

ENHANCED SECURED PURCHASE AND SECURITY AGREEMENT

This Enhanced Secured Purchase and Security Agreement (“Agreement”) is dated for reference as of September 15, 2022, between Transportation Alliance Bank Inc. dba TAB Bank (the “Purchaser”) and Wild Leaf Holdings U.S. LLC dba Wildpack Beverage, K. T. Murray Corporation dba Land & Sea Packaging, CraftPac, LLC dba Wildpack Beverage, and Vertical Distilling, LLC dba Wildpack Beverage (individually and collectively, the “Seller”).

1. **Definitions.** As used in this Agreement, the following terms have the following respective meanings. All capitalized terms not defined in this Agreement have the meaning set forth in the UCC:

“Account” means an Account, as defined in the UCC.

“Account Debtor” means an Account debtor, as defined in the UCC.

“Administration Discount” means the per diem administration discount specified on Exhibit A. The discount charged for each increment of time is cumulative.

“Administration Fee” means the fee charged for each Purchased Account equal to the Administration Discount multiplied by the number of days from the Purchase Date through the date the Purchased Account is Closed, multiplied by the Purchase Price.

“Advance Rate” means the Advance Rate specified on Exhibit A, or such other percentage as may be determined from time to time by Purchaser in its sole discretion.

“Annual Fee” means an annual fee equal to the Maximum Amount multiplied by the percentage specified on Exhibit A.

“Avoidance Claim” means a claim that any payment of any money or transfer of any property is void, voidable, avoidable, or otherwise subject to repayment in whole or part within the meaning of any state or federal law, including, without limitation, any fraudulent conveyance or preferential transfer under the U.S. Bankruptcy Code or any other insolvency law, rule, or regulation.

“Business Day” means a day not a Saturday, Sunday, or day on which a national bank in the State of Utah is authorized to close.

“Clearance Days” means three (3) Business Days.

“Closed” means a Purchased Account deemed closed by Purchaser upon the first of (a) collection by Purchaser of an amount equal to the Face Amount; or (b) charge off by Purchaser to the Reserve Account for the uncollected portion of the Face Amount pursuant to the provisions of this Agreement. Notwithstanding that a Purchased Account may be Closed, Seller is not relieved of any of its Obligations.

“Collateral” means all assets of Seller including, but not limited to, all now owned or hereafter acquired: (a) Accounts (including Exclusions and Repurchased Accounts), Chattel paper, General intangibles (including, but not limited to, tax refunds, registered and unregistered patents, trademarks, service marks, copyrights, trade names, trade secrets, customer lists, and licenses), Documents, Instruments, Letter-of-credit rights, Deposit accounts, certificates of deposit, and all rights of Seller as a seller of Goods, including rights of reclamation, replevin, and stoppage in transit; and (b) Goods, including, but not limited to, all Inventory, Equipment, and Fixtures, wherever located; and all additions, substitutions, replacements (including spare parts), and accessions thereof and thereto; and (c) Investment property; and (d) all property securing any Obligation including, but not limited to, any property for which Purchaser is listed as owner or lienholder, as applicable, on any certificate of title; and I all property now or hereafter described in any financing statement, continuation statement, financing

change statement, amendment, or similar filing or registration statement filed against Seller by or for the benefit of Purchaser; and (f) books and records relating to all of the foregoing property and interests in property, including, without limitation, all computer programs, printed output and computer readable data in the possession or control of the Seller, any computer service bureau or other third party; and (g) all Proceeds, including without limitation Cash proceeds and Noncash Proceeds, of the foregoing including all insurance proceeds, all claims against third parties for loss or destruction of or damage to any of the foregoing, and all income from the sale, lease, rental, or disposition of any of the foregoing.

“Collected Payments” means collections and payments received by Purchaser on one or more Account of Seller. Credits for Collected Payments are provisional and subject to Clearance Days.

“Concentration Percentage” means fifty percent (50%).

[Redacted: sensitive commercial information]

[Redacted: sensitive commercial information]

[Redacted: sensitive commercial information]

[Redacted: sensitive commercial information]

“Discount Fee Rate” means the Discount Fee Rate specified on Exhibit A, which accrues on the Funds Employed on a per diem basis.

“Early Termination Date” means any termination date requested by Seller or the date Purchaser terminates this Agreement which is earlier than the last day of the Initial Term or of any renewal term thereafter.

[Redacted: sensitive commercial information]

[Redacted: sensitive commercial information]

[Redacted: sensitive commercial information]

[Redacted: sensitive commercial information]

“Eligible Account” means an Account of Seller conforming to Section 5, Eligible Account.

“Equipment” means Equipment, as defined in the UCC.

“Events of Default” means an Event of Default as specified in Section 16, Default.

“Exclusions” means each Account excluded as listed on Exhibit A.

“Face Amount” means the total amount due, less finance charges or taxes due under the Invoice, as specified on an Invoice, as of the Purchase Date.

“Fees and Expenses” means all amounts described in Section 12, Fees and Expenses.

“Force Majeure Event” means any event or circumstance caused by or due to reasons beyond the reasonable control of Purchaser.

“Funds Employed” means the cumulative uncollected balance of the Purchase Price of all outstanding Purchased Accounts (which are not Closed) minus the balance in the Reserve Account.

“Guarantor” means any Person guaranteeing the payment or performance of the Obligations including, but not limited to, each Person specified on Exhibit A.

“Initial Term” means the Initial Term of months specified on Exhibit A.

“Inventory” means Inventory, as defined in the UCC.

“Invoice” means the document(s) that evidences or is intended to evidence an Account. Where the context so requires, reference to an Invoice will also refer to the Account to which it relates.

“Invoice Date” means the date of an Invoice.

“Late Charge” means 0.15% per day.

“Late Payment Date” means the date which is one hundred and twenty (120) days from Invoice Date.

“Maximum Amount” means the maximum amount of Funds Employed specified on Exhibit A.

“Minimum Monthly Fee” means a fee equal to the Maximum Amount multiplied by the percentage specified on Exhibit A.

[Redacted: sensitive commercial information]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted: confidential contact information]

“Notice of Early Termination” means any notice of termination that is effective on other than the last day of the Initial Term or of any renewal term thereafter. Seller must give Purchaser ninety (90) days notice prior to any early termination.

“Obligation” means each and every obligation owing by Seller to Purchaser under this Agreement or any other agreement including, but not limited to, each and every other present and future obligation owing by Seller to Purchaser, whether for the payment of money or the performance of any duty, whether evidenced by any now or hereafter existing note, chattel paper, or other agreement, contract, or instrument, whether direct or indirect, absolute or contingent, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, secured or unsecured, original or renewed or extended, whether arising before, during, or after the commencement of any bankruptcy, insolvency, or other similar proceeding in which Seller is a debtor or an insolvent debtor, including, but not limited to, any obligations arising pursuant to letters of credit or acceptance transactions or any other financial accommodations.

“Origination Fee” means an origination fee in the amount specified on Exhibit A.

“Outstanding Purchases” means the total Purchase Price for all Purchased Accounts for which Purchaser has not received Collected Payments in full and includes the Repurchase Price for all Repurchased Accounts for which Purchaser has not received Collected Payments in full or the Repurchase Price.

“Person” means an individual, corporation, limited liability company, partnership, trust, organization, or any other legal entity or formation of any kind whatsoever.

“P.O. Box” means P.O. Box 150094, Ogden, Utah 84415-0094.

“Proceeds” means Proceeds, as defined in the UCC.

“Purchase” means an advance of all or any portion of the Purchase Price to or on behalf of Seller.

“Purchase Date” means the date Purchaser Purchases an Account.

“Purchase Price” means the Face Amount of the Purchased Account.

“Purchase Schedule” means a form supplied by Purchaser requesting such information as Purchaser deems necessary or appropriate from time to time wherein Seller lists the Accounts it requests Purchaser to purchase and from which Purchaser may elect to purchase all or any portion of said Accounts, without further notification to Seller being required hereunder.

“Purchased Account” means an Account purchased by Purchaser and not a Repurchased Account.

“Repurchase Price” means an amount equal to the Face Amount, less Collected Payments on the applicable Account.

“Repurchased Account” means a Purchased Account repurchased by Seller upon payment to Purchaser of the Repurchase Price in accordance with the provisions of this Agreement.

“Required Reserve Amount” means the cumulative total of the Reserve Percentage multiplied by the uncollected balance of all Purchased Accounts.

“Reserve Account” means the establishment and maintenance of one or more bookkeeping accounts on the books of Purchaser, as deemed necessary or appropriate by Purchaser, to effectuate the provisions of this Agreement or otherwise ensure Seller’s payment and performance of this Agreement.

“Reserve Percentage” means the Reserve Percentage specified on Exhibit A or such other percentage as Purchaser deems necessary or appropriate in its sole discretion.

“Reserve Shortfall” means the amount by which the Reserve Account is less than the Required Reserve Amount.

“Seller’s Account” means any account (including any Deposit account) maintained by Seller, or which is represented by an employee of Seller to be maintained by Seller, and including any account of Seller into which Seller directs Purchaser to make or remit Purchases, advances, or other payments to Seller.

“Start Date” means the date Purchaser signs this Agreement as specified in the Purchaser’s signature block below.

“Term SOFR” means the 1 Month Term SOFR published by CME Group Benchmarks Administration Limited (or a successor administrator designated by the relevant authority), which interest rate shall change on the first Business Day of each calendar month to be equal to the 1 Month Term SOFR as in effect on the last U.S. Government Securities Business Day (as hereinafter defined) of the immediately preceding calendar month. “U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. If Purchaser determines in good faith (which determination shall be conclusive, absent manifest error) that: (a) adequate and fair means do not exist for ascertaining Term SOFR; (b) Term SOFR does not accurately reflect the cost to Purchaser; or (c) a Regulatory Change (as hereinafter defined) shall, in the reasonable determination of Purchaser, make it unlawful or commercially unreasonable for Purchaser to use Term SOFR as the index for purposes of determining the interest rate, then: (x) Term SOFR shall be replaced with an alternative or successor rate or index chosen by Purchaser in its reasonable discretion; and (y) any applicable interest rate margin may also be adjusted by Purchaser in its reasonable discretion, giving due consideration to market convention for determining rates of interest on comparable loans. “Regulatory Change” means a change in any applicable law, treaty, rule, regulation or guideline, or the interpretation or administration thereof, by the administrator of the relevant benchmark or its regulatory supervisor, any governmental authority, central bank or other fiscal, monetary or other authority having jurisdiction over Purchaser or its lending office.

“UCC” means the Uniform Commercial Code in effect in the state designated in this Agreement as the state whose laws govern this Agreement, or in any other state whose laws are held to govern all or any part of this Agreement, as applicable.

2. **Submission.** Not less than once per calendar week, Seller shall submit to Purchaser all of Seller’s Accounts, less Exclusions only, using a Purchase Schedule or, at Purchaser’s sole discretion and judgment, an electronic file made available to Purchaser from time to time containing all Accounts to be purchased by Purchaser. Each electronic file will contain all necessary fields of information as required by Purchaser and will be in a format acceptable to Purchaser. Purchaser reserves the right at all times to review the original Invoice and verify the authenticity of any Invoice. Upon demand by Purchaser, Seller shall furnish supporting documentation for any Account, including, without limitation, any bill of lading, proof of delivery or performance, or other documentation requested by Purchaser. Seller is solely responsible for the transmission of any Account to Purchaser, and shall ensure that each Account is successfully received by Purchaser.

3. **Purchase and Sale.** Seller’s submission of an Account to Purchaser constitutes an unconditional offer of sale. Purchaser may purchase from Seller such Accounts as Purchaser determines to be an Eligible Account. Purchaser may decline any Account submitted by Seller in its own discretion for any reason or no reason, without notice, regardless of any course of conduct or past Purchase of Accounts by Purchaser. Purchaser may, but has no obligation to, purchase any Account if, before or after Purchase, the Funds Employed equals or exceeds the Maximum Amount. At the request of Seller from time to time, the Purchase Price for an Account is payable as follows: (a) an amount equal to the Face Amount multiplied by the Advance Rate is paid to Seller’s Account, and (b) provided there is no Event of Default, the balance of the Purchase Price, subject to the reserve requirements of Section 4, Reserve Account, minus any amounts due from Seller to Purchaser such as, without limitation, any Reserve Shortfall or Fees and Expenses, is paid to Seller’s Account after receipt of Collected Payments in full for the Purchased Account. Any portion of the Purchase Price that Seller has not requested to be paid to Seller’s Account may be held in the Reserve Account. Each Purchase is a true purchase and not a loan or secured transaction, and Purchaser is the sole and exclusive purchaser or factor of the Accounts. Seller will not sell, factor, or otherwise finance its Accounts except with Purchaser. Seller hereby authorizes Purchaser to purchase Accounts upon telephonic, facsimile, or other instructions received from anyone purporting to be an officer, employee, or representative of Seller.

4. **Reserve Account.** Purchaser will apply an amount equal to the Reserve Percentage multiplied by the Face Amount from the Purchase Price to the Reserve Account. In the event there is a Reserve Shortfall, Purchaser may adjust the Advance Rate and apply all or any portion of any Purchase Price to the Reserve Account to reduce or eliminate the Reserve Shortfall. Seller shall pay to Purchaser on demand the amount of any Reserve Shortfall. Provided there is no Event of Default and Purchaser, in its discretion and acting in good faith, has no concerns regarding Seller’s ability to perform the Obligations, Purchaser may pay to Seller any amount by which cleared funds in the Reserve Account exceed the sum of the Required Reserve Amount and accrued Fees and Expenses. Such payment will be made in accordance with Seller’s written instructions or otherwise in accordance with this Agreement. Seller authorizes Purchaser to charge the amount of any Obligation to the Reserve Account and credit any amount due to Seller to the Reserve Account. Purchaser may retain funds in the Reserve Account for ninety (90) days after termination, or, at Purchaser’s option, for so long as any Obligation remains outstanding.

5. **Eligible Accounts.** To be an Eligible Account, an Account must meet all of the following requirements and conditions, unless waived in writing by Purchaser: (a) the Account has not been deemed unacceptable by Purchaser in its discretion; (b) Seller has sole and unconditional title to the Account, and the Account and any goods sold or services provided to create the Account are free and clear of any lien, claim, charge, security interest, or other encumbrance of any kind; (c) all goods sold or services provided to create the Account have been sold or provided in the ordinary course of Seller’s business and in accordance with all applicable laws, rules, regulations, and ordinances; (d) the Account is a valid, genuine, and enforceable obligation of the Account Debtor as specified on the records and invoices of Seller; (e) there are no payments, deductions, credits, discounts, payment terms, or other modifications or reductions in the amount owing on the Account, except as disclosed in writing to Purchaser prior to Purchase; (f) there have been no extensions,

modifications, or other agreements relating to payment of the Account, except as disclosed in writing to Purchaser prior to Purchase; (g) there are no defenses, setoffs, or counterclaims to payment of the Account that can be asserted against Seller or Purchaser; (h) the Account has been submitted to Purchaser no later than seven (7) days from the date the goods are sold or delivered, or services performed giving rise to the Account are completed, except that Accounts customarily billed in the aggregate may be submitted no later than twenty-one (21) days from the date the goods are sold or delivered, or services performed giving rise to the Account are completed; (i) the Account is free of all disputes by the Account Debtor; (j) the Account is not owing by any Person to which Seller is indebted; (k) the Account is not owing by an employee, agent, officer, or director of Seller; (l) the Account is not owing by a parent, subsidiary, sister company, or other company related to or anyhow affiliated with Seller; (m) the Account Debtor has a credit rating satisfactory to Purchaser and the Account Debtor is located or authorized to do business in the United States; (n) no proceeding has been commenced or petition filed under any bankruptcy or insolvency law by or against the Account Debtor; (o) no receiver, trustee, or custodian has been appointed for any part of the property of the Account Debtor, and no property of the Account Debtor has been assigned for the benefit of creditors; (p) neither the Account nor any invoice, credit application, bill, billing memorandum, correspondence, or any other document evidencing the Account provides for the collection of any payment in excess of the maximum amount allowed by usury or other applicable law; (q) the Account is not beyond the Late Payment Date; (r) the Account is not owing by an Account Debtor with twenty-five percent (25%) or more of Outstanding Purchases past the Late Payment Date; (s) if Outstanding Purchases for an Account Debtor equal or exceed the Concentration Percentage times the Outstanding Purchases for all Account Debtors, then the portion of Purchased Accounts owing by such Account Debtor in excess of such Concentration Percentage are not Eligible Accounts; (t) the Account will be evidenced by one or more legible Invoices having at a minimum and without limitation, (i) Seller's name, (ii) an Invoice number, (iii) the Invoice Date, (iv) the name and address of the Account Debtor, (v) the amount owing, (vi) the P.O. Box, (vii) a due date for the amount owing, (viii) if applicable, the purchase order or load number, and (ix) such other documentation, including, without limitation, the original Invoice, as may be required by Purchaser.

6. **Collection Procedures Before Event of Default.** Prior to an Event of Default, the collection procedures in this paragraph apply. Both Seller and Purchaser have the right to collect any and all Accounts. In performing collections, Seller shall: (a) direct each Account Debtor to make payments to Purchaser via the P.O. Box; (b) grant control of Collected Payments to Purchaser through use of the P.O. Box; (c) tender Collected Payments to Purchaser without request or demand; (d) not bill for, submit any invoice for, or otherwise attempt to collect or interfere with the collection of any Account, except as authorized in writing by Purchaser; (e) not settle, compromise, release, or accommodate any Account; (f) promptly and completely respond to all requests for any information or records to assist Purchaser in the verification or collection of Purchased Accounts (and upon any failure by Seller to respond to such request within five (5) Business Days, Purchaser may require Seller to Repurchase the Account); (g) review each daily report, whether online or otherwise, of cash receipts generated by Purchaser; (h) promptly notify Purchaser of any dispute between Seller and an Account Debtor concerning an Account; (i) promptly notify Purchaser of any bankruptcy filing, lien, garnishment, or other legal action concerning any Account; and (j) make a good faith, commercially reasonable effort to collect payment for all Accounts. Seller authorizes Purchaser to contact Account Debtors concerning verification and payment of Accounts and direct any Account Debtor to remit payments to the P.O. Box. Seller may, but is not obligated to, affix the Notation on Purchased Accounts prior to an Event of Default. Before and upon an Event of Default, or any time thereafter, Purchaser may apply, in its discretion, Collected Payments among Fees and Expenses, then to Outstanding Purchases, and then to the Obligations, and, if Purchaser receives payment from an Account Debtor on an Account which is not a Purchased Account, Purchaser may, subject to any rights of the Account Debtor, apply such payment to any Obligation of Seller.

7. **Collection Procedures Upon Event of Default.** Upon an Event of Default or any time thereafter, the collection procedures in this paragraph apply. In addition to other rights and remedies available to Purchaser, Purchaser has the right to perform collections of any and all Accounts on an exclusive basis. In furtherance of the foregoing: (a) Seller shall cease collections on any and all Accounts; (b) Seller shall affix the Notation on each Purchased Account; (c) Seller authorizes Purchaser to notify any Account Debtor that Seller assigned the Accounts (including Exclusions and Repurchased Accounts) to Purchaser; (d) Purchaser may apply payment from an Account Debtor to any Obligation of Seller; (e) Seller shall direct any Account Debtor to make

payments to Purchaser via the P.O. Box; (f) Seller shall tender Collected Payments to Purchaser without request or demand; (g) Seller shall not settle, compromise, release, or accommodate any Account; (h) Seller shall promptly and completely respond to all requests for any information or records to assist Purchaser in the verification or collection of Purchased Accounts (and upon any failure by Seller to respond to such request within five (5) Business Days, Purchaser may require Seller to Repurchase the Account); (i) Seller shall review each daily report, whether online or otherwise, of cash receipts generated by Purchaser; (j) Seller shall promptly notify Purchaser of any dispute between Seller and an Account Debtor concerning an Account; and (k) Seller shall promptly notify Purchaser of any bankruptcy filing, lien, garnishment, or other legal action concerning any Account. Seller agrees that commercially reasonable collections do not require Purchaser to commence any legal action or send an attorney demand letter. Seller acknowledges that Purchaser is not a collection agency and will not provide debt collection services. Notwithstanding the foregoing two sentences, Purchaser may, in its discretion and without obligation, at Seller's expense, engage a collection agency, attorney, or other service provider for collections. Seller shall pay all commissions, fees, and charges of any such agency, attorney, or service provider. Purchaser shall notify Seller that Purchaser is taking over collections on an exclusive basis; provided, however, Purchaser has no obligation to deliver such notice prior to taking any action described in this Section 7, Collection Procedures Upon Event of Default.

8. **Direct Pays.** If an Account Debtor makes payment to Seller on an Account, Seller shall deliver such payment to Purchaser in the form received without setoff, deduction, or negotiation. Purchaser may assess a Direct Pay Fee; however, Purchaser reserves the right to insist that Seller strictly comply with the first sentence of this paragraph. Seller shall hold all Collected Payments in trust for the benefit of Purchaser. Seller acknowledges that any payment for a Purchased Account is the sole and exclusive property of Purchaser and ANY USE OF OR INTERFERENCE WITH PAYMENT FOR A PURCHASED ACCOUNT MAY RESULT IN CIVIL LIABILITY, CRIMINAL LIABILITY, OR BOTH. Upon Purchaser's request or inquiry by an Account Debtor, Seller shall notify the Account Debtor to make payment directly to Purchaser.

9. **Power of Attorney.** Seller hereby appoints and designates Purchaser, and its designees, as its true and lawful attorneys-in-fact, with full power of substitution, with full power, at Seller's expense, to endorse the name of Seller upon any checks or other forms of payment on Accounts, to effect the deposit and collection of Accounts, and to take or bring in the name of Purchaser or Seller all steps, actions, suits, or proceedings deemed necessary or desirable to effect collection of or other realization upon the Accounts or other Collateral. This power of attorney is irrevocable and coupled with an interest and may be exercised at any time. In an Event of Default, in addition to any other remedies available to Purchaser under this Agreement, Seller further hereby appoints and designates Purchaser, and its designees, as its true and lawful attorneys-in-fact, with full power of substitution, to, at Seller's expense: (a) receive, open, and dispose of all mail addressed to Seller; (b) cause mail relating to Accounts of Seller to be delivered to a designated address of Purchaser where Purchaser may open all such mail, endorse the name of Seller upon any checks or other forms of payment on Accounts, and to effect the deposit and collection of Accounts; and (c) do any and all other things necessary or proper to carry out the intent of this Agreement and to perfect and protect the rights of Purchaser under this Agreement. This power of attorney is irrevocable and coupled with an interest and may be exercised by Purchaser in its discretion without any duty to do so.

10. **Repurchase of Accounts.** Purchaser has no obligation to determine the bona fides of any dispute relating to a Purchased Account. Purchaser therefore may require that Seller repurchase, by payment of the Repurchase Price: (a) any Purchased Account for which payment has been disputed in whole or in part by the Account Debtor; (b) any Purchased Account for which the Account Debtor has taken any offset, credit, discount, or short pay; (c) all Purchased Accounts upon an Event of Default; (d) any Purchased Account that remains unpaid beyond the Late Payment Date; (e) any Purchased Account which Purchaser determines is not an Eligible Account; and (f) any Purchased Account for which Purchaser for any reason, in good faith, believes that such Purchased Account will not be paid by the Account Debtor. Purchaser may charge all or any portion of the Repurchase Price to the Reserve Account. Notwithstanding any repurchase or payment of the Repurchase Price, Seller acknowledges that the repurchase obligations of this Agreement will be deemed satisfied only after all Obligations owing to Purchaser have been fully paid.

11. **Security Interest.** As collateral securing the Obligations, Seller grants to Purchaser a security interest in the Collateral. Seller represents that the security interest in this paragraph is and will always be a senior, first-position security interest in favor of Purchaser. The parties intend that all security interests are given as a contemporaneous exchange for new value, regardless of when a Purchase is made or Collateral is acquired. Notwithstanding the foregoing grant of a security interest, or the title of this Agreement, the relationship between Purchaser and Seller is that of a purchaser and seller of Accounts, and not that of lender and borrower, and neither party is a fiduciary, agent, employee, or representative of the other. Seller shall execute and deliver to Purchaser such documents, certificates, agreements, and instruments, including, without limitation, UCC financing statements and amendments, as Purchaser may request from time to time in order to provide for the attachment, perfection, and priority described in this paragraph.

12. **Fees and Expenses.** Seller shall pay to Purchaser, with or without demand: (a) the Discount Fee Rate from the applicable Purchase Date on the Funds Employed on a monthly basis on the last Business Day of the calendar month in which it accrues; (b) the Administration Fee for each Purchased Account upon accrual; (c) the Origination Fee deducted from the first Purchase; (d) the Annual Fee deducted from Purchases on each anniversary of the Start Date; (e) the Direct Pay Fee immediately upon accrual; (f) the Missing Notation Fee on any Invoice sent by Seller to an Account Debtor without the Notation as may be required by Section 7, Collection Procedures Upon Event of Default; (g) the amount by which the sum of the fees and charges earned in any month (prorated for partial months) is less than the Minimum Monthly Fee on the last Business Day of the calendar month in which it accrues; (h) the Early Termination Fee on the Early Termination Date; (i) the Late Charge on each Purchased Account that is not Closed beginning on the Late Payment Date and on the amount of any Reserve Shortfall; (j) the Default Rate upon an Event of Default; (k) any attorney fees and expenses to the extent set forth in Section 30, Attorney Fees and Expenses; (l) all other fees, amounts, or charges referred to in this Agreement, at the time required by the provisions of this Agreement; and (m) any other out-of-pocket costs of Purchaser incurred in connection with this Agreement. Purchaser may, in its sole discretion: (x) charge Fees and Expenses to the Reserve Account, (y) deduct Fees and Expenses from any Purchase, and (z) debit Fees and Expenses from Seller's Account.

13. **Seller's Covenants.** Seller shall, without further demand: (a) pay any Obligation when due; (b) pay any Reserve Shortfall immediately upon accrual; (c) conduct its business in a lawful manner and in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations; (d) pay when due all lawfully imposed taxes upon its property, business, and income, including, without limitation, payroll taxes, and provide proof of payment to Purchaser in such form as Purchaser may reasonably require; (e) notify Purchaser promptly of any litigation, administrative, or tax proceeding or other action threatened or instituted against Seller or any Guarantor, or any of their property, or any other material matter which may adversely affect Seller's business or financial condition in an amount in excess of One Hundred Thousand Dollars (\$100,000.00); (f) notify Purchaser in the event any Purchased Account is no longer an Eligible Account; (g) maintain copies of all documents giving rise to or otherwise supporting Purchased Accounts for a period of two (2) years, or such greater time required by applicable law, following the Invoice Date; (h) at any reasonable time and from time to time, permit Purchaser, or its designee, to conduct field audits, and examine, audit, appraise, and make copies of and extracts from the records and books of Seller, and monitor and inspect the Collateral; (i) permit Purchaser to discuss the affairs, finances, and Accounts with any of Seller's officers, directors, employees, partners, accountants, and financial advisors; (j) notify Purchaser within two (2) Business Days of notice or knowledge of an Avoidance Claim; (k) indemnify Purchaser from any Avoidance Claim including, without limitation, any losses, judgments, and expenses (including reasonable attorney fees and court costs) related thereto; and (l) notify Purchaser thirty (30) days prior to any change in Seller's name, principal residence, place of business, or chief executive office.

14. **Negative Covenants.** Seller agrees until the Obligations are paid in full, it will not: (a) grant any extension of time for payment of any of the Accounts; (b) compromise or settle any of the Accounts for less than the full amount thereof; (c) release in whole or in part any Account Debtor or other person liable for the payment of any of the Accounts; (d) grant any credits, discounts, allowances, deductions, return authorizations, or the like with respect to any of the Accounts, other than adjustments and corrections processed in the normal course of Seller's business; (e) change the nature of its business or its place of incorporation; (f) declare or pay

any dividend or make any other distribution with regard to its equity or purchase or retire any of its equity without Purchaser's prior written consent, provided and so long as there is no Event of Default, if Seller is taxed as an S Corporation or other "pass through" entity, Seller may distribute profits to its equity holders in an amount necessary to enable such holders to pay personal, state, and federal taxes directly attributable to the profits earned by Seller for such year; (g) merge or consolidate with any corporation or other entity or liquidate or dissolve, unless Purchaser confirms in writing that Seller has taken steps to compensate Purchaser to the extent any such transaction negatively impacts Purchaser's interest in Accounts or the value of the Collateral; (h) incur a change in control without Purchaser's prior written consent, permit the sale or transfer of all or substantially all of its stock, or sell all or substantially all of its assets; (i) adopt or agree to adopt any plan providing for its reorganization without Purchaser's prior written consent; (j) make any loan or other extension of credit, except in the ordinary course of Seller's business; (k) issue any guarantee or otherwise incur any liability that would allow any Person other than Purchaser to have any right, interest, or claim in the Collateral; or (l) sell, pledge, transfer, assign, or grant a security interest in any Collateral.

15. **Representations and Warranties.** Seller represents and warrants that: (a) each Purchased Account is an Eligible Account; (b) Seller is the sole owner of the Collateral; (c) the Collateral is free and clear of any lien, claim, charge, security interest, or other encumbrance of any nature whatsoever, except for the security interest created by this Agreement and the assignments and security interests created and disclosed in writing to Purchaser prior to the execution of this Agreement; (d) Purchaser is authorized to file UCC financing statements concerning the Collateral; (e) the principal residence (if Seller is an individual), place of business, or, if Seller has more than one place of business, the chief executive office of Seller, is at the address provided in Section 41, Notice, of this Agreement; (f) the complete and exact name of Seller is as provided in the signature block of this Agreement, and Seller has not been known by or used any legal, fictitious, or trade name, except as disclosed in Exhibit A prior to the execution of this Agreement; (g) Seller is duly formed, and is in good standing, under the laws of the state of formation; (h) the execution, delivery, and performance by Seller of this Agreement have been duly authorized by all necessary action on the part of Seller, and are not inconsistent with any organizational documents or Seller, do not and will not contravene any provision of, or constitute a default under, any indenture, mortgage, contract, or other instrument to which Seller is a party or by which it is bound, and upon execution and delivery of this Agreement, this Agreement constitutes a legal, valid, and binding agreement and obligation of Seller, enforceable in accordance with its terms; (i) Seller is not delinquent with regard to any property, business, and income tax, including, without limitation, payroll tax, which is lawfully imposed; (j) there are no litigation or criminal charges pending or threatened against Seller or any Guarantor and neither Seller nor any Guarantor are in default of any order or judgment of any court or any governmental agency of any kind, except as disclosed to Purchaser in writing prior to execution of this Agreement; (k) there are no unsatisfied liens or judgments pending against Seller in any jurisdiction, except as disclosed to Purchaser in writing prior to execution of this Agreement; (l) the credit application and all financial statements and reports of Seller, and of any Guarantor, fully and fairly present the financial condition (including the results of operations) of Seller and any Guarantor as of the date thereof and there has been no material adverse change since the date thereof; and (m) this Agreement, the Accounts, the Invoices, and all other statements furnished by Seller to Purchaser contain no untrue statement of a material fact and omit no material fact necessary to make the such statements not misleading.

16. **Default.** Time is of the essence with respect to Seller's performance. Any one or more of the following is an Event of Default: (a) Seller fails to pay any amount to Purchaser when due; (b) Seller fails to pay or perform any obligation, covenant, condition, or agreement in this Agreement; (c) any representation, statement, warranty, or financial statement by or on behalf of Seller, or any Guarantor, is false or misleading when made or furnished; (d) there is any default or event which, with the giving of notice or the passage of time, or both, would constitute a default under any now or hereafter existing agreement of Seller to Purchaser; (e) Seller or any Guarantor dies, experiences a business failure, or becomes dissolved or terminated; (f) Seller or any Guarantor becomes subject to any debtor-relief proceedings, including without limitation, any bankruptcy; (g) a receiver, trustee, or custodian is appointed for any part of Seller's or any Guarantor's property, or any party of Seller's or any Guarantor's property is assigned for the benefit of creditors; (h) Seller or any Guarantor amends, terminates, or otherwise tampers with any UCC financing statement or other lien filing or recording in favor of Purchaser; (i) Seller or any Guarantor initiates any suit, proceeding, or other action against Purchaser in

any court or proceeding in any jurisdiction; or (j) Purchaser reasonably and in good faith deems itself insecure with respect to the prospect of payment or performance of all or any part of the Obligations.

17. **Remedies.** Upon an Event of Default and at any time thereafter, Purchaser may exercise any one or more of the following, with or without terminating this Agreement, with or without notice to Seller or any Guarantor: (a) enforce this Agreement according to its provisions; (b) refuse to purchase any Account; (c) assess the Late Charge on any unpaid Obligations; (d) treat all Purchased Accounts as Repurchased Accounts; (e) accelerate all Obligations, including without limitation, the Outstanding Purchases, to be immediately due and payable in full; (f) charge the Default Rate; (g) perform collections of Accounts on an exclusive basis according to Section 7, Collection Procedures Upon Event of Default; (h) exercise any rights or remedies available under the UCC; (i) enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and records; (j) require, upon Purchaser's demand, Seller to assemble the Collateral and records relating thereto at a place designated by Purchaser and tender the Collateral and records to Purchaser; (k) appoint a receiver (who may be Purchaser or any other Person designated by Purchaser) of the business, property, and assets of Seller; (l) sell, lease, or otherwise dispose of all or any part of the Collateral and, after deducting reasonable costs and out-of-pocket expenses incurred by Purchaser, apply the remainder to the Obligations; (m) extend the time of payment of, compromise, or settle for cash, credit, or other terms, and discharge or release any Account Debtor without affecting any of the Obligations; (n) without any obligation to do so, pay any sums necessary to discharge any lien, claim, charge, tax, security interest, or other encumbrance which is or may be senior to Purchaser's security interest, with all such sums to be included as Obligations; and (o) notify any Account Debtor that Seller assigned the Accounts (including Exclusions and Repurchased Accounts) to Purchaser and that payment is to be made to the order of, directly, and solely to Purchaser. Seller is liable for all deficiencies owing after liquidation of all or any part of the Collateral. All remedies are cumulative and may be exercised concurrently, successively, or separately without notice. The exercise of any one remedy is not an election of such remedy and does not preclude the exercise of any other remedy.

18. **Insurance.** Seller shall maintain insurance on all insurable property owned or leased by Seller in the manner, to the extent, and against at least such risks (in any event, including but not limited to fire insurance) as usually maintained by owners of similar businesses and properties in similar geographic areas. Without limiting the foregoing, all such insurance shall be in amounts and form sufficient to cover the Seller's insurable property and operations, as applicable, with deductibles of no more than \$10,000. Seller shall furnish to Purchaser, upon request, any and all information concerning such insurance carried. If Seller at any time fails to obtain or maintain any insurance as required under or in connection with this Agreement, Purchaser may, but shall have no obligation to, obtain such insurance as Purchaser deems appropriate, at Seller's expense, including, without limitation, if Purchaser so chooses "single interest insurance," which will cover only Purchaser's interest in such property or Collateral.

19. **Financial Statements.** Seller shall provide Purchaser with such financial statements and reports as Purchaser may reasonably request from time to time. All unaudited financial statements and reports shall fully and fairly present Seller's financial condition as of the date thereof and the results of Seller's operations for the period or periods covered thereby and shall be consistent with other financial statements and reports previously delivered to Purchaser. Unless otherwise directed by Purchaser, Seller agrees to submit to Purchaser: (a) when available, but in any event no later than one hundred and twenty (120) days after the end of each fiscal year, annual financial statements including, but not limited to, an income statement, cash flow statement, balance sheet, and statement of retained earnings as well as a statement of contingent liabilities for the year ended, certified by the president or chief financial officer of Seller; (b) when available, but in any event no later than thirty (30) days after the end of each fiscal month, monthly financial statements including, but not limited to, an income statement, cash flow statement, and balance sheet for the period ended, certified by the president or chief financial officer of Seller; (c) when available, but in any event no later than fifteen (15) days after each month end, a monthly accounts receivable aging report, monthly accounts payable aging report, and monthly inventory report; (d) when available, but in any event no later than thirty (30) days prior to the end of each fiscal year, annual financial projections including an income statement, cash flow statement, and balance sheet for the period covered, and as otherwise requested by Purchaser; (e) when available, but in any event no later than the earlier of ten (10) days after filing or October 31, copies of federal and other governmental tax

returns with all supporting documentation and schedules, prepared by a tax professional satisfactory to Purchaser; and (f) upon demand by Purchaser, any other information, documents, or reports reasonably requested by Purchaser, including but not limited to, an annual compliance certificate, certified by the president or chief financial officer of Seller. Seller shall cause any legal entity guaranteeing Seller's Obligations hereunder to submit financial statements for such Guarantor to Purchaser as may be requested by Purchaser. Purchaser may charge Seller fifteen dollars (\$15.00) per day for each report and each financial statement that is due and not delivered to Purchaser. All financial statements and reports shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, in a form acceptable to Purchaser and certified by Seller as being true and correct.

20. **Billing/Account Statement.** Seller authorizes Purchaser to send a statement to any Account Debtors from time to time itemizing all uncollected payments due on any Accounts. Purchaser may render to Seller a statement setting forth the transactions arising under this Agreement. Each such statement is binding upon Seller as an account stated, except to the extent that Purchaser receives, within ninety (90) days after the rendering of such statement, written notice from Seller of any specific exceptions or corrections, and then such statement is binding against Seller as to any items to which Seller has not objected.

21. **ACH Authorization.** Seller authorizes Purchaser to establish an ACH arrangement to credit Seller's Account with any Purchases or amounts owing to Seller by Purchaser and to debit Seller's Account any amounts owing to Purchaser in connection with this Agreement. In the absence of written instructions acceptable to Purchaser, Seller hereby authorizes Purchaser to pay Seller by ACH. Seller may only terminate this authorization after thirty (30) days of prior written notice to Purchaser. Seller indemnifies Purchaser for all claims, demands, expenses, liabilities, and losses, including, without limitation, reasonable legal expenses and attorney fees, arising from any ACH or funds transfer or any action taken or not taken by Purchaser unless such action or non-action constitutes willful misconduct by Purchaser.

22. **Field Exams.** Seller will reimburse Purchaser for all fees and expenses, whether for Purchaser's employee or otherwise, for each field examination of Seller's books and records, assets and liabilities, with such fees and expenses including, without limitation, transportation, hotel, parking, and meals paid by Seller. Purchaser has the right to perform as many field examinations as Purchaser deems necessary or appropriate in its discretion. Field examinations are performed for Purchaser's sole benefit and internal use, and Purchaser has no obligation to provide Seller with the results of the examination or copies of any reports or work papers in whole or in part.

23. **No Waiver.** No waiver of any provision of this Agreement is effective unless in writing signed by Purchaser. No failure or delay on the part of Purchaser operates as a waiver, and no single or partial exercise of any right will preclude the exercise of that right or any other right now or in the future.

24. **Termination.** This Agreement is effective when all the parties have signed it and continues in full force and effect from the Start Date for the Initial Term, and is further extended automatically for successive one (1) year terms, unless Seller gives Purchaser written notice of its intention to terminate at least ninety (90) days prior to the expiration of the Initial Term or of the renewal term, whichever applies. All Obligations are due and payable in full upon termination. Upon Notice of Early Termination and payment to Purchaser of the Early Termination Fee and all Obligations, Seller may terminate this Agreement on any Early Termination Date. So long as there is no Event of Default (in which case Purchaser has all of the remedies specified in Section 17, Remedies), Purchaser may terminate this Agreement at any time for any reason on the date that is thirty (30) days from written notice in which event Seller has no obligation to pay any Early Termination Fee.

25. **Indemnity.** Seller indemnifies, agrees to pay and reimburse, and holds Purchaser and its affiliates and their respective partners, directors, officers, employees, agents, and representatives (each an "Indemnified Party") harmless for and from any and all claims, losses, liabilities, judgments, settlements, expenses, and damages (each an "Indemnity Matter") which may be imposed, asserted, or awarded against any Indemnified Party, including, without limitation, all legal expenses, court costs, and reasonable attorney fees incurred in connection with any Indemnity Matter, arising from or relating in any manner to this Agreement, or

any document executed in connection with this Agreement, or any transaction contemplated by this Agreement, or the purchase, finance, and collection of Accounts pursuant to this Agreement, but excluding only an Indemnity Matter which is found in a final judgment by a court of competent jurisdiction to have resulted primarily from the Indemnified Party's fraud or willful misconduct. The Indemnified Party has sole and complete control of the defense of each Indemnity Matter, and Seller hereby gives the Indemnified Party authority to settle or otherwise compromise any Indemnity Matter as the Indemnified Party in good faith determines is in the Indemnified Party's best interests. Without limiting the generality of any of the foregoing, Seller releases and indemnifies each Indemnified Party from any Indemnity Matter which Seller may now or hereafter have arising out of the endorsement or deposit of payment issued by an Account Debtor marked as "accord and satisfaction," "payment in full," or otherwise for less than the full amount which may have been owed on the applicable Account.

26. **Limitation of Liability.** THE MAXIMUM AGGREGATE LIABILITY OF PURCHASER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AT LAW OR EQUITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES AND EXPENSES PAID TO PURCHASER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES EVEN IF THE SELLER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. ADDITIONALLY, IN NO EVENT SHALL PURCHASER BE LIABLE UNDER THIS AGREEMENT TO SELLER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AT LAW OR EQUITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the foregoing, Purchaser is at no time liable to Seller for any damages due to suspension, interruption, or termination of this Agreement. Purchaser makes no representations or warranties whatsoever, whether express or implied, including any warranties of merchantability or fitness for a particular purpose. Reports, determinations, analyses, and services by Purchaser are as-is without representation or warranty.

27. **Entire Agreement.** This Agreement, and all exhibits, riders, addendums, supplements, attachments, and other documents identified or contemplated in this Agreement, constitute the entire agreement between Seller and Purchaser, and supersede any prior agreement, as to the subject matter of this Agreement. The parties have not relied on any oral or written promises, statements, warranties, representations, or understandings not contained in this Agreement. This Agreement may not be amended except by written agreement signed by Seller and Purchaser.

28. **Governing Law; Jurisdiction.** This Agreement, including any claim relating to or arising out of this Agreement, or the default of this Agreement, whether sounding in contract, tort, or otherwise at law or in equity, is governed by and construed in accordance with Utah law, without giving effect to choice of law principles. JURISDICTION FOR ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DISPUTE, OR OTHER CONTROVERSY IS VESTED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN SALT LAKE COUNTY, UTAH. SELLER ACKNOWLEDGES THAT BY EXECUTION AND DELIVERY OF THIS AGREEMENT, SELLER HAS TRANSACTED BUSINESS IN UTAH, AND SELLER VOLUNTARILY SUBMITS, CONSENTS, AND WAIVES ANY DEFENSE (INCLUDING FORUM NON CONVENIENS), TO EXCLUSIVE JURISDICTION IN SALT LAKE COUNTY, UTAH.

29. **Jury Waiver.** SELLER IRREVOCABLY WAIVES ALL RIGHTS TO JURY TRIAL IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DISPUTE, OR OTHER CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT.

30. **Attorney Fees and Expenses.** Seller shall pay, and agrees to reimburse, to Purchaser on demand an amount equal to all expenses, costs, and reasonable attorney fees of Purchaser incurred in connection

with: (a) the preparation, negotiation, execution, and administration of this Agreement; (b) all filing fees, recording fees, lien and tax search fees, collection service fees, return check fees, photocopies, postage, audit, field exam fees and expenses, inspection fees, appraisal fees, wire transfer fees, consultant fees, and delivery expenses, whether express, overnight, or otherwise; (c) an Event of Default or the exercising of any remedies under this Agreement; and (d) any bankruptcy or insolvency proceeding of any kind involving Seller, any Guarantor, this Agreement, or the Collateral and including, without limitation, amounts incurred in modifying or lifting the automatic stay, determining adequate protection, using or objecting to the use of cash collateral, or approving or objecting to any plan of reorganization. All amounts described in this paragraph become an Obligation when incurred.

31. **Assignment**. THIS AGREEMENT IS NOT ASSIGNABLE OR TRANSFERABLE IN WHOLE OR PART BY SELLER AND ANY SUCH PURPORTED ASSIGNMENT OR TRANSFER IS VOID. Seller agrees that Purchaser may assign all or part of this Agreement and may, without limitation, assign the rights, benefits, and remedies of Purchaser without assigning any of the duties, obligations, or liabilities of Purchaser. Subject to the foregoing two sentences, this Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, administrators, successors, and assigns.

32. **Successor Entity**. Without limiting anything in Section 31, Assignment, in the event Seller's principals, officers, or directors form a new entity similar to that of Seller during any term of this Agreement or while Seller remains liable to Purchaser for any Obligations, whether such entity is a corporation, partnership, limited liability company, or otherwise, the principals, officers, and directors, and each of them, acknowledge that such entity has expressly assumed the Obligations due Purchaser under this Agreement. Upon formation of any such entity, Purchaser shall be deemed to have been granted an irrevocable power of attorney with authority to execute, on behalf of the newly formed successor entity, a new UCC-1 or UCC-3 financing statement and have it filed with the appropriate secretary of state or UCC filing office. Purchaser shall be held harmless and relieved of any liability as a result of Purchaser's execution and recording of any such financing statement or the resulting perfection of a lien in any of successor entity's assets. In addition, Purchaser has the right to notify the successor entity's Account Debtors of Purchaser's lien rights and rights to collect all Accounts, and to notify any new lender who has sought to procure a competing lien of Purchaser's rights in successor entity's assets.

33. **Disclosure**. Seller consents to Purchaser's disclosure of any information, reports, records, or documents, including, without limitation, financial statements, concerning Seller or any Guarantor, to the extent required for assignment or syndication or to the extent required by applicable law such as, without limitation, in connection with a subpoena, audit request, or examination by regulatory authorities, governmental agencies, rating agencies, or other financial institutions.

34. **Clearance Days**. For all purposes under this Agreement, Clearance Days will be added to the date on which any payment is received by Purchaser.

35. **Joint and Several Liability**. Each Seller and any Guarantors are jointly and severally liable for all obligations and liabilities, including, without limitation, the Obligations, arising under this Agreement and the other agreements, documents, obligations, and transactions contemplated by this Agreement.

36. **General Release**. Seller agrees that Purchaser has no obligation to release any lien or file any termination statement unless and until Seller and each Guarantor has executed and delivered to Purchaser a general release in a form acceptable to Purchaser. In connection with this paragraph, Seller waives any rights under Section 513 of Article 9 of the UCC or other applicable law. In addition, Seller releases and forever discharges Purchaser, its affiliates, officers, directors, agents, employees, and representatives from any and all claims of any kind whatsoever from the beginning of time through the date Seller first signs this Agreement.

37. **Force Majeure**. If Purchaser is unable to perform any of its obligations due to a Force Majeure Event, Seller agrees that the obligations of Purchaser under this Agreement will be suspended. Purchaser has no liability of any kind for any damages to Seller or any other Person resulting from a Force Majeure Event.

Purchaser agrees to take reasonable measures to mitigate or eliminate the impact of the Force Majeure Event in order to resume performance of its obligations as soon as practicable.

38. **Revival Clause.** If the incurring of any obligation by Seller or any Guarantor, or if the payment of any money or transfer of any property to Purchaser by or on behalf of Seller, any Guarantor, or any Account Debtor, is for any reason subsequently determined to be an void, voidable, avoidable, or otherwise subject to return or repayment in whole or in part within the meaning of any state or federal law, including without limitation, any fraudulent transfer or preferential transfer under the U.S. Bankruptcy Code, or any other insolvency law, rule, or regulation (each a “voidable transfer”), and Purchaser is required to repay or restore any voidable transfer or the amount or any portion of any voidable transfer, or upon the advice of counsel is advised to do so, then, as to any such amount or property repaid or restored, including all legal expenses, court costs, and reasonable attorney fees of Purchaser, the liability of Seller and any Guarantor is automatically revived, reinstated, and restored and exists as though the voidable transfer had never been made.

39. **No Other Beneficiary.** This Agreement is made for the sole and exclusive benefit of Seller and Purchaser and is not intended to benefit any other Person including, without limitation, any Account Debtor. No other Person may claim any right or benefit or seek to enforce any provision of this Agreement.

40. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to only such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in such jurisdiction will not void, invalidate, or render unenforceable such provision in any other jurisdiction.

41. **Notice.** All notices to Seller may be delivered in person, emailed, or mailed with postage prepaid, return receipt requested, to the address set forth below, or to such other address which is provided by Seller in writing, and will be effective upon the first of any of the following: (a) delivery in person to an employee or agent of Seller, (b) deposit in a receptacle under the control of the U.S. Postal Service, or (c) transmittal by electronic means, including, without limitation, facsimile, email, world wide web, or other electronic transmittal medium. Seller shall deliver all notices to Purchaser in writing to the address set forth below, or to such other address which is provided by Purchaser in writing, and such written notice will be effective upon actual receipt by a responsible officer of Purchaser.

[Redacted]	[Redacted]	[Redacted: sensitive contact information]
[Redacted]	[Redacted]	

42. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. The signatures of all parties do not need to be on the same counterpart for this Agreement to be effective. Delivery of an executed counterpart’s signature page of this Agreement, by facsimile, email in PDF format, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. Notwithstanding the preceding sentence, each party hereto shall deliver original counterparts to the other parties by no later than two (2) days after delivering the executed counterpart as specified in the preceding sentence.

[Signature page below]

The parties, by and through their duly authorized representatives, hereby execute this Agreement.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted: Signatures]

[Redacted]

[Redacted]

EXHIBIT A

This is Exhibit A to the Enhanced Secured Purchase and Security Agreement, dated September 15, 2022 (the "Agreement"), between Transportation Alliance Bank Inc. dba TAB Bank ("Purchaser") and Wild Leaf Holdings U.S. LLC dba Wildpack Beverage, K. T. Murray Corporation dba Land & Sea Packaging, CraftPac, LLC dba Wildpack Beverage, and Vertical Distilling, LLC dba Wildpack Beverage (individually and collectively, the "Seller").

Administration Discount: [Redacted]

[Redacted: sensitive commercial information]

Discount Fee Rate: Seller shall pay a discount rate to Purchaser on the Funds Employed at a variable per annum rate equal to the Term SOFR plus 4.8500% (the "Discount Fee Rate"). As of July 29, 2022, Term SOFR is 2.2847%; therefore, the corresponding Discount Fee Rate is 7.1350% per annum, with a per diem rate of 0.0198% (7.1350% divided by 360 days). [Redacted]

[Redacted: sensitive commercial information]

Advance Rate:	85%
Reserve Percentage:	15%
Maximum Amount:	\$5,000,000.00
Origination Fee:	\$50,000.00
Annual Fee %:	[Redacted: sensitive commercial information]
Minimum Monthly Fee %:	[Redacted: sensitive commercial information]
Initial Term:	24 months
Guarantor(s):	Wildpack Holdings US, Inc. dba Wildpack Beverage Wildpack Beverage Inc. Wildpack Beverage Alberta Inc.
Exclusion(s):	None
Other or prior names:	K. T. Murray Corporation dba Land and Sea Container, Inc. Wild Leaf Venture Group Inc.

[Redacted: signatures]