

IN THE CIRCUIT COURT OF THE
18TH JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY, FLORIDA

CASE NO.

URUS FUNDING LLC, a foreign limited
liability company,

Plaintiff,

v.

CMN CONSTRUCTION LLC, a Florida
limited liability company, and JEFFREY
ROBERT FORDLEY, jointly and severally,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, **URUS FUNDING LLC, a foreign limited liability company** by and through its undersigned attorney, and sues the Defendants, **CMN CONSTRUCTION LLC, a Florida limited liability company, and JEFFREY ROBERT FORDLEY, jointly and severally**, and alleges:

1. This is an action for damages in excess of \$30,000.00.
2. Plaintiff, Urus Funding LLC (hereinafter referred to as "UF"), is and was at all material times a foreign limited liability company not doing business in the State of Florida.
3. Defendant, CMN Construction LLC (hereinafter referred to as "CMN") is and was at all material times a limited liability company organized and existing under the laws of the State of Florida and doing business in Brevard County, Florida.
4. Defendant, Jeffrey Robert Fordley (hereinafter referred to as "Fordley"), is a resident of Brevard County, Florida and otherwise *sui juris*.
5. All conditions precedent to the bringing of this action have been performed, have occurred or have been waived.

6. Plaintiff has retained the undersigned law firm to represent it in this action and has obligated itself to pay a reasonable attorney's fee for its services.

COUNT I
(Breach of Contract Against CMN)

7. Plaintiff realleges paragraphs 1-6.

8. On or about July 23, 2021 Urus and CMN entered into an agreement (hereinafter referred to as "the Agreement") wherein and whereby Urus agreed to purchase from CMN \$29,980.00 of CMN's future accounts, contract rights and other obligations arising from or relating to the payment of monies from CMN's customers and/or other third party payors for the payment of CMN's sale of goods or services as more particularly described therein (hereinafter referred to as "the Receipts") until the purchased amount was paid in full upon the terms more particularly set forth therein. A true and correct copy of the Agreement is attached hereto and made a part hereof as Exhibit "A".

9. UF paid in full to CMN the purchase price of \$20,000.00 for the Receipts and became the owner of said Receipts.

10. Pursuant to the terms of the Agreement, CMN was to designate a bank account for making payments to UF in order to allow UF to obtain daily weekday ACH payments in the amounts specified in the Agreements until the purchase price was paid in full and subject to adjustment as provided therein. CMN designated an account at TD Bank.

11. UF made withdrawals from CMN's bank account until ACH payments began being rejected by TD Bank on or about July 29, 2022 with attempts to make withdrawals being denied by the bank for lack of funds continuing thereafter in breach of the Agreement between the parties. CMN further breached the Agreement by placing an ACH block on the bank account and diverting Receipts to another account preventing UF from processing and receiving the daily specified amount provided for in the Agreement

12. As a result of CMN's breaches of the Agreement, and after crediting payments made by CMN totaling \$4,497.00, there as due and owing by CMN the balance of the purchase price in the amount of \$25,483.00, 11 NSF Fees (insufficient funds) at \$35.00 each for insufficient funds in the bank account to

receive the specified daily amount equaling \$385.00, a \$2500.00 ACH Block on Account fee for preventing UF from processing ACH debits without prior notification and authorization, and a \$5000.00 Default Fee for intentionally diverting Receipts to another account, preventing UF from receiving the daily specified amount provided for in the Agreement, all as provided for by the terms of the Agreement.

13. As a direct and proximate result of CMN's breaches of the Agreement as set forth hereinabove, UF has suffered damages in the amount of \$33,368.00 and is entitled to reasonable attorney's fees as provided by the terms of the Agreement and costs of this action.

WHEREFORE, Plaintiff demands judgment against the Defendant, CMN, in the principal amount of \$33,368.00 together with attorney's fees and costs.

COUNT II
(Unjust Enrichment Against CMN)

14. Plaintiff realleges paragraphs 1 through 5.

15. UF provided funds to CMN for the purchase of future receivables of CMN and conferred a benefit upon CMN.

16. CMN knowingly appreciated and accepted the benefit of said funds, but failed to pay UF the future receivables.

17. CMN's acceptance and retention of said benefit under the circumstances makes it inequitable for CMN to retain said benefit without paying the value thereof.

18. Accordingly, CMN has been unjustly enriched at the expense and to the detriment of UF in the sum of \$33,368.00

WHEREFORE, Plaintiff demands judgment against the Defendant, CMN, in the principal amount of \$25,483.00 together with costs.

COUNT III
(Breach of Personal Guaranty Against Fordley)

19. Plaintiff realleges paragraphs 1 through 6 and 8 through 12.

20. On or about July 23, 2021 Fordley executed a personal guaranty of performance of the Agreement (hereinafter referred to as "the Guaranty") of the same date in favor of UF personally guarantying the performance of all of the covenants of CMN as set forth in the Agreement between UF and CMN. A true and correct copy of the Guaranty is a part of the Agreement attached hereto as Exhibit "A."

21. Fordley breached the Guaranty by failing to pay to UF the outstanding balance due from CMN to UF which CMN has failed to pay in the total amount of \$33,368.00.

22. As a direct and proximate result of Fordley's breach of the Guaranty, there is due and owing to UF from Fordley the sum of \$33,368.00 together with reasonable attorney's fees as provided by the terms of the Guaranty and the Agreement and costs of this action.

WHEREFORE, UF demands judgment against the Defendant, Fordley, in the amount of \$33,368.00 together with attorney's fees and costs of this action.

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By: /s/Alan B. Gest
Alan B. Gest
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Urus Funding LLC

Urus Funding LLC
99 Wall St. Suite 2332
New York, NY 10005
Phone: (646) 543-5789

MERCHANT AGREEMENT (FIXED ACH) SELLER INFORMATION

This Agreement dated 2021-07-23 ("Agreement") between Urus Funding LLC. ("UF") and the merchant listed below ("the Merchant").

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

Merchant's Legal Name: CMN CONSTRUCION LLC Federal TAX ID: 82-2807507

D/B/A: CMN CONSTRUCTION LLC

Physical Address: 1551 WHITMAN DR City: WEST MELBOURNE State: FL Zip: 32904

Mailing Address: 1551 WHITMAN DR City: WEST MELBOURNE State: FL Zip: 32904

PURCHASE AND SALE OF FUTURE RECEIVABLES

Effective as of the Purchase Date (as hereinafter defined), Merchant hereby sells, assigns and transfers to UF (making UF the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future accounts, contract rights and other obligations arising from or relating to the payment of monies from Merchant's customers' and/or other third party payors (collectively the "Receipts" defined as all payments made by cash, check, credit or debit card, electronic transfer or other form of monetary payment in the ordinary course of the Merchant's business), for the payment of Merchant's sale of goods or services until the amount specified below (the "Purchased Amount") has been received by UF. The Purchased Amount shall be paid to UF by Merchant irrevocably authorizing only one deposit account acceptable to UF (the "Account") to remit the percentage specified below (the "Specified Percentage") of the Merchant's settlement amounts due from each transaction, until such time as UF receives payment in full of the Purchased Amount.

In consideration of servicing the account, Merchant hereby authorizes UF to ACH Debit the "Specific Daily Amount" from the Account on a daily basis as the base payment credited against the Specified Percentage due. It is Merchant's responsibility to contact UF at the beginning of each month and provide bank statements for the Account to reconcile on a monthly basis the daily payments made against the Specific Percentage permitting UF to debit or credit the difference to Merchant so that payments that UF receives equals the Specified Percentage.

Merchant will provide UF with all required access codes and monthly bank statements for the Account. Merchant understands that it will be held responsible for any fees (see Appendix A) incurred by UF resulting from a rejected ACH attempt or upon the occurrence of an Event of Default. UF is not responsible for any overdrafts or rejected transactions that may result from UF's debiting the Account as provided for by the terms of this Agreement. UF may, upon Merchant's request, adjust the amount of any payment due under this Agreement at UF's sole discretion and as it deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between UF and Merchant, upon the occurrence of any of the provisions of Section 1.11 of this Agreement or upon the occurrence of an Event of Default under Section 3, the Specified Percentage shall equal 100%. A list of all fees applicable under this Agreement is contained in Appendix A.

Purchase Price \$20,000.00 Specified Percentage 65 % Specific Daily Amount \$1,499.00 Purchased Amount: \$29,980.00

MERCHANT (#1)
By: JEFFREY ROBERT FORDLEY
(Print Name and Title)

X JEFFREY ROBERT FORDLEY
(Merchant 1 Signature)

MERCHANT (#2)
By: _____
(Print Name and Title)

X _____
(Merchant 2 Signature)

GUARANTOR (#1)
By: JEFFREY ROBERT FORDLEY
(Print Name and Title)

X JEFFREY ROBERT FORDLEY
(Guarantor's 1 Signature)

GUARANTOR (#2)
By: _____
(Print Name and Title)

X _____
(Guarantor's 2 Signature)

URUS Funding LLC By: _____
(Company Officer)

Sales Associate Name:
By: _____
(Signature)

EXHIBIT "A"

INITIALS: JF

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 Guarantors represents that he or she is authorized to sign this Agreement, legally binding Merchant to comply with the terms of this Agreement and that the information provided herein and in all of UF's 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 UF and shall be an Event of Default under this Agreement. With respect to Guarantors, they are signing this solely to acknowledge receipt of this Agreement, to bind themselves to the specific terms applicable to Guarantors, but for no other purpose. The Guaranty of Performance attached hereto, which they will sign, sets forth their obligations under it.

Due Diligence: Merchant authorizes UF to conduct background, onsite and financial examinations of Merchant, which may include without limitation, address verifications for up to ten (10) years; verification of the status of the licenses, permits, authorizations and/or governmental filings of Merchant; verification of insurance coverage; verification of good business practices through the appropriate agencies; a search of industry association databases; and a search for bankruptcies, liens or judgments in all jurisdictions where business functions have been conducted. Any onsite examination may include, without limitation, verification that business is conducted as represented by Merchant at all sites where it conducts business. This examination shall be conducted upon reasonable prior notice to the Merchant and only during reasonable business hours. The financial examination may include, without limitation, a review of Merchant's current financial statements, its most recent annual reports, tax returns for the previous three (3) years, and all documentation supporting employee bonds and insurance policies of Merchant. If Merchant is not publicly held, UF, or its agents, may conduct background and financial examinations of all principals owning ten percent (10%) or more of Merchant. Such examinations may include, without limitation, a review of information regarding criminal history for all jurisdictions where the principal has resided and been employed, address verification for all residences, and employment verification. The examination may also include, without limitation a review of the credit standing of the principal, and a search for bankruptcies and judgments in all jurisdictions where the principal has resided or been employed. The review may also include a review of up to three (3) years of personal tax returns.

UF may produce a monthly statement reflecting the delivery of the Specified Percentage from Merchant to UF. An investigative report may be obtained in connection with the Agreement. Merchant and each of the above-signed Guarantors authorizes UF, its agents and representatives and any credit-reporting agency engaged by UF, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Guarantors for the purpose of this Agreement, and (ii) obtain a credit report at any time now or for so long as Merchant and/or Guarantor(s) continue to have any obligation to UF in connection with this Agreement or any future agreement with UF.

MERCHANT AND GUARANTORS ACKNOWLEDGES THAT (i) IT AND THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE, AND (ii) IT AND THEY HAVE CONSULTED WITH COUNSEL OF THEIR CHOICE OR HAVE DECIDED TO WAIVE THE OPPORTUNITY TO DO SO.

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

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 UF, and have the account (the "Account") with a depository institution ("Bank") acceptable to UF, to obtain electronic fund transfer services and/or ACH debits and credits. Merchant shall provide UF and/or its authorized agent with all of the information, authorizations and passwords necessary to verify Merchant's Receipts into the Account. Merchant authorizes UF and/or its agent to deduct the amounts owed to UF under this Agreement from the Account and to withdraw the Specified Daily Amount (credited against the Specified Percentage) by ACH debit from the Account on a daily basis. The authorization shall be irrevocable absent UF's written consent. The Specified Daily Amount is intended to represent the Specified Percentage of Merchant's Receipts each calendar month. At any time, UF may adjust the Specified Daily Amount so that the amount in the future more closely represents the Specified Percentage. UF will reconcile the payments on a monthly basis to equal the Specified Percentage by either debiting or crediting the difference back to Merchant.

1.1.1. Merchant authorizes UF and/or its agents to initiate such ACH debits equal to the Specified Percentage, and any other fees, costs, charges or other amounts UF is entitled to receive under this Agreement, from Merchant's Account indicated above (the "Bank Account") until UF has received the Purchased Amount, and any other fees, costs, charges or other amounts UF is entitled to receive under this Agreement. In furtherance thereof, Merchant authorizes its merchant processor and/or all applicable third parties to provide to UF and its agents all information, including but not limited to Merchant's bank deposits, as is necessary to permit UF and/or its agents to determine the Specified Percentage due to UF. Prior to the Purchase Date, and as a condition to the purchase of the Receipts by UF, Merchant shall execute and deliver a form or forms of authorization for electronic check/ACH payments provided to Merchant by UF.

1.1.2. UF may charge certain fees as set forth on the attached Appendix A (the "Fee Structure"). UF will debit or otherwise withdraw any applicable fees from the Fee Structure if/when such become due from the Bank Account or other bank accounts of the Merchant, as authorized herein.

1.1.3. In connection with the ACH Debit Authorization above, UF will debit or otherwise withdraw the Specific Daily Amount from the Bank Account or other bank accounts of the Merchant, as authorized herein, but in no event less than every business day.

1.1.4. The foregoing authorizations shall continue in effect until UF receives final payment of the entire Purchased Amount and all other amounts due and owing under this Agreement. The foregoing authorizations in this Section 1 are absolute and unconditional, and may only be revoked with the prior written consent of UF, and the Agreement cannot be amended or terminated without the prior written consent of UF. Bank may rely upon the instructions of UF, without any independent verification, in furtherance of the foregoing authorizations. Merchant waives any claim for damages it may have against Bank, in connection with actions taken based upon instructions from UF, unless such damages were due to such Bank's failure to follow UF's instructions.

1.1.5. Merchant acknowledges and agrees that (i) Bank will be acting on behalf of UF with respect to portions of the Purchased Amount, as applicable, until the Purchased Amount are

fully and finally remitted to UF, (ii) Bank may or may not be an affiliate of UF, (iii) Merchant does not have any power or authority to control Bank's or UF's actions with respect to the remittance of cash to UF, (iv) UF is not responsible and shall not be liable for, and Merchant agrees to hold UF harmless from, the actions of Bank, and (v) funds representing Purchased Amount in the possession of Bank and UF constitute property owned solely by UF and Merchant disclaims any and all interest therein.

1.2 Term of Agreement. This Agreement shall continue until UF irrevocably receives the Purchased Amount in full.

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

1.4 Transaction History. Merchant authorizes the Bank to provide UF with Merchant's banking and/or credit-card processing history from time to time to determine qualification or continuation in this program.

1.5 No Liability. In no event will UF be liable for any claims asserted by Merchant or Guarantors 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).

1.6 Sales of Receipts Merchant and UF 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 UF to Merchant. Merchant it being understood that there is no time certain when the Purchased Amount will be received by UF since it is based solely upon the receipt of the Specified Percentage by UF. Merchant agrees that the Purchase Price is in exchange for the Receipts and equals the fair market value of such Receipts. UF 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 UF 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 no event shall the aggregate of any amounts due to UF be deemed as interest hereunder. In the event that a court determines that UF has charged or received interest hereunder, and that such amount is in excess of the highest rate allowed by law, then the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and UF shall promptly refund to Merchant any interest received by UF in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that UF 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.

1.7 Power of Attorney. Merchant irrevocably appoints UF as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document in the case of a violation by Merchant of any term of this Agreement or the occurrence of an Event of Default 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 UF; and (v) to file any claims or take any action or institute any proceeding which UF 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.

1.8 Protection of Information. Merchant and each person signing this Agreement on behalf of Merchant and/or as Guarantor, in respect of himself or herself personally, authorizes UF to disclose information concerning Merchant's and each Guarantor(s)'s credit standing and business conduct only to agents, affiliates, subsidiaries, and credit reporting bureaus as is required in connection with the Receipts. Merchant and Guarantor(s) hereby waives to the maximum extent permitted by law any claim for damages against UF or any of its affiliates relating to any (i) investigation undertaken by or on behalf of UF as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.9 Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by UF, including this Agreement and any other UF documentation (collectively, "Confidential Information") are proprietary and confidential information of UF. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of UF to any person other than its 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 1.10.

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

1.11 Confession of Judgement. Merchant shall, upon execution of this Agreement, deliver to UF an executed confession of judgment in the form acceptable to UF in favor of UF in the amount of the Purchased Amount less any payments timely made pursuant to this Agreement, plus fees and costs.

1.12 Security Interest.

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

1.12.2. Merchant and Guarantor each agrees to execute any documents or take any action in connection with this Agreement as UF deems necessary to perfect or maintain UF's first priority security interest in the Collateral and any additional Collateral, including the execution of any account control agreements. Merchant and Guarantor each hereby authorizes UF to file any financing statements deemed necessary by UF to perfect or maintain UF's security interest, which financing statement may contain notification that Merchant and Guarantor have granted a negative pledge to UF with respect to the Collateral and any additional Collateral, and that any subsequent lien may be tortuously interfering with UF's rights. Merchant and Guarantor

shall be liable for and UF may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by UF in protecting, preserving and enforcing UF's security interest and rights. Merchant further acknowledges that UF may use another legal name and/or D/B/A when designating the Secured Party, when UF files the above-referenced financing statement(s)

1.13 Negative Pledge. Merchant and Guarantor each agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral or any additional Collateral as applicable.

1.14 Consent to Enter Premises and Assign Lease. UF shall have the right to cure Merchant's default in the payment of rent on the following terms. In the event Merchant is served with papers in an action against Merchant for nonpayment of rent or for summary eviction, UF may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that UF may enter into an agreement with Merchant's landlord giving UF the right to enter Merchant's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same.

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

1.16 Timing and Method of Funding. Merchant and UF agree that UF shall purchase the Receipts on a date to be determined by UF in its sole discretion (the "Purchase Date") Merchant and UF also agree that UF, in its sole discretion, may refuse to purchase the Purchased Receivables for any reason or no reason. Merchant and UF further agree that UF shall provide payment through any commercially reasonable method, at UF's sole discretion, including, but not limited to, check, federal funds wire, or ACH transfer.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

2.1 Advances are not Loans. Merchant fully understands that the amount of the Purchase Price is not a loan, but a non-recourse transaction pursuant to which Purchaser's funds are at full risk of non-payment in the event Receipts are not sufficient to satisfy the Purchased Amount and that it is not possible to determine the time period within which the Specified Percentage of Receipts will last to repay the Purchased Amount. Merchant agrees not to raise the defense of civil or criminal usury in any proceeding in which UF is enforcing its rights under this Agreement.

2.2 Financial Condition and Financial Information. Its bank and financial statements, copies of which have been furnished to UF, and future statements which will be furnished hereafter at the discretion of UF, 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 UF of any material adverse change in its financial condition, operation or ownership. UF may request statements at any time during the performance of this Agreement and the Merchant shall provide them to UF within 5 business days after requested. Merchant's failure to provide them is a material breach of this Agreement.

2.3 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.

2.4 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.

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

2.6 The Account. Merchant will not change the Account or take any other action that could have any adverse effect upon Merchant's obligations under this Agreement, without UF's prior written consent. Any such change shall be a material breach of this Agreement.

2.7 Change of Name or Location. Merchant will not conduct Merchant's businesses under any name other than as disclosed to UF or change any of its places of business without UF written consent.

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

2.9 No Bankruptcy. As of the date of this Agreement, Merchant 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 No Encumbrance of Receipts. Merchant shall not further encumber the Receipts without the prior written consent of UF.

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 UF.

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 Defaults under Other Contracts/Improper transfers. 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, nor will it be considered a fraudulent transfer or fraudulent conveyance, or will otherwise be void or voidable under similar laws or principles, the doctrine of equitable subordination, laws regarding preferential transfers, or for any other reason.

2.14 Civil/Criminal/Regulatory matters. There are no civil or criminal proceedings pending before any court, government agency, arbitration panel, or administrative tribunal or, to Merchant's knowledge, threatened against Merchant, which may result in any material adverse change in the business, property, or financial condition of Merchant. Merchant is in compliance with all applicable federal, state and local law and regulations.

2.15 Business Closure. At no time during the six (6) months immediately preceding the date of this Agreement has Merchant considered or decided to close or cease operating its business, in whole or in part, temporarily or permanently.

III. EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. Protections against Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant shall violate any term or covenant in this Agreement; (b) Any representation or warranty by Merchant in this Agreement shall prove to have been incorrect, false or misleading in any material respect when made; (c) the sending of notice of termination by Guarantor(s); (d) Merchant shall transport, move, interrupt, suspend, dissolve or terminate its business; (e) Merchant shall transfer or sell all or substantially all of its assets; (f) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant; (g) Merchant shall use any depository account other than the Account for the credit or deposit of the Receipts without the prior written consent of UF; (h) Merchant shall change the Account without the prior written consent of UF; (i) Merchant takes any action or 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 by Receipts which are deposited in the Account; (j) Merchant shall perform any act that reduces the value of any Collateral granted under this Agreement; (k) Merchant shall default under any of the terms, covenants and conditions of any other agreement with UF; and (l) In the event that Merchant places an ACH Block on the Account preventing Purchaser from processing an ACH debit to the Account.

3.2 Remedies. In case any Event of Default occurs, UF 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 Guaranty) or any other legal or equitable right or remedy. All rights, powers and remedies of UF in connection with this Agreement may be exercised at any time by UF 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. In addition to the foregoing, UF may:

3.2.1. Declare that the full uncollected Purchase Amount plus all fees due under this Agreement is due and payable in full immediately out of the Account and the Specified Percentage become 100%.

3.2.2. May enforce the provisions of the Guaranty against the Guarantor(s)

3.2.3. May enter the confession of judgment as a judgment with the Clerk of the Court and execute thereon.

3.2.4. May enforce its security interest in the Collateral.

3.2.5. May proceed to protect and enforce its rights and remedies by lawsuit. In any such lawsuit, in which UF shall recover judgment against Merchant, Merchant shall be liable for all

of UF's costs of lawsuit, including but not limited to all reasonable attorneys' fees and court costs.

3.2.6. May exercise its rights under the assignment of Merchant's lease.

3.2.7. May debit Merchant's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on the Account or otherwise, in an amount equal to the Specified Percentage.

3.2.8. Exercise the right, without waiving any of its rights and remedies and without notice to Merchant and/or Guarantor(s) to notify Merchant's credit card processor of the sale of Receipts hereunder and to direct such credit card processor to make payment to UF of all or any portion of the amounts received by such credit card processor on behalf of Merchant. Merchant hereby grants to UF an irrevocable power-of-attorney, which power-of-attorney shall be coupled with an interest, and hereby appoints UF or any of UF's representatives as Merchant's attorney-in-fact, to take any and all action necessary to direct such new or additional credit card processor to provide such Receipts to UF.

3.3 Costs. Merchant shall pay to UF all reasonable costs associated with (a) a breach by Merchant of the representations, warranties and covenants in this Agreement and the enforcement thereof, and (b) the enforcement of UF's remedies set forth in this Agreement, including but not limited to court costs and attorneys' fees.

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

IV. MISCELLANEOUS

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

4.2 Assignment. UF 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 certified mail, return receipt requested, to the respective parties to this Agreement at the addresses set forth in this Agreement (or at such other address as the Party shall specify in writing) and shall become effective only upon receipt.

4.4 Waiver Remedies. No failure on the part of UF 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 the parties and their respective successors and assigns, except that Merchant shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of UF which consent may be withheld in UF's sole discretion. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regards to any applicable principals of conflicts of law. This

Agreement is for the sale of the Merchant's future Receipts and is subject to the Uniform Commercial Code as adopted in New York. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if UF so elects, be instituted in any court sitting in New York State, (the "Acceptable Forums") The parties agree that the Acceptable Forums are convenient, and submit to the jurisdiction of the Acceptable Forums and waive any and all objections to jurisdiction or venue. Should a proceeding be initiated in any other forum, the parties waive any right to oppose any motion or application made by either party to transfer such proceeding to an Acceptable Forum.

4.6 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 hereto embodies the entire agreement between Merchant and UF and supersedes all prior agreements and understandings relating to the subject matter hereof.

4.9 Indemnification. Upon the occurrence of any Event of Default, Seller and Guarantor(s) jointly and severally shall assume liability for and do hereby agree to indemnify, protect, and keep harmless UF and any third party servicers from and against any and all liabilities, claims, losses, obligations, damages, penalties, actions and suits of whatsoever kind and nature imposed on, incurred by or asserted against UF or any third party servicers in any way relating to or arising out of such Event of Default (collectively "Indemnified Amounts") including, without limitation, the payment of all costs and expenses of every kind for the enforcement of UF's rights and remedies hereunder, including the collection of amounts due to UF hereunder, including attorneys fees and costs in any trial court or appellate court proceeding or administrative proceeding, any arbitration or mediation, or any negotiations or consultations, in connection with any Event of Default. Such Indemnified Amounts shall bear interest at the highest rate of interest allowed by applicable law until paid in full.

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

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

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

4.12 SERVICE OF PROCESS. IN ADDITION TO THE METHODS OF SERVICE ALLOWED BY THE NEW YORK STATE CIVIL PRACTICE LAW & RULES ("CPLR") MERCHANT HEREBY CONSENTS TO SERVICE OF PROCESS UPON IT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED. SERVICE HEREUNDER SHALL BE COMPLETE UPON MERCHANT'S ACTUAL RECEIPT OF PROCESS OR UPON UF'S RECEIPT OF THE RETURN THEREOF BY THE UNITED STATES POSTAL SERVICE AS REFUSED OR UNDELIVERABLE. MERCHANT MUST PROMPTLY NOTIFY UF, IN WRITING, OF EACH AND EVERY CHANGE OF ADDRESS TO WHICH SERVICE OF PROCESS CAN BE MADE. SERVICE BY UF TO THE LAST KNOWN ADDRESS SHALL BE SUFFICIENT. MERCHANT WILL HAVE THIRTY (30) CALENDAR DAYS AFTER SERVICE HEREUNDER IS COMPLETE IN WHICH TO RESPOND. FURTHERMORE, MERCHANT EXPRESSLY CONSENTS THAT ANY AND ALL NOTICE(S) DEMAND(S) REQUEST(S) OR OTHER COMMUNICATION(S) UNDER AND PURSUANT TO THIS MERCHANT AGREEMENT SHALL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THIS MERCHANT AGREEMENT.

4.13 Sale of Additional Pool of Future Receivables; Schedules; Right of First Refusal. In the event that Merchant wishes to sell, and UF agrees to purchase, an additional pool (or additional pools) of Future Receivables, this Agreement shall serve as a Master Agreement which sets forth all of the terms and conditions governing any such sale. The parties shall execute an additional schedule for each such purchase, setting forth the Purchase Price, Specified Percentage, Specific Daily Payment Amount and Purchased Amount applicable to that additional pool of future receivables. The Purchase Price listed on such schedule shall be reduced dollar-for-dollar by Purchased Amounts then outstanding from prior purchases of Receipts by UF, in settlement of Merchant's obligations with respect to the payment of such Purchased Amounts. With the exception of the provisions contained in these additional schedules, the terms and conditions of this Agreement shall be fully applicable. Nothing herein shall obligate either party to sell and purchase additional pools of Future Receivables; however, Merchant grants UF the right of first refusal to purchase any such pool of additional future receivables that Merchant may wish to sell.

4.14 ACH Authorization. Merchant hereby authorizes UF, or its designated agents, successors and/or assigns, to withdraw any amount now due or hereinafter due under this Agreement, by initiating debit entries to Merchant's Bank Account and/or any other bank account that Merchant may open or maintain, at any time after the occurrence of an Event of Default, or other breach or default of Merchant's obligations under this Agreement. Merchant authorizes debit of Merchant's Bank Account and/or any other bank account that Merchant opens or maintains for the full amount due under this Agreement or any portion thereof. Further, Merchant authorizes and directs the Bank and/or any other bank to accept and to charge any debit entries initiated by UF to Merchant's Bank Account or other bank accounts, as the case may be. For purposes of this Section, and unless and until the Purchased Amount has been paid in full, Merchant shall at all times maintain the Minimum Deposit in the Merchant's Bank Account, or in such other bank account in which UF has ACH withdrawal authorization. In the event that UF withdraws erroneously from Merchant's Bank Account or any other bank account, Merchant authorizes UF to credit such account for the amount erroneously withdrawn. Merchant understands that the foregoing ACH authorization and Minimum Deposit requirement are fundamental conditions to induce UF to accept this Agreement. Such authorization is intended to be irrevocable. In the event that Merchant closes or terminates the Bank Account, terminates ACH authorization as set forth above, or fails to maintain the Minimum Deposit, UF, in its sole discretion, may deem such closure, termination or failure to be an Event of Default.

4.15 Reporting. UF and its affiliates are or in the future may become members of one or more industry associations that exchange and share information regarding the performance by merchants under merchant cash advance and related documents. Accordingly, UF and its affiliates reserve the right, without further notice to the Merchant, to provide information to such industry associations relating to the Merchant and its principals, as well as the Merchant's performance under this Agreement and related documents. The Merchant, for itself and its principals, hereby authorizes UF and its affiliates to provide such information without further notice to or consent of the Merchant and/or its principals.

4.16 Return of UF Proceeds. In the event that Merchant, or any of Merchant's respective directors, officers, employees, agents, subcontractors or affiliates, receives or comes into possession of any proceeds of the Purchased Amount, Merchant shall, or shall cause such other recipients to, immediately segregate and hold such proceeds in express trust for UF's sole and exclusive benefit. Such proceeds shall be delivered to UF in full within three (3) business days of such receipt.

4.17

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

GUARANTY OF PERFORMANCE

Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to UF, LLC. ("UF") the performance of all of the warranties and covenants or the accuracy of any representation in the Merchant Agreement (defined below) (the "Guaranteed Obligations") made by Merchant named in the Merchant Agreement dated even date herewith between UF and Merchant, ("Merchant Agreement") a copy of which is attached to this Guaranty of Performance ("Guaranty") as each agreement may be renewed, amended, extended or otherwise modified. This Guaranty does not guarantee the repayment of the Receipts but is solely a guaranty of performance in the event of a breach of the Guaranteed Obligations. Guarantor's obligations are due at the time of any breach by Merchant of any of the Guaranteed Obligations made by Merchant in this Guaranty and the Merchant Agreement.

Cross - Collateral. To secure Guarantor's payment and performance obligations to UF under this Guaranty, Guarantor hereby grants UF a security interest in the following collateral:

(the "Additional Collateral"). Guarantor acknowledges and agrees that any security interest granted to UF will secure the obligations of Guarantor under the Merchant Agreement.

Guarantor Waivers. In the event that Merchant breaches any of the Guaranteed Obligations, UF may enforce its rights under this Guaranty without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral or Additional Collateral UF may hold pursuant to this Guaranty.

UF does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Guaranty if it is not notified of: (i) FCP failure to receive in a timely manner any amount due to it under the Merchant Agreement; (ii) any adverse change in Merchant's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) UF's acceptance of this Guaranty; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to UF. In addition, UF may take any of the following actions without releasing Guarantor from any of its obligations under this Guaranty: (i) renew, extend or otherwise modify the Merchant Agreement or Merchant's other obligations to UF; (ii) release Merchant from its obligations to UF; (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 Guaranty. Until the amount due to UF under the Merchant Agreement is paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Guaranty. Guarantor 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 Guaranty: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that UF 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 Guaranty shall include that amount.

Guarantor Acknowledgement. Guarantor acknowledges (i) the seriousness of the provisions of this Guaranty; (ii) has had a full opportunity to consult with counsel of its choice or has decided not to avail himself/herself of that opportunity.

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

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

GUARANTOR #1

Signature: JEFFREY ROBERT FORDLEY

Name and Title: JEFFREY ROBERT FORDLEY

SS#: [REDACTED]

Driver's License #: [REDACTED]

Date: [REDACTED]

Urus Funding LLC

Urus Funding LLC
99 Wall St. Suite 2332
New York, NY 10005
Phone: (646) 543-5789

APPENDIX A: THE FEE STRUCTURE

Origination Fee: One-time fee for underwriting and related expenses.

Amount Funded	Origination Fee
\$5,000 - \$19,999	\$289.00
\$20,000 - \$49,999	\$589.00
\$50,000 - \$99,999	\$989.00
\$100,000 - \$200,000	\$1,489.00

Service Fees

\$35.00 - For same day wire

ACH Program Fee:

9.99% of the Purchased Amount: The ACH program is a labor intensive and is not an automated process requiring UF to charge this fee to cover related costs.

Bank Change Fee

\$75 - For each change of account requested, account may only be changed to another commercial checking account.

Site Visit Fee (if applicable)

\$200 - One-time fee to cover the cost of onsite visit.

NSF Fee

\$35 per insufficient funds (NSF) in Merchant's Account to pay the Specified Percentage -

Rejected ACH

\$100 per incident - If an ACH is rejected based on any action taken by the Merchant with respect to an ACH debit without prior notification and authorization by UF.

ACH Block on Account

\$2,500- If the Merchant places an ACH Block on their account preventing UF from processing an ACH debit to the Account.

Default Fee

\$5,000 - If the Merchant changes the Account or intentionally diverts Receipts to another account preventing the Buyer from receiving any amount of the Specified Percentage without Purchaser's consent.

Business Name: CMN CONSTRCUTION LLC

MERCHANT 1

Signature: JEFFREY ROBERT FORDLEY

Name: JEFFREY ROBERT FORDLEY

Title: _____

Date: 2021-07-23

URUS FUNDING LLC

Dear Merchant,

Thank you for accepting this offer from UF LLC. We look forward to being your funding partner.

Daily ACH Program

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

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

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

* Be sure to indicate capital or lower case letters.

Name of Bank: _____

Bank Portal Website: _____

Username: _____

Password: _____

Security Question / Answer 1: None

Security Question / Answer 2: None

Security Question / Answer 3: None

Any other information necessary to access your account:

Merchant Name: JEFFREY ROBERT FORDLEY

By: JEFFREY ROBERT FORDLEY

Title: _____

Merchant Please note: In the event that we are unable to access your account, we will take a daily estimated payment. An additional \$29 fee will be assessed for each day we do not have access.

If you have any questions please feel free to contact us directly at 646-543-5789

Urus Funding LLC

Urus Funding LLC
99 Wall St. Suite 2332
New York, NY 10005
Phone: (646) 543-5789

AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS) AND DIRECT COLLECTIONS (ACH DEBITS)

This Agreement for Direct Deposits (ACH Credits) and Direct Collections (ACH Debits). Seller should keep this important legal document for Seller's records.

DISBURSMENT OF PURCHASE PRICE. By signing below, Seller authorizes Buyer after electing to purchase the Specified Amount of the Future Payment Rights to disburse the Purchase Price set forth in the Agreement by initiating an ACH credit to the bank account described below (or a substitute bank account specified by Seller and approved by Buyer) (the "Account").

COLLECTION OF FUNDS ARISING FROM SPECIFIED AMOUNT OF FUTURE PAYMENT RIGHTS. By signing below, Seller authorizes Buyer to collect the funds arising from the Specified Amount of the Future Payment Rights Buyer is entitled to receive under the Agreement by initiating ACH debits to the Account in amounts not to exceed the amount of the Daily Collection set forth in the Agreement. Seller authorizes Buyer to initiate an ACH debit to the Account on the Initial Collection Date set forth in the Agreement and an ACH debit to the Account each Business Day after the Initial Collection Date until Buyer (i) collects the entire Specified Amount of Future Payment Rights or (ii) initiates the Maximum Number of ACH Debits set forth in the Agreement, whichever occurs first. Upon Seller's breach of the Agreement, Seller authorizes Buyer immediately to debit any damages that Seller owes to Buyer pursuant to the Agreement from any of Seller's accounts, including the Account via one or more debit entries.

BUSINESS PURPOSE ACCOUNT. By signing below, Seller attests that any account into which Seller deposits funds arising from Future Payment Rights, including, but not limited to, the Account, was established for business purposes and not primarily for personal, family or household purposes.

MISCELLANEOUS. Seller will deposit or cause to be deposited any and all funds arising from Future Payment Rights into the Account not more than one day after Seller or any agent of Seller receives funds. Seller understands that Seller is responsible for ensuring that funds arising from the Future Payment Rights remain in the Account each day until Buyer debits the amount that the Agreement authorizes Buyer to debit from the Account for that day. Buyer is not responsible for any overdrafts or rejected transactions that may result from Buyer debiting any of Seller's accounts. The ACH authorizations provided for in this Agreement will remain in effect until Buyer has received written notification from Seller of its termination in such time and in such manner as to afford Buyer and Seller's depository bank a reasonable opportunity to act on it. Buyer is not responsible for any fees charged by Seller's bank as a result of credits or debits initiated under this Agreement. The origination of ACH transactions to Seller's accounts, including, but not limited to, the Account, must comply with the provisions of U.S. law.

ACCOUNT INFORMATION

Bank Name: [REDACTED] Bank Phone Number: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

SELLER SIGNATURE 
JEFFREY ROBERT FORDLEY

Print Seller's Name: _____ Federal Tax ID: [REDACTED]

Date: 2021-07-23 Title: _____

Urus Funding LLC

Urus Funding LLC
99 Wall St. Suite 2332
New York, NY 10005
Phone: (646) 543-5789

Permission to Release Information

I, JEFFREY ROBERT
FORDLEY, owner of

CMN CONSTRCUTION LLC

(Legal Business Name), Doing Business As:

CMN CONSTRUCTION LLC

(DBA Name) authorize Urus Funding LLC to obtain trade, landlord, and bank information from vendors, suppliers, landlord/mortgagor, banks and creditors. This information will be used for the sole purpose of obtaining funding through Urus Funding LLC.

AGREED AND ACKNOWLEDGED:

PRINT NAME: JEFFREY ROBERT FORDLEY

Signature: JEFFREY ROBERT FORDLEY

Company Name(Legal Name) CMN CONSTRCUTION LLC

DBA Name: CMN CONSTRUCTION LLC

Address: 1551 WHITMAN DR
WEST MELBOURNE, Florida, 32904

Office Phone: (518) 281-9580

Cell Phone: (518) 281-9580

Page 12 OF 12

INITIALS:

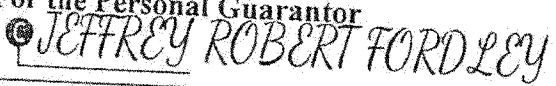
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ADDENDUM TO CONTRACT

WAIVER OF PERSONAL SERVICE

This Addendum ("Addendum") is to be made a part of the purchase and sale of future receivables agreement (the "Contract") between URUS FUNDING LLC ("Purchaser") and CMN CONSTRUCION LLC and JEFFREY ROBERT FORDLEY ("Guarantor#1") dated _____ ("Merchant")


1. Merchant hereby irrevocably and unconditionally waives personal service of any summons, complaint, or other process, which may be made by any other means permitted by New York law. Merchant understands and agrees that an action, lawsuit, or controversy may be taken up and considered by a court without any further notice. Merchant further agrees to waive any objection to the absence of formal service of process.
2. Guarantor hereby irrevocably and unconditionally waives personal service of any summons, complaint, or other process, which may be made by any other means permitted by New York law. Guarantor understands and agrees that an action, lawsuit, or controversy may be taken up and considered by a court without any further notice. Guarantor further agrees to waive any objection to the absence of formal service of process.
3. MERCHANT HEREBY AGREES TO ACCEPT SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS BY ELECTRONIC MAIL ("EMAIL") AT _____ OR BY UNITED STATES POSTAL SERVICE AT 1551 WHITMAN DR WEST MELBOURNE Florida 32904, United States OR BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.
4. GUARANTOR#1 HEREBY AGREES TO ACCEPT SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS BY ELECTRONIC MAIL ("EMAIL") AT _____ OR BY UNITED STATES POSTAL SERVICE AT 1551 WHITMAN DR WEST MELBOURNE Florida 32904, United States OR BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.
5. Merchant or Guarantor shall notify Purchaser of any changes to its physical address or email address for service. Unless Purchaser is notified of a change in address, all addresses shall be presumed to be accurate.
6. This Addendum shall supersede any notice requirements in the Contract with respect to service of process.

For the Personal Guarantor

Name: JEFFREY ROBERT FORDLEY

For the Merchant

Name: JEFFREY ROBERT FORDLEY

Title:
Date: 2021-07-23

Title:
Date: 2021-07-23

INITIALS: 

AFFIDAVIT OF CLAIM

STATE OF NEW YORK)
)
) SS:
)
COUNTY OF NASSAU)

The undersigned, FELIX KOMRASH being duly sworn, both deposes and says, that he is the Senior Funding Specialist of Urus Funding LLC; and that the annexed statement of the account of:

CMN Construction and Jeffrey Robert Fordley, doing business/residing at 1551 Whitman Drive, City of Melbourne, State of Florida, is just, true and correct. There is now due the principal sum of Thirty Three Thousand Three Hundred and Sixty-Eight Dollars (\$33,368.00). No part thereof has been paid or satisfied, and there are no set offs, or counterclaims thereto to the knowledge or belief of Affiant.

WITNESS my hand and seal this 10th day of February, 2022.

Urus Funding, LLC
NAME OF CORPORATION

By: [Signature] Manager / Senior Funding Specialist
(Sign Name and Print Title)

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization on this 10th day of February, 2022, by Felix Komrash, the Senior Funding Specialist of Urus Funding, LLC, who is personally known to me.

[Signature]
Notary Public (Sign and Print Name)
Commission No.:
My Commission Expires:

