

Execution**PORTFOLIO PURCHASE AGREEMENT**

THIS PORTFOLIO PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of June 30, 2014 (the "**Effective Date**"), between [REDACTED]tec [REDACTED]on, LLC d/b/a [REDACTED]us [REDACTED]nts, [REDACTED] [REDACTED]on [REDACTED]ed [REDACTED]liability [REDACTED]ny ("**Seller**"), and [REDACTED] [REDACTED]cre [REDACTED]ntures LLC, a Delaware limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller is in the business of providing credit card terminals, processing and related services;

WHEREAS, Seller has merchant portfolios (collectively, the "**Portfolios**") with First Data Corporation (the "**Processor**"), pursuant to processing agreements by and between Seller and Processor (collectively, the "**Processing Agreements**");

WHEREAS, Seller has a monthly residual income stream related to the Portfolios that is payable from Processor to Seller as set forth in **Exhibit A** (the "**Portfolio Residual**"); also attached hereto as **Exhibit B** is a list of all merchants that account for the Portfolio Residual (the "**Portfolio Merchants**");

WHEREAS, Seller desires to sell a portion of the Portfolio Residual to Purchaser and Purchaser desires to purchase a portion of the Portfolio Residual, all upon the terms and conditions of this Agreement (the "**Portfolio Purchase**");

NOW, THEREFORE, in consideration of the foregoing recitals and the following covenants, the parties agree as follows:

1. Assignment, Purchase and Sale of Portfolio Residual.

1.1 Purchase of Portfolio Residual. Seller hereby agrees to sell, convey, transfer and assign to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions of this Agreement, and effective as of the Closing Date, as hereinafter defined in **Section 2.1**, all of the Seller's right, title and interest in the first one hundred thousand dollars (\$100,000.00) of each month's Portfolio Residual (the "**Purchased Assets**") including, but not limited to all rights or claims of every type and nature and wherever situated, real, personal, tangible, intangible or contingent (including all refunds, deposits, rights, claims or payments, whether now existing or ascertainable, or existing or ascertainable after the Closing Date) to the Purchased Assets and owned by Seller or in which Seller has any interest of any type or nature. The Seller shall also redirect the remaining Portfolio Residual to Purchaser to allow for all the Portfolio Residual to be paid directly to Purchaser. Purchaser shall be entitled to receive the payments due from Processor for the entire Portfolio Residual for the thirty-six (36) month period commencing on the Closing Date (the "**Payment Period**"). Purchaser shall retain the Purchased Assets from each month's Portfolio Residual and remit the remaining Portfolio Residual for such month promptly to Seller, but in no event later than three (3) business days after receipt. Upon the earlier of (i) the conclusion of the Payment Period or (ii) a breach by Seller of this Agreement, Seller shall permanently assign to Purchaser certain merchants that Purchaser shall select, in its sole discretion, from the Portfolio Merchants whose prior twelve (12) month average monthly residual income streams in aggregate equal not less than \$100,000.00, but not more than \$100,500. Upon the conclusion of the Payment Period, Seller shall use its best efforts to facilitate the assignment in the preceding sentence in favor of Purchaser and agrees to take such reasonable actions and execute such documents and agreements as reasonably necessary to permit Purchaser to own and operate said merchants as contemplated hereby, and in the manner in which it has been operated in the past, including, without limitation, any assignment, bill of sale or related agreements. Purchaser shall have no duty to fulfill