount of Seventy-Four Thousand, Five Hundred Dollars (\$74,500.00) (the "Purchase Price").
4. On or about April 28, 2016, Strategic filed a UCC-1 financing statement (the "Financing Statement") with the South Carolina Secretary of State, thereby perfecting its purchase

of the Purchased Receivables. A copy of the UCC-1 is also included in Strategic's **Exhibit 1** and is incorporated herein by reference.

5. A UCC-3 termination statement was filed on July 26, 2016, purporting to terminate Strategic's UCC-1 filing, which covered the Pre-Petition Collateral.

6. Strategic did not file the termination statement or authorize the filing of the termination statement and did not discover that the termination statement had been filed until after the Petition Date.

7. As of the Petition Date, Debtor owed Strategic no less than Ninety-One Thousand Two Hundred Eighty-Eight and 74/100 Dollars (\$91,288.74), not including costs and reasonable attorney's fees for legal proceedings, which Strategic is entitled to recover pursuant to paragraph 1.11 of the Agreement.

8. On February 12, 2018, Debtor and Strategic filed their Notice and Motion Pursuant to Federal Rule of Bankruptcy Procedure 4001(d) (the "Initial Settlement"), indicating that the parties had reached a settlement regarding the Debtor's use of Strategic's cash collateral. In addition to granting Strategic various replacement liens and allowing Strategic to file a correction statement showing that its UCC has not been terminated, the Initial Settlement required the Debtor to make a marginal adequate protection payment of \$100 per month to Strategic. The Initial Settlement was approved by order of the Court on March 14, 2018, and Strategic's correction statement was filed with the South Carolina Secretary of State on April 19, 2018.

9. Subsequent to the Initial Settlement, the Debtor has entered into the following post petition settlements with other creditors:

- a. Settlement with Kubota Credit Corporation ("Kubota"), requiring the Debtor to make monthly payments of \$1,171.62;

- b. Settlement with Blue Bridge Financial, LLC, requiring the Debtor to make monthly payments of \$566.20; and
- c. Settlement with SunTrust Bank, requiring the Debtor to make monthly payments of \$803.00 (collectively, the “Subsequent Settlements”).

10. The Debtor defaulted on its settlement agreement with Kubota, and Kubota has been granted relief from the automatic stay to recover its collateral from the Debtor. Strategic is not aware of whether Kubota has recovered and liquidated its collateral at this time.

11. Strategic is a secured creditor of the Debtor and has a valid and properly perfected security interest in the Debtor’s assets, in connection with, *inter alia*, the Agreement and Security Agreements dated May 7, 2018, executed by and between Debtor and Strategic. *See, Exhibit 1.*

12. The Debtor pledged all personal property assets, including, without limitation, accounts receivable, equipment, inventory and general intangibles, as collateral to secure its obligations to Strategic (the “Pre-Petition Collateral”). As of the Petition Date, all cash and cash equivalents of the Debtor were part of Strategic’s Pre-Petition Collateral or proceeds of same.

13. Strategic’s collateral is being used by the Debtor to make payments towards the Subsequent Settlements, which further diminishes Strategic’s security position without providing Strategic any increased adequate protection.

RELIEF REQUESTED

14. As a result of the Subsequent Settlements and the Debtor’s default on its agreement with Kubota, Strategic’s lien position is eroding while the Debtor has not increased Strategic’s adequate protection.

15. Strategic is seeking an order from the Court either prohibiting the Debtor from further using Strategic’s cash collateral or granting Strategic increased adequate protection on its security interest.

LEGAL STANDARD AND ANALYSIS

A debtor in possession may not use, sell, or lease cash collateral unless either the secured party consents to such use or the court, after notice and hearing, authorizes the use of cash collateral. 11 U.S.C. § 363(c)(2). The Debtor bears the burden of demonstrating the existence of adequate protection. 11 U.S.C. § 363(p)(1); *In re Madawaska Hardscape Products, Inc.*, 476 B.R. 200, 215 (Bankr. D.S.C. 2012). The pertinent inquiry to ascertain whether a secured creditor's interest is adequately protected requires a determination of the value of the secured creditor's interest and whether the debtor's proposed use of their cash collateral would impair that interest. *In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (citing H.R. Rep. No. 95-595, 95th Cong., 1st Sess. 339 (1977); 2 Collier on Bankruptcy ¶ 363.03 (15th ed. 1993)). The test is whether the secured party's interest is protected from diminution or decrease as a result of the proposed use of cash collateral. *In re Gasel Transp. Lines, Inc.*, 326 B.R. 683 (6th Cir. BAP 2005).

Even though Strategic has been granted replacement liens on the Pre-Petition Collateral, Strategic's collateral position is not increasing, as the replacement collateral is either equal to or less than the Pre-Petition Collateral. In addition, the Debtor's payment obligations have increased by at least \$1,369.20 as a result of the Subsequent Settlements. In light of the additional payment requirements, Strategic no longer consents to the Debtor's continued use of cash collateral, and the Debtor has not offered an increase in the adequate protection payments that it is making to Strategic. As a result, Strategic is no longer adequately protected, and the Debtor should either be required to cease using Strategic's cash collateral or increase its monthly adequate protection payments to Strategic.

WHEREFORE, Strategic respectfully requests that the Court enter an order prohibiting the Debtor from using Strategic's cash collateral; in the alternative, increasing the Debtor's required

adequate protection payments to Strategic; and granting such other and further relief as may be appropriate.

Dated: November 7, 2018

/s/ Adam J. Floyd

Michael M. Beal, Esq. (USDC #1253)

Adam J. Floyd, Esq. (USDC #10749)

BEAL, LLC

1301 Gervais Street, Ste. 1040

Columbia, SC 29201

(803) 728-0803

mbeal@bealLLC.com

afloyd@bealLLC.com

Counsel for Strategic Funding Solutions, Inc.

Fill in this information to identify the case:

Debtor 1	Advance Lawn & Landscape, Inc
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court	District of South Carolina
Case number:	18-00122

FILED
 U.S. Bankruptcy Court
 District of South Carolina
 5/9/2018
 Laura A. Austin, Clerk

**Official Form 410
 Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Strategic Funding Source, Inc.	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Strategic Funding Source, Inc.	Strategic Funding Source, Inc.
	Name	Name
	Bankruptcy Correspondence Center Attn: Krystle Drake 2500 Discovery Lane, Suite 200 Rockwall, TX 75032	Attn: Michael Jesse Carlson 120 West 45th Street, 6th Floor New York, NY 10036
	Contact phone 4694103618	Contact phone 2123541400
	Contact email bankruptcy@colonialfundingnetwork.com	Contact email bankruptcy@colonialfundingnetwork.com
	Uniform claim identifier for electronic payments in chapter 13 (if you use one):	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2:

Give Information About the Claim

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0400

7. How much is the claim? \$ 91288.74 Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as healthcare information.
Breach of Contract; See Claim Addendum Attached

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: See Filed UCC Statement Attached
Basis for perfection: Filed UCC Statement
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ 91288.74
Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) 6 %
 Fixed Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply.	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; vertical-align: top;"> A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority. </td> <td style="width:55%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). </td> <td style="width:20%; vertical-align: top;"> \$ _____ </td> </tr> <tr> <td></td> <td> <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). </td> <td style="vertical-align: top;"> \$ _____ </td> </tr> <tr> <td></td> <td> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). </td> <td style="vertical-align: top;"> \$ _____ </td> </tr> <tr> <td></td> <td> <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). </td> <td style="vertical-align: top;"> \$ _____ </td> </tr> <tr> <td></td> <td> <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). </td> <td style="vertical-align: top;"> \$ _____ </td> </tr> <tr> <td></td> <td> <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies </td> <td style="vertical-align: top;"> \$ _____ </td> </tr> </table>	A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____		<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____		<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____		<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____		<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
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	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____																		
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____																		

* Amounts are subject to adjustment on 4/1/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

<p>The person completing this proof of claim must sign and date it. FRBP 9011(b).</p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</p>	<p>Check the appropriate box:</p> <p><input checked="" type="checkbox"/> I am the creditor.</p> <p><input type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>5/9/2018</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Benjamin D. Johnston</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <p>Name <u>Benjamin D. Johnston</u></p> <p style="text-align: right; font-size: small;">First name Middle name Last name</p> <p>Title <u>Chief Operating Officer</u></p> <p>Company <u>Strategic Funding Source, Inc</u></p> <p>Address <u>120 West 45th Street, 6th Floor</u></p> <p style="text-align: right; font-size: small;">Identify the corporate servicer as the company if the authorized agent is a servicer</p> <p style="text-align: right; font-size: small;">Number Street</p> <p style="text-align: right; font-size: small;">New York, NY 10036</p> <p style="text-align: right; font-size: small;">City State ZIP Code</p> <p>Contact phone <u>2123541400</u> Email <u>bankruptcy@colonialfundingnetwork.com</u></p>
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Fill in this information to identify the case:

Debtor 1 Advanced Lawn & Landscape, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of South Carolina

Case number 18-00122-hb

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Strategic Funding Source, Inc.
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Bankruptcy Correspondence Center</u>	<u>Strategic Funding Source, Inc.</u>
Name	Name
<u>2500 Discovery Lane, Suite 200</u>	<u>120 West 45th Street, 6th Floor</u>
Number Street	Number Street
<u>Rockwall TX 75032</u>	<u>New York NY 10036</u>
City State ZIP Code	City State ZIP Code
Contact phone <u>(469) 410-3618</u>	Contact phone <u>(212) 354-1400</u>
Contact email <u>bankruptcy@colonialfundingnetwork.c</u>	Contact email <u>bankruptcy@colonialfundingnetwork.c</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 4 0 0

7. How much is the claim? \$ 91,288.74. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Breach of Contract; See Claim Addendum Attached

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: See Filed UCC Statement Attached

Basis for perfection: Filed UCC Statement
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ 91,288.74

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) 6.00 %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Yes. Check one:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

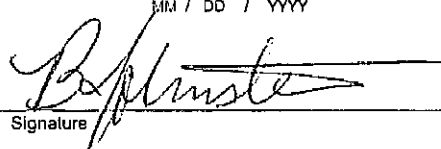
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/24/2018
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Benjamin D. Johnston
First name Middle name Last name

Title Chief Operating Officer

Company Strategic Funding Source, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 120 West 45th Street, 6th Floor
Number Street

New York NY 10036
City State ZIP Code

Contact phone (212) 354-1400 Email bankruptcy@colonialfundingnetwork.c

_____x
: UNITED STATES BANKRUPTCY COURT
In The Matter of: : DISTRICT OF SOUTH CAROLINA
Advanced Lawn & Landscape, Inc., :
: Honorable Helen E. Burris
: Chapter 11
Chapter 11 Debtor. : Case No. 18-00122-hb
_____x

**ADDENDUM TO PROOF OF CLAIM OF
STRATEGIC FUNDING SOURCE, INC.**

SUMMARY OF THE CLAIM

The claim of Strategic Funding Source, Inc. (“SFS” or the “Claimant”), arises under and is related to certain agreements attached hereto collectively as exhibits as follows: (i) Revenue Based Factoring RBF/ACH Agreement dated April 21, 2016 (the “Agreement”); (ii) Security Agreement and Guaranty dated April 21, 2016, respectively (the “Guaranty”); (iii) Order Approving Settlement Agreement filed March 16, 2018 (the “Settlement”); and (iv) all documents referenced in, and/or related to the Agreement, the Guaranty, and this claim, as well as provisions of applicable law (the “Claim”).

Strategic Funding Source, Inc. Agreement

On April 21, 2016, Claimant and Advanced Lawn & Landscape, Inc. (“Advanced Lawn” or “Debtor”), Christopher D. Baragar (“Christopher”) and Ryan Baragar (“Ryan” together with Christopher, “Guarantors”) executed the Agreement and Guaranty.

As further detailed in the Agreement and Guaranty, Claimant purchased certain future receivables of Advanced Lawn in consideration of \$74,500.00 (the “Purchase Price”) provided to Debtor. In exchange for the Purchase Price, Guarantors authorized Claimant to ACH debit a total of \$97,222.50 of Debtor’s receivables from its depositing bank account to be paid in equal installments of \$462.96 on a daily basis. As further consideration for the purchase, Christopher and Ryan granted a security interest in the Debtor’s assets. By October 21, 2016, however, Debtor and Guarantors defaulted on their obligations under the Agreement and Guaranty and ceased all payments thereafter.

Upon information and belief, Advance Lawn and Guarantors also fraudulently induced the Claimant to enter into the Agreement and Guaranty by, *inter alia* (i) misrepresenting the financial condition of, and debt incurred by, Advance Lawn during the due diligence process; (ii) misrepresenting the Debtor and Guarantors’ intent to not use the funding for business purposes; (iii) misrepresenting the Debtor and Guarantors’ intent to divert the funds away from Advance Lawn’s business for use other than as authorized in the Agreement; and (iv) misrepresenting the Debtor and Guarantors’ intent to not deposit its receivables in to the authorized depository account for repayment of the funding in accordance with the terms of the agreement. Such actions also constitute a default under the terms of the Agreement and/or Guaranty. In addition, upon information and belief, Advance Lawn and Guarantors further defaulted on the Agreement and/or Guaranty by, *inter alia*, failing to remit the requisite payments as set forth in the Agreement and Guaranty.

Strategic Funding Source, Inc. Settlement

On March 16, 2018, Claimant and Debtor entered into a Settlement (Case No. 18-00122-hb, Document No. 45), whereby Debtor acknowledged that Claimant has a secured claim on all of Debtor’s personal property by way of Claimant’s UCC-1 filing. Respectively, all personal property, including without limitation, cash and cash equivalents, inventory supplies, equipment, and general intangibles of the Debtor were part of Claimant’s pre-petition collateral proceeds. Accordingly, parties agreed that Debtor is to make monthly adequate protection payments to Claimant in the amount of \$100.00 per month.

With respect to Advance Lawn and Guarantors' breach of the Agreement and Guaranty, Claimant seeks to recover compensation in the total amount of \$91,288.74, which includes costs, contractual fees, and interest at the legal rate authorized by law from October 21, 2016, the date of default, to the Petition date.

With regard to the fraudulent inducement claim, Claimant reserves the right to seek a determination from the Court that the Claim is non-dischargeable and expressly reserves all rights and remedies at law and in equity with respect to thereto including, without limitation the right to seek all damages incurred by Claimant in connection with such fraudulent inducement.

With respect to the Debtor's Receivables, Claimant reserves the right to assert an ownership interest thereto in accordance with the terms of the Agreements. This Claim incorporates by reference as if fully set forth herein all claims, facts, allegations and legal analysis stated in the attached exhibits.

<u>Elements of Claim</u>	<u>Claim Itemization</u>
The Agreement, pursuant to which Claimant purchased certain future receivables of Advanced Lawn. Christopher and Ryan guaranteed the performance of Advanced Lawn's obligations under the Agreement pursuant to the Guaranty. Advanced Lawn and Guarantors breached the Agreement and Guaranty, respectively.	Principal.....\$77,516.58
	Contractual Default Fees.....\$7,500.00
	ACH Fees.....\$300.00
	Interest @ 6% (Virginia Legal Rate) From 10/21/16 to 1/11/18.....\$5,972.16
	Total Claim.....\$91,288.74

Documentation:

The documentation in support of the Claim is attached hereto as follows:

1. The Revenue Based Factoring RBF/ACH Agreement dated April 21, 2016 (attached hereto as part of Exhibit 1);
2. The Security Agreement and Guaranty to the Revenue Based Factoring RBF/ACH Agreement dated April 21, 2016 (attached hereto as part of Exhibit 1);
3. Order Approving Settlement Agreement filed March 16, 2018 (attached hereto as Exhibit 2);
4. The Merchant Statement of Activity dated as of May 7, 2018 (attached hereto as Exhibit 3);
5. UCC-1 Financing Statement filed April 28, 2016 (attached hereto as Exhibit 4);
6. UCC-5 Information Statement filed April 19, 2018 (attached hereto as Exhibit 5);
7. For ease of reference, a more resolute unsigned copy of the Agreement and Guaranty forwarded to Debtor and Guarantors for review and signature is included (attached hereto collectively as Exhibit 6);
8. The Claim and all documents attached thereto; and
9. Any other agreement between Claimant and Debtor.

RESERVATION OF RIGHTS

1. Claimant expressly reserves: (a) rights and claims against any assignor, assignee, agent, representative, administrator, related party, responsible party, guarantor, or affiliate of the Debtor, including, without limitation, any rights and claims under applicable law, (b) the rights and claims at law or in equity under and with respect to all agreements set forth in the Claim (the "POC Agreement") by and among Claimant and the Debtor, any trustee, administrator, assignor, assignee, related party, responsible party, guarantor, or affiliate thereof, and (c) all other rights, claims and remedies, including, constructive trust, equitable lien, specific performance, recoupment, setoff, or other legal or equitable remedies to which Claimant may be entitled.

2. Claimant expressly reserves all rights accruing to it under applicable law and principles of equity, and the filing of this proof of claim is not intended to be and shall not be construed as: (a) an election of remedy; (b) a waiver of any past, present or future event of default; or (c) a waiver or limitation of any rights of Claimant under the POC Agreement or applicable laws, including the right to take action against third parties with respect to the Claim.

3. Claimant expressly reserves the right to otherwise amend or supplement this proof of claim if the Claimant should deem it necessary and appropriate for any reason including, without limitation, to add documentation and to provide an updated statement of amounts then due or for any other purpose for which a proof of claim filed in this case may be amended or to add any amount for accrued and unpaid obligations to Claimant under its POC Agreement with Debtor. Without limiting the foregoing, Claimant specifically reserves the right to amend the Claim to add additional damages, costs, attorneys' fees and expenses incurred by Claimant arising from the Debtor, and any agent, representative, trustee, administrator, related party, responsible party, guarantor, assignor, assignee or affiliate's failure to perform the terms of the POC Agreement.

4. Nothing herein should be construed as a waiver of Claimant's rights to payment of interest, fees and reimbursement of expenses, including attorneys' fees, which rights are expressly preserved hereby.

5. The Claimant currently is investigating the elements of its Claim and this proof of claim is filed under compulsion of the bar date which has been set in this case. Filing of this proof of claim is not: (a) a waiver or release of the Claimant's rights against any non-Debtor, person, entity or property; (b) a consent by the Claimant to the jurisdiction of this Court with respect to the subject matter of this Claim, any objections or other proceedings commenced with respect thereto, or any other proceedings commenced in this case or otherwise involving the Claimant; or (c) a waiver of the right to challenge the jurisdiction of this Court with respect to the subject matter of this Claim, any objection or other proceedings commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving the Claimant.

6. The Debtor, the trustee, administrator, agent, representative, related party, responsible party, guarantor, or affiliate may have assigned or otherwise transferred the POC Agreement with Claimant or its assets to another affiliated entity. This proof of claim, therefore, should be deemed a proof of claim against any affiliate that assumed the obligations or received the benefits of Claimant's POC Agreement.

7. All notices to Claimant should be sent to:

Bankruptcy Correspondence Center
Attn: Amy Starr
2500 Discovery Lane, Suite 200
Rockwall, TX 75032

with a copy to:

Strategic Funding Source, Inc.
Attn: Carolina Baez
120 West 45th Street, 6th Floor
New York, NY 10036

Dated: April 24, 2018

EXHIBIT

1

Contract#: 1075082
Sales Partner: General Merchant Funding

STRATEGIC

211-D Bulifants Boulevard, Williamsburg, Virginia
Ph. (800) 780-7133/ (757) 903-4889



REVENUE BASED FACTORING (RBF/ACH) AGREEMENT

Agreement dated April 21, 2018 between Strategic Funding Source, Inc. ("SFS") and the merchant listed below ("the Merchant").
(Month)(Day)(Year)

MERCHANT INFORMATION

Merchant's Legal Name: ADVANCE LAWN & LANDSCAPE L.L.C.

D/B/A: Advance Lawn & Landscape

State of Incorporation / Organization: SC

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

Physical Address: 109 Northview St

City: Lyman

State: SC

Zip: 29365-1322

Mailing Address:

City:

State:

Zip:

Date business started (mm/yy): 05/99

Federal ID#

PURCHASE AND SALE OF FUTURE RECEIVABLES

Merchant hereby sells, assigns and transfers to SFS, as the lead purchaser for itself and other co-investors (making SFS on behalf of itself and all co-investors (collectively the Funders), the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future receipts, 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 (collectively the "Receipts" defined as all payments made by cash, check, electronic transfer or other form of monetary payment in the ordinary course of the merchant's business), until such time as the "Receipts Purchased Amount" has been delivered by Merchant to SFS. The Receipts Purchased Amount shall be paid to SFS by the Merchant irrevocably authorizing only one depositing account acceptable to SFS (the "Account") to remit the percentage specified below (the "Specified Percentage") of the Merchant's Receipts, until such time as SFS receives payment in full of the Receipts Purchased Amount. In consideration of servicing the account, the Merchant hereby authorizes SFS to ACH Debit the "Specified Daily Amount" from the merchant's bank account as the base payment credited against the Specified Percentage due. It is the Merchant's responsibility to provide bank statements for any and all bank accounts held by the Merchant to reconcile the daily payments made against the Specified Percentage permitting SFS to debit or credit the difference to the merchant so that payment equals the Specified Percentage. Failure to provide all of their bank statements in a timely manner or missing a month shall forfeit all rights to future reconciliations. SFS may, upon Merchant's request, adjust the amount of any payment due under this Agreement at SFS's sole discretion and as it deems appropriate in servicing this Agreement. Merchant understands that it is responsible for ensuring that funds adequate to cover amount to be debited by SFS remain in the account. Merchant will be held responsible for any fees incurred by SFS resulting from a rejected ACH attempt or an event of default. (See Appendix A) SFS is not responsible for any overfalls or rejected transactions in the Merchant's account which may result from SFS' scheduled ACH debit under the terms of this agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement between SFS and Merchant, upon the violation of any provision contained in Section 1.11 of the FACTORING AGREEMENT TERMS AND CONDITIONS or the occurrence of an Event of Default under Section 3 of the FACTORING AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this agreement is contained in Appendix A.

*** Obtaining another Cash Advance or similar financing, secured or unsecured during the performance of this agreement shall constitute an Event of Default.***

Purchase Price: \$74,500.00

Specified Percentage: 12%

Specific Daily Amount: \$462.96

Receipts Purchased Amount: \$97,222.50

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGE 2, THE "MERCHANT SECURITY AGREEMENT" AND "ADMINISTRATIVE FORM HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

MERCHANT #1

By Christopher D. Balagar, Owner
(Print Name and Title)

[Signature]
(Signature)

MERCHANT #2

By Ryan Balagar, Partner
(Print Name and Title)

[Signature]
(Signature)

OWNER/GUARANTOR #1

By Christopher D. Balagar
(Print Name and Title)

[Signature]
(Signature)

OWNER/GUARANTOR #2

By Ryan Balagar
(Print Name and Title)

[Signature]
(Signature)

STRATEGIC FUNDING SOURCE, INC.
By Stephen Hersh
(Company Officer)

[Signature]
(Signature)

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 or above signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant, legally binding said Merchant to repay this obligation and that the information provided herein and in all of SFS documents, forms and recorded interviews is true, accurate and complete in all respects. If any such information is false or misleading, Merchant authorizes SFS, its agents and representatives and any credit reporting agency engaged by SFS, 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) obtain credit report at any time now or for so long as Merchant and/or Owner(s) continue to have any obligation owed to SFS.

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

MERCHANT AGREEMENT TERMS AND CONDITIONS



I. TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Deposit Agreement. Merchant shall execute an agreement (the "Merchant Deposit Agreement") acceptable to SFS, with a Bank acceptable to SFS, to obtain electronic fund transfer services. Merchant shall provide SFS and/or its authorized agent with all of the information, authorizations necessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall authorize SFS and/or its agent to deduct the amounts owed to SFS for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant by permitting SFS to withdraw the specific daily amount credited against the specified percentages by ACH debit of the Merchant account. The authorization shall be irrevocable without the written consent of SFS.

1.2 Term of Agreement. This Agreement shall have an indefinite term that shall last either until all the Merchant's obligations to SFS are fully satisfied. This shall include but not be limited to any renewals, outstanding fees or costs.

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

1.4 Financial Condition. Merchant and Guarantor(s) authorize SFS and its agents to investigate their financial responsibility and history, and will provide to SFS any bank or financial statements, tax returns, etc., as SFS 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. SFS is authorized to update such information and financial profiles from time to time as it deems appropriate.

1.5 Transactional History. Merchant authorizes their bank to provide SFS with Merchant's banking or processing history to determine qualification or continuation in this program.

1.6 Indemnification. Merchant and Guarantor(s) jointly and severally indemnify and hold harmless Processor/Bank, 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 SFS for monies owed to SFS from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by SFS.

1.7 No Liability. In no event will SFS (or any of the Funders) 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).

1.8 Reliance on Terms. Section 1.1, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, SFS 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.

1.9 Sale of Receipts. Merchant and SFS 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 SFS to Merchant. Merchant agrees that the Purchase Price is in exchange for the sale of future Receipts pursuant to this Agreement equals the fair market value of such Receipts. SFS 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 SFS 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 SFS has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and SFS shall promptly refund to Merchant any interest received by SFS in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that SFS 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.

1.10 Power of Attorney. Merchant irrevocably appoints SFS 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 SFS from Processor/Bank, or in the case of a violation by Merchant of Section 1.12 or the occurrence of an Event of Default under Section 4 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 SFS; and (v) to file any claims or take any action or institute any proceeding which SFS 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.

1.11 Protections Against Default. The following Protections 1 through 7 may be invoked by SFS, immediately and without notice to Merchant in the event (a) Merchant changes its arrangements with Processor/Bank in any way that is adverse to SFS; (b) Merchant changes the deposit account through which the Receipts are settled, or permits any event to occur that could cause diversion of any of Merchant's transactions to another account; (c) 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 SFS, 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 SFS; or (d) 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 payments that are settled through Processor. These protections are in addition to any other remedies available to SFS at law, in equity or otherwise pursuant to this Agreement.

Protection 1. The full uncollected Receipts Purchased Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately.

Protection 2. SFS may enforce the provisions of the Personal Guarantee of Performance against the Guarantor.

Protection 3. Merchant shall, upon execution of this Agreement, deliver to SFS an executed confession of judgment in favor of SFS in the amount of the Receipts Purchased Amount stated in the Agreement. Upon breach of any provision in this paragraph 1.11, SFS may enter that confession of judgment as a judgment with the Clerk of the Court and execute thereon.

Protection 4. SFS may enforce its security interest in the Collateral identified in Article III hereof.

Protection 5. The entire Receipts Purchased Amount shall become immediately payable to SFS from Merchant.

Protection 6. SFS may proceed to protect and enforce its rights and remedies by legal action. In any such litigation, in which SFS shall recover judgment against Merchant, Merchant shall be liable for all of SFS's costs of litigation, including but not limited to all reasonable attorneys' fees and court costs.

Protection 7. Merchant shall, upon execution of this Agreement, deliver to SFS an executed assignment of lease of Merchant's premises in favor of SFS. Upon breach of any provision in this paragraph 1.12, SFS may exercise its rights under such assignment of lease.

Protection 8. SFS 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.

1.12 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 SFS to disclose information concerning Merchant's and each Owner's credit standing (including credit bureau reports that SFS obtains) and business conduct only to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant and each Owner hereby waives to the maximum extent permitted by law any claim for damages against SFS or any of its affiliates and the Funders relating to any (i) investigation undertaken by or on behalf of SFS as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.13 Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by SFS, including this Agreement and any other SFS documentations (collectively, "Confidential Information") are proprietary and confidential information of SFS. Accordingly unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of SFS 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 1.13.

1.14 Publicity. Merchant and each Owner only authorizes SFS to use its, his or her name in a listing of clients and in advertising and marketing materials with their express written consent.

1.15 D/B/A's. Merchant hereby acknowledges and agrees that SFS may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between SFS 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 SFS, and future statements which will be furnished hereafter in the discretion of SFS, fairly represent the financial condition of Merchant at such dates, and since those dates 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 SFS of any material adverse change in its financial condition, operation or ownership. SFS may request statements at any time during the performance of this Agreement and the Merchant shall provide them to SFS 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 SFS as loss payee and additional insured in amounts and against risks as are satisfactory to SFS and shall provide SFS proof of such insurance upon request.

2.5 Intentionally omitted

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 SFS or change any of its places of business.

2.7 Daily Batch Out. Merchant will batch out receipts with the Processor on a daily basis.

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

2.9 No Bankruptcy or Insolvency. As of the date of this Agreement, Merchant represents that it is not insolvent and does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Merchant. Merchant further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it. In the event that the Merchant files for bankruptcy protection or is placed under an involuntary filing Protections 2 and 3 are immediately invoked.

2.10 Additional Financing. Merchant shall not enter into any arrangement, agreement or commitment for any additional financing, whether in the form of a purchase of receivables or a loan to the business with any party other than SFS without their written permission.

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

2.12 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.

2.13 Default 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) Merchant shall admit in writing its inability to pay its

debts, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts; (d) the sending of notice of termination by Guarantor; (e) Merchant shall transport, move, interrupt, suspend, dissolve or terminate its business; (f) Merchant shall transfer or sell all or substantially all of its assets; (g) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant; (h) Merchant shall use multiple depository accounts without the prior written consent of SFS; (i) Merchant shall change its depository account without the prior written consent of SFS; (j) Merchant shall perform any act that reduces the value of any Collateral granted under this Agreement; or (l) Merchant shall default under any of the terms, covenants and conditions of any other agreement with SFS.

3.2 Remedies. In case any Event of Default occurs and is not waived pursuant to Section 4.4.1 hereof, SFS on its own and on behalf of the Funders 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 Performance Guarantee) or any other legal or equitable right or remedy. All rights, powers and remedies of SFS in connection with this Agreement may be exercised at any time by SFS 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 SFS 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 SFS's remedies set forth in Section 4.2 herein, including but not limited to court costs and attorneys' fees.

3.4 Required Notifications. Merchant is required to give SFS written notice within 24 hours of any filing under Title 11 of the United States Code. Merchant is required to give SFS seven 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 SFS.

4.2 Assignment. Merchant acknowledges and understands that SFS is acting on its own behalf and as the administrator and lead investor for a group of independent participants a list of which can be provided to Merchant after funding and upon written notice to SFS. SFS may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part.

4.3 Notices. All notices, requests, consent, demands and other communications hereunder shall be delivered by regular mail, Facsimile or Email, to the respective parties to this Agreement at the addresses provided and shall become effective only upon receipt.

4.4 Waiver Remedies. No failure on the part of SFS 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; Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and made to the benefit of Merchant, SFS (and its Participants) and their respective successors and assigns. SFS's Participants shall be third party beneficiaries of all such agreements, except that

Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of SFS which consent may be withheld in SFS's sole discretion. SFS reserves the rights to assign this Agreement with or without prior written notice to Merchant. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if SFS so elects, be instituted in any court sitting in Virginia, (the "Acceptable Forums"). Merchant agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant waives any right to oppose any motion or application made by SFS to transfer such proceeding to an Acceptable Forum.

4.6 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.

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

4.8 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 SFS and supersede all prior agreements and understandings relating to the subject matter hereof.

4.9 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.

4.10 ARBITRATION PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.

Covered claims

- You or we may arbitrate any claim, dispute or controversy between you and us arising out of or related to your account, a previous related account or our relationship (called "Claims").
- If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.



- Except as stated below, all Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

How arbitration works

- Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website (www.adr.org) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the

arbitration, and shall not have any bearing on any other person or dispute.

Paying for arbitration fees

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides you Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

The final award

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

Survival and Severability of Terms

- This arbitration provision shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

4.11 Facsimile Acceptance. Facsimile signatures shall be deemed acceptable for all purposes

INITIALS: CS K



STRATEGIC FUNDING SOURCE, INC - SECURITY AGREEMENT AND GUARANTY

Borrower's Legal Name: ADVANCE LAWN & LANDSCAPE J.L.C.

D/B/A: Advance Lawn & Landscape

Physical Address: 109 Northview St

City: Lyman

State: SC

Zip: 29365-1322

Federal ID:

SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to SFSI and its affiliates or the Funders, a list of which may be provided to the Merchant if requested in writing after the funding of the purchase closes under the Merchant Cash Advance Agreement between Merchant and SFSI (the "Merchant Agreement"), Merchant hereby grants to SFSI a security interest in all personal property of Merchant, including all accounts, chattel paper, cash, deposit accounts, documents, equipment, general intangibles, instruments, inventory, or investment property, as those terms are defined in Article 9 of the Uniform Commercial Code of the State of New York as amended (the "UCC"), whether now or hereafter owned or acquired by Merchant and wherever located; and all proceeds of such property, as that term is defined in Article 9 of the UCC (collectively, the "Collateral"). If the Merchant Agreement identifies more than one Merchant, this Security Agreement applies to each Merchant, jointly and severally.

Merchant acknowledges and agrees that any security interest granted to SFSI under any other agreement between Merchant and SFSI will secure the obligations hereunder, and that the Merchant's payment and performance obligations secured by this Security Agreement, and the Collateral granted hereunder, shall be perfected under any previously filed UCC-1 or UCC-3 statement, perfecting SFSI's interest in the Collateral.

Merchant further acknowledges and agrees that, if Merchant enters into future Agreements with SFSI, any security interest granted to SFSI under such future Agreements will relate back to this Security Agreement, and that the Merchant's payment and performance obligations, and the Collateral granted, under such future Agreements, shall relate back to, be perfected under, and made a part of, any previously filed UCC-1 or UCC-3 statement, perfecting SFSI's interest in the Collateral.

Cross-Collateral. To secure Guarantor's payment and performance obligations to SFSI (and the Funders) under this Merchant Security Agreement and Guaranty (this "Agreement"), each Guarantor hereby grants SFSI, for itself and its participants, a security interest in (the "Additional Collateral"). Each Guarantor agrees and acknowledges that SFSI will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement.

Guarantor acknowledges and agrees that any security interest granted to SFSI under any other agreement between Guarantor and SFSI will secure the obligations hereunder, and that the Guarantor's payment and performance obligations under this Agreement, and the Additional Collateral granted hereunder, shall be perfected under any previously filed UCC-1 or UCC-3 statement, perfecting SFSI's interest in the Additional Collateral.

Guarantor further acknowledges and agreements that, if Guarantor enters into future Agreements with SFSI, any security interest granted to SFSI under such future Agreements will relate back to this Agreement, and that the Guarantor's payment and performance obligations, and the Additional Collateral granted, under such future Agreements, shall relate back to, be perfected under, and made a part of, any previously filed UCC-1 or UCC-3 statement, perfecting SFSI's interest in the Additional Collateral.

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

Negative Pledge. Each of Merchant and each Guarantor agrees not to create, incur, assume, or permit to exist, directly or indirectly, any additional cash advances, loans, lien or other encumbrance on or with respect to any of the Collateral or Additional Collateral, as applicable without written permission of SFSI.

Consent to Enter Premises and Assign Lease. SFSI shall have the right to cure Merchant's default in the payment of rent for the Premises 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, SFSI may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that SFSI may enter into an agreement with Merchant's landlord giving SFSI the right: (a) to enter the 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 the Premises.

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

GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to SFSI, and its affiliates or the Funders, Merchant's performance of all of the representations, warranties, covenants made by Merchant in this Agreement and the Factoring Agreement, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranty 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 Factoring Agreement, and (ii) at the time Merchant admits its inability to pay its debts, or makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Merchant seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts. (It is understood by all parties that this Guaranty is not an absolute personal guaranty of payment and that the signors are only guaranteeing that they will not take any action or permit the merchant to take any action that is a breach of this agreement.)


Guarantor Waivers. In the event that Merchant fails to make a payment or perform any obligation when due under the Factoring Agreement, SFS 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 SFS may hold pursuant to this Agreement or any other guaranty.

SFS does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) Merchant's failure to pay timely any amount owed under the Factoring 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) SFS's acceptance of this Agreement; and (v) any renewal, extension or other modification of the Factoring Agreement or Merchant's other obligations to SFS. In addition, SFS 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 Factoring Agreement or Merchant's other obligations to SFS; (ii) release Merchant from its obligations to SFS; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other

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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 SFS under the Factoring Agreement and this Agreement are paid 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 SFS 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.

Guarantor Acknowledgement. Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

INITIALS: 

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

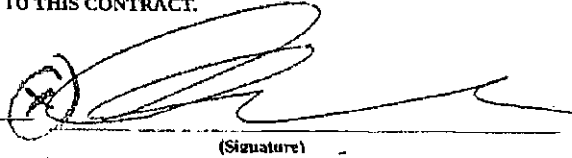
THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "FACTORING AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE FACTORING AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

MERCHANTS AND OWNERS/GUARANTORS ACKNOWLEDGE THAT THIS WRITING REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO. IT IS UNDERSTOOD THAT ANY REPRESENTATIONS OR ALLEGED PROMISES BY INDEPENDENT BROKERS OR AGENTS OF ANY PARTY IF NOT INCLUDED IN THIS WRITTEN AGREEMENT ARE CONSIDERED NULL AND VOID. ANY MODIFICATION OR OTHER ALTERATION TO THE AGREEMENT MUST BE IN WRITING AND EXECUTED BY THE PARTIES TO THIS CONTRACT.

MERCHANT #1

By Christopher D. Baragar, Owner
(Print Name and Title)

SS


(Signature)

Drivers License Number:

MERCHANT #2

By Ryan Baragar, Partner
(Print Name and Title)

SS#

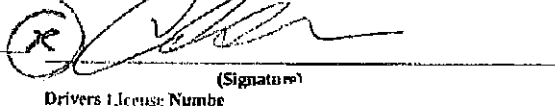

(Signature)

Drivers License Number:

OWNER/GUARANTOR #1

By Christopher D. Baragar
(Print Name and Title)

SSA

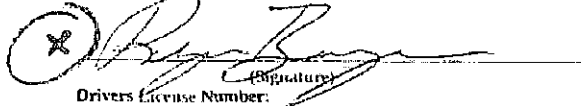

(Signature)

Drivers License Number:

OWNER/GUARANTOR #2

By Ryan Baragar
(Print Name and Title)

SSA


(Signature)

Drivers License Number:

7



APPENDIX A: THE FEE STRUCTURE:

A. Origination Fee		To cover underwriting and related expenses
<u>Amount Funded</u>	<u>Origination Fee</u>	
Up to \$7,500.00	\$199.00	
\$7,501.00-\$25,000.00	\$295.00	
\$25,001.00-\$50,000.00	\$395.00	
\$50,001.00-\$100,000.00	\$595.00	
\$100,001.00-\$250,000.00	\$795.00	
Over \$250,000.00	\$995.00	
Due Diligence Fee	\$0.00	
B. ACH Program Fee		ACH's are labor intensive and are not an automated process, requiring us to charge this fee to cover costs
	\$395.00	
C. NSF Fee (Standard)		Up to FOUR TIMES ONLY before a default is declared
	\$50.00ea	
D. Rejected ACH		When the merchant directs the bank to Reject our Debit ACH
Daily ACH Program		
<u>Amount Funded</u>	<u>Reject Fee</u>	
Up to \$7,500.00	\$25.00	
\$7,501.00-\$50,000.00	\$35.00	
\$50,001.00-\$100,000.00	\$50.00	
\$100,001.00-\$250,000.00	\$75.00	
Over \$250,000.00	\$100.00	
Weekly ACH Program		
<u>Amount Funded</u>	<u>Reject Fee</u>	
Up to \$7,500.00	\$75.00	
\$7,501.00-\$50,000.00	\$99.00	
\$50,001.00-\$100,000.00	\$175.00	
\$100,001.00-\$250,000.00	\$275.00	
Over \$250,000.00	\$395.00	
E. Bank Change Fee		When Merchant requires a change of account to be Debited requiring us to adjust our system
	\$75.00	
F. Blocked Account		When Merchant BLOCKS account from our Debit ACH, which places them in default (per contract)
	\$2,500.00	
G. Default Fee		When Merchant changes bank account cutting us off from our Collections
	\$5,000.00	
H. UCC Termination Fee		When Merchant request a UCC termination
	\$150.00	
I. Administrative Fee		
	\$0.00	

Miscellaneous Service Fees: Merchant shall pay certain fees for services related to the origination and maintenance of accounts which may include but not be limited to: Merchants funding by wire electronically to their designated bank account and charged a fee of \$35.00 for a Fed Wire or \$15.00 for an ACH. The fee for underwriting and origination is paid from the funded amount in accordance with the schedule on this page. If Merchant is utilizing a Bridge / Control Account, there is an upfront fee of \$395.00 for the bank fees and administrative costs of maintaining such account for each cash advance agreement with Merchant. Fund transfers from Bridge / Control Account to Merchant's operating bank account will be charged \$10.95 per month via ACH. This fee will continue if the bridge account remains open after the RTR is paid. Merchant will be charged \$10.00 for each change of its operating bank account once a time with SPS. Any administrative adjustments associated with changes to the Specified Percentage will incur a fee of \$75.00 per occurrence. (All fees are subject to change)

MERCHANT INITIALS

ETS

EXHIBIT

2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

ADVANCE LAWN & LANDSCAPE, INC.
Tax ID # 81-5150400

Debtor.

Case Number 18-00122-hb

Chapter 11

**ORDER APPROVING SETTLEMENT AGREEMENT PURSUANT TO FED. R.
BANKR. P. 4001(d)**

This matter comes before the Court pursuant to a Notice and Motion Pursuant to Federal Rule of Bankruptcy Procedure 4001(d) (the "4001(d) Motion") filed by Advance Lawn & Landscape, Inc. (the "Debtor") on February 12, 2018.

Finding that no objections have been filed and that the deadline to file objections has passed and based upon the agreement of the parties, it is hereby **ORDERED** that:

1. The Debtor acknowledges that Strategic's secured claim is in the amount of at least \$91,288.74 as of the Petition Date and that Strategic has a secured claim on all of the Debtor's personal property as set forth herein.

2. The Debtor entered into a Revenue Based Factoring Agreement (the "Merchant Agreement") with Strategic and pledged all of its personal property assets, including, without limitation, the accounts receivable, equipment, inventory and general intangibles, as collateral to secure its obligations to Strategic (the "Pre-Petition Collateral"). Strategic perfected its interest in the Pre-Petition Collateral by filing a UCC financing statement on April 28, 2016. A UCC-3 termination statement was filed on July 26, 2016, purporting to terminate Strategic's UCC-1 filing, which covered the Pre-Petition Collateral. Strategic did not file the termination statement or authorize the filing of the termination statement and did not discover that the termination statement had been filed until after the Petition Date. The UCC-3 termination statement filed on

July 26, 2016 is of no legal effect pursuant to S.C. Code Ann. §§ 36-9-509(d) and 510. As of the Petition Date, all cash and cash equivalents of the Debtor were part of Strategic's Pre-Petition Collateral or proceeds of said Pre-Petition Collateral.

3. Accordingly, Strategic's cash collateral, as that term is defined in 11 U.S.C. § 363 (the "Cash Collateral"), consists of any and all (i) cash or cash equivalents on hand (whether under the control of the Debtor or any third party) and cash collections of the Debtor, whether obtained prior to, on or after the Petition Date, (ii) cash proceeds arising from the collection, sale, lease or other disposition, use or conversion of any of the Pre-Petition Collateral, whether obtained prior to, on or after the Petition Date and (iii) any other property of the Debtor that constitutes Cash Collateral.

4. Strategic has a valid, secured claim, secured by the Pre-Petition Collateral, in an amount of at least \$91,288.74. To the extent that it is necessary, the automatic stay shall be modified for the limited purpose of allowing Strategic to file a UCC-5 statement with the South Carolina Secretary of State to clarify that the UCC-3 termination statement filed in July 2016 was not authorized and is of no legal effect.

5. The Debtor may use Cash Collateral in the ordinary course of business for the expenses specified in the budget (the "Budget"), which is attached hereto and incorporated herein by reference as Exhibit A. The Debtor may use Cash Collateral only for ordinary and necessary business expenses consistent with the specific items and amounts contained in the Budget. The Debtor will adhere to the Budget with variations not to exceed ten percent (10%) of the total of all budgeted expenditures.

6. The Debtor shall provide Strategic with monthly operating reports which reflect its actual receipts and expenditures for the prior month. Further, the Debtor shall maintain the Pre-

Petition Collateral at the same level that existed prepetition and not allow the use of Cash Collateral to diminish the value of the Pre-Petition Collateral. Nothing in this Order shall authorize the disposition of any Pre-Petition Collateral outside of the ordinary course of business without the prior written consent of Strategic.

7. Debtor shall maintain insurance coverage for the Pre-Petition Collateral and shall name Strategic as a loss payee and certificate holder. Debtor shall provide proof of insurance upon written request.

8. Upon reasonable notice, Debtor shall grant Strategic access to the Debtor's business records and premises for inspection.

9. The Debtor shall not use, sell or expend, directly or indirectly, Cash Collateral or any proceeds, products or offspring thereof, except as strictly authorized in this Order.

10. The Debtor is authorized to use the Cash Collateral of Strategic in the manner provided in this Order, on a final basis until October 31, 2018 or confirmation of a plan which allows for continued use of cash collateral, whichever occurs earlier, provided that the Debtor continues submitting budgets for use of cash collateral after June 2018 with expenses that are acceptable to Strategic.

11. Because numerous creditors, including but not limited to Strategic, (hereinafter "Cash Collateral Creditors") may have pre-petition interests secured by accounts receivable of the Debtor and the proceeds therefrom, which property may constitute Cash Collateral within the meaning of 11 U.S.C. § 363 and which may be used by the Debtor in accordance with this Order, those Cash Collateral Creditors who possess pre-petition liens which appear facially valid in terms of perfection, shall be granted adequate protection as set forth herein:

- a. Cash Collateral Creditors shall continue to have security interests in and liens on, and the Debtor's obligations to Cash Collateral Creditors shall be secured by security interests in and liens on the Cash Collateral generated post petition, notwithstanding 11 U.S.C. § 552, in the same order of priority that existed on the petition date, which security interests and liens shall be subject to the same defenses and avoidance powers (if any) as existed on the petition date.

- b. As additional adequate protection for the use of Cash Collateral and for any diminution in value of the Pre-Petition Collateral, and as security for any diminution in value, Cash Collateral Creditors are granted a valid, perfected lien upon, and security interest in, to the extent and in the order of priority of any valid lien pre-petition, all cash or other proceeds generated post-petition by the Pre-Petition Collateral, notwithstanding 11 U.S.C. § 552. Cash Collateral Creditors' liens against Debtor's Cash Collateral shall extend to any account holding such Cash Collateral, regardless of whether Cash Collateral Creditors has control over such account, and encumbers any Cash Collateral held in debtor-in-possession accounts required by applicable law (the liens described in paragraphs 10(a) and 10(b) are collectively referred to as the "Replacement Liens").

- c. The Replacement Liens shall be deemed valid, perfected and enforceable against the Replacement Collateral as of the petition date without further filing or recording under applicable law, shall have the same priority as the

pre-petition security interests in and liens on the Cash Collateral, and shall not be subject to dispute, avoidance or subordination. The Replacement Liens shall be retroactive to the petition date. Notwithstanding the foregoing, if the prepetition liens are avoided or otherwise affected such that they are not entitled to adequate protection then the Replacement Liens granted to that creditor shall be null and void.

12. Strategic reserves the right to assert that all of the Debtor's accounts receivable have been absolutely assigned and conveyed to Strategic, and the Debtor has the right to oppose that position.

13. This order is further without prejudice to: (a) any subsequent request by a party in interest for modified adequate protection or restrictions on use of cash collateral; (b) any secured creditor's right to object to prior impermissible uses of cash collateral; and (c) any other right or remedy which may be available to Secured Creditors.

14. Debtor agrees to make a monthly payment (the "Adequate Protection Payment") to Strategic in the amount of \$100 per month to be applied directly to the outstanding principal due to Strategic from the Debtor.

15. Unless waived by Strategic in writing, the Debtor shall immediately cease using Cash Collateral upon the occurrence of one of the following events (an "Event of Default"):

- a. If a trustee is appointed in this Chapter 11 case;
- b. If the Debtor breaches any term or condition of this Order or the Merchant Agreement, other than defaults existing as of the Petition Date;
- c. If the case is converted to a case under Chapter 7 of the Bankruptcy Code;
- d. If the case is dismissed; or

e. If the Debtor fails to make the Adequate Protection Payment.

may request HEB

16. Upon the filing of an appropriate motion, Strategic shall be entitled to an emergency hearing, at which time it may seek relief, including, without limitation, the lifting of the automatic stay under 11 U.S.C. §362 and permitting it to take possession of all or a part of the Prepetition Collateral and Property.

17. The Court shall retain jurisdiction to enforce the terms of this Order.

AND IT IS SO ORDERED.

FILED BY THE COURT
03/16/2018



Entered: 03/16/2018

John L. Barron
US Bankruptcy Judge
District of South Carolina

EXHIBIT

3

Start Date: 2016-04-21
 End Date: 2018-01-11

Page 1

Advance Lawn Landscape (ACH)

Merchant Statement



Merchant Statement of Activity
 Advance Lawn & Landscape (ACH)
 108 Northview St
 Lyman, SC 29365-1322

Merchant ID: 625162
 From: 2016-04-21 - 2018-01-11

Date	Description	Deposits	Fees	Charge-backs	Disbursements	Holdback %	Pending Pmts	Contract Pmts	Contract Balance	Lockbox Reserve
2016-04-21	Beginning contract balance				\$73,495.00				\$0.00	
2016-04-27	Advance Lawn & Landscape (ACH) New Cash Advance Other via ACH									
2016-04-27	Funding ACH Fee		-\$15.00							
2016-04-27	ACH Debit Fee		-\$395.00							
2016-04-27	Origination Fee		-\$595.00							
2016-05-05	Contract [1075082] Payment from Daily ACH Debit initiated 2016-04-28					12.0%		-\$462.96	\$96,759.54	
2016-05-04	Contract [1075082] Payment from Daily ACH Debit initiated 2016-04-29					12.0%		-\$462.96	\$96,296.58	
2016-05-05	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-02					12.0%		-\$462.96	\$95,833.62	
2016-05-06	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-03					12.0%		-\$462.96	\$95,370.66	
2016-05-08	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-04					12.0%		-\$462.96	\$94,907.70	
2016-05-10	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-05					12.0%		-\$462.96	\$94,444.74	
2016-05-11	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-06					12.0%		-\$462.96	\$93,981.78	
2016-05-12	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-09					12.0%		-\$462.96	\$93,518.82	
2016-05-13	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-10					12.0%		-\$462.96	\$93,055.86	
2016-05-16	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-11					12.0%		-\$462.96	\$92,592.90	
2016-05-17	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-12					12.0%		-\$462.96	\$92,129.94	
2016-05-18	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-13					12.0%		-\$462.96	\$91,666.98	
2016-05-19	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-16					12.0%		-\$462.96	\$91,204.02	
2016-05-20	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-17					12.0%		-\$462.96	\$90,741.06	
2016-05-23	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-18					12.0%		-\$462.96	\$90,278.10	
2016-05-24	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-19					12.0%		-\$462.96	\$89,815.14	
2016-05-25	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-20					12.0%		-\$462.96	\$89,352.18	
2016-05-26	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-23					12.0%		-\$462.96	\$88,889.22	
2016-05-27	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-24					12.0%		-\$462.96	\$88,426.26	
2016-05-31	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-25					12.0%		-\$462.96	\$87,963.30	
2016-06-01	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-26					12.0%		-\$462.96	\$87,500.34	
2016-06-02	Contract [1075082] Payment from Daily ACH Debit initiated 2016-05-27					12.0%		-\$462.96	\$87,037.38	
2016-06-03	Contract [1075082] Payment from 6/3/2016 returned due to R16: Account Frozen					12.0%		-\$462.96	\$86,574.42	
2016-06-06	Contract [1075082] Payment from Daily ACH Debit initiated 2016-06-01					12.0%		-\$462.96	\$86,111.46	
2016-06-06	Contract [1075082] Payment from 6/6/2016 returned due to R16: Account Frozen					12.0%		-\$462.96	\$85,648.50	
2016-06-07	Contract [1075082] Payment from Daily ACH Debit initiated 2016-06-02					12.0%		-\$462.96	\$85,185.54	
2016-06-07	Contract [1075082] Payment from 6/7/2016 returned due to R16: Account Frozen					12.0%		-\$462.96	\$84,722.58	
2016-07-14	Returned ACH Debit Fee due to Merchant Rejection - Payment from 6/7/2016		-\$50.00							
2016-07-14	Returned ACH Debit Fee due to Merchant Rejection - Payment from 6/8/2016		-\$50.00							
2016-07-14	Returned ACH Debit Fee due to Merchant Rejection - Payment from 6/9/2016		-\$50.00							
2016-08-23	Contract [1075082] Check #215037									
2016-09-13	Contract [1075082] Check #9010									
2016-10-20	Contract [1075082] Check #217175									
2017-07-12	Contract [1075082] Payment from Daily ACH Debit initiated 2017-07-07					12.0%		-\$2,417.70	\$82,351.88	
2017-07-13	Contract [1075082] Payment from 7/12/2017 returned due to R01: Insufficient Funds					12.0%		-\$2,417.70	\$79,934.18	
2017-07-13	Contract [1075082] Payment from Daily ACH Debit initiated 2017-07-10					12.0%		-\$2,417.70	\$77,516.48	
2017-07-13	Contract [1075082] Payment from 7/13/2017 returned due to R01: Insufficient Funds					12.0%		-\$462.96	\$77,053.52	
2017-07-14	Contract [1075082] Payment from Daily ACH Debit initiated 2017-07-11					12.0%		-\$462.96	\$76,590.56	
2017-07-14	Contract [1075082] Payment from 7/14/2017 returned due to R01: Insufficient Funds					12.0%		-\$462.96	\$76,127.60	
2017-07-17	Contract [1075082] Payment from Daily ACH Debit initiated 2017-07-12					12.0%		-\$462.96	\$75,664.64	
2017-07-17	Contract [1075082] Payment from 7/17/2017 returned due to R01: Insufficient Funds					12.0%		-\$462.96	\$75,201.68	
2017-07-18	Contract [1075082] Payment from Daily ACH Debit initiated 2017-07-13					12.0%		-\$462.96	\$74,738.72	
2017-07-18	Contract [1075082] Payment from 7/18/2017 returned due to R01: Insufficient Funds					12.0%		-\$462.96	\$74,275.76	

Strategic Funding Source, Inc.

Start Date: 2016-04-21
End Date: 2018-01-11

Advance Lawn Landscape (ACH)

Merchant Statement	2017-07-19	2017-07-19	2018-01-11	Total					
Contract [1075082] Payment from Daily ACH Debit Initiated 2017-07-14									
Contract [1075082] Payment from 7/19/2017 returned due to R01: insufficient Funds									
Ending contract balance									
Total	\$0.00	-\$1,135.00	\$0.00	\$73,495.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,516.58

Contract Summary

Contract ID	Description	Funding Amount	Beginning Balance	Ending Balance
1075082	New Cash Advance	\$74,500.00	\$0.00	\$77,516.58
916052	New Cash Advance	\$73,000.00	\$0.00	\$0.00
977192	New Cash Advance	\$45,000.00	\$0.00	\$0.00

Deposit Summary

Total Visa/MasterCard/Discover Deposit	Amount
	\$0.00

Unpaid Fees

Date	Description	Amount
07/12/2017	Returned ACH Debit Fee due to NSF - Payment from 7/12/2017	\$50.00
07/13/2017	Returned ACH Debit Fee due to NSF - Payment from 7/13/2017	\$50.00
07/14/2017	Returned ACH Debit Fee due to NSF - Payment from 7/14/2017	\$50.00
07/17/2017	Returned ACH Debit Fee due to NSF - Payment from 7/17/2017	\$50.00
07/18/2017	Returned ACH Debit Fee due to NSF - Payment from 7/18/2017	\$50.00
07/19/2017	Returned ACH Debit Fee due to NSF - Payment from 7/19/2017	\$50.00
Total:		\$300.00

EXHIBIT

4

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 53675186 SCSC	
File with: Secretary of State, SC	

SC Secretary of State
 File ID: 160428-1137533
 Lapse Date: 04/28/2021

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ADVANCE LAWN & LANDSCAPE L.L.C.					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
109 Northview St		Lyman	SC	29365	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME Advance Lawn & Landscape					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
109 Northview St		Lyman	SC	29365	USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME C T Corporation System, as representative					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S))	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
330 N Brand Blvd, Suite 700; Attn: SPRS		Glendale	CA	91203	USA

4. COLLATERAL: This financing statement covers the following collateral:
 NOTICE PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN. THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH THE SECURED PARTY'S RIGHT BY SUCH ENCUMBRANCER IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEROF RECEIVED BY SUCH ENTITY.

Accounts, accounts receivable, contracts, real property leases, notes, bills, acceptances, choses in action, chattel paper, instruments, documents and other forms of obligations at any time owing to the Grantor arising out of goods sold or leased or for services rendered by Grantor, the proceeds thereof and all of Grantor's rights with respect to any goods represented thereby, whether or not delivered, goods returned by customers and all rights as an unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation, together with all customer lists, books and records, ledger and account cards, computer tapes, software, disks, printouts and records, whether now in existence or hereafter created, relating thereto (collectively referred to hereinafter as "Receivables");
 Inventory, including without limitation, all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of Grantor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which Grantor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of Grantor or is held by Grantor or by others for Grantor's account (collectively referred to hereinafter as "Inventory");

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmuting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessee Consignor/Consignee Seller/Buyer Bailor/Bailee Licensor/Licensee

8. OPTIONAL FILER REFERENCE DATA:
 53675186

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME ADVANCE LAWN & LANDSCAPE L.L.C.	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

SC Secretary of State
 File ID: 160428-1137533
 Lapse Date: 04/28/2021

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME	
OR	
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)	
SUFFIX	

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

Goods, including without limitation, all machinery, equipment, parts, supplies, apparatus, appliances, tools, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description now or hereafter owned by the Grantor or in which Grantor may have or may hereafter acquire any interest, at any location (collectively referred to hereinafter as "Equipment");

General intangibles in which the Grantor now has or hereafter acquires any rights, including but not limited to, causes of action, corporate or business records, inventions, designs, patents, patent applications, trademarks, trademark registrations and applications therefor, goodwill, trade names, trade secrets, trade processes, copyrights, copyright registrations and applications therefor, licenses, permits, franchises, customer lists, computer programs, all claims under guaranties, tax refund claims, rights and claims against carriers and shippers, leases, claims under insurance policies, all rights to indemnification and all other intangible personal property and intellectual property of every kind and nature (collectively referred to hereinafter as "Intangibles");

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
ADVANCE LAWN & LANDSCAPE L.L.C.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

SC Secretary of State
File ID: 160428-1137533
Lapse Date: 04/28/2021

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC-1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):
All the capital stock, bonds, notes, partnership interests, member interests in limited liability companies, and other securities, if any, held of record or beneficially by the Grantor, including without limitation the capital stock of all subsidiaries of the Grantor, and the Grantor's interests in all securities brokerage accounts (collectively referred to hereinafter as "Investments");
All cash on hand and on deposit in banks, trust companies and similar institutions, and all property accounted for in the Grantor's financial statements as "cash equivalents" (collectively referred to hereinafter as "Cash");
All accessions to, substitutions for and all replacements, products and proceeds of the Receivables, Inventory, Equipment, Intangibles, Investments and Cash (collectively referred to hereinafter as "Collateral"), including without limitation proceeds of insurance policies insuring the Collateral; and Books and records relating to any of the Collateral (including without limitation, customer data, credit files, computer programs, printouts, and other computer materials and records of the Grantor pertaining to any of the foregoing).

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a future filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

EXHIBIT

5

UCC-5

INFORMATION STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michael Jesse Carlson	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<input type="checkbox"/> Strategic Funding Source, Inc. 120 West 45th Street <input type="checkbox"/> New York, NY 10036	

SC SECRETARY OF STATE
180419-1314391 NS

 Date: 4/19/2018
 Time: 1:14 PM
 Page Count: 1 Pg
 Debtor Count: 0
 Filing Fees: \$8.00
 Electronic Records Access: \$8.00

 Total: \$16.00
 Order ID# 58390466

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. Identification of the RECORD to which this INFORMATION STATEMENT relates

1a. INITIAL FINANCING STATEMENT FILE NUMBER 160428-1137533	1b. RECORD INFORMATION TO WHICH THIS INFORMATION STATEMENT RELATES UCC-3 Termination 160726-1110340
---	--

2. Check one of these three boxes to indicate the claim made by this INFORMATION STATEMENT

- 2a. RECORD IS INACCURATE. Enter in item 3 the basis for the belief by the Debtor of Record identified in item 5 that the RECORD identified in item 1 is inaccurate and indicate the manner in which the person believes the RECORD should be amended to cure the inaccuracy
- 2b. RECORD WAS WRONGFULLY FILED. Enter in item 3 the basis for the belief by the Debtor of Record identified in item 5 that the RECORD identified in item 1 was wrongfully filed
- 2c. RECORD FILED BY PERSON NOT ENTITLED TO DO SO. Enter in item 3 the basis for the belief by the Secured Party of Record that the person that filed the RECORD identified in item 1 was not entitled to do so under UCC Section 9-509

3. Basis for claim of box checked in item 2

The UCC-3 Termination Statement filed on 07/26/2016 (the "UCC Termination Statement") was not authorized or filed by Strategic Funding Source, Inc. ("Strategic"), the secured party. Strategic was unaware of this termination until after the bankruptcy filing of Advance Lawn & Landscape Inc. F/D/B/A Advance Lawn & Landscape LLC and had no knowledge of the individual or entity that executed the UCC-3 Termination Statement. The UCC Termination Statement is of no legal force or effect pursuant to S.C. Code Ann. §§ 36-9-509(d) and 510. Accordingly, the security interest set forth in the initial UCC-1 Financing Statement 160428-1137533 (the "UCC") has been, and continues to be at all relevant times, in full force and effect. The UCC provides for liens against Advance Lawn & Landscape Inc. F/D/B/A Advance Lawn & Landscape, LLC and d/b/a Advance Lawn & Landscape.

4. If this INFORMATION STATEMENT relates to a RECORD filed [or recorded] in a filing office described in Section 9-501(a)(1) and this INFORMATION STATEMENT is filed in such a filing office, provide the date [and time] on which the INITIAL FINANCING STATEMENT identified in item 1a above was filed [or recorded]

1a. DATE 4/28/2016	1b. TIME
-----------------------	----------

5. NAME of PERSON filing this INFORMATION STATEMENT

5a. ORGANIZATION'S NAME Strategic Funding Source, Inc
--

EXHIBIT

6

Contract#: 1075082
Sales Partner: General Merchant Funding



211-D Bulifants Boulevard, Williamsburg, Virginia
Ph. (800) 780-7133/ (757) 903-4889

REVENUE BASED FACTORING (RBF/ACH) AGREEMENT

Agreement dated April 21 2016 between **Strategic Funding Source, Inc. ("SFS")** and the merchant listed below ("the **Merchant**").
(Month)(Day)(Year)

MERCHANT INFORMATION

Merchant's Legal Name: ADVANCE LAWN & LANDSCAPE L.L.C.

D/B/A: Advance Lawn & Landscape

State of Incorporation / Organization: SC

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

Physical Address: 109 Northview St.

City: Lyman

State: SC

Zip: 29365-1322

Mailing Address:

City:

State:

Zip:

Date business started (mm/yy): 06/99

Federal ID

PURCHASE AND SALE OF FUTURE RECEIVABLES

Merchant hereby sells, assigns and transfers to SFS, as the lead purchaser for itself and other co-investors [making SFS on behalf of itself and all co-investors (collectively the Funders), the absolute owner] in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future receipts, 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 (collectively the "Receipts" defined as all payments made by cash, check, electronic transfer or other form of monetary payment in the ordinary course of the merchant's business), until such time as the "Receipts Purchased Amount" has been delivered by Merchant to SFS. The Receipts Purchased Amount shall be paid to SFS by the Merchant irrevocably authorizing only one depositing account acceptable to SFS (the "Account") to remit the percentage specified below (the "Specified Percentage") of the Merchant's Receipts, until such time as SFS receives payment in full of the Receipts Purchased Amount. In consideration of servicing the account, the Merchant hereby authorizes SFS to ACH Debit the "Specified Daily Amount" from the merchant's bank account as the base payment credited against the Specified Percentage due. It is the Merchants responsibility to provide bank statements for any and all bank accounts held by the Merchant to reconcile the daily payments made against the Specified Percentage permitting SFS to debit or credit the difference to the merchant so that payment equals the Specified Percentage. Failure to provide all of their bank statements in a timely manner or missing a month shall forfeit all rights to future reconciliations. SFS may, upon Merchant's request, adjust the amount of any payment due under this Agreement at SFS's sole discretion and as it deems appropriate in servicing this Agreement. Merchant understands that it is responsible for ensuring that funds adequate to cover amount to be debited by SFS remains in the account. Merchant will be held responsible for any fees incurred by SFS resulting from a rejected ACH attempt or an event of default. (See Appendix A) SFS is not responsible for any overdrafts or rejected transactions in the Merchants account which may result from SFS' scheduled ACH debit under the terms of this agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement between SFS and Merchant, upon the violation of any provision contained in Section 1.11 of the FACTORING AGREEMENT TERMS AND CONDITIONS or the occurrence of an Event of Default under Section 3 of the FACTORING AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this agreement is contained in Appendix A.

*** Obtaining another Cash Advance or similar financing, secured or unsecured during the performance of this agreement shall constitute an Event of Default.***

Purchase Price: \$74,500.00 Specified Percentage: 12% Specific Daily Amount: \$462.96 Receipts Purchased Amount: \$97,222.50

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGE 2, THE "MERCHANT SECURITY AGREEMENT" AND "ADMINISTRATIVE FORM HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

MERCHANT #1

By Christopher D. Baragan, Owner

(Print Name and Title)

(Signature)

MERCHANT #2

By Ryan Baragan, Partner

(Print Name and Title)

(Signature)

OWNER/GUARANTOR #1

By Christopher D. Baragan

(Print Name and Title)

(Signature)

OWNER/GUARANTOR #2

By Ryan Baragan

(Print Name and Title)

(Signature)

STRATEGIC FUNDING SOURCE, INC.

By _____

(Company Officer)

(Signature)

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 repay this obligation and that the information provided herein and in all of SFS 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 SFS and SFS shall be entitled to all remedies available under law. Merchant and each of the above-signed Owners authorizes SFS, its agents and representatives and any credit reporting agency engaged by SFS, 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) obtain credit report at any time now or for so long as Merchant and/or Owners(s) continue to have any obligation owed to SFS.

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

MERCHANT AGREEMENT TERMS AND CONDITIONS

I. TERMS OF ENROLLMENT IN PROGRAM

1.1 Merchant Deposit Agreement. Merchant shall execute an agreement (the "Merchant Deposit Agreement") acceptable to SFS, with a Bank acceptable to SFS, to obtain electronic fund transfer services. Merchant shall provide SFS and/or its authorized agent with all of the information, authorizations necessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall authorize SFS and/or its agent to deduct the amounts owed to SFS for the Receipts as specified herein from settlement amounts which would otherwise be due to Merchant by permitting SFS to withdraw the specific daily amount credited against the specified percentages by ACH debit of the Merchant account. The authorization shall be irrevocable without the written consent of SFS.

1.2 Term of Agreement. This Agreement shall have an indefinite term that shall last either until all the Merchant's obligations to SFS are fully satisfied. This shall include but not be limited to any renewals, outstanding fees or costs.

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

1.4 Financial Condition. Merchant and Guarantor(s) authorize SFS and its agents to investigate their financial responsibility and history, and will provide to SFS any bank or financial statements, tax returns, etc., as SFS 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. SFS is authorized to update such information and financial profiles from time to time as it deems appropriate.

1.5 Transactional History. Merchant authorizes their bank to provide SFS with Merchant's banking or processing history to determine qualification or continuation in this program.

1.6 Indemnification. Merchant and Guarantor(s) jointly and severally indemnify and hold harmless Processor/Bank, 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 SFS for monies owed to SFS from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by SFS.

1.7 No Liability. In no event will SFS (or any of the Funders) 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).

1.8 Reliance on Terms. Section 1.1, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, SFS 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.

1.9 Sale of Receipts. Merchant and SFS 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 SFS to Merchant. Merchant agrees that the Purchase Price is in exchange for the sale of future Receipts pursuant to this Agreement equals the fair market value of such Receipts. SFS 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 SFS 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 SFS has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and SFS shall promptly refund to Merchant any interest received by SFS in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that SFS 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.

1.10 Power of Attorney. Merchant irrevocably appoints SFS 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 SFS from Processor/Bank, or in the case of a violation by Merchant of Section 1.12 or the occurrence of an Event of Default under Section 4 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 SFS; and (v) to file any claims or take any action or institute any proceeding which SFS 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.

1.11 Protections Against Default. The following Protections 1 through 7 may be invoked by SFS, immediately and without notice to Merchant in the event (a) Merchant changes its arrangements with Processor/Bank in any way that is adverse to SFS; (b) Merchant changes the deposit account through which the Receipts are settled, or permits any event to occur that could cause diversion of any of Merchant's transactions to another account; (c) 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 SFS, 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 SFS; or (d) 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 payments that are settled through Processor. These protections are in addition to any other remedies available to SFS at law, in equity or otherwise pursuant to this Agreement.

Protection 1. The full uncollected Receipts Purchased Amount plus all fees due under this Agreement and the attached Security Agreement become due and payable in full immediately.

Protection 2. SFS may enforce the provisions of the Personal Guarantee of Performance against the Guarantor.

Protection 3. Merchant shall, upon execution of this Agreement, deliver to SFS an executed confession of judgment in favor of SFS in the amount of the Receipts Purchased Amount stated in the Agreement. Upon breach of any provision in this paragraph 1.11, SFS may enter that confession of judgment as a judgment with the Clerk of the Court and execute thereon.

Protection 4. SFS may enforce its security interest in the Collateral identified in Article III hereof.

Protection 5. The entire Receipts Purchased Amount shall become immediately payable to SFS from Merchant.

Protection 6. SFS may proceed to protect and enforce its rights and remedies by legal action. In any such litigation, in which SFS shall recover judgment against Merchant, Merchant shall be liable for all of SFS's costs of litigation, including but not limited to all reasonable attorneys' fees and court costs.

Protection 7. Merchant shall, upon execution of this Agreement, deliver to SFS an executed assignment of lease of Merchant's premises in favor of SFS. Upon breach of any provision in this paragraph 1.12, SFS may exercise its rights under such assignment of lease.

Protection 8. SFS 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.

1.12 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 SFS to disclose information concerning Merchant's and each Owner's credit standing (including credit bureau reports that SFS obtains) and business conduct only to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant and each Owner hereby waives to the maximum extent permitted by law any claim for damages against SFS or any of its affiliates and the Funders relating to any (i) investigation undertaken by or on behalf of SFS as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.13 Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by SFS, including this Agreement and any other SFS documentations (collectively, "Confidential Information") are proprietary and confidential information of SFS. Accordingly unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of SFS 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 1.13.

1.14 Publicity. Merchant and each Owner only authorizes SFS to use its, his or her name in a listing of clients and in advertising and marketing materials with their express written consent.

1.15 DBA's. Merchant hereby acknowledges and agrees that SFS may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between SFS 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 SFS, and future statements which will be furnished hereafter at the discretion of SFS, fairly represent the financial condition of Merchant at such dates, and since those dates 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 SFS of any material adverse change in its financial condition, operation or ownership. SFS may request statements at any time during the performance of this Agreement and the Merchant shall provide them to SFS 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 SFS as loss payee and additional insured in amounts and against risks as are satisfactory to SFS and shall provide SFS proof of such insurance upon request.

2.5 Intentionally omitted

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 SFS or change any of its places of business.

2.7 Daily Batch Out. Merchant will batch out receipts with the Processor on a daily basis.

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

2.9 No Bankruptcy or Insolvency. As of the date of this Agreement, Merchant represents that it is not insolvent and does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Merchant. Merchant further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it. In the event that the Merchant files for bankruptcy protection or is placed under an involuntary filing Protections 2 and 3 are immediately invoked.

2.10 Additional Financing. Merchant shall not enter into any arrangement, agreement or commitment for any additional financing, whether in the form of a purchase of receivables or a loan to the business with any party other than SFS without their written permission.

2.11 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 SFS.

2.12 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.

2.13 Default 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) Merchant shall admit in writing its inability to pay its

debts, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts; (d) the sending of notice of termination by Guarantor; (e) Merchant shall transport, move, interrupt, suspend, dissolve or terminate its business; (f) Merchant shall transfer or sell all or substantially all of its assets; (g) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant; (h) Merchant shall use multiple depository accounts without the prior written consent of SFS; (i) Merchant shall change its depository account without the prior written consent of SFS; (j) Merchant shall perform any act that reduces the value of any Collateral granted under this Agreement; or (l) Merchant shall default under any of the terms, covenants and conditions of any other agreement with SFS.

3.2 Remedies. In case any Event of Default occurs and is not waived pursuant to Section 4.4.1 hereof, SFS on its own and on behalf of the Funders 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 Performance Guarantee) or any other legal or equitable right or remedy. All rights, powers and remedies of SFS in connection with this Agreement may be exercised at any time by SFS 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 SFS 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 SFS's remedies set forth in Section 4.2 herein, including but not limited to court costs and attorneys' fees.

3.4 Required Notifications. Merchant is required to give SFS written notice within 24 hours of any filing under Title 11 of the United States Code. Merchant is required to give SFS seven 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 SFS.

4.2 Assignment. Merchant acknowledges and understands that SFS is acting on its own behalf and as the administrator and lead investor for a group of independent participants a list of which can be provided to Merchant after funding and upon written notice to SFS. SFS may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part.

4.3 Notices. All notices, requests, consent, demands and other communications hereunder shall be delivered by regular mail, Facsimile or Email, to the respective parties to this Agreement at the addresses provided and shall become effective only upon receipt.

4.4 Waiver Remedies. No failure on the part of SFS 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; Governing Law, Venue, and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Merchant, SFS (and it's Participants) and their respective successors and assigns, SFS's Participants shall be third party beneficiaries of all such agreements. except that

Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of SFS which consent may be withheld in SFS's sole discretion. SFS reserves the rights to assign this Agreement with or without prior written notice to Merchant. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if SFS so elects, be instituted in any court sitting in Virginia, (the "Acceptable Forums"). Merchant agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant waives any right to oppose any motion or application made by SFS to transfer such proceeding to an Acceptable Forum.

4.6 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.

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

4.8 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 SFS and supersede all prior agreements and understandings relating to the subject matter hereof.

4.9 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.

4.10 ARBITRATION PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.

Covered claims

- You or we may arbitrate any claim, dispute or controversy between you and us arising out of or related to your account, a previous related account or our relationship (called "Claims").
- If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.

- Except as stated below, all Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

How arbitration works

- Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website (www.adr.org) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the

arbitration, and shall not have any bearing on any other person or dispute.

Paying for arbitration fees

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides you Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

The final award

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

Survival and Severability of Terms

- This arbitration provision shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

4.11 Facsimile Acceptance. Facsimile signatures shall be deemed acceptable for all purposes

INITIALS: _____

STRATEGIC FUNDING SOURCE, INC - SECURITY AGREEMENT AND GUARANTY

Borrower's Legal Name: ADVANCE LAWN & LANDSCAPE L.L.C.

D/B/A: Advance Lawn & Landscape

Physical Address: 109 Northview St.

City: Lyman

State: SC

Zip: 29365-1322

Federal ID#

SECURITY AGREEMENT

Security Interest. To secure Merchant's payment and performance obligations to SFSI and its affiliates or the Funders, a list of which may be provided to the Merchant if requested in writing after the funding of the purchase closes under the Merchant Cash Advance Agreement between Merchant and SFSI (the "Merchant Agreement"), Merchant hereby grants to SFSI a security interest in all personal property of Merchant, including all accounts, chattel paper, cash, deposit accounts, documents, equipment, general intangibles, instruments, inventory, or investment property, as those terms are defined in Article 9 of the Uniform Commercial Code of the State of New York as amended (the "UCC"), whether now or hereafter owned or acquired by Merchant and wherever located; and all proceeds of such property, as that term is defined in Article 9 of the UCC (collectively, the "Collateral"). If the Merchant Agreement identifies more than one Merchant, this Security Agreement applies to each Merchant, jointly and severally.

Merchant acknowledges and agrees that any security interest granted to SFSI under any other agreement between Merchant and SFSI will secure the obligations hereunder, and that the Merchant's payment and performance obligations secured by this Security Agreement, and the Collateral granted hereunder, shall be perfected under any previously filed UCC-1 or UCC-3 statement, perfecting SFSI's interest in the Collateral.

Merchant further acknowledges and agrees that, if Merchant enters into future Agreements with SFSI, any security interest granted to SFSI under such future Agreements will relate back to this Security Agreement, and that the Merchant's payment and performance obligations, and the Collateral granted, under such future Agreements, shall relate back to, be perfected under, and made a part of, any previously filed UCC-1 or UCC_3 statement, perfecting SFSI's interest in the Collateral.

Cross-Collateral. To secure Guarantor's payment and performance obligations to SFSI (and the Funders) under this Merchant Security Agreement and Guaranty (this "Agreement"), each Guarantor hereby grants SFSI, for itself and its participants, a security interest in (the "Additional Collateral"). Each Guarantor agrees and acknowledges that SFSI will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement.

Guarantor acknowledges and agrees that any security interest granted to SFSI under any other agreement between Guarantor and SFSI will secure the obligations hereunder, and that the Guarantor's payment and performance obligations under this Agreement, and the Additional Collateral granted hereunder, shall be perfected under any previously filed UCC-1 or UCC-3 statement, perfecting SFSI's interest in the Additional Collateral.

Guarantor further acknowledges and agreements that, if Guarantor enters into future Agreements with SFSI, any security interest granted to SFSI under such future Agreements will relate back to this Agreement, and that the Guarantor's payment and performance obligations, and the Additional Collateral granted, under such future Agreements, shall relate back to, be perfected under, and made a part of, any previously filed UCC-1 or UCC-3 statement, perfecting SFSI's interest in the Additional Collateral.

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

Negative Pledge. Each of Merchant and each Guarantor agrees not to create, incur, assume, or permit to exist, directly or indirectly, any additional cash advances, loans, lien or other encumbrance on or with respect to any of the Collateral or Additional Collateral, as applicable without written permission of SFSI.

Consent to Enter Premises and Assign Lease. SFSI shall have the right to cure Merchant's default in the payment of rent for the Premises 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, SFSI may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that SFSI may enter into an agreement with Merchant's landlord giving SFSI the right: (a) to enter the 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 the Premises.

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

GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to SFS, and its affiliates or the Funders, Merchant's performance of all of the representations, warranties, covenants made by Merchant in this Agreement and the Factoring 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 Factoring Agreement, and (ii) at the time Merchant admits its inability to pay its debts, or makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Merchant seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts. (It is understood by all parties that this Guaranty is not an absolute personal guaranty of payment and that the signers are only guaranteeing that they will not take any action or permit the merchant to take any action that is a breach of this agreement.)

Guarantor Waivers. In the event that Merchant fails to make a payment or perform any obligation when due under the Factoring Agreement, SFS 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 SFS may hold pursuant to this Agreement or any other guaranty.

SFS does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) Merchant's failure to pay timely any amount owed under the Factoring 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) SFS's acceptance of this Agreement; and (v) any renewal, extension or other modification of the Factoring Agreement or Merchant's other obligations to SFS. In addition, SFS 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 Factoring Agreement or Merchant's other obligations to SFS; (ii) release Merchant from its obligations to SFS; (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 SFS under the Factoring Agreement and this Agreement are paid 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 SFS 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.

Guarantor Acknowledgement. Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

INITIALS: _____

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

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "FACTORING AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE FACTORING AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

MERCHANTS AND OWNERS/GUARANTORS ACKNOWLEDGE THAT THIS WRITING REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO. IT IS UNDERSTOOD THAT ANY REPRESENTATIONS OR ALLEGED PROMISES BY INDEPENDENT BROKERS OR AGENTS OF ANY PARTY IF NOT INCLUDED IN THIS WRITTEN AGREEMENT ARE CONSIDERED NULL AND VOID. ANY MODIFICATION OR OTHER ALTERATION TO THE AGREEMENT MUST BE IN WRITING AND EXECUTED BY THE PARTIES TO THIS CONTRACT.

MERCHANT #1
By Christopher D. Baragar, Owner
(Print Name and Title) _____ (Signature)
SS# _____ Drivers License Number: _____

MERCHANT #2
By Ryan Baragar, Partner
(Print Name and Title) _____ (Signature)
SS# _____ Drivers License Number: _____

OWNER/GUARANTOR #1
By Christopher D. Baragar
(Print Name and Title) _____ (Signature)
SS# _____ Drivers License Number: _____

OWNER/GUARANTOR #2
By Ryan Baragar
(Print Name and Title) _____ (Signature)
SS# _____ Drivers License Number: _____



APPENDIX A: THE FEE STRUCTURE:

A. Origination Fee		To cover underwriting and related expenses
<u>Amount Funded</u>	<u>Origination Fee</u>	
Up to \$7,500.00	\$199.00	
\$7,501.00-\$25,000.00	\$295.00	
\$25,001.00-\$50,000.00	\$395.00	
\$50,001.00-\$100,000.00	\$595.00	
\$100,001.00-\$250,000.00	\$795.00	
Over \$250,000.00	\$995.00	
Due Diligence Fee	<u>\$0.00</u>	
B. ACH Program Fee	\$395.00	ACH's are labor intensive and are not an automated process ,requiring us to charge this fee to cover costs
C. NSF Fee (Standard)	\$50.00ea	Up to FOUR TIMES ONLY before a default is declared
D. Rejected ACH		When the merchant directs the bank to Reject our Debit ACH
Daily ACH Program		
<u>Amount Funded</u>	<u>Reject Fee</u>	
Up to \$7,500.00	\$25.00	
\$7,501.00-\$50,000.00	\$35.00	
\$50,001.00-\$100,000.00	\$50.00	
\$100,001.00-\$250,000.00	\$75.00	
Over \$250,000.00	\$100.00	
Weekly ACH Program		
<u>Amount Funded</u>	<u>Reject Fee</u>	
Up to \$7,500.00	\$75.00	
\$7,501.00-\$50,000.00	\$99.00	
\$50,001.00-\$100,000.00	\$175.00	
\$100,001.00-\$250,000.00	\$275.00	
Over \$250,000.00	\$395.00	
E. Bank Change Fee	\$75.00	When Merchant requires a change of account to be Debited requiring us to adjust our system
F. Blocked Account	\$2,500.00	When Merchant BLOCKS account from our Debit ACH, which places them in default (per contract)
G. Default Fee	\$5,000.00	When Merchant changes bank account cutting us off from our Collections
H. UCC Termination Fee	\$150.00	When Merchant request a UCC termination
I. Administrative Fee	<u>\$0.00</u>	

Miscellaneous Service Fees. Merchant shall pay certain fees for services related to the origination and maintenance of accounts which may include but not be limited to: Merchants funding is done electronically to their designated bank account and charged a fee of \$35.00 for a Fed Wire or \$15.00 for an ACH. The fee for underwriting and origination is paid from the funded amount in accordance with the schedule on this page. If Merchant is utilizing a Bridge / Control Account, there is an upfront fee of \$395.00 for the bank fees and administrative costs of maintaining such account for each cash advance agreement with Merchant. Fund transfers from Bridge / Control Accounts to Merchant's operating bank account will be charged \$10.95 per month via ACH. This fee will continue if the bridge account remains open after the RTR is paid. Merchant will be charged \$50.00 for each change of its operating bank account once active with SFS. Any administrative adjustments associated with changes to the Specified Percentage will incur a fee of \$75.00 per occurrence. (All fees are subject to change)

MERCHANT INITIALS: _____

**THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

IN RE:

ADVANCE LAWN & LANDSCAPE, INC.,

Debtor.

Case No. 18-00122-hb

Chapter 11

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she caused copies of NOTICE OF MOTION OF STRATEGIC FUNDING SOURCE, INC. TO PROHIBIT DEBTOR'S USE OF CASH COLLATERAL AND FOR ADEQUATE PROTECTION and MOTION OF STRATEGIC FUNDING SOURCE, INC. TO PROHIBIT DEBTOR'S USE OF CASH COLLATERAL AND FOR ADEQUATE PROTECTION filed in the above-captioned case, to be served via United States mail, first-class postage prepaid or electronically via CM/ECF, on the parties listed on the attached mailing matrix this 7th day of November, 2018.

Dated: November 7, 2018

/s/ Carol Cooper

Carol Cooper

Paralegal

BEAL, LLC

1301 Gervais Street, Ste. 1040

Columbia, SC 29201

(803) 728-0803

Label Matrix for local noticing

0420-7

Case 18-00122-hb

District of South Carolina

Spartanburg

Tue Nov 6 13:27:36 EST 2018

ABF Servicing

ATTN: Karen Saunders

40 Exchange Place No. 1306

New York NY 10005-2743

Ace Funding Source, LLC

366 North Broadway, Ste. 410

Jericho NY 11753-2000

Amur Finance

308 Locust Street

Grand Island NE 68801-5969

B. Lindsay Crawford, III

Crawford & Von Keller

PO Box 394

Columbia SC 29202-0394

Michael M. Beal

Beal, LLC

1301 Gerbais Street

Ste 1040

Columbia, SC 29201-3326

Brown & Joseph

One Pierce Place

Suite 1225 W

Itasca IL 60143-1218

Carolina BG

9517 Monroe Road, Ste., A

Charlotte NC 28270-1489

Check Into Cash Inc.

d/b/a U.S. Money Shop of South Carolina

Attn Collections

P.O. Box 550

Cleveland, TN 37364-0550

Cintas

6800 Cintas Blvd.

Mason OH 45040-9151

Certificate of Service

1250 E. Hallandale Beach Blvd.

Hallandale FL 33009-4624

ARSI

555 St. Charles Drive, No.100

Thousand Oaks CA 91360-3983

Advance Lawn & Landscape, Inc

1951 Sharon Road

Woodruff, SC 29388-9743

Aquila Merchant

44 Tehama St.

San Francisco CA 94105-3110

BB&T Merchant

PO Box 2914

Largo FL 33779-2914

Blue Bridge Financial

535 Washington Street, Suite 201

Buffalo NY 14203-1430

Byron L. Saintsing

Smith Debnam Narron Drake Saintsing

PO Box 26268

Raleigh, NC 27611-6268

Carolina Fresh Farms

7600 Savannah Hwy.

Neesees SC 29107

Christopher Barager

1951 Sharon Road

Woodruff SC 29388-9743

Cohn & Dussi, LLC

500 W. Cummings Park

Woburn MA 01801-6544

Page 2 of 5

3086 Five Chop Rd.

3086

Orangeburg, SC 29115-9661

AT&T Mobility

P.O.Box 6463

Carol Stream IL 60197-6463

Amur Equipment Finance Inc

c/o Delta Management Group, Inc

2499 Rice St. Suite 245

St Paul, MN 55113-3700

Ariel Bouskila, Esq.

Berkowitch & Bouskila, PLLC

40 Exchange Place Ste. 1306

New York NY 10005-2743

Linda Barr

Office of United States Trustee

1835 Assembly Street

Suite 953

Columbia, SC 29201-2448

Blue Bridge Financial, LLC

c/o Byron L. Saintsing

Smith Debnam

PO Box 26268

Raleigh, NC 27611-6268

Capital One

PO Box 302285

Salt Lake City UT 84130

Carolina Turf Grass Sales & Landscape

5400 Augusta Road

Lexington SC 29072-3892

Christopher R. Murraray, Esq.

170 Old Country Rd. No. 608

Mineola NY 11501-4313

Colonial Fuel

PO Box 576

Savannah GA 31402-0576

Corporation Service Company
PO Box 2576
Springfield IL 62708-2576

Certificate of Service
Crawford & Von Keller LLC
PO Box 4216
Columbia, SC 29240-4216

Page 3 of 5

DLI Assets Bravo, LLC as successor
in interest to Quarterspot, LLC
550 North Brand Blvd
Glendale CA 91203-1900

Dunlap Bennett & Ludwig, PLLC
8300 Boone Blvd., No. 550
Vienna VA 22182-2673

EBF Partners, LLC
5 West 37th Street, 2nd floor
New York NY 10018-5385

EBF Partners, LLC
c/o Maurice Wutscher LLP
2000 Auburn Drive, Suite 200
Beachwood, OH 44122-4328

EULER HERMES N.A. as agent for COLONIAL FUEL
800 Red Brook Blvd, #400C
Owings Mills, MD 21117-5173

FC Marketplace, LLC
c/o Becket and Lee LLP
PO Box 3002
Malvern, PA 19355-0702

First Citizens Bank
239 Fayetteville Street
Raleigh NC 27601-1309

First Corporate Solutions
914 S. Street
Sacramento CA 95811-7025

Samuel D. Fleder
Smith Debnam Narron Drake Saints in Myers
PO Box 26268
Raleigh, NC 27611-6268

Ford Motor Credit
PO Box 542000
Omaha NE 68154-8000

(p) FORD MOTOR CREDIT COMPANY
P O BOX 62180
COLORADO SPRINGS CO 80962-2180

Fundation Group, LLC
11501 Sunset Hills Blvd., Ste. 100
Reston VA 20190-6700

Funding Circle
747 Front Street, 4th Floor
San Francisco CA 94111-1922

Edward L. Grimsley
PO Box 11682
Columbia, SC 29211-1682

Internal Revenue Service
Centralized Insolvency Operations
PO Box 7346
Philadelphia PA 19101-7346

Lawrence Wilbur Johnson Jr.
PO Box 883
1728 Main Street
Suite 221
Columbia, SC 29201-2820

Joseph Sussman, P.C.
333 Pearsall Avenue, No.205
Cedarhurst NY 11516-1842

KNIGHT CAPITAL FUNDING II LLC
KNIGHT CAPITAL FUNDING
1691 MICHIGAN AVENUE SUITE 230
MIAMI BEACH FL 33139-2566

Kabbage
730 Peachtree St., NE No. 1100
Atlanta GA 30308-1263

Knight Capital Funding
9 E. Lookerman Street, Suite 3A-543
Dover DE 19901-8306

Kubota Credit Corporation
PO Box 9013
Addison, Texas 75001-9013

Kubota Leasing
655 Business Center Drive, Ste. 250
Horsham PA 19044-3448

Lawrence W. Johnson, Jr., Atty
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Columbia SC 29202-0883

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Jacksonville FL 32246-4486

Mark M. Sharf
Merritt, Hagen & Sharf, LLP
5950 Canoga Ave. #400
Woodland Hills, CA 91367-5037

Eugene B. McLeod III
SC Dept of Employment & Workforce
PO Box 8597
Columbia, SC 29202-8597

Mintaka
PO Box 2149
Gig Harbor WA 98335-4149

Mintaka Financial, LLC
5403 Olympic Drive NW
Suite 200
Gig Harbor, WA 98335-1853

Money Mailer
102 Northway Drive
Easley SC 29642-1340

Certification of Service Page 4 of 5
Nationwide
PO Box 10479
Des Moines IA 50306-0479

Nationwide
PO Box 10479
Des Moines IA 50306-0479

Nu Look Capital
5550 Merrick Road, Ste. 203
Massapequa NY 11758-6238

Phillip Yates, Esq.
1691 Michigan Ave, No.230
Miami Beach FL 33139-2566

Pitney Bowes
PO Box 371896
Pittsburgh PA 15250-7896

Purchase Power
PO Box 371874
Pittsburgh PA 15250-7874

Ranger Direct Lending Fund Trust
2828 N. Harwood St, No. 1600
Dallas TX 75201-1508

Ryan Barager
1951 Sharon Road
Woodruff SC 29388-9743

SC Department of Employment &
Workforce
Seniors ETS Conferee
PO Box 995
Columbia, SC 29202-0995

SPARTANBURG COUNTY TAX COLLECTOR
366 NORTH CHURCH ST
SUITE 400
SPARTANBURG, SC 29303-3637

Byron L. Saintsing
Smith Debnam Marron Wyche Saintsing Myer
PO BOX 26268
Raleigh, NC 27611-6268

Samuel David Fleder, Atty
PO Box 26268
Raleigh NC 27611-6268

Schneider Tree Care
231 Tanner Drive
Taylors SC 29687-1706

Randy A. Skinner
Skinner Law Firm, LLC
300 North Main Street
Suite 201
Greenville, SC 29601-2159

South Carolina Department of Employment and
R. E. David Building
P.O. Box 8597
Columbia, SC 29202-8597

South Carolina Dept of Revenue
P.O. Box 12265
Columbia SC 29211-2265

Spartanburg County Treasurer
P.O. Box 3060
Spartanburg SC 29304-3060

John Timothy Stack
Office of the United States Trustee
1835 Assembly Street Suite 953
Columbia, SC 29201-2448

Sterling National Bank
PO Box 75343
Chicago IL 60675-5343

Steven Zakharyayev, Atty
1 Global Capital, LLC
1250 E. Hallendale Beach Blvd.
#409
Hallandale FL 33009-4624

Strategic Funding
102 W. 45th Street
New York NY 10036

Strategic Funding Source, Inc.
Bankruptcy Correspondence Center
Attn: Krystle Drake
2500 Discovery Lane, Suite 200
Rockwall, TX 75082-6335

SunTrust Bank
Attn: Support Services
P.O. Box 85092
Richmond, VA 23286-0001

Suntrust
PO Box 305053
Nashville TN 37230-5053

Suntrust
PO Box 792282
Baltimore MD 21279-0001

Super Sod
158 Sod Farm Road
Ft. Valley GA 31030-6111

US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly St.
Suite 953
Columbia, SC 29201-2448

US Impact, Inc.
PO Box 1746
Mandeville LA 70470-1746

Verizon Wireless
PO Box 15062
Albany NY 12212-5062

Theodore Von Keller
Crawford and Von Keller
PO Box 4216
Columbia, SC 29240-4216

Certificate of Service Page 5 of 5
303 Riverchase Way
LEXINGTON, SC 29072-8011

Worldwide Staffing
707 Mendham Blvd., Ste. 250
Orlando FL 32825-3247

Wright Express
225 Gorham Raod
South Portland ME 04106-2408

Jason D Wyman
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202-3200

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Ford Motor Credit Company LLC
PO Box 55000, Dept. 55953
Detroit, MI 48255-0953

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

↓ ALL HAVE BEEN SENT ↓

(u)Blue Bridge Financial, LLC

(d)FC Marketplace, LLC
c/o Becket and Lee LLP
PO Box 3002
Malvern PA 19355-0702

(d)Ford Motor Credit
Po Box 542000
Omaha NE 68154-8000

(u)Ford Motor Credit Company LLC

(u)Fundation Group, LLC

(u)Kubota Credit Corporation

(d)Lawrence W. Johnson, Jr., Atty
PO Box 883
Columbia SC 29202-0883

(d)Samuel David Fleder, Atty.
PO Box 26268
Raleigh NC 27611-6268

(u)Strategic Funding Solutions, Inc.

(u)SunTrust Bank

(d)W.P. Law, Inc.
303 Riverchase Way
Lexington SC 29072-8011

End of Label Matrix
Mailable recipients 94
Bypassed recipients 11
Total 105