FINANCE ERC
Get your Employee Retention Credit money today, without waiting.

December 21, 2022

Lee Gause DDS PC
37th West 57 Street
New York, NY 10019

RE: Employee Retention Tax Credit Purchase Offer

Dear Lee Gause DDS PC,

Thank you for accepting Finance ERC LLC's offer to purchase a portion of your expected Employee Retention Tax Credit "ERC".

The details of your offer are summarized below.

Total Employee Retention Credits Filed For:	$662,118.54	
ERC Credit Purchase Amount:	$559,665.70	This is the amount that Finance ERC would like to purchase.
Purchase Price:	$456,861.79	This is the amount that Finance ERC will pay your business for the % of ERC we are purchasing.
Administrative Fee of 4%	$18,274.47	
Lockbox Fee	$475.00	
Processing Fee	$795.00	
Net Proceeds	$437,317.32	
ERC Monthly Monitoring Fee	$49.95	

The Purchase and Sale Agreement includes a Closing Statement of all fees that will be charged.

If the total amount of the ERC purchased by Finance ERC LLC arrives within 270 days of the original sale date, the business may be eligible for an "Early Delivery Discount". Please reference the Purchase and Sale Agreement Addendum for details.

This closing package includes the following documents:

- Purchase and Sale Agreement
- Purchase and Sale Agreement Addendum
- Closing Statement
- IRS Form 8822B – Incoming
- IRS Form 8822B - Outgoing
- Beneficial Owners Form
- Bank Request Form
- ERC Processing Terms ofService
- Lockbox Instructions
- ACH Authorization
- Attestation

To accept this offer please have an authorized signatory for the business execute these documents where indicated and return to Finance ERC using your Vault Room access at: https://app.vaultrooms.com/DocumentUpload/VSXkxFOIDkp7oPXSzk4q 5N2NSlEcJZuL

If you have any questions, please do not hesitate to contact us. Sincerely,

Finance ERC LLC 170
NE 2nd Street Suite 74
Boca Raton, FL 33429
888-ERCNOW3
support@FinanceERC.com

FINANCE ERC LLC

EMPLOYEE RETENTION CREDIT (ERC) PURCHASE AND SALE AGREEMENT

RC Amount: $662,118.54
urchase Amount: $559,665.70
urchase Price: $456,861.79
greement Date: December 21, 2022

usiness/Seller: Lee Gause DDS PC
ddress: 37th West 57 Street New York, NY 10019

This Purchase and Sale Agreement ("Agreement") is made by and between Finance ERC LLC ("Purchaser") and the business specified above ("Seller"), along with any principal shareholder, partner, member or other owner of the Seller who submitted the application on behalf of Seller. For purposes of this Agreement the Sellers' principal business address will be deemed the address shown above. The Agreement includes the Sale Terms and Conditions below, the Security Agreement, any Guaranty (s) and Seller's application/offer to Sell ERC (collectively "Transaction Documents").

SALE TERMS AND CONDITIONS

I. GENERAL TERMS

1.1 **Sale of Tax Credit.** Seller and Purchaser intend that the transfer of the interest in the Employee Retention Tax Credit ("ERC") from Seller to Purchaser constitutes a sale, and not a loan, for all legal, practical and business purposes. Seller agrees that the Purchase Price equals the fair market value of the ERC being purchased as of the date sold. The ERC is expected to be paid to Seller by the Federal government at some date or dates in the future. Title to, responsibility for and risk of non-payment or delayed payment of the ERC shall pass from the Seller to the Purchaser upon execution of this Agreement with respect to the Purchased Amount. In addition:

(a) as further set forth in the Security Agreement, Seller hereby grants to Purchaser a security interest in all right, title and interest of Seller in and to the ERC, which security interest shall secure the payment of the Purchased Amount and all other obligations of Seller under this Agreement. Seller hereby authorizes Purchaser to file any financing statements deemed necessary by Purchaser to perfect or maintain Purchaser's interest in the ERC;

(b) the parties acknowledge that the delivery of the Purchase Price is not a payment in whole or in part for the use or forbearance of money, but rather delivery of the bargained for payment of the Purchase Price to Purchaser under this Agreement, notwithstanding anything to the contrary contained herein;

(c) the parties agree and acknowledge that there is no stated or unstated interest factor in this Agreement, and no interest will be paid.

1.2 **Term of Agreement.** The Agreement shall have an indefinite term. The Agreement shall commence with Purchaser's delivery of the funds constituting the Purchase Price and shall run until such time as Purchaser receives sufficient ERC payment(s) to equal the value of the Purchased Amount and all of Seller's other obligations to Purchaser are fully satisfied.

1.3 **Authorization to Debit.** Seller shall establish an account and business relationship with an institution acceptable to Purchaser that will be designated to receive all communications from the Internal Revenue Service ("IRS") related to Seller's ERC and business taxes and to receive refund payments representing Seller's ERC, it being understood that the ERC may be paid in multiple payments reflecting ERC payments for different quarters. Seller understands that the institution establishing an account and receiving IRS communications may charge Seller a fee for these services. Seller understands and authorizes the institution to pay to Purchaser the full amount of any ERC received. Purchaser will retain from any ERC funds the Purchased Amount and any fees due to Purchaser under this Agreement and remit to Seller any remaining funds. This authorization shall be irrevocable without the written consent of Purchaser.

1.4 **Financial Responsibility.** Seller and Guarantor(s) authorize Purchaser to investigate their financial responsibility and history, and will provide to Purchaser any bank or financial statements, tax returns or any other documentation, as Purchaserdeems necessary prior to or at any time after execution of the Transaction Documents. A photocopy of this authorization will be deemed as acceptable for release of any necessary information. Seller and Guarantor(s) authorize and consent to Purchaser updating their tax and financial profile from time to time in the future, as Purchaser deems appropriate. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

1.5. **Tax and Financial Information and Credit Reporting.** Seller shall provide Purchaser and/or its agents with all of the information and authorizations necessary for verifying Sellers's ERC and tax obligations. Seller shall provide all requested financial records and tax reports requested by Purchaser, including but not limited to access to Seller's business checking account and [other specific records]. Purchaser may request such documentation and information from Seller at any time during the performance of this Agreement. Seller and Guarantor authorize Purchaser to obtain business and personal credit bureau and consumer reports at any time for purposes of deciding whether to purchase the ERC from Seller or any other lawful purpose. Upon Seller's or Guarantor's request, Purchaser will advise Seller or Guarantor if Purchaser obtained a credit report and Purchaser will give Seller or Guarantor the credit bureau's name and address. Seller and Guarantor agree to submit current financial information, update any application information, or both, at any time promptly upon Purchaser's request. Purchaser may report Purchaser's experiences with Seller and Guarantor to third parties as permitted by law. Seller and Guarantor also agree that Purchaser may release information to comply with governmental reporting or legal process that Purchaser believes may be required, whether or not such is in fact required. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

1.6 **Indemnification.** Seller and Guarantor jointly and severally will indemnify and hold Purchaser, and its officers, directors, shareholders, members, managers, employees, owners, partners, affiliates, subsidiaries, parent company, successors, transferees, assigns, purchasers, investors, financiers, agents, representatives, attorneys and professionals, (collectively, the "Purchaser Parties") harmless from all losses, costs, damage, liabilities or expenses (including, without limitation, court costs and attorneys' fees) that the Purchaser Parties may sustain or incur by reason of defending claims asserted by Seller and/or Guarantor, and all persons and entities claiming by, through or under them, to the fullest extent permitted by law, in protecting the security interest conveyed pursuant to the Security Agreement or the priority thereof, in enforcing any other term of the Transaction Documents, and/or in the prosecution or defense of any action or proceeding concerning any matter arising out of or in connection with the Transaction Documents and/or any other documents now or hereafter executed in connection with the Transaction Documents, including without limitation any legal or dispute resolution proceeding, bankruptcy proceeding, receivership, and/or any other insolvency proceeding or other proceeding for relief for debtors or creditors.

In no event will Purchaser, its officers, directors, shareholders, members, managers, employees, affiliates, agents or representatives be liable for any claims asserted by Seller 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 Seller and Guarantor(s). This section shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

1.7 **Power of Attorney.** Seller irrevocably appoints Purchaser as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to resolve all amounts due to Purchaser, or in the case of the occurrence of any Event of Default, from Seller, under this Agreement, including without limitation (i) to collect monies due or to become due under or in respect of the collateral, as defined in the security agreement ("Collateral'); (ii) to receive, endorse and collect any checks, drafts, instruments or documents in connection with clause (i) above; (iii) to file any claims or take any action or institute any proceeding which Purchaser 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 and (iv) to monitor and make inquiries regarding Seller's ERC and payroll taxes. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of the Agreement.

1.8 **Disclosure of Information**. Seller and Guarantor and each person signing this Agreement on behalf of Seller and/or as a Guarantor, in respect of himself or herself personally, authorizes Purchaser to disclose information concerning Seller's and each Guarantor's credit standing (including credit bureau reports that Purchaser obtains) and business conduct. Seller and each Guarantor hereby waives to the maximum extent permitted by law any claim for damages against Purchaser relating to any (i) investigation undertaken by or on behalf of Purchaser as permitted by the Transaction Documents or (ii) disclosure of information as permitted by the Transaction Documents. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

1.9 **Publicity.** Seller and Guarantor(s) authorize Purchaser to use its, his or her name in a listing of clients and in advertising and marketing materials. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

1.10 **UCC Agent & D/B/A's.** Seller and Guarantor(s) hereby acknowledge and agree that Purchaser may be using affiliates, representatives, agents, "doing business as" or "d/b/a" and/or fictitious names in connection with various matters relating to the transaction between Purchaser and Seller and Guarantor(s), and may file UCC-1 financing statements and other notices or filings using such names on its own behalf or though Purchaser's UCC agent. Purchaser shall have no obligation to terminate any UCC financing statement filed in connection with the Purchase Agreement absent a written request by Seller and after delivery of the ERC purchased and the fulfillment of all of Seller's obligations to Purchaser under the Transaction Documents, and payment of the UCC Termination fee stated in the Purchase Agreement. Notwithstanding any terms to the contrary contained herein, and except as may be required under applicable law, Purchaser shall have no obligation to terminate any UCC financing statement while there is a pending: (i) petition for bankruptcy protection under Title 11 of the United States Code or any state-law analogue filed by or against Purchaser, Seller, or Guarantor(s); (ii) insolvency proceeding or other proceeding instituted against Purchaser, Seller or Guarantor(s), and/or any other guarantor for relief for debtors or creditors; (iii) receivership proceeding brought by or against Purchaser,

Seller, Guarantor, and/or any other guarantor; and/or (iv) any other legal proceeding or alternative dispute resolution proceeding between any of the Seller and/or Guarantor, on the one hand, and the Purchaser Parties, on the other hand. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

1.11. **Alternative Delivery of ERC.** If Seller or Guarantor knows that for any reason Purchaser will be unable to receive delivery of the ERC from Seller's designated account, then Seller must within two (2) business days set up another arrangement for delivery of the ERC that is authorized by Purchaser.

1.12 **Early Delivery of ERC.** The time of the payment of the ERC is unknown to Seller and Purchaser. If the full Purchased Amount is paid to Purchaser prior to 270 days from the execution of this Agreement. Purchaser may, in the Purchaser's sole discretion, offer discounts for early delivery of the ERC. Such discounts will be based on the time elapsed since disbursement of the Purchase Price and Purchaser's receipt of the full Purchase Amount.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller and Guarantor represents, warrants and covenants that as of this date and all times in the future during the term of this Agreement:

2.1 **Financial Condition and Tax Information.** The tax information and financial statements which have been furnished to Purchaser by Seller and Guarantor, and such information or statements which will be furnished in the future at the request of Purchaser, fairly represent the tax liability, the ownership and operations of the Seller's business and the financial condition of Seller and Guarantor at such dates, and since those dates, there has been no material adverse change, tax or otherwise, in such condition, operation or ownership of Seller or Guarantor (as applicable). Seller and Guarantor are currently in compliance with all loans, financing agreements, promissory notes, and/or other obligations of indebtedness, except as disclosed to Purchaser. No material changes, tax or otherwise, in the condition, operation or ownership of Seller and Guarantor (as applicable) are in any way expected or anticipated and any such change shall be promptly reported to Purchaser. Seller and Guarantor do not anticipate closing or selling Seller's business. Neither the Seller nor the Guarantor is party to any pending litigation that is expected to have a material impact on the Seller or Guarantor and neither Seller nor the Guarantor anticipate becoming a party to any pending litigation that is expected to have a material impact. Seller has a continuing, affirmative obligation to advise Purchaser of any material change in its tax obligation, financial condition, operation or ownership or the presence or threat of material litigation. Purchaser may request statements at any time during the performance of this Agreement and the Seller shall provide them to Purchaser within five (5) business days. Seller's failure to do so is a material breach of this Agreement.

2.2 **Compliance with Law.** Seller is in compliance and shall comply with all tax and other laws, including possession of all necessary permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged.

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

2.4 **Tax Obligations and ERC.** Seller is currently in compliance with all federal state and local tax laws, has filed all returns and has paid all taxes due, except as disclosed to Purchaser. Seller has complied with all IRS filing and other requirements related to receiving the ERC. No federal, state or local taxing authority has filed any lien against the assets of the Seller and/or Guarantor. Seller or Guarantor shall pay all taxes owed to federal, state or local governments when due, including payroll taxes. Seller has no outstanding payroll, income or other taxes due. Seller has no outstanding tax liens or obligations to the IRS or other taxing authorities. Seller will take no action to reduce or impair the ERC currently due to Seller. The ERC due to Seller as represented in this Agreement is correct and accurate and not subject to any set off or reduction by the IRS. Seller will file all required tax forms and pay all taxes as they become due.

2.5 **Deposit Arrangements and Delivery of ERC.** Without Purchaser's prior written consent, Seller will not (i) change the account designated for the delivery of ERC payments; (ii) permit any event to occur that could cause diversion of any of Seller's ERC; or (iii) or take any other action that could have any adverse effect upon Seller's obligations under the Transaction Documents.

2.6 **Change of Name or Location.** Seller will not conduct Seller's business(es) under any name other than as disclosed to the Purchaser or change any of its places of business, or change its jurisdiction or incorporation or organization without ten (10) days prior written notice to Purchaser.

2.7 **Estoppel Certificate.** Seller will at any time, and from time to time, upon at least one (1) day's prior notice from Purchaser to Seller, execute, acknowledge and deliver to and/or to any other person, firm or corporation specified by Purchaser, a statement certifying that the 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.

2.8 **No Bankruptcy or Insolvency**. Seller is solvent, no transfer of property is being made by Seller, and no obligation is being incurred by Seller in connection with the sale of the ERC with the intent to hinder, delay or defraud either present or future creditors of Seller. Seller represents that it is not insolvent and does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code or any state-law analogue, and there has been no involuntary petition under such laws brought or pending against Seller. Seller further warrants that it does not anticipate filing any such receivership or bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it.

2.9 **Other Financing or Sale of ERC. Seller shall not enter into any arrangement,**

agreement or commitment for any additional financing, whether in the form of a purchase and sale of the ERC or a loan secured by the ERC with any party other than Purchaser.

2.10 **Unencumbered Credit.** Seller has good, complete and legal rights to the ERC, free and clear of any and all liabilities, liens, claims, rights, security interests and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated or adverse to the interests of Purchaser.

2.11. **Business Purpose.** Seller is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Seller is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes.

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

2.13. **Sale or Dissolution of Seller.** Seller shall not: (a) sell, dispose, transfer or otherwise convey its business, assets and/or any equity interest in Seller; or (b) effectuate the suspension, dissolution, or termination or Seller's business without the express prior written consent of Purchaser, or the written agreement of any purchaser, assignee, or transferee assuming all of Seller's and Guarantor's obligations under the Transaction Documents pursuant to documentation satisfactory to Purchaser (as applicable).

2.14 **Accuracy of Information and Duty to Update.** All information provided by Seller and Guarantor to Purchaser in the Transaction Documents, including the application, in all other Seller forms and in response to any request by Purchaser for information whether oral or in writing, is true, accurate and complete in all respects. Seller will promptly notify Purchaser of any change in any information provided, including information provided as part of the application process and including, but not limited to, any payroll processing provider that manages employee payroll taxes and any form submitted to the IRS authorizing the IRS to share tax information with Purchaser (Form 8821).

III. EVENTS OF DEFAULT AND REMEDIES

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

(a) any representation or warranty by Seller in the Transaction Documents, including the application and any documents submitted in connection with the application, shall prove to have been incorrect, false or misleading inany material respect when made;

(b) Seller or Guarantor performs any act that reduces the value of the ERC;

(c) Seller or Guarantor fails to pay taxes, including payroll taxes, to any federal, state, or local government when due whether now or in the future;

(d) Seller closes or changes the account(s) designated to receive the ERC without notice to Purchaser, or otherwise permits any event to occur that could cause diversion of any ERC payment to an account other than that designated to collect the ERC;

(e) Seller changes its deposit or banking relationships with any financial institution in any way that interferes with the delivery of the ERC;

(f) Seller transfers, moves, sells, disposes, transfers or otherwise conveys its business, or all or substantially all of its assets such that Purchaser's interest in the ERC is in any way impaired or affected, without: (i) the express prior written consent of Purchaser, and (ii) the written agreement of any purchaser or transferee to the assumption of all of Seller's obligations under the Transaction Documents pursuant to documentation satisfactory to Purchaser;

(g) Seller shall violate any term, covenant, or condition in the Transaction Documents;

(h) Seller suspends, dissolves or terminates its corporate existence;

(i) Seller defaults under any of the terms, covenants and conditions of this Agreement or any other agreement with Purchaser, including those between Purchaser and any business that is affiliated or associated with Seller.

3.2 **Remedies for Default and Power of Attorney After Default.**

(a) In case any Event of Default occurs and is not waived in writing by Purchaser: Purchaser 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 Seller's obligations under the Transaction Document or any other legal or equitable right or remedy. In addition, and without limitation, upon any Event of Default: (a) as liquidated damages, the full uncollected Purchased Amount and any unpaid fees due shall become due and payable in full immediately; **(b)** Purchaser may enforce the provisions of the Transaction Documents against the Seller and Guarantor(s); (c) Purchaser may enforce its interest in the Collateral (d) Purchaser may exercise the Power of Attorney set forth in Section 1.7.

(b) All rights, powers and remedies of Purchaser in connection with this Agreement may be exercised at any time by Purchaser after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity. Seller and Guarantor acknowledge and agree that there may be no adequate remedy at law with respect to a breach of the Transaction Documents. Accordingly, Seller and Guarantor agree that Purchaser shall have the right, in addition to any other rights and remedies existing in Purchaser's favor at law or in equity, to enforce Purchaser's rights and obligations under the Transaction Documents not only by an action or actions for damages, but also for an action or actions for specific performance, injunctive and/or other equitable relief without posting of a bond or other security. To the extent authorized by applicable law, Seller and Guarantor hereby agree to toll or waive any relevant statute of limitations in respect of any claims arising under, and/or relating to the Transaction Documents.

(c) Seller hereby grants to the Purchaser an irrevocable power of attorney,

and hereby appoints the Purchaser or any of Purchaser's representatives as Seller's attorney in fact, to take any and all action necessary to collect amounts due under this Agreement, including to direct any credit and/or debit card processor to make payments to the Purchaser or to otherwise direct to Purchaser payments from invoices due to Seller to cover amounts due as a result of an Event of Default, including a breach of any representations, warranties and/or covenants in this Agreement.

(d) This section shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

3.3 **Costs.** Seller shall pay to Purchaser all reasonable costs associated with (a) a breach by Seller of the Transaction Documents and the enforcement thereof, and (b) the enforcement of Purchaser's remedies set forth herein, including but not limited to (i) expenses, court costs and attorneys' fees and (ii) such other amount as allowed by law [insert additional specific costs].

3.4 **Required Notifications.** Seller is required to give Purchaser thirty (30) days' prior written notice of: (a) any change in control of the Seller or the sale, transfer or assignment of all or substantially all of the Seller's assets or equity interests; and (b) the suspension, dissolution or termination of its business.

3.5. **Servicer Fees.** Seller shall pay certain fees for services related to origination and servicing of the Transaction Documents as detailed in the Transaction Documents or any other agreementwith third party service providers.

IV. MISCELLANEOUS

4.1 **Modifications; Amendment.** No modification, amendment, waiver or consent of any provision of the Transaction Documents shall be effective unless the same shall be in writing and signed by Purchaser. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.2 **Sub-Servicing Agent.** Purchaser may contract with one or more general agents (the "Sub-Servicing Agent") that will provide customer service, treasury, administrative, bookkeeping, reporting, collections and support services, but not limited to, background checks, credit checks, tax review, filing UCC-1 security interests and any other UCC documentation, for the Purchaser. Seller and Guarantor(s) acknowledge and agree that Purchaser has granted Sub-Servicing Agent all rights and authority as its general agent to take any and all actions to enforce this Agreement, through legal actions in the name of the Purchaser or otherwise, and to assert and/or defend against any and all claims arising from or relating to the Transaction Documents. Any and all authorizations and rights granted to Purchaser under the Transaction Documents are hereby granted to Sub-Servicing Agent, as servicer and general agent of Purchaser. In no event will the Sub-Servicing Agent be liable for any claims made against the Purchaser or under any legal theory for lost profits, lost revenues, lost business opportunity, exemplary, punitive, actual, special, incidental, indirect or consequential damages, each of which is waived by the Seller and Guarantor(s). This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.3 **Notices.** All notices, requests, consents, demands and other communications under the Transaction Documents and any addendum shall be delivered by ordinary mail to the respective parties at the addresses set forth in the Agreement and shall become effective upon delivery. The parties hereto may also send such notices, requests, consents, demands and other communications via facsimile or electronic mail at such numbers and email addresses communicated by the parties hereto in writing or as reflected in the records of the Sub-Servicing Agent. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.4 **Binding Effect; Governing Law, Venue and Jurisdiction.** Seller and Guarantor agree that any suit, action or proceeding to enforce or arising out of or relating to this Agreement shall be brought in any court in Florida or in the United States District Court for the Southern District of Florida (the "Acceptable Forums"), and Seller and Guarantor waive personal service of process. Seller and Guarantor agree that the Acceptable Forums are convenient to them, submit to the jurisdiction of the Acceptable Forums and waive any and all objections to jurisdiction or venue. In the event a legal proceeding concerning this Agreement is initiated in any other forum, Seller and Guarantor waive any right to oppose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum, or to dismiss the action on the grounds of *forum non conveniens*.

This Agreement and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement is governed by, and this Agreement will be construed in accordance with Florida law (to the extent not preempted by federal law) without regard to internal principles of conflict of laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under this Agreement will be governed by the laws of Florida. Seller and Guarantor understand and agree that (i) Purchaser is located in Florida, (ii) all final purchase decisions are made from Florida, (iii) the Agreement is made in Florida (that is, no binding contract will be formed until Seller's signed Agreement is received and accepted by Purchaser in Florida) and (iv) Seller's delivery of the ERC are not accepted until received in Florida. This section shall survive, in its entirety, the delivery of the ERC purchased and this termination of the Agreement.

4.5. **Counterparts; Facsimile and PDF Acceptance.** Each of the Transaction Documents may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original of each such Transaction Document, and all such counterparts for the respective Transaction Document shall constitute one and the same such Transaction Document. For purposes of the execution of each of the Transaction Documents, electronically transmitted PDFs, facsimile copies of signatures, or electronically transmitted copies of signatures complying with the US Federal ESIGN Act of 2000 (e.g. www.docusign.com) shall be treated as original signatures for all purposes. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.6 **Waiver of Remedies.** No failure on the part of Purchaser to exercise, and no delay in

exercising, any right under the Transaction Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right under the Transaction Documents preclude any other or further exercise thereof or the exerciseof any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.7 **Solicitations.** Seller and Guarantor authorize the Purchaser to communicate with, solicit and/or market to Seller and Guarantor via regular mail, telephone, electronic mail and facsimile in connection with the provision of goods or services by the Purchaser, their affiliates or any third party that the Purchaser share, transfer, exchange, disclose or provide information with and will hold the Purchaser harmless against any and all claims pursuant to the federal CAN-SPAM ACT of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCPA), and any and all other state or federal laws relating to transmissions or solicitations by and any of the methods described above. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.8 **Survival of Representation, etc.** Except as otherwise provided herein, all representations, warranties and covenants herein, including those in the Security Agreement and the Guaranty shall survive the execution and delivery of the Agreement and shall continue in full force until all obligations under the Agreement shall have been satisfied in full and the Agreement shall have terminated. Notwithstanding any terms to the contrary contained herein: (i) the Security Agreement and the Guaranty shall survive, in their entirety, the delivery of the Purchased Amount and the termination of the Agreement; and (ii) in the event that Purchaser must return any amount paid by Seller, Guarantor or any other entity or person with respect to the obligations arising under the Transaction Documents, including without limitation, arising from or relating to, Seller becoming subject to a proceeding under the United States Bankruptcy Code or any similar law (whether arising under Federal or State law), and/or any other legal proceeding or alternative dispute resolution proceeding, all representations, warranties and covenants and other obligations under the Transaction Documents and any addendum thereof (if any) shall remain in full force and effect and Seller and Guarantor shall be obligated for any such amounts repaid, as well as attorneys' fees, costs and interest in connection with such proceeding. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.9 **Severability, Savings.** In case any of the provisions in the Transaction Documents are found to be invalid, illegal or unenforceable in any respect, Purchaser will have the right to either continue this Agreement as severed or to terminate this Agreement in whole. In the event that a court recharacterizes this Agreement as something other than what was intended by the parties, this Agreement will be construed to comply with all laws deemed applicable to the Agreement as so construed and Purchaser shall have all the rights permitted under such applicable law. If any provisions of these Sale Terms and Conditions are in conflict with any other agreement to which any parties are subject, the provisions of the Agreement shall control. Should any provision of the Transaction Documents require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.10 **Entire Agreement.** The Transaction Documents embody the entire agreement between Seller, Guarantor(s), and Purchaser and supersede all prior agreements and understandings relating to the subject matter hereof. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

4.11 JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANYWAY RELATED TO THE TRANSACTION DOCUMENTS OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS. THIS PROVISION SHALL SURVIVE, IN ITS ENTIRETY, THE DELIVERY OF THE ERC PURCHASED AND THE TERMINATION OF THIS AGREEMENT.

4.12 CLASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION. TO THE EXTENT A PARTY IS PERMITTED TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION, THE PARTIES AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION 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. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PURCHASER TO ENTER INTO THIS AGREEMENT. THIS PROVISION SHALL SURVIVE, IN ITS ENTIRETY, THE DELIVERY OF THE ERC PURCHASED AND THE TERMINATION OF THIS AGREEMENT.

4.13 **Successors; Assigns; Amendment.** Purchaser may assign, transfer or sell its right to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part. Purchaser reserves the rights to sell or assign this Agreement with or without prior written notice to Seller. Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Purchaser which consent

may be withheld in Purchaser's sole discretion. The Transaction Documents shall be binding upon and inure to the benefit of the heirs, executors, trustees, administrators, legal representatives, successors, transferees and assigns of the parties. This provision shall survive, in its entirety, the delivery of the ERC purchased and the termination of this Agreement.

SELLER AND GUARANTOR ACKNOWLEDGE AND AGREE TO BE BOUND BY THE AGREEMENT.

SELLER
By Lee Gause CEO
(Print Name and Title)
(Signature)

GUARANTOR
Lee Gause
(Print Name)
(Signature)

GUARANTOR
By N/A
(Print Name)
(Signature)

GUARANTOR
By N/A
(Print Name)
(Signature)

USE OF PROCEEDS CERTIFICATION

Each signatory below, on behalf of each Seller or Guarantor, hereby certifies the following to the Purchaser:

1. The entirety of the Purchase Price will be used in the ordinary course of business.
2. The entirety of the Purchase Price will be used exclusively for a business purpose and no other. A business purpose as applied to use of proceeds obtained under this Agreement refers solely to the purchase and acquisition of specific products or services used for the following purposes only: (i) working capital, (ii) business insurance (but not self-insurance programs), (iii) franchise fees, (iv) employee training, (v) the purchase of equipment, (vi) inventory, (vii) business supplies and raw materials, and (viii) the construction, renovation or improvement of facilities (but not the purchase of real estate). Business purpose does not include: (a) payment for, or purchase of, any items, goods, materials real property, personal property or services for personal, individual or household use; or (b) use of funds for any proceeding under the United States Bankruptcy Code or any similar law (whether arising under Federal or State law) and/or any other legal proceeding or alternative dispute resolution proceeding.

SELLER
By Lee Gause CEO
(Print Name and Title)

GUARANTOR
By
(Print Name)
(Signature)

GUARANTOR
By N/A
(Print Name)
(Signature)

GUARANTOR
By N/A
(Print Name)
(Signature)

SECURITY AGREEMENT

SECURITY INTEREST. To secure Seller's delivery of the ERC purchased and other obligations to Purchaser under the Transaction Documents, Seller hereby grants to Purchaser a security interest in the ERC due to Seller by the federal government, which rights Seller now has or hereafter acquires, it being understood that the ERC is a payment intangible under Article 9 of the Uniform Commercial Code ("Collateral").

Seller and Guarantor acknowledge and agree that any security interest granted to Purchaser under any other agreement between Seller and Purchaser will secure the obligations hereunder, and that the Seller's obligations secured by this Security Agreement, and the Collateral granted hereunder, shall be perfected under any previously filed UCC-1 or UCC-3 statement, perfecting Purchaser's interest in the Collateral.

Seller and Guarantor further acknowledge and agree that if, in the future, Seller enters into any agreement with Purchaser, any security interest granted to Purchaser under such future agreements will relate back to this Security Agreement, and that the Seller and/or Guarantor's obligations, and the Collateral granted, under such future agreements, shall relate back to, be perfected under, and made a part of, any previously filed UCC-1 or UCC-3 statement, perfecting Purchaser's interest in the Collateral.

Each of Seller and each Guarantor agree to execute any documents or take any action in connection with this Security Agreement as Purchaser deems necessary to carry out the purpose of such agreement including, without limitation, to perfect or maintain Purchaser's security interest in the Collateral, including the execution of any account control agreements. Each of Seller and each Guarantor hereby authorizes Purchaser to file any financing statements deemed necessary by Purchaser to perfect or maintain Purchaser's security interest, which financing statement may contain notification that Seller and Guarantor have granted a negative pledge to Purchaser with respect to the Collateral, and that any subsequent Purchaser or lien or may be tortiously interfering with Purchaser's rights. Each Seller and each Guarantor shall be jointly and severally liable for and shall pay to Purchaser upon demand all costs and expenses, including but not limited to attorneys' fees and costs, which may be incurred by Purchaser in protecting, preserving and enforcing Purchaser's security interest and rights.

NEGATIVE PLEDGE. Seller and each Guarantor agrees not to create, incur, assume or permit to exist, directly or indirectly, any additional financings, loans, lien or other encumbrance of any kind with respect to any of the Collateral, as applicable, without the prior written permission of Purchaser.

REMEDIES. Upon any Event of Default, Purchaser 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.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE AGREEMENT ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT, SHALL HAVE THE MEANING SET FORTH IN THE ERC PURCHASE AND SALE AGREEMENT.

SELLER
By Lee Gause CEO
(Print Name and Title)

(Signature)

GUARANTOR
By _____
(Print Name and Title)

_____
(Signature)

GUARANTOR
By N/A
(Print Name)

_____
(Signature)

GUARANTOR
By N/A
(Print Name)

_____
(Signature)

GUARANTY

PERSONAL GUARANTY OF PERFORMANCE. Each undersigned Guarantor hereby unconditionally guarantees to Purchaser the truthfulness, accuracy and completeness of all of the representations, warranties and covenants made by Seller in the application, Agreement, Security Agreement and Guaranty, (collectively, the "Transaction Documents"), as each may be modified from time to time (the "Guaranteed Declarations"). Guarantor shall be liable for and Purchaser may charge and collect all costs and expenses, including but not limited to attorneys' fees and court costs, which may be incurred by Purchaser in connection with any Guaranteed Declaration being false, inaccurate, incompleteness or otherwise breached, including the enforcement of Purchaser's rights under the Transaction Documents. (It is understood by all parties that Guarantor is only guaranteeing the truthfulness, accuracy and completeness of the Seller's representations, warranties and covenants that if false, inaccurate or incomplete constitute a breach of the Transaction Documents and is not making an absolute guaranty of repayment.)

GUARANTOR WAIVERS. In the event that Purchaser fails to receive the ERC due to Seller's actions, including any false, inaccurate or incomplete representation or warranty, or Seller otherwise fails to perform any covenant under the Transaction Documents, Purchaser may enforce its rights under this Guaranty or any of the other Transaction Documents without first seeking to recover from the Seller, any other guarantor or through the Security Agreement.

Purchaser does not have to notify Guarantor of any of the following events, and Guarantor will not be released from its obligations under this Guaranty, if it is not notified of: (i) Seller's failure to pay any amount owed under the Purchase Agreement; (ii) any material or adverse change in Seller's financial condition or tax obligations; (iii) any sale or other impairment of any Collateral; (iv) Purchaser's acceptance of this Guaranty; (v) any modification of any of the Transaction Documents and/or Seller's other obligations to Purchaser; (vi) the Purchaser's pursuit and/or enforcement of any rights and remedies, available at law and in equity, relating to, and/or arising from, the Transaction Documents and (vii) any breach by Purchaser of any representation, warranty or consent in the Transaction Documents.

In addition, Purchaser may take any of the following actions without releasing Guarantor from any of its obligations under this Guaranty: (i) modify any of the Transaction Documents or Seller's other obligations to Purchaser; (ii) release Seller from its obligations to Purchaser; (iii) sell, release, impair, waive or otherwise fail to realize upon, any Collateral or any other guarantor; (iv) foreclose on any Collateral or any other guarantor in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Guaranty; and (v) pursuit and/or enforcement of any rights and remedies, available at law and in equity, relating to, and/or arising from, the Transaction Documents. Until all of Seller's obligations to Purchaser under any of the Transaction Documents are satisfied in full, Guarantor shall not seek recovery from Seller or any other guarantor for any amounts paid by Guarantor under any of the Transaction Documents.

Guarantor permanently waives and shall not seek to exercise the following rights that Guarantor may have against Seller, any other guarantor or third party, any Collateral, or any other real or personal property for any amounts paid by Guarantor, any other guarantor, or third party, or acts performed by Guarantor, any other guarantor, or third party, under the Transaction Documents including, without limitation: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that Purchaser must return any amount received under the Transaction Documents, or from any guarantor, entity, or person, related to the Agreement due to any false, inaccurate or incomplete representation, warranty or covenants, including, without limitation, any Seller, becoming subject to a proceeding under the United States Bankruptcy Code or any similar law, (whether arising under Federal or State law), and/or any other Insolvency Proceeding, legal proceeding or alternative dispute resolution proceeding, Guarantor shall be obligated for any such amounts repaid as well as attorneys' fees, costs, and interest in connection with such proceeding.

GUARANTOR ACKNOWLEDGEMENT. Guarantor acknowledges that: (i) he/she understands the seriousness of the provisions of this Guaranty; (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 his/her choice or has decided not to avail himself/herself of that opportunity.

JOINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or entities constituting Guarantor under this Guaranty are joint and several.

CONSENT TO RECEIVE AUTODIALED AND PRERECORDED CALLS AND MESSAGES

PURCHASER, Finance ERC LLC and their subsidiaries and affiliates (collectively, "Purchaser") may from time to time notify Seller and Guarantor(s) of various promotional offers and other marketing information, or contact Seller(s) and Guarantor(s) in connection with the Transaction Documents, or in connection with any default under the Transaction Documents. By signing this Guaranty, Guarantor(s) expressly consent and authorize Purchaser to call, send text messages, and/or send other electronic messages (including prerecorded or artificial voice messages) using an automatic telephone dialing system to any telephone number provided by Seller(s) or Guarantor(s) in the Transaction Documents, any and all applications or any administrative form or other means, including cellular phone numbers and landlines, regardless of their inclusion on any do not call list, for purposes related to the Agreement and for marketing or promoting any product offered by Purchaser. Guarantor(s) further expressly consent and authorize Purchaser to record all calls with Purchaser. Please note that you are not required to consent to be called for marketing or promotional purposes in order to qualify for products or services from Purchaser. If you do not agree to be called for marketing or promotional purposes, please call [phone number] or email [email address].

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE AGREEMENT, ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS GUARANTY SHALL HAVE THE MEANING SET FORTH IN THE ERC PURCHASE AND SALE AGREEMENT, AND THE SECURITY AGREEMENT, AS APPLICABLE.

GUARANTOR
By Lee R Gase
(Print Name)

(Signature)

GUARANTOR
By N/A
(Print Name)

(Signature)

GUARANTOR
By N/A
(Print Name)

(Signature)

FINANCE ERC

Get your Employee Retention Credit money today, without waiting.

FINANCE ERC PURCHASE AND SALE AGREEMENT EARLY DELIVERY ADDENDUM

ERC Amount: $662,118.54
Purchase Amount: $559,665.70
Purchase Price: $456,861.79
Agreement Date: December 21, 2022

Business/Seller: Lee Gause DDS PC
Address: 37th West 57 Street New York, NY 10019

Email Address: leegausedds@gmail.com

This ERC Purchase and Sale Agreement Addendum ("Addendum") supplements the Employee Retention Credit (ERC) Purchase and Sale Agreement ("Agreement") between Finance ERC LLC ("Purchaser") and the business specified above ("Seller"). Seller has sold and Purchaser has purchased a portion of Seller's interest in Seller's Employee Retention Tax Credit ("ERC"). Seller agrees that the Purchase Price equals the fair market value of the ERC being purchased as of the date sold. In setting the Purchase Price Seller and Purchaser made certain assumptions regarding the time of delivery of payment of the ERC and other factors. If the full Purchased Amount is paid to Purchaser prior to 270 days from the date of the Agreement, Purchaser agrees to adjust the Purchase Price by one of the following sections set out below based on the date of full payment of the Purchased Amount:

1. If the full Purchased Amount is received within 1 to 90 days of the date of the Agreement, the Purchase Price will increase to $499,692.59, an increase of $42,830.79 from the original Purchase Price.
2. If the full Purchased Amount is received within 91 to 180 days of the date of the Agreement, the Purchase Price will increase to $486,675.13, an increase of $29,795.33 from the original Purchase Price.
3. If the full Purchased Amount is received within 181 to 270 days of the date of the Agreement, the Purchase Price will increase to $472,283.29, an increase of $15,421.50 from the original Purchase Price.

The increase in the Purchase Price will be paid to seller from the ERC after Seller receives all amounts due under the Agreement.

SELLER AND PURCHASER AGREE TO THE TERMS OF THIS ADDENDUM.

SELLER

By Lee R Gause CEO _____

(Print Name and Title) (Signature)

Date _____

PURCHASER

By David Goldin Member _____

DocuSigned by: David Goldin 6EE61D058A614F0...

(Print Name and Title) (Signature)

Date 12/21/2022

FINANCE ERC

Get your Employee Retention Credit money today, without waiting.

EMPLOYEE RETENTION CREDIT (ERC) PURCHASE AND SALE AGREEMENT

Closing Statement

Pursuant to the Purchase and Sale Agreement dated as of December 21, 2022 by and between Lee Gause DDS PC ("Seller") and Finance ERC LLC, Purchaser, the ERC Purchase Price shall be an amount equal to the result of the following computation.

1. ERC Amount	$662,118.54
2. Purchased Amount	$559,665.70
3. Original Purchase Price	$456,861.79
4. Administrative Fee (4% of Purchase Price)	$18,274.47
5. Processing Fee	$795.00
6. Lockbox Set up Fee	$475.00
7. Purchase Price due to Seller (3 minus 4, 5 and 6)	$437,317.32

Seller

By: _____

Name: Lee R Gause

Title: CEO

Date: 12/21/22

Purchaser

DocuSigned by:

By: David Goldin

Name: David Goldin

Title: Member

Date: 12/21/2022

Form **8822-B** (Rev. December 2019)
Department of the Treasury
Internal Revenue Service

Change of Address or Responsible Party — Business

► Please type or print.
► See instructions on back. ► Do not attach this form to your return.
► Go to *www.irs.gov/Form8822B* for the latest information.

OMB No. 1545-1163

Before you begin: If you are also changing your home address, use Form 8822 to report that change.

If you are a tax-exempt organization (see instructions), check here ☐

Check **all** boxes this change affects.

1 ☑ Employment, excise, income, and other business returns (Forms 720, 940, 941, 990, 1041, 1065, 1120, etc.)

2 ☐ Employee plan returns (Forms 5500, 5500-EZ, etc.)

3 ☐ Business location

4a Business name	4b Employer identification number
Lee Gause DDS PC	26-3447919

5 **Old mailing address** (no., street, room or suite no., city or town, state, and ZIP code). If a P.O. box, see instructions. If foreign address, also complete spaces below, see instructions.

70 Washington Street Brooklyn NY 11201

Foreign country name	Foreign province/county	Foreign postal code

6 **New mailing address** (no., street, room or suite no., city or town, state, and ZIP code). If a P.O. box, see instructions. If foreign address, also complete spaces below, see instructions.

PO Box 657410, Dallas, TX 75265-7410

Foreign country name	Foreign province/county	Foreign postal code

7 **New business location** (no., street, room or suite no., city or town, state, and ZIP code). If a foreign address, also complete spaces below, see instructions.

Foreign country name	Foreign province/county	Foreign postal code

8 **New responsible party's name**

9 **New responsible party's SSN, ITIN, or EIN. (CAUTION: YOU MUST REFER TO THE INSTRUCTIONS FOR FORM SS-4 TO SEE WHO MAY USE AN EIN.)**

10 **Signature.** Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Daytime telephone number of person to contact (optional) ►

Sign Here

Signature of owner, officer, or representative — Date 12/21/22

CEO
Title

Where To File

Send this form to the address shown here that applies to you.

IF your old business address was in . . .	THEN use this address . . .
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service Kansas City, MO 64999
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, any place outside the United States	Internal Revenue Service Ogden, UT 84201-0023

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Future Developments

Information about any future developments affecting Form 8822-B (such as legislation enacted after we release it) will be posted at *www.irs.gov/Form8822B*.

Purpose of Form

Use Form 8822-B to notify the Internal Revenue Service if you changed your business mailing address, your business location, or the identity of your responsible party. Also, any entities that change their address or identity of their responsible party must file Form 8822-B, whether or not they are engaged in a trade or business. If you are a representative signing for the taxpayer, attach to Form 8822-B a copy of your power of attorney. Generally, it takes 4 to 6 weeks to process your address or responsible party change.

Changing both home and business addresses? Use Form 8822 to change your home address.

Tax-Exempt Organizations

Check the box if you are a tax-exempt organization. See Pub. 557, Tax-Exempt Status for Your Organization, for details.

Addresses

Be sure to include any apartment, room, or suite number in the space provided.

P.O. Box

Enter your box number instead of your street address only if your post office does not deliver mail to your street address.

Foreign Address

Follow the country's practice for entering the postal code. Please do not abbreviate the country name.

"In Care of" Address

If you receive your mail in care of a third party (such as an accountant or attorney), enter "C/O" followed by the third party's name and street address or P.O. box.

Responsible Party

Any entity with an EIN is required to report a change in its "responsible party" on lines 8 and 9 within 60 days of the change. See Regulations section 301.6109-1(d)(2)(ii). See Form SS-4, Application for Employer Identification Number, and its instructions, for guidance about who can be a "responsible party" for line 8 and which identification number to enter for line 9.

Signature

An officer, owner, general partner or LLC member manager, plan administrator, fiduciary, or an authorized representative must sign. An officer is the president, vice president, treasurer, chief accounting officer, etc.



If you are a representative signing on behalf of the taxpayer, you must attach to Form 8822-B a copy of your power of attorney. To do this, you can use Form 2848. The Internal Revenue Service will not complete an address or responsible party change from an "unauthorized" third party.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Our legal right to ask for information is Internal Revenue Code sections 6001 and 6011, which require you to file a statement with us for any tax for which you are liable. Section 6109 requires that you provide your identifying number on what you file. This is so we know who you are, and can process your form and other papers.

Generally, tax returns and return information are confidential, as required by section 6103. However, we may give the information to the Department of Justice and to other federal agencies, as provided by law. We may give it to cities, states, the District of Columbia, and U.S. commonwealths or possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

If you are an entity with an EIN and your responsible party has changed, use of this form is mandatory. Otherwise, use of this form is voluntary. You will not be subject to penalties for failure to file this form. However, if you fail to provide the IRS with your current mailing address or the identity of your responsible party, you may not receive a notice of deficiency or a notice of demand for tax. Despite the failure to receive such notices, penalties and interest will continue to accrue on any tax deficiencies.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is 18 minutes.

Comments. You can send us comments from *www.irs.gov/FormComments*. Or you can write to the Internal Revenue Service, Tax Forms and Publications Division, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Don't send the form to this office.**

Form **8822-B**
(Rev. December 2019)
Department of the Treasury
Internal Revenue Service

Change of Address or Responsible Party — Business

► Please type or print.
► See instructions on back. ► Do not attach this form to your return.
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OMB No. 1545-1163

Before you begin: If you are also changing your home address, use Form 8822 to report that change.

If you are a tax-exempt organization (see instructions), check here ☐

Check **all** boxes this change affects.

1 ☑ Employment, excise, income, and other business returns (Forms 720, 940, 941, 990, 1041, 1065, 1120, etc.)

2 ☐ Employee plan returns (Forms 5500, 5500-EZ, etc.)

3 ☐ Business location

4a Business name	4b Employer identification number
Lee Gause DDS PC	26-3447919

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PO Box 657410, Dallas, TX 75265-7410

Foreign country name	Foreign province/county	Foreign postal code

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70 Washington Street Brooklyn NY 11201

Foreign country name	Foreign province/county	Foreign postal code

7 **New business location** (no., street, room or suite no., city or town, state, and ZIP code). If a foreign address, also complete spaces below, see instructions.

Foreign country name	Foreign province/county	Foreign postal code

8 **New responsible party's name**

9 **New responsible party's SSN, ITIN, or EIN. (CAUTION: YOU MUST REFER TO THE INSTRUCTIONS FOR FORM SS-4 TO SEE WHO MAY USE AN EIN.)**

10 **Signature.** Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Daytime telephone number of person to contact (optional) ►

Sign Here

► Signature of owner, officer, or representative — Date 12/21/22

► CEO
Title

Where To File

Send this form to the address shown here that applies to you.

IF your old business address was in . . .	THEN use this address . . .
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service Kansas City, MO 64999
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, any place outside the United States	Internal Revenue Service Ogden, UT 84201-0023

DocuSign Envelope ID: 0378D732-5AD8-47FC-A752-683F83C2EF88 Case 9:24-cv-80038-AMC Document 1-1 Entered on FLSD Docket 01/12/2024 Page 20 of 38

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Check the box if you are a tax-exempt organization. See Pub. 557, Tax-Exempt Status for Your Organization, for details.

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Be sure to include any apartment, room, or suite number in the space provided.

P.O. Box

Enter your box number instead of your street address only if your post office does not deliver mail to your street address.

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Follow the country's practice for entering the postal code. Please do not abbreviate the country name.

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If you receive your mail in care of a third party (such as an accountant or attorney), enter "C/O" followed by the third party's name and street address or P.O. box.

Responsible Party

Any entity with an EIN is required to report a change in its "responsible party" on lines 8 and 9 within 60 days of the change. See Regulations section 301.6109-1(d)(2)(ii). See Form SS-4, Application for Employer Identification Number, and its instructions, for guidance about who can be a "responsible party" for line 8 and which identification number to enter for line 9.

Signature

An officer, owner, general partner or LLC member manager, plan administrator, fiduciary, or an authorized representative must sign. An officer is the president, vice president, treasurer, chief accounting officer, etc.



If you are a representative signing on behalf of the taxpayer, you must attach to Form 8822-B a copy of your power of attorney. To do this, you can use Form 2848. The Internal Revenue Service will not complete an address or responsible party change from an "unauthorized" third party.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Our legal right to ask for information is Internal Revenue Code sections 6001 and 6011, which require you to file a statement with us for any tax for which you are liable. Section 6109 requires that you provide your identifying number on what you file. This is so we know who you are, and can process your form and other papers.

Generally, tax returns and return information are confidential, as required by section 6103. However, we may give the information to the Department of Justice and to other federal agencies, as provided by law. We may give it to cities, states, the District of Columbia, and U.S. commonwealths or possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

If you are an entity with an EIN and your responsible party has changed, use of this form is mandatory. Otherwise, use of this form is voluntary. You will not be subject to penalties for failure to file this form. However, if you fail to provide the IRS with your current mailing address or the identity of your responsible party, you may not receive a notice of deficiency or a notice of demand for tax. Despite the failure to receive such notices, penalties and interest will continue to accrue on any tax deficiencies.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is 18 minutes.

Comments. You can send us comments from *www.irs.gov/FormComments*. Or you can write to the Internal Revenue Service, Tax Forms and Publications Division, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Don't send the form to this office.**

CERTIFICATION OF BENEFICIAL OWNER(S)

The information contained in this Certification is sought pursuant to Section 1020.230 of Title 31 of the United States Code of Federal Regulations (31 CFR 1020.230).

All persons opening an account on behalf of a legal entity must provide the following information:

1. Last Name and title of Natural Person Opening Account	2. First Name	3. Middle Initial
Gause	Lee	

4. Name and type of Legal Entity for Which the Account is Being Opened
Lee Gause DDS PC

4a. Legal Entity Address	4b. City	4c. State	4d. ZIP/Postal Code
37th west 57 Street	New York	NY	10019

SECTION I

(To add additional individuals, see page 3)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above. **Check here if no individual meets this definition and complete Section II.** ☐

5. Last Name	6. First Name	7. M.I.	8. Date of birth
Gause	Lee		7/23/1977 (MM/DD/YYYY)

9. Address	10. City	11. State	12. ZIP/Postal Code
[redacted]	Manhattan	NY	11201

13. Country	14. SSN (U.S. Persons)	15. For Non-U.S. persons (SSN, Passport Number or other similar identification number)
USA	[redacted]	15a. Country of issuance:

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

SECTION II

Please provide the following information for an individual with significant responsibility for managing or directing the entity, including, an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions.

16. Last Name	17. First Name	18. M.I.	19. Date of birth
Gause	Lee		7/23/1977 (MM/DD/YYYY)

20. Address	21. City	22. State	23. ZIP/Postal Code
[redacted]	Manhattan	NY	11201

24. Country	25. SSN (U.S. Persons)	26. For Non-U.S. persons (SSN, Passport Number or other similar identification number)
USA	[redacted]	26a. Country of issuance:

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, Lee R Gause **(*name of person opening account*), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.**

Signature: [signature] Date: 12/21/2022 (MM/DD/YYYY)

Legal Entity Identifier (Optional) _____

Additional Section 1 - Second Beneficial Owner *(If required)*

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above.

5. Last Name		6. First Name	7. M.I.	8. Date of birth (MM/DD/YYYY)
9. Address		10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons)	15. For Non-U.S. persons (SSN, Passport Number or other similar identification number)		
		15a. Country of issuance:		

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Third Beneficial Owner *(If required)*

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above.

5. Last Name		6. First Name	7. M.I.	8. Date of birth (MM/DD/YYYY)
9. Address		10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons)	15. For Non-U.S.persons (SSN, Passport Number or other similar identification number)		
		15a. Country of issuance:		

Additional Section 1 - Fourth Beneficial Owner *(If required)*

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above.

5. Last Name		6. First Name	7. M.I.	8. Date of birth (MM/DD/YYYY)
9. Address		10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons)	15. For Non-U.S. persons (SSN, Passport Number or other similar identification number)		
		15a. Country of issuance:		

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Paperwork Reduction Act Notice

Public recordkeeping burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The OMB control number for this information collection is 1506-0070. You may submit comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, by calling the FinCEN Resource Center at 800-767-2825 or by email at frc@fincen.gov. Alternatively, you may mail us comments at Policy Division, Financial Crimes Enforcement Network, P.O. Box 39, Vienna, VA 22183. Please include 1506–0070 in the body of the text.

ERC Processing

Bank Account Request Form for ERC Lockbox

exela TECHNOLOGIES

The information below is collected to enable Exela to comply with federal requirements for the Customer Identification Program (CIP) and Know Your Customer (KYC) in conjunction with opening a bank account for the requested ERC lockbox. The information will be used for due diligence for ongoing KYC and AML monitoring.

Bank Account Opening and KYC-KYB Information

Business Tax ID *(Federal EIN or Business Tax ID)*	26-3447919
Legal Business Name *(Name registered with the state)*	Lee Gause DDS PC
Business Registration Number	3735733
Date Business Was Formed	09/09/2010
Country of Legal Formation	USA
State of Legal Formation	NY
Name of Primary Signer *(This may not be the primary owner.)*	Lee Gause
Title of Primary Signer	Owner
Email of Primary Signer	leegausedds@gmail.com
Primary NAICS Code *(See North American Industry Classification System at https://www.census.gov/naics/*	621210

Also required will be:

(i) A completed W-9 form (See *https://www.irs.gov/pub/irs-pdf/fw9.pdf*)

(ii) A completed FinCEN Certification of Beneficial Owners document for all Beneficial Owners with 25% or more percentage of ownership in the business. See *www.fincen.gov* and the Filing Information tab for download. *(https://www.fincen.gov/sites/default/files/shared/CDD_Rev6.7_Sept_2017_Certificate.pdf)*

Please note beginning on page 2 appears an outline of high-risk industries that may not qualify for this program. If you have any questions regarding these industries, please contact *erc.service@exelaonline.com*.

DocuSign Envelope ID: 0378D732-EAD8-47FC-A752-683F83C2EF88

Prohibited Business List

- Illegal activity, as directed by federal, state, or other international and local jurisdictions
- Gambling
- Payment for debt that has been charged off as uncollectible
- Illegal drugs or drug paraphernalia (real or synthetic)
- Adult content or services (e.g. pornography)
- Psychics
- Casa De Cambios/Currency Exchange
- Online dating
- Pyramid and Ponzi investments
- Technology developed to weaken industry security controls
- Direct relationships to cannabis industry – cannabis (including hemp and marijuana), cannabis growers or provision of products or services offerings specifically for or intentionally towards the cannabis industry
- Weapons including firearms and firearm accessories
- Any other business prohibited from time to time by Exela Technologies and its Affiliates and/or banking partners

ERC Processing Terms of Service

These Terms and Conditions ("T&C" or "Agreement" or "Terms" or "TOS") will confirm the mutual understanding and agreement of Lee Gause DDS PC ("End-Client") and Regulus Group, LLC. ("Exela") pursuant to which Exela will perform the services ("Services") described herein. All references to Exela in this T&C are deemed to include all subsidiaries. End-Client and Exela may be referred to herein individually as a "party" and together as the "parties". The terms and conditions are as follows:

These terms and conditions govern your access to and use of the DMR® software and service ("DMR"), BEATS Workflow Portal ("Beats"), DrySign, this site, and other related sites sponsored by Exela, any related services, and if applicable, applications, including integrations provided by Exela (collectively, the "Sites"). DMR was created by and is a brand owned by subsidiaries of Exela Technologies, Inc. (together with its subsidiaries, "Exela", "Supplier", "we", or "us"). If you are using DMR or related Sites, then these Terms apply to your use.

By accessing, using or downloading any materials from the Sites, registering for Services, or downloading or using any of our apps, End-Client agrees to be bound by these terms. IF END-CLIENT DOES NOT AGREE TO THESE TERMS, END-CLIENT IS NOT AUTHORIZED AND MUST CEASE USING DMR® AND THE SITES IMMEDIATELY.

THESE TERMS CONTAIN A GOVERNING LAW PROVISION AND WAIVER OF JURY TRIALS GOVERNING DISPUTES ARISING FROM THE USE OF THE DMR® SERVICES WHICH AFFECT End-Client's LEGAL RIGHTS AS DETAILED HEREIN. PLEASE READ CAREFULLY. END-CLIENT, THE USER, SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT NO UNAUTHORIZED PERSONS HAVE ACCESS TO THE DMR® OR SITES, AND TO ENSURE THAT NO PERSONS AUTHORIZED TO HAVE SUCH ACCESS SHALL TAKE ANY ACTION THAT WOULD BE IN VIOLATION OF THESE TERMS.

BY USING THE SERVICES (AS DEFINED BELOW), YOU CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM EXELA AND/OR ITS PARTNERS AND AFFILIATES. YOU AGREE THAT ANY NOTICES, AGREEMENTS, DISCLOSURES OR OTHER COMMUNICATIONS THAT ARE SENT TO YOU ELECTRONICALLY WILL SATISFY ANY LEGAL COMMUNICATION REQUIREMENTS, INCLUDING THAT SUCH COMMUNICATIONS BE IN WRITING, PROVIDED THAT ANY COMMUNICATION TO YOU IS SENT TO THE EMAIL ADDRESS PROVIDED ON YOUR ACCOUNT. YOU AGREE THAT ANY COMMUNICATION TO EXELA WILL BE SENT TO erc.support@exelaonline.com FOR FURTHER HANDLING.

1. DEFINITIONS & ABBREVIATIONS:

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement. In addition, for purposes of this T&C, the following definitions and abbreviations shall apply:

1. **Refund Purchaser** shall mean Finance ERC LLC, a limited liability company, with a place of business at 170 NE 2nd Street, Suite 74, Boca Raton, FL 33429 ("Refund Purchaser Mailing Address")
2. **Digital Mail Room (DMR)** shall mean the service described herein to provide an end-to-end workflow solution that manages the intake and distribution of inbound mail.
3. **Digital Mail Room (DMR) Portal** shall mean the Web-based portal providing access to End-Client authorized personnel to applicable mail items having been captured for distribution

4. **Beats Workflow Portal** or **Beats** shall mean the platform used by Refund Purchaser to request creation of a Lockbox, communicate and track status of the Lockbox as required by the service described herein.
5. **DrySign Signature Platform** or **DrySign** shall mean the electronic signature platform used by DMR or Beats to obtain electronic signatures on documents as required by the service described herein.
6. **Image** shall mean a single sided digital copy, and which is used as the standard unit of measure in this T&C to track digital mail volume.
7. **ERC** or **Employee Retention Credit** shall mean the Internal Revenue Service's Employee Retention Credit which is a fully refundable tax credit for employers and based on qualified wages (including allocable qualified health plan expenses) that Eligible Employers pay their employees.
8. **ERC Purchase and Sale Agreement** shall mean that certain Employee Retention Credit purchase and sale agreement between End-Client and Refund Purchaser, as amended, restated or otherwise modified from time to time.
9. **IRS Form 941-X** or "**941-X**" shall mean an amended quarterly tax return.
10. **Lockbox** shall mean one or more USPS PO Boxes used to process ERC Checks, as agreed in writing between the Parties.
11. **Check Items** shall mean the remittance lockbox related paper checks, as such items are captured, processed, forwarded or deposited to various bank accounts.
12. **ERC Check** shall mean a Check Item that provides the ERC tax refund payment as transmitted from the IRS to End-Client's Lockbox and forwarded to Refund Purchaser pursuant to the Lockbox Processing Instructions.
13. **Non-ERC Check** shall mean a Check Item that is not an ERC Check. Unless otherwise agreed, Non-ERC Checks are out-sorted, Images made available in DMR, and physical items returned to End-Client by overnight mail.
14. **Lockbox Documents** shall mean paper documents and other communications received in the Lockbox.
15. **New Lockbox Account Request** or **Lockbox Request** shall mean a request from the Refund Purchaser to Supplier to open and setup a wholesale Lockbox to provide Lockbox Processing.
16. **Lockbox Processing Instructions** shall mean the agreement between End-Client and Refund Purchaser providing Supplier with details of the amount purchased by Refund Purchaser, clearly listing the purchased amount and applicable fees. The Lockbox Processing Instructions shall clearly document disbursement rules for all funds received in the Lockbox by Supplier.
17. **Lockbox Processing** shall mean the processing of ERC Checks, Check Items and Lockbox Documents including pickup of mail received in the Lockbox, mail transport to Supplier's processing site, opening and scanning of all documents in mail envelopes, depository processing of ERC Checks. Any Non-ERC Checks will be out-sorted and returned to End-Client, Supplier will provide Images of Non-ERC Items in DMR.
18. **CPSA** shall mean the Check Payment Systems Association
19. **Physical Storage Days** is the time period that physical documents will be boxed and checked into the tracking system for, and stored in short-term storage after which time they will be securely destroyed. The default Physical Storage Days is thirty (30) days.
20. **Image Cash Letter Services** or **ICL Services** shall mean data capture, file formatting, preparation and delivery of multiple transaction data files (each an "Image Cash Letter" or "ICL"), consisting of check Magnetic Ink Character Recognition ("MICR") data and front and/or rear images of checks, compiled for delivery to the bank or depository institution designated to be used in the clearing and collection of such checks by means of electronic files and/or image replacement documents, as contemplated by the Check Clearing for the 21st Century Act, 12 U.S.C. §§5001-5018 ("Check 21") and Regulation CC, Availability of Funds and Collection of Checks, 12 C.F.R. Part 229 ("Reg. CC"). "ICL Files" shall mean files that contain such ICL items.
21. **Deposit Bank Account** shall mean a physical or virtual account uniquely assigned and identifiable as belonging to the end client identified by their EIN.
22. **Trust Bank Account** or **Trust Account** shall mean the bank account operated by Exela for the purpose of issuing checks ("Disbursement Checks") to effect the distribution of funds per the Lockbox Instructions.

23. **Purchased Amount** shall mean the purchased amount as set forth in the ERC Purchase and Sale Agreement.

2. OVERVIEW:

End-Client has separately entered into an ERC Purchase and Sale Agreement with Refund Purchaser, which requires provision of Lockbox Processing services by Exela. Refund Purchaser understands that under these requirements, End-Client will separately enter into a Terms of Service ("TOS") agreement between End-Client and Supplier for the provision of Lockbox Services, under which Supplier will setup the Lockbox Processing services.

Refund Purchaser will collect the documents listed under Exhibit 1.B. required for the New Lockbox Account Request from the End-Client and upload the same to Supplier's Beats portal. Once the application package is complete, and required forms are executed, the Refund Purchaser will submit the Lockbox Request.

For each Lockbox Request, Supplier will (i) initiate and/or perform setup and verification processes as may be needed to create the Lockbox and the Deposit Bank Account and setup Lockbox Processing Rules to process ERC Checks in accordance with the Lockbox Processing and disbursement instructions therein, and (ii) create/assign the Lockbox as required to process ERC Checks.

The ERC Lockbox Services will operate through a U. S. Postal Service ("USPS") mailbox, a unique zip code or a USPS caller box in End-Client's name (the "Lockbox"). Supplier shall establish or operate the Lockbox with USPS on Refund Purchaser's behalf. Refund Purchaser agrees to pay or reimburse Supplier for any USPS fees or charges in connection with the Lockbox (including without limitation, box rental, postage due, or charges for postal services provided by the USPS), as may be updated from time to time.

For each Lockbox, Supplier is authorized to:

(i) pick up at, and transport from the Lockbox, all mail received at such Lockbox

(ii) open such mail and process the contents of such mail according to the processing procedures, as such procedures may change by mutual agreement of the parties from time to time (the "Processing Procedures") with the prior written consent of Refund Purchaser,

(iii) image all Check Items and/or Documents received in the Lockbox along with the envelope ("Mail Unit")

(iv) separate all ERC Checks received at the Lockbox and process these ERC Checks as per the Lockbox Instructions

(v) make all Mail Unit Images available to End-Client through Supplier's DMR Portal including any Check Items and/or Documents received for processing which are not ERC Checks

(vi) make all Mail Unit Images related to ERC Checks Items available to Refund Purchaser

(vii) to mail out any documents and Non-ERC Checks to End-Client upon request through the DMR Portal ("Mail-outs")

(viii) maintain processing history for all payments received in the Lockbox and make the transactions available to End-Client and Refund Purchaser as per the Lockbox Processing Instructions through the DMR portal for a period of seven years or as otherwise agreed in writing.

For each ERC Check, in accordance with the Lockbox Instructions, Supplier will provide,

(i) endorse the End-Client's name on the check and deposit the checks at the Deposit Bank Account, and upon funds being available for disbursement,

(ii) review the Lockbox Instructions and related documents as agreed between the End-Client and Refund Purchaser

(iii) issue checks from the Deposit Bank Account to effect distribution of funds as per the Lockbox Instructions agreement, and where required, transfer available balance amount from Deposit Bank Account to Trust Account for the purpose of distribution of funds as per the Lockbox Instructions

(iv) update outstanding balance amount to reflect payments made to Refund Purchaser

(v) report to End-client and Refund Purchaser details about the payment received and disbursement of funds made on the End-Client's behalf

(vi) perform Lockbox Closure once the entire amount purchased by Refund Purchaser has been disbursed to Refund Purchaser per the Lockbox Instructions.

Supplier will provide an end-to-end offsite workflow solution that manages the intake and distribution of inbound mail including ERC Checks, Check Items and Documents. The DMR automates manual processes and utilizes electronic delivery methods to automatically route mail to the recipient. Supplier will perform these services at one of its designated facilities, which is a shared service environment. The mail pieces will be generally prepared for scanning by opening, removing from envelopes, removing staples, being flattened, etc. During this preparation process, any misdirected mail will be out-sorted and returned to sender. Batches of documents will then be scanned and processed through an Image enhancement tool which will apply standard enhancement techniques to the Images (de-speckle, de-skew, etc.). OCR technology will be applied to the envelopes and contents. Sender and recipient data captured from the envelope along with the other OCR meta data will be supplied with the Images as part of the DMR Portal mail items. Upon completion of scanning, the physical documents will be boxed and checked into the tracking system for short-term storage for a time period equal to Physical Storage Days, at which time they will be securely destroyed unless otherwise agreed in writing.

3. TRANSITION / IMPLEMENTATION SERVICES:

As of the Effective Date, Exela shall commence the transition Services ("Transition").

3.1. Exela Responsibilities:

3.1.1. Assign End-Client's Lockbox mailing address.

3.1.2. Configure the base system processes and capabilities based upon the information provided by the End-Client and agreed to with Refund Purchaser.

3.1.3. Establish End-Client and Refund Purchaser users in DMR Portal Production environment.

3.1.4. Provide user guides.

3.1.5. Provide required shelving and boxes for physical mail storage for the agreed upon time period equal to the period of Physical Storage Days.

3.1.6. Perform required verification and setup Deposit Bank Account to process and deposit ERC Checks as applicable and as per Lockbox Instructions specified. If applicable, the End-Client will normally see any applicable

funds in their account within 5 days. Exela's liability with respect to these services will be limited as stated in Section 10 of this T & C.

3.2. End-Client Responsibilities:

3.2.1. Provide Exela with executed IRS 8822-B form allowing Exela to process End-Client's mail if Exela has created a new caller box for the End-Client for the express use of IRS communications. Without the executed form 8822-B, Exela will not create a Lockbox address for processing and mail cannot be processed by Exela.

3.2.2. End-Client will not initiate a change of address with the IRS until the earlier of (i) collection in full of all ERC Checks and satisfaction in full of all End-Clients obligations under the ERC Purchase and Sale Agreement and receipt by Refund Purchaser of the Purchased Amount or (ii) receipt of written consent for such change from Refund Purchaser. This clause will survive any termination of this Agreement.

4. ONGOING SERVICES:

4.1 Exela will provide the following ongoing Services:

4.1.1. The End-Client's Lockbox mailing address at Exela. If the End-Client's mailing address becomes unavailable; Exela will provide the End-Client with another address at least 30-days prior to the change. Exela makes no representations and accepts no liability or responsibility for End-Client's use of the provided address. End-Client accepts all responsibility and liability for the use and has had an opportunity to meet with its own legal counsel and subject matter experts to review their contemplated use of the provided address.

4.1.2. Self-service access to the DMR Portal Dashboard and Reports

4.2. End-Client will have the following responsibilities during Ongoing Services:

4.2.1. Provide location to receive any physical mail that cannot be processed through DMR or requested for physical delivery.

4.2.2. Review and process any digital mail received through DMR.

5. CANCELATION:

5.1. In the event of cancelation of ongoing services for any reason:

5.1.1. End-Client will not file a Form IRS 8822-B or redirect any ERC Checks to any address other than the Lockbox unless Refund Purchaser has given its prior written consent.

5.1.2. End-Client will provide a designated address to receive mail (excluding ERC Checks) from Exela.

5.1.3. Any mail that is received by Exela (excluding ERC Checks) will be returned to the sender.

5.1.4. Exela will discard all mail (excluding ERC Checks) received after 30-days from the cancelation date unless otherwise agreed in writing.

6. KEY PRICING ASSUMPTIONS/TERMS:

6.1. Fees. The Site provides the monthly subscription pricing ("Price Plan") as well as pricing for optional Services not included in or above the included limits of a chosen Price Plan ("Extras"). Refund Purchaser has agreed to pay applicable activation fees, Price Plans, Extras and any other fees and expenses on the End-Client's behalf.

6.2. Exela will not be responsible for transmission errors, corruption of data or for the security of transmission of data during transmission, unless proven to have been the fault of Exela.

6.3. At any time during this T&C, the parties may mutually agree to extend and / or amend this T&C with required changes but only with the prior written consent of Refund Purchaser, not to be unreasonably withheld or delayed.

7. OBLIGATIONS:

(a) The Parties shall timely, diligently, in good faith and on a commercially-reasonable-efforts basis, cooperate with each other, with due consideration of the goals, objectives and purposes of this T&C, to facilitate the performance of their respective duties and obligations setforth.

(b) Exela will be solely responsible for the supervision, daily direction, control and payment (including paying all employer taxes and benefits e.g. workers' compensation and disability) of its employees (each, an "Employee"). No Employee will be eligible for End-Client's employee benefits. The relationship between the parties hereunder will at all times be that of independent contractors, and nothing herein will be construed to create any partnership, joint venture, agency, employment, or other similar relationship. Exela may provide the Product directly or through its affiliates.

(c) Exela agrees that the Product and/or deliverables shall conform in all material respects to the specifications set forth in the T&C, provided that End-Client timely, accurately and completely performs all of its obligations under this T&C.

(d) End-Client agrees that it shall timely, completely, and accurately perform all of its obligations and responsibilities under this T&C, including, without limitation, the timely rendering of all required decisions and approvals. Should End-Client fail to comply with this term, Exela shall receive an appropriate extension of time to provide the services and/or deliverables under this agreement and shall not be held responsible or liable for any resulting delay in providing Services and/or deliverables under this T&C.

(e) Illegal Activity. End-Client must immediately notify Exela of any fraudulent, unauthorized, illegal or suspicious use of the Services or any other breach of security or unauthorized or illegal activity that End-Client reasonably suspects.

8. TERMINATION BREACH:

Either party has the right to terminate the T&C immediately if the other party materially breaches such T&C(including, late or non-payment) and the breach continues for thirty (30) days after the breaching party

receiving written notice thereof. Such termination will be End-Client's sole remedy. If End-Client does terminate they are also responsible for notifying the Refund Purchaser. Notwithstanding any of the foregoing to the contrary, termination of this Agreement shall not affect the requirement that all ERC Checks are to be paid to the Lockbox until all ERC Checks have been collected in full and the Purchased Amount under the ERC Purchase and Sale Agreement have been received or Refund Purchaser has given its prior written consent to the termination of the Lockbox arrangement described herein.

9. INDEMNIFICATION:

(a) Each party will indemnify the other party and Refund Purchaser, its respective directors, officers and employees (each an "Indemnified Party"), from all losses, claims, damages and expenses (including court costs and reasonable attorneys' fees) (collectively, "Losses") asserted against the other party or Refund Purchaser by third parties.

(b) End-Client will indemnify Exela, its directors, officers and Employees, from all Losses asserted against Exela by third parties arising out of or relating to End-Client's failure to secure the appropriate rights (including the right to provide to Exela) to all software, data, materials, or other information that Exela copies, uses, processes, stores or distributes, as applicable, on End-Client's behalf.

(c) The party claiming indemnification will promptly notify the other party of a claim. The indemnifying party will have the right to control the defense of the claim including the right, with the consent of the Indemnified Party (which consent will not be unreasonably withheld, conditioned or delayed), to compromise or settle the claim. The Indemnified Party will participate in the defense if requested to do so by the indemnifying party and will be reimbursed for its reasonable direct out-of-pocket expenses incurred as a result of such participation. Each party agrees that it shall not enter into any settlement agreement requiring any action or admission of fault by the other party without the other party's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed).

10. LIMITATIONS OF LIABILITY; DAMAGES WAIVER:

(a) Each party's total liability to the other for any and all claim(s) arising from or in any way related to this Agreement and any T&C will not exceed $ 50,000.

(b) The foregoing limitation does not apply to damages proximately caused by: (i) bodily injury or tangible personal property damage for which a party is legally liable; (ii) misappropriation of confidential information by a party in breach of its confidentiality obligations hereunder; or (iii) to claims for which liability may not be limited in accordance with applicable law.

(c) Exela's liability for any claims or damages relating to or arising from the loss, damage, or delay in delivery of any document, envelope, package, or supplies is limited to one hundred dollars ($100) for such documents, envelopes, packages, or supplies, that are proven to have been in Exela's care, custody and control, notwithstanding any provision in this T&C to the contrary. Exela is not liable for transmission or corruption of data or for the security of data, except as specified in this T&C. In no event shall Exela be liable for damages or injuries

resulting from or in connection with a pollutant in the mail, a "dirty" bomb, or an explosive containing a pollutant or similar substance excluded by Exela' insurance coverage, or cleanup costs in the event of contamination.

(d) Neither party is liable for any indirect, special, punitive, incidental nor consequential damages, including lost profits (other than amounts due to Exela under this T&C), lost savings, loss of or damage to data or business opportunities.

(e) The Parties agree that any claim or cause of action arising out of or relating to this T&C must be filed within three years of the time it arose or forever be barred.

(f) The provisions of this Section survive termination or expiration of this T&C as necessary to effect its purpose.

11. CONFIDENTIAL INFORMATION:

In connection with the Services, the End-Client and Exela may share proprietary or non-public information ("Confidential Information") which may or may not be designated as "Confidential," "Proprietary" or some similar designation. "Confidential Information" will not include any information which: (a) was previously known to the other party without restriction on use or disclosure; (b) is or becomes publicly available, through no fault or breach of these terms by the receiving party; (c) is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure; (d) is independently developed by such other party without reference to the Confidential Information.

The receiving party of Confidential Information agrees: (a) not to disclose Confidential Information to a third party, with the exception that Confidential Information may be disclosed to Refund Purchaser and such party's employees, and/or its affiliates, consultants, attorneys, accountants or other professional advisors who have a need to have the information that are under confidentiality obligations that are at least as restrictive as the terms contained herein or subject to direction of the disclosing party; (b) to protect the secrecy of and to avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own Confidential Information, and in no event less than reasonable care; and (c) to use Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement.

Upon termination or expiration of your access to the Services, Exela will have no further obligations in respect of your Confidential Information.

12. MISCELLANEOUS:

(a) Notices. All notices and other communications must be in writing and will be deemed to have been given to the address set forth on the signature page hereto, or to such other address as may be designated in writing, if sent by registered or certified mail, with return receipt requested, or by a nationally recognized overnight carrier to the addresses set forth below the parties' names on the signature page.

(b) Governing Law. This agreement and any claim, whether in contract, tort or otherwise arising from this Agreement, shall be governed by and interpreted in accordance with the laws of the State of New York. Except as otherwise set forth herein, the Parties: (i) agree that any legal action or proceeding arising under this Agreement shall be brought in the State of New York, (ii) irrevocably submit to the jurisdiction of such courts; (iii) agree not to assert any claim or defense that they are not subject to the jurisdiction of such courts, that any such forum is not convenient or the venue thereof is improper, or that this Agreement or the subject matter hereof may not be enforced in such courts; and (iv) agree to accept service of process by certified or registered mail or by any other method of authorized law.

(c) DISCLAIMER OF WARRANTIES. THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXELA'S ONLY REPRESENTATIONS AND WARRANTIES. EXELA HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE SERVICES PROVIDED HEREUNDER INCLUDE INTERNET REPOSITORY STORAGE OR TRANSFER OF DATA OVER THE INTERNET, EXELA DOES NOT WARRANT THAT THE INTERNET, THE SYSTEM, THE NETWORK OR END-CLIENT'S WEBSITE(S) WILL BE UNINTERRUPTED OR ERROR FREE. USE OF THE INTERNET IS AT END-CLIENT'S SOLE RISK. EXELA DOES NOT WARRANT THAT CERTAIN RESULTS MAY BE OBTAINED BY End-Client IN CONNECTION WITH ITS USE OF END-CLIENT'S WEBSITE(S).

(d) Force Majeure; Excuse. Neither party will be responsible or incur liability for any delay/failure to the extent it results from causes beyond its control, including but not limited to fire, explosion, act of terrorism, war, labor dispute, embargo, government order or requirement, civil or military authority, natural disaster, epidemic, general internet or communication line failures, power surges, civil disturbance, flood, earthquake, tornado, crime, riot, sabotage or other similar types of situations. If such situation occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to resume operations as soon as practicable. Exela will only perform the Services in conditions it deems to be safe for its Employees. Except as set forth in the T&C, Exela will not be obligated to manage or handle hazardous wastes or hazardous chemicals nor ship hazardous materials or hazardous chemicals as defined in Department of Transportation regulations.

(e) Assignment, Amendment, Waiver, Third Party Beneficiary. This T&C may not be assigned without the prior written consent of the other party and Refund Purchaser (whether by operation of law or otherwise), except that either party may assign this T&C to a parent, subsidiary, affiliate, or successor to substantially all of the assets or stock of such party. Any purported assignment without consent will be deemed null and void and as having no effect. This T&C, cannot be modified unless agreed to in writing in a document signed by both parties and consented to by Refund Purchaser. No waiver will be deemed to be made by any party of any of its rights hereunder, unless the same will be in a writing signed by the waiving party. The parties agree that Refund Purchaser is an intended third-party beneficiary of this Agreement.

(f) Counterparts. This T&C may be signed in one or more counterparts, both of which taken together will constitute one instrument.

**** SIGNATURE PAGE FOLLOWS ****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For: End-Client

By: _____

Name: Lee Gause

Title: CEO

For: EXELA

By: _____

Name: _____

Title: _____

Lockbox Processing Instructions

This agreement between End-Client and Refund Purchaser documents details of the amount of the ERC purchased by Refund Purchaser. End-Client authorizes Exela to deposit ERC Checks to the Deposit Bank Account and upon funds being available, process disbursements to effect the instructions below.

Contract Number:149

ERC Purchase and Sale Agreement Date: December 21, 2022

Total Purchased Amount under the ERC Purchase and Sale Agreement: $559,665.70

Disbursement Rule:

For each ERC Check, for the balance available in the Deposit Bank Account ("Deposit Balance"):

(i) From remaining Deposit Balance, Pay Refund Purchaser the Deposit Balance.

(ii) End-Client authorizes Exela to send copies of all related Mail Units to:

Name: Lee Gause DDS PC

Address: 37th West 57 Street New York, NY 10019

For: End-Client

By: _____

Title: CEO

Date: 12/21/22

For: Refund Purchaser

By: DocuSigned by: David Goldin

Title: Member

Date: 12/21/2022

FINANCE ERC

Get your Employee Retention Credit money today, without waiting.

December 21, 2022
Lee Gause DDS PC

ACH Authorization. Client authorizes Finance ERC or its agents or designated representatives to initiate debit (and potentially credit and adjustment entries) to Clients designated bank account through the ACH settlement process for amounts due ($49.95 monthly account monitoring fee) under this Agreement. This authorization will remain in full force and effect until termination of the Agreement and the full and final payment of all obligations of Client due under the Agreement.

If your payment is returned unpaid (NSF, Uncollected Funds), you authorize us to make a one-time electronic fund transfer from your account to collect a fee of $35 (thirty-five dollars).

I (we) authorize Finance ERC to electronically debit my (our) account (and, if necessary, electronically credit my (our) account to correct erroneous debits) for (select one)

_____ a single (one-time) entry

__X__ recurring entries (that recur at substantially regular intervals without my affirmative action to initiate future entries)

As follows:

__X__ Checking Account / _____ Savings Account (select one) at the depository financial institution named below ("DEPOSITORY"). I (we) agree that ACH transactions I (we) authorize comply with all applicable laws.

Depository Name: TD BANK NA

Routing Number: 2601[redacted]

Account Number: 437488[redacted]

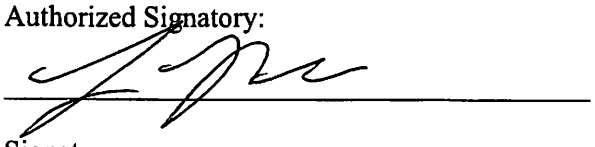
Amount of debit(s) or method of determining amount of debit(s) [or specify range of acceptable dollar amounts authorized]: $35-$50.

Date(s) including the start date and/or frequency of debit(s): Monthly.

I (we) understand that this authorization will remain in full force and effect until I (we) notify Finance ERC in writing that I (we) wish to revoke this authorization.

I (we) understand that Finance ERC requires at least 3 days prior notice in order to cancel this authorization.

Authorized Signatory:



Signature

Lee R Gaus

Print Name

12/21/2022

Date

Finance ERC LLC
170 NE 2nd Street
Suite 74
Boca Raton, FL 33429
888-ERCNOW3
support@FinanceERC.com

ATTESTATION

Lee Gause DDS PC ("Seller") hereby agrees to use PO Box 657410, Dallas Tx 75265-7410, the "Lockbox Address" as the address of record for all filings with the Internal Revenue Service ("IRS"). Seller hereby agrees that they will notify their payroll company and tax preparer to update their records to ensure that they are using the Lockbox Address on any tax filings while the refunds are pending. Additionally, any other filings, including but not limited to income, excise, or payroll must also use the Lockbox Address. Seller agrees to provide Finance ERC LLC ("Purchaser") a copy of any filing made with the IRS within three business days of the filing date identifying the Lockbox Address as the address on the filing. Seller shall provide Purchaser supporting documentation from their payroll company confirming that the address change to the Lockbox Address has been completed. Failure to provide this information or change of address away from the Lockbox Address will result in a Default under the Purchaser agreements.

Lee Gause

Name:
Date: 12/21/22