SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

I LEND-ADVANCE,

Plaintiff,

- against -

HORTICULTURE LIGHTING GROUP CORP., SCOTT E SANDERS, and STEPHEN JAMES JOHNSON,

Defendants.

Index No.
Date Filed:

SUMMONS

Plaintiff's address:
333 Pearsall Avenue
Cedarhurst, NY 11516

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your Answer, or if the Complaint is not served with this Summons, to serve a Notice of appearance, on the Plaintiff's attorneys within **twenty (20) days** after service of this Summons, exclusive of the day of service (or within **thirty (30) days** after the service is completed if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates KINGS County as the place of trial in accordance with the parties' contractual forum selection clause under CPLR § 501.

Dated: Cedarhurst, New York
February 27, 2026

/s/ Naftali Nathan Wein, Esq.
Naftali Nathan Wein, Esq.
Wein Law Firm
Attorney for Plaintiff,
333 Pearsall Avenue, Suite 130
Cedarhurst, NY 11516
Tel 516-929-3722
E-Mail Nathan@weinfirm.com

Defendants' Addresses:

HORTICULTURE LIGHTING GROUP CORP.
3505 Maynardville Hwy
Maynardville, TN 37807

SCOTT E SANDERS
237 N Main St
Salem, NH 03079

STEPHEN JAMES JOHNSON
237 N Main St
Salem, NH 03079

SUPREME COURT OF THE STATE OF NEW YORK
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VERIFIED COMPLAINT

Plaintiff I LEND-ADVANCE, by and through its attorney, Naftali Nathan Wein, Esq. complaining of the Defendants, above-named, respectfully sets forth and alleges as follows:

Parties

1. Plaintiff I LEND-ADVANCE ("Plaintiff") is, and at all times relevant to this action has been, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of New York, with an office located at 333 Pearsall Avenue, Cedarhurst, NY 11516.

2. At all times relevant to this action, Plaintiff has been engaged in the business of purchasing future accounts-receivable from retail and wholesale merchants.

3. Defendant HORTICULTURE LIGHTING GROUP CORP. (the "Business Defendant" or the "Defendant") is, and at all times relevant to this action has been, a Corporation duly organized and existing under and by virtue of the laws of the State of Tennessee, with an address at 3505 Maynardville Hwy, Maynardville, TN 37807.

4. Defendant SCOTT E SANDERS was and still is an individual resident of the State of New Hampshire with an address at 237 N Main St, Salem, NH 03079. SCOTT E SANDERS is the owner of Business Defendant

5. Defendant STEPHEN JAMES JOHNSON (SCOTT E SANDERS and STEPHEN JAMES JOHNSON, are collectively referred to herein, jointly and severally, as the "Guarantor

Defendants") was and still is an individual resident of the State of New Hampshire with an address at 237 N Main St, Salem, NH 03079. STEPHEN JAMES JOHNSON is the owner of Business Defendant (the Business Defendant and the Guarantor Defendants are each a "Defendant," and collectively, the "Defendants").

Jurisdiction and Venue

6. Jurisdiction is proper in New York because Defendants transacted business in New York.

7. Furthermore, Defendants agreed to submit to the jurisdiction of any court in the state of New York including without limitation, KINGS County, and have waived any and all objections to jurisdiction and venue as per the terms of a revenue purchase agreement by and between the parties, discussed in more detail below.

Facts Common To All Causes of Action

8. Plaintiff brings this action for breach of contract and for breach of the guarantees of performance made by the Guarantor Defendants.

9. On or about October 29, 2025, Business Defendant and Plaintiff entered into a certain revenue purchase agreement (the "Agreement") wherein the Business Defendant sold $116,800.00 (the "Purchased Amount") of their future receipts to Plaintiff, to be paid to Plaintiff from a percentage of the Business Defendants' weekly revenue for an upfront sum of $80,000.00, (the "Purchase Price").

10. A true and accurate copy of the Agreement is annexed hereto as **Exhibit A.**

11. Plaintiff fulfilled its obligation under the Agreement to provide the Purchase Price to the Business Defendant as required by the Agreement.

12. A true and accurate copy of the Proof of Funding is annexed hereto as **Exhibit B.**

13. Pursuant to the Agreement, the Business Defendant was obligated to deliver Plaintiff's 8.49% percent share of their weekly receivables to Plaintiff on a weekly basis.

14. Pursuant to the Agreement, Business Defendant authorized Plaintiff to debit from its designated receivables deposit account, by means of an automated clearing house (ACH) debit, 8.49% percent of Business Defendants' accounts-receivable (the "Specified Percentage"), by means of an online ACH debit, an initial fixed, agreed-upon amount from their bank account as a good faith approximation of the Specified Percentage until such time as the Purchased Amount of receivables - $116,800.00 - was remitted in full.

15. Business Defendant agreed to exclusively use 1 bank account approved by Plaintiff (the "Account"), into which Business Defendant agreed to deposit all its receipts, and from which Plaintiff was to conduct its ACH debits of the Specified Percentage of said receipts.

16. In addition, the Guarantor Defendants executed guarantees of performance, guaranteeing the Defendants' performance of their obligations under the Agreement (the " Guarantees").

17. The Guarantees provide that in the event of the Business Defendants' breach of the Agreement, including any action that denies, or interferes with Plaintiff's rights under this Agreement, Plaintiff may enforce its rights against the Business Defendant under the Agreement and against the Guarantor Defendants.

18. As contemplated and permitted by the Agreement, Plaintiff filed a financing statement in accordance with Article 9 of the Uniform Commercial Code, giving Plaintiff a perfected security interest in the Business Defendants' accounts-receivable.

19. Initially the Business Defendant met its obligations under the Agreement and deposited their receivables into the Account from which Plaintiff could debit the Specified

Percentage.

20. The Business Defendant continues to conduct regular business operations and is still collecting accounts receivable.

21. The Business Defendant refuses to remit the Specified Percentage of its weekly receivables to Plaintiff, has been withholding the future receivables it sold to Plaintiff, and has refused to continue performing under the terms of the Agreement.

22. During the course of the Agreement, the unremitted sums become due and payable to Plaintiff in full as required by Plaintiff or pursuant to the terms of the Agreement in the event of any action constituting a default or breach of any covenants or warranties contained in the Agreement. Any outstanding balance owed by the Business Defendant at the time of default became immediately due and payable to Plaintiff.

23. The Business Defendant defaulted under the terms of the Agreement by breaching its representations and warranties to Plaintiff.

24. The Business Defendant has refused to remit business receivables up to the Purchased Amount due pursuant to the Agreement, despite due demand therefore.

25. The Business Defendant has an unremitted balance as of this date in the sum of $58,400.00.

26. The Business Defendant owe Plaintiff the sum of $400.00 for blocked or bounced payments under the Agreement.

27. The Business Defendant owe Plaintiff the sum of $14,700.00 for a Default Fee under the Agreement.

28. By reason of the foregoing, Plaintiff has been damaged by Business Defendant in the sum of $81,000.00 (the "Default Amount").

29. A true and correct copy of the transaction history under the Agreement is attached hereto as **Exhibit C**.

30. Accordingly, there remains a balance due and owing to Plaintiff in the amount of $81,000.00, plus 9% interest from January 15, 2026 (the "Date of the Breach"), in addition to attorneys' fees and costs.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract Against Business Defendant)

31. Plaintiff incorporates each of the foregoing paragraphs as though they were fully set forth herein.

32. Plaintiff and the Business Defendant entered into the Agreement on or about October 29, 2025.

33. Plaintiff performed under the terms of the Agreement by paying the Purchase Price less any agreed upon amounts to the Business Defendant on or about October 29, 2025.

34. The Business Defendant partially performed under the terms of the Agreement, thereby leaving an outstanding balance of $81,000.00.

35. The Business Defendant breached the Agreement on or about January 15, 2026.

36. As a result of the Business Defendants' breach of the Agreement, Plaintiff has been damaged in the amount of $81,000.00, the full outstanding balance, plus statutory pre-judgment interest at 9% running from the Date of the Breach, its costs as taxed by the clerk, and its attorneys' fees.

AS AND FOR A SECOND CAUSE OF ACTION
(Breach of the Guarantees against the Guarantor Defendants)

37. Plaintiff incorporates each of the foregoing paragraphs as though they were fully

set forth herein.

38. Pursuant to the Agreement, the Guarantor Defendants guaranteed that the Business Defendant would perform its obligations thereunder and that they would be liable for any losses suffered by Plaintiff as a result of a breach by the Business Defendant.

39. The Business Defendant has breached their obligations owed to Plaintiff pursuant to the Agreement.

40. Plaintiff has suffered damages as a result of the Business Defendants' failure to perform their obligations owed to Plaintiff under the Agreement.

41. The Guarantor Defendants breached the Guarantees by failing to reimburse Plaintiff for all losses suffered by Plaintiff as a result of the Business Defendants' breach.

42. By reason of the Guarantees, the Guarantor Defendants, are liable to Plaintiff for the damages suffered by Plaintiff as a result of the Business Defendants' breach of the Agreement.

43. Accordingly, the Guarantor Defendants are liable to Plaintiff in the amount of $81,000.00, plus interest from January 15, 2026, in addition to attorneys' fees and costs.

AS AND FOR A THIRD CAUSE OF ACTION
(Attorneys' fees as against the Defendants)

44. Plaintiff incorporates each of the foregoing paragraphs as though they were fully set forth herein.

45. The Agreement also provides that Plaintiff shall recover its attorneys' fees incurred for having to enforce its rights under the Agreement in the event of a breach by the Business Defendant.

46. By reason of the foregoing, Plaintiff is entitled to judgment against the Defendants for all the costs and disbursements of this action, including reasonable attorneys' fees.

WHEREFORE, Plaintiff prays to this honorable Court to enter Judgment in favor of Plaintiff and against the Defendants, for the contractual amount due of $81,000.00, plus interest at the judgment rate of 9 % per annum from the date of judgment, reasonable attorney's fees, and the costs of this action, together with such other and further relief as the Court may deem just and proper.

Dated: Cedarhurst, New York
February 27, 2026

/s/ Naftali Nathan Wein, Esq.
Naftali Nathan Wein, Esq.
Wein Law Firm
Attorney for Plaintiff,
333 Pearsall Avenue, Suite 130
Cedarhurst, NY 11516
Tel 516-929-3722
E-Mail Nathan@weinfirm.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

I LEND-ADVANCE,

Plaintiff,

- against -

HORTICULTURE LIGHTING GROUP CORP., SCOTT E SANDERS, and STEPHEN JAMES JOHNSON,

Defendants.

Index No.

VERIFICATION

JACOB AVIGDOR, duly affirmed, deposes and says:

I am the Chief Executive Officer of I Lend-advance; I have read the foregoing complaint and know the contents thereof, based upon I Lend-advance's records pertaining to this matter and my personal knowledge of the facts herein. The same is true to my knowledge except those matters herein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

I affirm on this day of February 27, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Signed by:
034F0E275CB64D2...

JACOB AVIGDOR
Chief Executive Officer
I Lend-advance

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

I LEND-ADVANCE,

Plaintiff/Petitioner,

- against - Index No.

HORTICULTURE LIGHTING GROUP CORP., SCOTT E SANDERS, and STEPHEN JAMES JOHNSON,

Defendants/Respondents.

NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)

You have received this Notice because:

1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and

2) You are a Defendant/Respondent (a party) in this case.

- **If you are represented by an attorney:**
  Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

- **If you are not represented by an attorney:**
  You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

  If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

  The **benefits of participating in e-filing** include:
  - serving and filing your documents electronically
  - free access to view and print your e-filed documents
  - limiting your number of trips to the courthouse
  - paying any court fees on-line (credit card needed)

  To register for e-filing or for more information about how e-filing works:

  - visit: www.nycourts.gov/efile-unrepresented or
  - contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

Information for Attorneys
(E-filing is Mandatory for Attorneys)

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile; or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: Cedarhurst, New York
February 27, 2026

/s/ Naftali Nathan Wein, Esq.
Naftali Nathan Wein, Esq.
Wein Law Firm
Attorney for Plaintiff,
333 Pearsall Avenue, Suite 130
Cedarhurst, NY 11516
Tel 516-929-3722
E-Mail Nathan@weinfirm.com

Defendants' Addresses:

HORTICULTURE LIGHTING GROUP CORP.
3505 Maynardville Hwy
Maynardville, TN 37807

SCOTT E SANDERS
237 N Main St
Salem, NH 03079

STEPHEN JAMES JOHNSON
237 N Main St
Salem, NH 03079

COMPLAINT

EXHIBIT "A"

REVENUE PURCHASE AGREEMENT

Agreement dated 10/29/2025 between I Lend-Advance ("**ILA**") and the Merchant listed below ("**MERCHANT**")

MERCHANT INFORMATION

Merchant's Legal Name: HORTICULTURE LIGHTING GROUP CORP.			
D/B/A:			
Type of Entity: Corporation		State of Incorporation: Tennessee	
Federal Tax ID: [redacted]		Business Phone: [redacted]	
Contact Name: SCOTT E SANDERS			
Mobile: [redacted]	Email Address: [redacted]		
Mailing Address: 237 N MAIN ST	City: SALEM	State: NH	Zip: 03079
Physical Address: 3505 MAYNARDVILLE HWY	City: MAYNARDVILLE	State: TN	Zip: 37807
Purchase Price: $80,000.00	**Purchased Percentage: 8.49%**	**Purchased Amount: $116,800.00**	
Payment Frequency: Custom Weekly	Total Weekly Remittance: $5,840.00		

(Refer to page 9 for total weekly remittance breakdown)

Merchant (hereinafter "Seller" and/or "Merchant" as used interchangeably in this Revenue Purchase Agreement) hereby sells, assigns, and transfers to ILA (making ILA the absolute owner) in consideration of the Purchase Price specified above, the Purchased Percentage of all of Merchant's future accounts, contract rights and other entitlements arising from or relating to the payment of monies from Merchant's customer's and/or other third party payors (the "Receipts" defined as all payments made by cash, check, electronic transfer or other form of monetary payment in the ordinary course of the Merchant's business), for the payments due to Merchant as a result of Merchant's sale of goods and/or services (the "Transactions") until the Purchased Amount has been delivered by or on behalf of Merchant to ILA.

Merchant is selling a portion of a future revenue stream to ILA at a discount, not borrowing money from ILA, therefore there is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by ILA. The Remittance is a good faith estimate of (a) Purchased Percentage multiplied -by (b) the daily average revenues of Seller during the previous calendar month divided by (c) the number of business days in the calendar month. Merchant going bankrupt or going out of business, or experiencing a slowdown in business, or a delay in collecting its receivables, in and of itself, does not constitute a breach of this Agreement. ILA is entering this Agreement knowing the risks that Merchant's business may slow down or fail, and ILA assumes these risks based on Merchant's representations, warranties and covenants in this Agreement, which are designed to give ILA a reasonable and fair opportunity to receive the benefit of its bargain. Merchant and Guarantor are only guaranteeing their performance of the terms of this Revenue Purchase Agreement, and are not guaranteeing the payment of the Purchased Amount. The initial Remittance shall be as described above. The Remittance is subject to adjustment as set forth in Paragraph 1.4.

ILA will debit the Remittance each business day from only one depositing bank account, which account must be acceptable to, and pre-approved by, ILA (the "Ac- count") into which Merchant and Merchant's customers shall remit the Receipts from each Transaction, until such time as ILA receives payment in full of the Purchased Amount. Merchant hereby authorizes ILA to ACH debit the Agreed Remittance from the Account on the agreed upon Payment Frequency; a daily basis means any day that is not a United States banking holiday. ILA's payment of the Purchase Price shall be deemed the acceptance and performance by ILA of this Agreement. Merchant understands that it is responsible for ensuring that the Agreed Remittance to be debited by ILA remains in the Account and will be held responsible for any fees incurred by ILA resulting from a rejected ACH attempt or an Event of Default. ILA is not responsible for any overdrafts or rejected transactions that may result from ILA's ACH debiting the Agreed Remittance under the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement be- tween ILA and Merchant, upon the occurrence of an Event of Default under Section 3 of the MERCHANT AGREEMENT TERMS AND CONDITIONS the Purchased Percentage shall equal 100%. A list of all fees applicable under this Agreement is contained in Appendix A.

THE MERCHANT AGREEMENT "TERMS AND CONDITIONS", THE "SECURITY AGREEMENT AND GUARANTY" AND THE "ADMINISTRATIVE FORM HEREOF, ARE ALL HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

FOR THE MERCHANT (#1) By:	SCOTT E SANDERS	CO-OWNER	Signed by: SCOTT E SANDERS D14064F7F9A04EE... DocuSigned by: (Signature)
	(Print Name)	(Title)	
FOR THE MERCHANT (#2) By:	STEPHEN JAMES JOHNSON	CO-OWNER	C80E99A0DF934DC... Signed by: (Signature)
	(Print Name)	(Title)	
BY THE OWNER (#1) By:	SCOTT E SANDERS	CO-OWNER	SCOTT E SANDERS D14064F7F9A04EE... DocuSigned by: (Signature)
	(Print Name)	(Title)	
BY THE OWNER (#2) By:	STEPHEN JAMES JOHNSON	CO-OWNER	C80E99A0DF934DC... (Signature)
	(Print Name)	(Title)	

MERCHANT AGREEMENT TERMS AND CONDITIONS

1 TERMS OF ENROLLMENT INPROGRAM

1.1 **Merchant Deposit Agreement and Processor.** Merchant shall (A) execute an agreement acceptable to ILA with a Bank acceptable to ILA to obtain electronic fund transfer services for the Account, and (B) if applicable, execute an agreement acceptable to ILA with a credit and debit card processor (the "Processor") instructing the Processor to deposit all Receipts into the Account. Merchant shall provide ILA and/or its au- thorized agent(s) with all of the information, authorizations and passwords necessary for verifying Merchant's receivables, receipts, deposits and withdrawals into and from the Account. Merchant hereby authorizes ILA and/or its agent(s) to withdraw from the Account via ACH debit the amounts owed to ILA for the receipts as specified herein and to pay such amounts to ILA. These authorizations apply not only to the approved Account but also to any subsequent or alternate account used by the Merchant for these deposits, whether pre- approved by ILA or not. This addi- tional authorization is not a waiver of ILA's entitlement to declare this Agreement breached by Merchant as a result of its usage of an account which ILA did not first pre-approve in writing prior to Merchant's usage thereof. The aforementioned authorizations shall be irrevocable without the written consent of ILA.

1.2 **Term of Agreement.** This Agreement shall remain in full force and effect until the entire Purchased Amount and any other amounts due are received by ILA as per the terms of this Agreement.

1.3 **Future Purchase of Increments.** Subject to the terms of this Agreement, ILA offers to purchase additional Receipts in the "Increments" stated in on Page 1 of this Agreement, if any. ILA reserves the right to delay or rescind the offer to purchase any Increment or any additional Re ceipts, in its sole and absolute discretion.

1.4 **Adjustments to the Remittance.** If an Event of Default has not occurred, Merchant may give written notice to ILA to request a decrease in the Remittance. The amount shall be decreased if the amount received by ILA was more than the Purchased Percentage of all revenue of Merchant since the date of this Revenue Purchase Agreement. The Remittance shall be modified to more closely reflect the Merchant's actual receipts by multiplying the Merchant's actual receipts by the Purchased Percentage divided by the number of business days in the previous (2) calendar weeks. Seller shall provide ILA with Bank statements as well as all information reasonably requested by ILA to properly calculate the Merchant's Remittance. Merchant may request a reconciliation at any time, by written notice.

1.5 **Financial Condition.** Merchant and Guarantor(s) (as hereinafter defined and limited) authorize ILA and its agents to investigate their finan- cial responsibility and history, and will provide to ILA any authorizations, bank or financial statements, tax returns, etc., as ILA deems necessary in its sole and absolute discretion prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed as ac- ceptable as an authorization for release of financial and credit information. ILA is authorized to update such information and financial and credit profiles from time to time as it deems appropriate.

1.6 **Transactional History.** Merchant authorizes all of its banks, brokers and processor to provide ILA with Merchant's banking, brokerage and/ or processing history to determine qualification or continuation in this program and for collections purposes. Merchant shall provide ILA with copies of any documents related to Merchant's card processing activity or financial and banking affairs within five days after a request from ILA.

1.7 **Indemnification.** Merchant and Guarantor(s) jointly and severally indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by ILA for monies owed to ILA from Merchant and (b) actions taken by Processor in reliance upon any fraudulent, misleading or decep- tive information or instructions provided by ILA.

1.8 **No Liability.** In no event will ILA 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 both Merchant and Guarantor(s). In the event these claims are nonetheless raised, Merchant and Guarantors will be jointly liable for all of ILA's at- torney's fees and expenses resulting therefrom.

1.9 **Reliance on Terms.** Section 1.1, 1.6, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, ILA, Processor, and Mer- chant's bank and notwithstanding the fact that Processor and the bank is not a party of this Agreement, Processor and the bank may rely upon their terms and raise them as a defense in any action.

1.10 **Sale of Receipts.** Merchant and ILA 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 ILA to Merchant. Merchant agrees that the Purchase Price is in exchange for the Receipts pursuant to this Agreement, and that it equals the fair market value of such Receipts. ILA 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 ILA 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 all amounts or any portion thereof be deemed as interest hereunder, and in the event it is found to be interest despite the parties hereto specifically representing that it is NOT interest, it shall be found that no sum charged or collected hereunder shall exceed the highest rate permissible at law. In the event that a court nonetheless determines that ILA has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and ILA shall promptly refund to Merchant any interest received by ILA in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that ILA 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. As a result thereof, Merchant knowingly and willingly waives the defense of Usury in any action or proceeding.

1.11 **Power of Attorney.** Merchant irrevocably appoints ILA as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to ILA from Processor, or in the case of a violation by Merchant of Section 1or the oc- currence of an Event of Default under Section 3 hereof, 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, docu- ments 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 di- recting customers or account debtors to make payment directly to ILA; and (v) to contact Merchant's banks and financial institutions us- ing Merchant and Guarantor(s) personal information to verify the existence of an account and obtain account balances (vi) to file any claims or take any action or institute any proceeding which ILA 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.

1.12 **Protections against Default.** The following Protections 1 through 8 may be invoked by ILA immediately and without notice to Merchant in the event: (a) Merchant takes any action to discourage the use of electronic check processing that are settled through Processor, or permits any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks or other payments or deposits for the purchase of Merchant's services and products including but not limited to direct deposit of any checks into a bank account without scanning into the ILA electronic check processor; (b) Merchant changes its arrangements with Processor or the Bank in any way that is adverse or unacceptable to ILA; (c) Merchant changes the electronic check processor through which the Receipts are settled from Processor to another electronic check processor, or permits any event to occur that could cause diversion of any of Merchant's check or deposit transactions to another processor; (d) Merchant inten- tionally interrupts the operation of this business transfers, moves, sells, disposes, or otherwise conveys its business and/or assets without

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(i) the express prior written consent of ILA, and (ii) the written agreement of any ILA or transferee to the assumption of all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to ILA; (e) Merchant takes any action, fails to take any action, or offers any incentive— economic or otherwise—the result of which will be to induce any customer or customers to pay for Merchant's services with any means other than payments, checks or deposits that are settled through Processor; or (f) Merchant fails to provide ILA with copies of any documents related to Merchant's card processing activity of financial and banking affairs within five days after a request from ILA. These protections are in addition to any other remedies available to ILA at law, in equity or otherwise pursuant to this Agreement.

Protection 1. The full uncollected Purchased Amount plus all fees (including reasonable attorney's fees) due under this Agreement and the attached Security Agreement become due and payable in full immediately.
Protection 2. ILA may enforce the provisions of the Limited Personal Guaranty of Performance against the Guarantor(s).
Protection 3. Merchant hereby authorizes ILA to execute in the name of the Merchant a Confession of Judgment in favor of ILA in the amount of Purchased Amount stated in the Agreement. Upon an Event of Default, ILA may enter that Confession of Judgment as a Judgment with the Clerk of any Court and execute thereon.
Protection 4. ILA may enforce its security interest in the Collateral.
Protection 5. The entire Purchased Amount and all fee (including reasonable attorney's fees) shall become immediately payable to ILA from Merchant.
Protection 6. ILA may proceed to protect and enforce its right and remedies by lawsuit. In any such lawsuit, if ILA recovers a Judgment against Merchant, Merchant shall be liable for all of ILA's costs of the lawsuit, including but not limited to all reasonable attorneys' fees and court costs. **Protection 7.** This Agreement shall be deemed Merchant's Assignment of Merchant's Lease of Merchant's business premises to ILA. Upon breach of any provision in this Agreement, ILA may exercise its rights under this Assignment of Lease without prior Notice to Merchant. Protection 8. ILA may debit Merchant's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Merchant's bank account or otherwise for all sums due to ILA.

1.13 **Protection of Information.** Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner or Guarantor, in respect of himself or herself personally, authorizes ILA to disclose information concerning Merchant's and each Owner's and each Guarantor's credit standing (including credit bureau reports that ILA obtains) and business conduct only to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant and each Owner and each Guarantor hereby and each waives to the maximum extent permitted by law any claim for damages against ILA or any of its affiliates relating to any (i)investigation undertaken by or on behalf of ILA as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.14 **Confidentiality.** Merchant understands and agrees that the terms and conditions of the products and services offered by ILA, including this Agreement and any other ILA documents (collectively, "Confidential Information") are proprietary and confidential information of ILA. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information of ILA to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this section. A breach hereof entitles ILA to not only damages and reasonable attorney's fees but also to both a Temporary Restraining Order and a Preliminary Injunction without Bond or Security.

1.15 **Publicity**. Merchant and each of Merchant's Owners and all Guarantors hereto all hereby authorizes ILA to use its, his or her name in listings of clients and in advertising and marketing materials.

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

2 REPRESENTATIONS, WARRANTIES ANDCOVENANTS

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

2.1**Financial Condition and Financial Information.** Merchant's and Guarantors' bank and financial statements, copies of which have been furnished to ILA, and future statements which will be furnished hereafter at the discretion of ILA, 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 Mer- chant. Merchant and Guarantors have a continuing, affirmative obligation to advise ILA of any material adverse change in their financial condition, operation or ownership. ILA may request statements at any time during the performance of this Agreement and the Merchant and Guarantors shall provide them to ILA within five business days after request from ILA. Merchant's or Guarantors' failure to do so is a material breach of this Agreement. 2.2 **Governmental Approvals.** Merchant is in compliance and shall comply with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged and/or will engage in hereafter.

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

2.4 **Use of Funds.** Merchant agrees that it shall use the Purchase Price for business purposes and not for personal, family, or household purposes.

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

2.6 **Change of Name or Location.** Merchant will not conduct Merchant's businesses under any name other than as disclosed to the Processor and ILA, nor shall Merchant change any of its places of business without prior written consent by ILA.

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

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

2.9 **No Bankruptcy.** As of the date of this Agreement, Merchant is not insolvent and does not contemplate filing for bankruptcy in the next six months and has not consulted with a bankruptcy attorney or 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.

2.10 **Unencumbered Receipts**. Merchant has good, complete, unencumbered 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 ILA.

2.11 **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.

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

2.13 **Good Faith.** Merchant and Guarantors hereby affirm that Merchant is receiving the Purchase Price and selling ILA the Purchased Amount in good faith and will use the Purchase Price funds to maintain and grow Merchant's business.

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3 EVENTS OF DEFAULT ANDREMEDIES

3.1 **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(a) Merchant or Guarantor 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 Merchant or verbally notifying ILA of its intent to breach this Agreement;

(d) the Merchant fails to give ILA 24 hours advance notice that there will be insufficient funds in the account such that the ACH of the Remittance amount will not be honored by Merchant's bank, and the Merchant fails to supply all requested documentation and allow for daily and/or real time monitoring of its bank account;

(f) Merchant shall transfer or sell all or substantially all of its assets;

(g) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant;

(h) Merchant shall use multiple depository accounts without the prior written consent of ILA

(i) Merchant shall change its depositing account without the prior written consent of ILA; or

(j) Merchant shall close its depositing account used for ACH debits without the prior written consent of ILA

(k) Merchant's bank returns a code other than NSF cutting ILA from its collections

(l) Merchant has 5 bounced payments or stops payments to ILA

(m) Merchant shall default under any of the terms, covenants and conditions of any other agreement with ILA.

3.2 **Limited Personal Guaranty** In the Event of a Default, ILA will enforce its rights against the Guarantors of this transaction. Said Guarantors will be jointly and severally liable to ILA for all of ILA's losses and damages, in additional to all costs and expenses and legal fees associated with such enforcement.

3.3 **Remedies.** In case any Event of Default occurs and is not waived pursuant to Section 4.4. hereof, ILA 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 ILA in connection with this Agreement may be exercised at any time by ILA 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 orequity.

3.4 **Costs.** Merchant shall pay to ILA all reasonable costs associated with (a) an Event or Default, (b) breach by Merchant of the Covenants in this Agreement and the enforcement thereof, and(c) the enforcement of ILA's remedies set forth in this Agreement, including but not limited to court costs and attorney's fees.

3.5 **Required Notifications.** Merchant is required to give ILA written notice within 24 hours of any filing under Title Il of the United States Code. Merchant is required to give ILA seven days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets or stock.

4 MISCELLANEOUS

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

4.2 **Assignment.** ILA 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, consents, 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. Notices to ILA shall become effective only upon receipt by ILA. Notices to Merchant shall become effective three days after mailing.

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

4.5 **Binding Effect;** Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Merchant, ILA 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 ILA which consent may be withheld in ILA's sole discretion. ILA reserves the rights to assign this Agreement with or without prior written notice to Merchant. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if ILA so elects, be instituted in any court sitting in New York, (the "Acceptable Forums"). Merchant agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Merchant waives any right to oppose any motion or application made by ILA to transfer such proceeding to an Acceptable Forum. Merchant agrees that ILA may serve Merchant with process via certified mail by depositing into a United States Postal Service depositary, a properly postage envelope addressed to Merchant at its address listed herein (or such other address that Merchant specifically requests in writing that ILA substitute in place of the address listed herein).

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 **Interpretation.** All Parties hereto have reviewed this Agreement with attorney of their own choosing and have relied only on their own attorneys' guidance and advice. No construction determinations shall be made against either Party hereto as drafter.

4.8 **Severability.** In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

4.9 **Entire Agreement.** Any provision hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.

This Agreement and the Security Agreement and Guaranty hereto embody the entire agreement between Merchant and ILA and supersede all prior agreements and understandings relating to the subject matter hereof.

4.10 **JURY TRIAL WAIVER.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING INCONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OR THEENFORCEMENT 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 AS 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: (l) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4.12 **Facsimile & Digital Acceptance.** Facsimile signatures and digital signatures hereon shall be deemed acceptable for all purposes.

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SECURITY AGREEMENT AND GUARANTY

Merchant's Legal Name: HORTICULTURE LIGHTING GROUP CORP.			
DBA:			
Federal Tax ID: [redacted]			
Physical Address: 3505 MAYNARDVILLE HWY	City: MAYNARDVILLE	State: TN	Zip: 37807
Additional Guarantor(s): PRESTIGELIGHTINGGROUP LLC ; US ASSIST LLC AND HORTICULTURE LIGHTING GROUP CORP. ; PHOTON HOLDINGS, LLC			

SECURITY AGREEMENT

Security Interest. This Agreement will constitute a security agreement under the Uniform Commercial Code. Merchant and Guarantor(s) grants to ILA a security interest in and lien upon: (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are each defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Merchant and/or Guarantor(s), (b) all proceeds, as that term is defined in Article 9 of the UCC (c) all funds at any time in the Merchant's and/or Guarantor(s) Account, regardless of the source of such funds, (d) present and future Electronic Check Transactions, and (e) any amount which may be due to ILA under this Agreement, including but not limited to all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other security to ILA upon request to secure Merchant's obligations under this Agreement. Merchant agrees that, if at any time there are insufficient funds in Merchant's Account to cover ILA's entitlements under this Agreement, ILA is granted a further security interest in all of Merchant's assets of any kind whatsoever, and such assets shall then become Secured Assets. These security interests and liens will secure all of ILA's entitlements under this Agreement and any other agreements now existing or later entered into between Merchant, ILA or an affiliate of ILA. ILA is authorized to file any and all notices or filings it deems necessary or appropriate to enforce its entitlements hereunder.

This security interest may be exercised by ILA without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets. ILA shall have the right to notify account debtors at any time. Pursuant to Article 9 of the Uniform Commercial Code, as amended from time to time, ILA has control over and may direct the disposition of the Secured Assets, without further consent of Merchant. Merchant hereby represents and warrants that no other person or entity has a security interest in the Secured Assets.

With respect to such security interests and liens, ILA will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from ILA written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant and Guarantor (s) agree(s) that this is a contract of recoupment and ILA is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, Merchant and Guarantor(s) agree(s) not to contest or object to any motion for relief from the automatic stay filed by ILA. Merchant and Guarantor(s) agree(s) to execute and deliver to ILA such instruments and documents ILA may reasonably request to perfect and confirm the lien, security interest and right of set off set forth in this Agreement. ILA is authorized to execute all such instruments and documents in Merchant's and Guarantor(s) name.

Merchant and Guarantor(s) each acknowledge and agree that any security interest granted to ILA under any other agreement between Merchant or Guarantor(s) and ILA (the "Cross-Collateral") will secure the obligations here under and under the Merchant Agreement. Merchant and Guarantor(s) each agrees to execute any documents or take any action in connection with this Agreement as ILA deems necessary to perfect or maintain ILA's first priority security interest in the Collateral and the Additional Collateral, including the execution of any account control agreements. Merchant and Guarantor(s) each hereby authorizes ILA to file any financing statements deemed necessary by ILA to perfect or maintain ILA's security interest. Merchant and Guarantor(s) shall be liable for, and ILA may charge and collect, all costs and expenses, including but not limited to attorney's fees, which may be incurred by ILA in protecting, preserving and enforcing ILA's security interest and rights.

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

Consent to Enter Premises and Assign Lease. ILA 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, ILA may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that ILA may enter into an agreement with Merchant's landlord giving ILA the right: (a) to enter Merchant's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and/or (b) to assign Merchant's lease to another qualified business capable of operating a business comparable to Merchant's at such premises.

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

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GUARANTY OF PERFORMANCE

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 SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS ANDCONDITIONS.

ILA As an additional inducement for ILA to enter into this Agreement, the undersigned Guarantor(s) hereby provides ILA with this Guaranty. Guarantor(s) will not be personally liable for any amount due under this Agreement **unless** Merchant commits an Event of Default pursuant to Paragraph 3.1 of this Agreement. Each Guarantor shall be jointly and severally liable for all amounts owed to ILA in the Event of Default. Guarantor(s) guarantee Merchant's good faith, truthfulness and performance of all of the representations, warranties, covenants made by Merchant in this Agreement as each may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due at the time of any breach by Merchant of any representation, warranty, or covenant made by Merchant in the Agreement.

Guarantor Waivers. In the event of a breach of the above, ILA may seek recovery from Guarantors for all of ILA's losses and damages by enforcement of ILA's rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral or Additional Collateral ILA may hold pursuant to this Agreement or any other guaranty.

ILA does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) Merchant's failure to pay timely any amount required 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 guaranty of the Guaranteed Obligations; (iv) ILA's acceptance of this Agreement; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to ILA. In addition, ILA may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement: (i) renew, extend or otherwise modify the Merchant Agreement or Merchant's other obligations to ILA; (ii) release Merchant from its obligations to ILA; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Purchased Amount and Merchant's other obligations to ILA under the Merchant Agreement and this Agreement are paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subordination; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that ILA must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Agreement shall include that amount.

Guarantor Acknowledgement. The terms of section 4.5 in the Agreement shall also apply to Guarantor. ILA may serve Guarantor with process via certified mail be depositing into a United States Postal Service depositary, a properly postage envelope addressed to Guarantor at his or her last know address (or such other address that Guarantor specifically requests in writing that ILA utilize for this purpose). Guarantor acknowledges that: (i) He/She is bound by the Class Action Waiver provision in the Merchant Agreement Terms and Conditions; (ii) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

FOR THE MERCHANT (#1) By: SCOTT E SANDERS — Signed by: SCOTT E SANDERS D14064F7F9A04EE... — [redacted]
Driver's License Number [redacted] (Print Name) (Signature) (SSN#)

FOR THE MERCHANT (#2) By: STEPHEN JAMES JOHNSON — DocuSigned by: C80E99A0DF934DC... — [redacted]
Driver's License Number [redacted] (Print Name) (Signature) (SSN#)

BY OWNER (#1) By: SCOTT E SANDERS — Signed by: SCOTT E SANDERS D14064F7F9A04EE... — [redacted]
Driver's License Number [redacted] (Print Name) (Signature) (SSN#)

BY OWNER (#2) By: STEPHEN JAMES JOHNSON — DocuSigned by: C80E99A0DF934DC... — [redacted]
Driver's License Number [redacted] (Print Name) (Signature) (SSN#)

FOR THE GURANTOR(S) By: SCOTT E SANDERS — Signed by: SCOTT E SANDERS D14064F7F9A04EE... — [redacted]
Driver's License Number [redacted] (Print Name) (Signature) (SSN#)

FOR THE GURANTOR(S) By: STEPHEN JAMES JOHNSON — DocuSigned by: C80E99A0DF934DC... — [redacted]
Driver's License Number [redacted] (Print Name) (Signature) (SSN#)

APPENDIX A - THE FEE STRUCTURE:

A. Underwriting Fee $3,200.00 to cover underwriting and related expenses.

B. Origination Fee $3,200.00 to cover cost of Origination and ACH Setup.

C. Stacking Fee $7,500.00 (Per MCA Stack- without prior notification to I Lend-Advance)

D. NSF Fee (Standard) $100.00 (each)

E. UCC Filing Fee (Standard) $165.00 (each)

F. Rejected ACH / Blocked ACH / Default Fee $10,000.00 or 10% of the funded amount, or 25% of the unpaid purchased amount, whichever is greater. When Merchant BLOCKS Account from our Debit ACH, or when Merchant directs the bank to reject our Debit ACH, which places them in default (per contract). When Merchant changes bank Account cutting us off from our collections.

G. Bank Change Fee $50.00 When Merchant requires a change of Bank Account to be Debited, requiring us to adjust our system.

H. Wire Fee - Each Merchant shall receive their funding electronically to their designated bank account and will be charged $50.00 for a Fed Wire or $0.00 for a bank ACH.

FOR THE MERCHANT (#1) By: SCOTT E SANDERS Signed by: SCOTT E SANDERS D14064F7F9A04EE... CO-OWNER
(Print Name) (Signature) (Title)

FOR THE MERCHANT (#2) By: STEPHEN JAMES JOHNSON DocuSigned by: C80E99A0DF934DC... CO-OWNER
(Print Name) (Signature) (Title)

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

PAYMENTS WILL APPEAR ON YOUR BANK STATEMENTS AS " I Lend-Advance" and/or "ILA"
DEFINITIONS:
ILA: I Lend-Advance,

Seller: HORTICULTURE LIGHTING GROUP CORP. Tax ID: [redacted]
(Merchant's Legal Name)

Merchant Agreement: Merchant Agreement between ILA and Seller, dated as of 10/29/2025.

DESIGNATED CHECKING ACCOUNT:

Bank Name: FIRST CITIZENS BANK	Branch:
ABA: Routing: 064008970	DDA: Account: [redacted]

Capitalized terms used in this Authorization Agreement without definition shall have the meanings set forth in the Merchant Agreement.
By signing below, Seller attests that the Designated Checking Account was established for business purposes and not primarily for personal, family or household purposes. **This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) is part of (and incorporated by reference into) the Merchant Agreement. Seller should keep a copy of this important legal document for Seller's records.**
DISBURSMENT OF ADVANCE PROCEEDS. By signing below, Seller authorizes ILA to disburse the Advance proceeds less the amount of any applicable fees upon Advance approval by initiating ACH credits to the Designated Checking Account, in the amounts and at the times specified in the Merchant Agreement. **By signing below, Seller also authorizes ILA to collect amounts due from Seller under the Merchant Agreement by initiating ACH debits to the Designated Checking Account, as follows:**

On the Following Days:

Monday:$ $0.00 **Tuesday:$** $0.00 **Wednesday:$** $5,840.00 **Thursday:$** $0.00 **Friday:$** $0.00

In the total weekly amount of: $5,840.00 (Or) Percentage of each Banking Deposit: 8.49%

If any payment date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. If a payment is rejected by Seller's financial institution for any reason, including without limitation insufficient funds, Seller understands that ILA may, at its discretion, attempt to process the payment again as permitted under applicable ACH rules. Seller also authorizes ILA to initiate ACH entries to correct any erroneous payment transaction.
MISCELLANEOUS. ILA is not responsible for any fees charged by Seller's bank as the result of credits or debits initiated under this Authorization Agreement. The origination of ACH debits and credits to the Designated Checking Account must comply with applicable provisions of state and federal law, and the rules and operating guidelines of NACHA (formerly known as the National Automated Clearing House Association).
This Authorization Agreement is to remain in full force and effect until ILA has received written notification from Seller at the address set forth be- low at least 5 banking days prior of its termination to afford ILA a reasonable opportunity to act on it. The individual signing below on behalf of Seller certifies that he/she is an authorized signer on the Designate Checking Account. Seller will not dispute any ACH transaction initiated pursuant to this Authorization Agreement, provided the transaction corresponds to the terms of this Authorization Agreement. Seller requests the financial institution that holds the Designated Checking Account to honor all ACH entries initiated in accordance with this Authorization Agreement.

Seller: SCOTT E SANDERS
(Merchant's Legal Name)
Title:
X Signed by: SCOTT E SANDERS D14064F7F9A04EE...
(Signature)
Print Name: SCOTT E SANDERS

Seller 2: STEPHEN JAMES JOHNSON
(Merchant's Legal Name)
Title:
X DocuSigned by: C80E99A0DF934DC...
(Signature)
Print Name: STEPHEN JAMES JOHNSON

Custom Weekly Remittance Breakdown Addendum

Merchant (hereinafter "Seller" and/or "Merchant" as used interchangeably in the Revenue Purchase Agreement) by signing below, authorizes ILA to collect amounts due from Seller under the Merchant Agreement & Custom Weekly Remittance Breakdown Addendum by initiating ACH debits to the Designated Checking Account, as follows:)

On the Following Days:

Monday: $ $0.00 **Tuesday:$** $0.00 **Wednesday:$** $5,840.00 **Thursday:$** $0.00 **Friday:$** $0.00

In the total weekly amount of: $5,840.00 (Or) Percentage of each Banking Deposit: 8.49%

By signing below, Seller confirms and authorizes ILA to collect amounts due from Seller under the Merchant Agreement & Custom Weekly Remittance Breakdown Addendum.

Seller: SCOTT E SANDERS
(Merchant's Legal Name)

Title: _____

X Signed by: SCOTT E SANDERS D14064F7F9A04EE...
(Signature)

Print Name: SCOTT E SANDERS

Seller 2: STEPHEN JAMES JOHNSON
(Merchant's Legal Name)

Title: _____

X DocuSigned by: C80E99A0DF934DC...
(Signature)

Print Name: STEPHEN JAMES JOHNSON

Dear Merchant,

Thank you for accepting an offer from I Lend-Advance . We are looking forward to building a relationship with your business that al lows you to reach and exceed your goals. Please note that prior to funding your account, our Underwriting department needs to see the most recent balance and activity information in real-time as a fraud countermeasure and in order to ensure the health of your business aligns with the terms of your offer. For your convenience, we have three secure options for you to choose from to complete this step. After being completed and executed, you can fax the agreement to 718-744-2858

Option 1) Please provide information required for read-only access* to your business account.

Bank portal website: _____

Username: _____

Password: _____

Security Question/Answer 1: _____

Security Question/Answer 2: _____

Security Question/Answer 3: _____

Any other information necessary to access your account: _____

_____

Option 2) Provide an email address which will receive a secure 3rd party link, allowing you to log in on your own machine through industry standard Decision Logic. (https://www.decisionlogic.com/)

Your valid email address (please ensure correct spelling and case sensitivity):

_____

Option 3) You may call into a secure line to complete this step with a live representative. Secure Verification Number:

* Read only access can be easily arranged by calling your Bank, allowing our underwriters to view account information without being able to transfer, debit or otherwise access funds.

ISO on file: SHERE MANAGEMENT SERVICES LLC DBA

ISO Rep on file: Kevin Costanzo

Initials: Initial DS

docusign

Certificate Of Completion

Envelope Id: 4E37F512-AD5A-483E-A4E2-D070E8BF8DE9 Status: Completed

Subject: SM-1-BOTHOWNERS-Documents for your DocuSign Signature-HORTICULTURE LIGHTING GROUP CORP

Source Envelope:

Document Pages: 11 Signatures: 17 Envelope Originator:
Certificate Pages: 5 Initials: 10 Kevin Costanzo
AutoNav: Enabled 333 Pearsall Ave
EnvelopeId Stamping: Enabled Suite 105
Time Zone: (UTC-05:00) Eastern Time (US & Canada) CEDARHURST, NY 11516
kevin@velocitycg.com
IP Address: 155.226.129.250

Record Tracking

Status: Original Holder: Kevin Costanzo Location: DocuSign
10/29/2025 3:21:57 PM kevin@velocitycg.com

Signer Events	Signature	Timestamp
SCOTT E SANDERS [redacted] Security Level: Email, Account Authentication (None)	Signed by: SCOTT E SANDERS D14064F7F9A04EE... Signature Adoption: Pre-selected Style Using IP Address: 2600:4040:5497:1200:459f:fb32:e59e:bc13	Sent: 10/29/2025 3:22:33 PM Viewed: 10/29/2025 3:39:35 PM Signed: 10/29/2025 3:40:09 PM
Electronic Record and Signature Disclosure: Accepted: 10/29/2025 3:39:35 PM ID: eff52842-2883-45fd-8a91-004b29b6ceb7		
Stephen James Johnson steve@hlg.com CEO Security Level: Email, Account Authentication (None)	DocuSigned by: C80E99A0DF934DC... Signature Adoption: Drawn on Device Using IP Address: 2600:1004:b344:828c:1063:126b:afb8:206 Signed using mobile	Sent: 10/29/2025 3:22:34 PM Viewed: 10/29/2025 3:34:05 PM Signed: 10/29/2025 3:36:05 PM
Electronic Record and Signature Disclosure: Accepted: 10/29/2025 3:34:05 PM ID: f50dd21e-30aa-4af4-aba7-d41d895acec9		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
ISO nick@sm1funding.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/29/2025 3:22:34 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/29/2025 3:22:34 PM
Certified Delivered	Security Checked	10/29/2025 3:34:05 PM
Signing Complete	Security Checked	10/29/2025 3:36:05 PM
Completed	Security Checked	10/29/2025 3:40:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

DocuSign Envelope ID: C08AAB32-33D4-8F9E-B27A-34C3EF223DD8 1 PM
Parties agreed to: SCOTT E SANDERS, Stephen James Johnson

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All notices and disclosures will be sent to you electronically

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Velocity Capital Group of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at deals@velocitycg.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to deals@velocitycg.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

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- Until or unless I notify Velocity Capital Group as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Velocity Capital Group during the course of my relationship with you.

COMPLAINT

EXHIBIT “B”

TRANSACTION DETAILS

ACH SINGLE PAYMENT

HORTICULTURE LIGHTING

[redacted]

$73,435.00

Created Date: 10/29/2025

PAYMENT DETAILS

Created
10/29/2025 4:49 PM

[redacted]

Authorized
10/29/2025 4:53 PM

[redacted]

[redacted]
10/29/2025

Effective
10/30/2025

ACH Header
I LEND ADVANCE

Amount
$73,435.00

Company Entry Description
ACH SIngle

[redacted]

SEC Code
CCD

Tax ID
[redacted]

RECIPIENT DETAILS

Show masked details

Name	Account	Type	Routing	Amount
HORTICULTURE [redacted] CORP.		Checking	[redacted]	$73,435.00

[redacted]

ACH Name
HORTICULTURE LIGHTI
NG

Addenda
VC2291417-HORTICUL
TURE LIGHTING GROU
P CORP.

COMPLAINT

EXHIBIT “C”

12:26 PM

02/20/26

Accrual Basis

I Lend Advance
Payment History
All Transactions

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Invoice	10/29/2025	VC2291417	ILA-HORTICULTUR...		116,800.00		116,800.00
Payment	11/05/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	110,960.00
Payment	11/12/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	105,120.00
Payment	11/19/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	99,280.00
Payment	11/26/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	93,440.00
Payment	12/03/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	87,600.00
Payment	12/10/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	81,760.00
Payment	12/17/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	75,920.00
Payment	12/24/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	70,080.00
Payment	12/31/2025		ILA-HORTICULTUR...	VC2291417		5,840.00	64,240.00
Payment	01/07/2026		ILA-HORTICULTUR...	VC2291417		5,840.00	58,400.00
Payment	01/14/2026	Bounced	ILA-HORTICULTUR...	VC2291417		5,840.00	52,560.00
General Journal	01/15/2026	Bounced	ILA-HORTICULTUR...	Bounced R29 260114 VC2291417	5,840.00		58,400.00
Invoice	01/15/2026	Bounce Fee	ILA-HORTICULTUR...		100.00		58,500.00
Payment	01/21/2026	Bounced	ILA-HORTICULTUR...	VC2291417		5,840.00	52,660.00
General Journal	01/22/2026	Bounced	ILA-HORTICULTUR...	Bounced R29 260121 VC2291417	5,840.00		58,500.00
Invoice	01/22/2026	Bounce Fee	ILA-HORTICULTUR...		100.00		58,600.00
Payment	01/28/2026	Bounced	ILA-HORTICULTUR...	VC2291417		5,840.00	52,760.00
General Journal	01/29/2026	Bounced	ILA-HORTICULTUR...	Bounced R29 260128 VC2291417	5,840.00		58,600.00
Invoice	01/29/2026	Bounce Fee	ILA-HORTICULTUR...		100.00		58,700.00
Payment	02/04/2026	Bounced	ILA-HORTICULTUR...	VC2291417		5,840.00	52,860.00
General Journal	02/06/2026	Bounced	ILA-HORTICULTUR...	Bounced R29 260204 VC2291417	5,840.00		58,700.00
Invoice	02/06/2026	Bounce Fee	ILA-HORTICULTUR...		100.00		58,800.00
Invoice	02/09/2026	Default Fee	ILA-HORTICULTUR...	VC2291417	14,700.00		73,500.00
Invoice	02/20/2026	Stacking	ILA-HORTICULTUR...	VC2291417	7,500.00		81,000.00
Total					**162,760.00**	**81,760.00**	**81,000.00**