


SECURITY AGREEMENT

This Security Agreement (hereinafter called the "Agreement"), dated for purposes of reference October 14, 2021, is between the undersigned (hereinafter called the "Client") and Riviera Finance, its successors and assigns (hereinafter called "Riviera"). Client and Riviera agree as follows:

1. **PURPOSE:** Client desires to obtain financing by factoring, selling and assigning to Riviera acceptable accounts receivable at a discount below the face value. Such financing is subject to the terms and conditions of the Agreement and is commercial in nature, and not for household, family, and/or personal use.
2. **DEFINITIONS:** The following definitions shall be used in determining the terms of this Agreement:
 - "ACCOUNT" shall have the same meaning as it does in the Uniform Commercial Code; an "Invoice" is the tangible statement of an Account and is interchangeable with "Account" in this Agreement; references to an Account include factored and non-factored accounts.
 - "ACCEPTABLE ACCOUNT" means an Account conforming to the warranties and terms set forth herein and in Schedules of Accounts.
 - "CUSTOMER" means Client's customer; a Customer is also referred to as an "Account Debtor."
 - "CLIENT" means the seller and assignor of the Accounts; the Client is a "Debtor" to Riviera under the Uniform Commercial Code.
 - "COLLATERAL" shall have the same meaning as it does in the Uniform Commercial Code; Collateral granted to Riviera by Client is specifically described in Section 4 below.
 - "CREDIT PROBLEM" means a Customer is unable to pay its debts because of its insolvency, dissolution, termination of existence, business failure, or the filing of any bankruptcy petition or other proceeding of Customer such that payment on the Account is or will be impaired.
 - "CUSTOMER DISPUTE" means a claim by Customer against Client of any kind whatsoever that reduces the amount collectible from Customer by Riviera; a Customer Dispute may arise from any kind of disagreement between Customer and Client whatsoever, *valid or invalid*, and may arise at any time, both before and after the signing of this Agreement or the purchase of any Account by Riviera.
 - "INDEBTEDNESS" means all debts, liabilities, loans, obligations, covenants and duties owing by Client to Riviera, direct or indirect, absolute or contingent, due or to become due, including all principal, interest, charges, costs, expenses and fees, and attorney's fees.
 - "WARRANT" means to guarantee, as a material element of this Agreement. Each warranty herein and pursuant to any Schedule of Accounts is an independent condition to Riviera's duties under this Agreement.
3. **REPRESENTATIONS, WARRANTIES, & DISCLOSURES:** As an inducement for Riviera to enter into this Agreement, Client hereby incorporates by reference each representation and warranty included in each Schedule of Accounts executed by Client and, with the full knowledge that Riviera is relying upon the truth and accuracy of these statements, Client further represents that:
 - (a) **TAXES:** Client has made and shall continue to make timely payment of all required state and federal taxes; Client agrees to provide to Riviera proof of payment and/or compliance of all taxes required by law and to notify Riviera of any levy issued against Client;
 - (b) **INSURANCE:** Client will maintain such insurance covering Client's business and/or the property of Customers as is customary or required, and will name Riviera as loss payee of such insurance;
 - (c) **RECORDS:** All financial records, accounts, statements, books, or documents shown to Riviera by Client at any time are true, complete, accurate, and represent the true financial condition of Client; Client agrees to furnish Riviera financial statements upon request;
 - (d) **CHANGES IN BUSINESS:** Client will notify Riviera in writing prior to any change in the location of Client's state of registration and/or principal place of business; the location where Client's books and records concerning Accounts are kept; the Client's name, identity, legal entity or structure whether by merger, acquisition, or sale of substantially all of Client's assets; use of trade name(s); and/or any proposed change in any of the officer, principals, managers, directors, partners, and/or owners of the Client; Client will promptly notify Riviera of any attachment, lien, levy, garnishment, seizure or any other legal process taken against Client or any Customer.
 - (e) **CUSTOMER CREDIT:** Each Customer's business is solvent to the best of Client's information and knowledge, and Client has not received any notice, verbal or written, of a Credit Problem concerning any Customer that has not been disclosed to Riviera in writing;
 - (f) **NO PLEDGE:** Client will not pledge the credit of Riviera to any person or business for any purpose;
 - (g) **CUSTOMER TERMS:** Client will not modify any term of its Accounts with any Customer unless Riviera first consents in writing;
 - (h) **TITLE:** Client is the lawful owner of, and has undisputed title to, the Accounts sold to Riviera by Client; Client will not factor, sell, or assign Accounts except to Riviera for the period of this Agreement and for as long as any Account remains unpaid to Riviera by Client or any Customer;
 - (i) **SECURITY:** Client has not transferred, pledged or granted a security interest in the Collateral described below to any party not disclosed in writing to Riviera; Client will not transfer, pledge, or grant a security interest or lien to any other party in the Collateral described below for the term of this Agreement and for long as any Account remains unpaid to Riviera by Client or any Customer.
4. **SECURITY INTEREST IN COLLATERAL, SALE/ASSIGNMENT, & NOTIFICATION:** As a further inducement for Riviera to enter into this Agreement, Client gives to Riviera a security interest in the following described property as collateral for the repayment of any and all obligations and liabilities whatsoever of Client to Riviera under the Uniform Commercial Code in the following described property, hereinafter collectively called "Collateral": All presently existing or hereafter arising, now owned or hereafter acquired accounts, accounts receivable, deposit accounts, contract rights, chattel paper, electronic chattel paper, documents, instruments, reserves, reserve accounts, rebates, and general intangibles, and all books and records pertaining to accounts and all proceeds of the foregoing property.
 - (a) **APPROVAL:** Client shall from time to time sell and transfer Acceptable Accounts to Riviera subject to Riviera's instructions and approval. Accounts offered to Riviera for sale shall be identified by separate and subsequent bills of sale known as Schedule of Accounts; Client must supply Riviera with original invoices, inclusive of supporting documents required for payment, and true and accurate copies of the same. Riviera will not purchase an Account unless Client first submits such Account to Riviera for approval.
 - (b) **NO OBLIGATION:** Riviera is not obligated to buy any Account from Client and shall have no liability to Client, any Customer, or any supplier of Client for Riviera's failure or refusal to purchase an Account.
 - (c) **ASSIGNMENT OF ALL INVOICES:** Notwithstanding Client's election to sell select Accounts to Riviera, *Client hereby fully assigns to Riviera all Accounts of Client*; Riviera may notify any Customer of this assignment and direct payment of all Accounts of Client to Riviera in order to secure the repayment of Client's obligations to Riviera; Client may not terminate or modify this assignment without Riviera's written consent in the form of a release letter signed by Riviera; Riviera shall release the assignment if and only if all obligations and indebtedness


Initials: _____ / _____ / _____ / _____

owed by Client to Riviera are discharged or, in Riviera's sole discretion, a partial release of the assignment pertaining to a specific Customer is issued by Riviera in a separate writing.

- (d) **AUTHORITY:** Riviera shall have the right to, in Client's name or in Riviera's name, whether Client is in default of this Agreement or not, demand, sue, collect, settle, and give releases for any and all monies due or to become due on any Account or Collateral.
- (e) **NOTIFICATION:** Riviera will, at any time within its discretion, notify any Customer to make payment(s) directly to Riviera.
- (f) **SOLE PROPERTY:** Once Riviera has purchased an Account, the Account is the *sole and exclusive property* of Riviera. Client shall make proper entries on its books and records disclosing the absolute sale of the Account to Riviera.

5. **MAXIMUM ACCOUNT LIMIT, FEES, & CHARGES:** Riviera agrees to buy Acceptable Accounts, at a discount, from Client that have been approved for purchase from Client, subject to the limits, fees, and charges described in this Agreement. The maximum amount of outstanding Accounts purchased by Riviera shall not exceed the sum of \$50,000 (Fifty Thousand Dollars) at any given time.

- (a) **FACTORING FEE:** Riviera shall withhold a *Fee Deposit* of Five Percent (5.0%) from the face value of each Account. From the fee deposit, Client agrees to pay to Riviera a *Factoring Fee* equal to the sum of (1) Two and Five Tenths of One Percent (2.5%) of the face value of each Account and (2) One Percent (1.0%) of the face value of each Account for every Ten (10) day period, or portion thereof, that an Account remains unpaid to Riviera beyond Thirty (30) days. *The Factoring Fee shall not exceed the Fee Deposit of each Account.* CLIENT agrees to pay to RIVIERA a minimum fee on the first funding equal to \$150.00.
- (b) **FEE REBATES:** As an inducement to Client to sell only the Accounts from which Riviera can expect prompt payment in full *directly from Customer*, Riviera agrees to return monthly to Client, when said Account(s) is/are paid in full by Customer, the amount of Fee Deposit in excess of the Factoring Fee in the form of a Fee Rebate. Any such rebate to Client may be retained by Riviera at Riviera's sole discretion as further security for payment of any and all obligations and indebtedness owing by Client. In the event of a default by Client for any reason, no rebate shall be due or payable to Client.
- (c) **MINIMUM FIRST FUNDING FEE: RESERVE & REFUNDS:** In addition to the Fee Deposit, Riviera will reserve and withhold an amount in a reserve account (the 'reserve amount') equal to N/A of the gross face amount of all Accounts purchased. Said reserve amount may be held and/or applied by Riviera against any chargebacks or obligations of Client to Riviera, known or anticipated, and said reserve amount is not due and payable to Client until any and all obligations and indebtedness arising hereunder are paid in full. If there is no outstanding indebtedness of Client to Riviera known or anticipated, Riviera will return to Client the reserve amount of any individual Account that is not subject to offset *when said Account is paid in full.* Reserve refunds will be released N/A, unless otherwise agreed to by Riviera in writing. The reserve shall be a book balance maintained on the records of Riviera and shall not be a segregated fund.
- (d) **CHARGES:** The following fees may be charged to Client, based on Client's selected method of receiving funds, and deducted from each Schedule of Accounts: \$17.50 if Wire Transfer, \$7.50 if ACH, \$20 if courier, \$0 if check pickup or regular mail; \$0 if standard 24-hour funding; \$25 if same-day funding is requested and fulfilled (*same day funding is subject to Riviera's discretion and is not guaranteed*).
- (e) **ROAM:** Client will submit all Schedule of Accounts to Riviera via *Riviera Online Account Management (ROAM)*.

6. **RECOURSE, EXCEPTIONS, DISPUTES, & CHARGEBACKS:** NO RECOURSE: RIVIERA will have no recourse against CLIENT when an account is not paid by Customer when due, if the reason for non-payment is a Credit Problem except as enumerated below:

- (a) **EXCEPTIONS:** Riviera will always have recourse against Client for unpaid Accounts where (i) Client has breached any warranty, representation, covenant, or promise in this Agreement or the Schedule of Accounts with regard to an unpaid Account, (ii) Client has contributed to or aggravated a Customer's Credit Problem, (iii) Client and any Customer are involved in a dispute of any kind, regardless of validity, (iv) Customer asserts a claim of loss, offset, set-off, or recoupment of any kind against Client to Riviera, and/or (v) an invoice has been sent to a Customer by Client without Riviera's Notice of Assignment stamp and said Account is not paid to Riviera within forty-five (45) days of purchase by Riviera.
- (b) **DISPUTES:** Client will immediately notify Riviera of any dispute between Customer and Client and shall pay to Riviera the full amount of any Account subject to the Customer Dispute. Mistaken, incorrect, or erroneous invoices submitted by Client to Riviera may be, at Riviera's discretion, deemed a disputed invoice.
- (c) **CHARGEBACKS:** If Client does not fully settle the dispute with Customer within 24 hours, Riviera may, in addition to any other remedies under this Agreement: (i) settle or compromise such dispute with Customer without receiving additional consent or authority of Client even if settlement reduces Client's recourse against Customer, (ii) charge back or sell the Account to Client, subject however to Riviera's security interest therein. Riviera will provide Client a written statement of any charge-backs taken.

7. **COLLECTION & PAYMENTS:** Riviera has the right to receive payment directly from Customers on *all* Client Accounts.

- (a) **HOLD HARMLESS:** Client shall hold Riviera harmless against any claim, cause of action, liability in tort, contract, or equity, or Customer ill-will arising from Riviera's collecting or attempting to collect any Account(s).
- (b) **HOLD IN TRUST:** If any payment is received by Client on an Account assigned to Riviera, Client will hold in trust said payment as the property of Riviera, and immediately turn over to Riviera the *identical* check or other form of payment received, *whether or not the payment includes payment on Accounts not purchased by Riviera;* this provision *does not* authorize Client to receive payments from any Customer and is not a waiver of Riviera's rights against any Customer for failing to honor any notice of assignment. If applicable, Riviera will refund Client's portion subject to any indebtedness or obligation of Client to Riviera.
- (c) **DOUBLE PAYMENTS & NON-FACTORED ACCOUNTS:** Riviera may, in its sole discretion, carry unidentified, duplicate, or non-factored payments as open accounting entries and return said payments to the payor or, in the case of non-factored payments only, forward the payment to Client upon proper identification, subject to any outstanding obligations or charge-backs due Riviera.

8. **POWER OF ATTORNEY:** In order to carry out this Agreement, Client irrevocably appoints Riviera or any person designated by Riviera, its special attorney-in-fact, or agent, whose authority granted should remain in full force and effect until all Accounts are paid in full and any indebtedness of Client to Riviera is discharged, with power to:

- (a) Notify Customers that Client's Accounts have been assigned to Riviera and that Riviera has a security interest therein;
- (b) Direct Client's Customers to make payment of all Accounts direct to Riviera and forward invoices directly to such Customers;
- (c) Strike out Client's address on all Accounts mailed to Customers and put Riviera's address on all Accounts;

Initials: _____ / _____ / _____ / _____

- (d) Receive, open and dispose of all mail addressed to Client via Riviera's address;
- (e) Endorse Client's name(s) on any checks, forms of payment, or documents relating to any Account or Collateral that are delivered to Riviera;
- (f) In Client's name(s), demand, sue for, collect, and give releases for any and all monies due or to become due to Client;
- (g) In Client's name(s), compromise, settle, prosecute, defend against, or release any contract or tort claim of Client, and any claim against Client by third parties, arising out of the relationship between Client and any Customer or supplier of Client;
- (h) Do any and all things necessary and proper to protect Riviera's interest in any Account or the Collateral.

9. **DEFAULT:** Any one or more of the following shall be a default hereunder and may cause the cessation of purchasing by Riviera:
- (a) Client shall fail to pay an indebtedness to Riviera when due;
 - (b) Client shall breach any term, provision, covenant, warranty or representation contained in this Agreement or a Schedule of Accounts;
 - (c) Any documentation, report or other statement made by Client to Riviera shall be false, erroneous, or misleading in any respect;
 - (d) Client shall become insolvent or unable to pay debts as they mature, make a general assignment for the benefit of creditors, be subject to an appointment of a receiver or trustee over any portion of Client's assets, or voluntarily file under any bankruptcy or similar law;
 - (e) Any involuntary petition in bankruptcy shall be filed against Client and shall not be dismissed within sixty (60) days;
 - (f) Any judgment, levies of attachment, executions, tax liens or similar process shall be issued against Client or any of the Collateral;
 - (g) Client shall cease factoring while Riviera has factored Accounts outstanding, the collectibility of which is uncertain, in whole or part;
 - (h) Client, without prior notice or disclosure to Riviera, terminates, discontinues or suspends the operations of its business.
10. **REMEDIES AFTER DEFAULT:** In the event of a default, Riviera may do any one or more of the following without notice or demand to Client except as expressly required under this Agreement:
- (a) declare any and all indebtedness, other than outstanding factored Accounts not subject to recourse, immediately due and payable in full;
 - (b) notify any Customers and take possession of Collateral and collect any Accounts without judicial process;
 - (c) take control in any manner of any goods, equipment, inventory or other personal property relating to any Account;
 - (d) require Client to assemble the Collateral and records pertaining to Accounts and deliver them to Riviera's offices;
 - (e) exercise all or any of the rights and remedies of a secured creditor under the Uniform Commercial Code, any other law, or in equity;
 - (f) grant extensions, compromise claims of, or against, Client in contract or in tort, and settle Accounts or Collateral for less than face value;
 - (g) hold Client liable for any deficiency;
 - (h) Charge interest on any indebtedness at the highest rate permitted by law, which interest shall become part of the indebtedness.
11. **CONTRACT TERM:** This Agreement becomes effective when it is accepted and executed by an authorized representative of Riviera. The Term of Agreement shall be Seven months from the date of acceptance by Riviera. ***Riviera continues to have a security interest in the Collateral of Client until all outstanding factored accounts and all indebtedness of Client to Riviera are paid in full.*** Client shall pay Riviera a Termination Fee of Three Percent (3.0%) of the maximum account limit if Client terminates the Agreement prior to the expiration of the Term; the Term shall automatically renew every Seven months, for another Seven month period, unless Riviera receives written notice of termination from Client at least thirty (30) days prior to the expiration of the current Term.
12. **MERGER, INTERPRETATION, LEGAL FEES, & OTHER RIGHTS:** This Agreement together with each Schedule of Accounts contain the entire Agreement between the parties and any modification hereto must be signed by Client and Riviera. Client disclaims the existence of, or reliance upon, any oral representation by Riviera. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties and may not be assigned by Client without Riviera's prior written consent.
- (a) **LEGAL FEES:** Except as prohibited by law, Client shall pay to Riviera all costs and expenses including, without limitation, attorneys fees and costs incurred by Riviera in the enforcement of any of Riviera's rights or claims pertaining to this Agreement and any indebtedness of Client to Riviera. Client shall pay such amounts on demand after notice by Riviera.
 - (b) **SEVERABILITY:** If any provision of this Agreement shall be declared illegal or contrary to law, it is agreed that such provision shall be disregarded and this Agreement shall continue in force as though such provision had not been incorporated herein.
 - (c) **CUMULATIVE RIGHTS:** All rights, remedies and powers granted to Riviera in this Agreement, or in any note or other agreement given by Client to Riviera, are cumulative and may be exercised singularly or concurrently with such other rights as Riviera may have and from time to time as to all or any part of the pledged Collateral as Riviera in its discretion may determine.
13. **INDEMNIFICATION:** Client agrees to indemnify and hold Riviera harmless from any and all liability, obligations, claims, losses, damages, actions and suits, including counsel fees, costs of suit and interest which Riviera may incur in any way relating to or resulting from this Agreement or the failure of the Client to pay withholding taxes and/or any other amounts due and payable to any taxing authority.
14. **FIDUCIARY DUTY:** Client understands and agrees that *neither* this Agreement nor any transaction or any totality of circumstances related hereto and/or arising hereunder creates a fiduciary duty owed by Riviera to Client and that Riviera owes no fiduciary duty to Client whatsoever.
15. **CHOICE OF LAW & JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. **CLIENT CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE LOCAL, STATE, OR FEDERAL COURTS LOCATED WITHIN THE STATE OF Georgia AND EXPRESSLY WAIVES ANY RIGHT TO OBJECT TO THE FORUM AS AN INCONVENIENT FORUM (FORUM NON CONVENIENS).**

AGREED TO (INITIALS): _____ / _____ / _____ / _____

16. **WAIVER OF RIGHT TO JURY TRIAL:** CLIENT AND RIVIERA ACKNOWLEDGE THE EXTREME COSTS OF A TRIAL BY JURY; THEREFORE, CLIENT AND RIVIERA WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

Initials: _____ / _____ / _____ / _____

AGREED TO (INITIALS): _____ / _____ / _____ / _____

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement, that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

EXECUTED AND AGREED BY THE UNDERSIGNED:

Client Name: ZIP LINE TRANSPORT LLC (TRADE NAME: ZIP LINE TRANSPORT LLC)
ADDRESS: 359 Elderberry Court, Kissimmee, FL 34744

BY: _____ Date: _____ BY: _____ Date: _____
Noel Figueroa - Member

BY: _____ Date: _____ BY: _____ Date: _____

Riviera Finance:

BY: _____ Date: _____
James Kroll

CONTINUING GUARANTY: The undersigned, as individuals, jointly and severally, unconditionally guarantee to Riviera full payment and prompt and faithful performance by the Client of all of its present and future indebtedness and obligations to Riviera which may arise pursuant to the Agreement, each Schedule of Accounts, and any addenda or modifications thereto. This guaranty shall constitute a continuing guaranty of the obligations. The undersigned waives any right to require Riviera to proceed against the Client, any Customer, or any other person, or proceed against or exhaust any security, or pursue any other remedy in Riviera's power. The words "indebtedness" and "obligations" are used herein in their most comprehensive sense and include any and all advances, debts, obligations and liabilities of the Client heretofore, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Client may be liable individually or jointly with others, or whether recovery may be or hereafter become barred by any statute of limitations or otherwise become unenforceable. The undersigned guarantors hereby represent and warrant that it is in the undersigned guarantor's direct interest to assist the Client because of the undersigned guarantor's position in and economic or other relations with the Client.

JURISDICTION AND CHOICE OF LAW: The undersigned agrees to resolve all matters concerning this Guaranty in the state referenced in Section 15 of the Security Agreement between Client and Riviera; the undersigned consents to the exclusive personal jurisdiction of the courts located in, and choice of law of, that state to the exclusion of all other jurisdictions.

ATTORNEY FEES: Whether or not suit be instituted, the undersigned agree to pay reasonable attorney's fees and all other costs and expenses incurred by Riviera in enforcing this Agreement and in any action or proceedings arising out of or relating to this Agreement.

EXECUTED AND GUARANTEED BY THE UNDERSIGNED:

Noel Figueroa - 359 Elderberry Court, Kissimmee, FL. 34759

BY: _____ Date: _____ BY: _____ Date: _____
Signature (Executed as an Individual) Signature (Executed as an Individual)

BY: _____ Date: _____ BY: _____ Date: _____
Signature (Executed as an Individual) Signature (Executed as an Individual)

ADDENDUM

This addendum refers to that certain security agreement dated for purposes of reference October 14, 2021 between the undersigned ZIP LINE TRANSPORT LLC herein after called "CLIENT" and Riviera Finance, its successors, assigns, affiliates, subsidiaries and related entities (hereinafter "RIVIERA") and refers to the items below:

5(b). **FEE REBATES:** 5(b) ("Fee Rebates") is hereby amended to include the following statement: "Client shall earn a Fee Rebate hereunder for an account *only if* Riviera purchases accounts with an aggregate face value amount, after any chargebacks, of more than \$7,000.00 (Seven Thousand Dollars) in the month said account was purchased."

This addendum refers only to the above items and does not change the purpose and intent of the security agreement which remains in full force and effect. If this addendum alters a paragraph containing subsections, amendment to the primary/parent paragraph does not replace, delete, or otherwise alter any subsections related to the primary paragraph unless such subsections are expressly rewritten and altered above.

Each person signing this Addendum to the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Addendum to the Agreement, that the execution and delivery of the Addendum to the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement as herein modified is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

EXECUTED AND AGREED BY THE UNDERSIGNED:

Client Name: ZIP LINE TRANSPORT LLC (TRADE NAME: ZIP LINE TRANSPORT LLC)
ADDRESS: 359 Elderberry Court, Kissimmee, FL 34744

BY: _____ Date: _____ BY: _____ Date: _____
Noel Figueroa - Member

BY: _____ Date: _____ BY: _____ Date: _____

Riviera Finance:

BY: _____ Date: _____
James Kroll

ZIP LINE TRANSPORT LLC

Kissimmee, FL

NOTICE OF ASSIGNMENT

[Debtor Info Will Appear Here]

RE: Joint and Irrevocable Notice by ZIP LINE TRANSPORT LLC and Riviera Finance
EFFECTIVE FOR ALL PAYMENTS MADE ON AND AFTER THIS DATE: October 14, 2021

In order to accommodate the changes and growth in our business, we have been fortunate to obtain the services of RIVIERA FINANCE as a source of capital funding. The availability of this service will enable us to serve our customers in a more efficient manner. Therefore, we wish to inform you that payments on all invoices from ZIP LINE TRANSPORT LLC must be made **PAYABLE AND MAILED/PAID DIRECTLY TO:**

PAYMENT BY MAIL:

RIVIERA FINANCE, Assignee for:
ZIP LINE TRANSPORT LLC
P.O. BOX 945213
Atlanta, GA 30394-5213

PAYMENT BY WIRE and ACH:

Bank: **Wells Fargo N.A. - San Francisco**
Bank Phone Number (415)243-7377
Credit to: **Riviera Finance**
Routing #: **121000248**
Account #: **4945269959**

This assignment has been duly recorded under applicable state statutes, and under the Uniform Commercial Code. Please make the proper notations on your ledger and return a signed copy of this letter to RIVIERA FINANCE.

If there are any questions concerning your billing, or claims or offsets affecting the accounts, please call RIVIERA FINANCE at 800-334-2092 or Fax to 404-237-8723.

This notice and instruction remains in full force and effect until you receive a written release from RIVIERA FINANCE. This letter serves as statutory notice and does not require your consent to be effective or enforced.

Sincerely,

[COPIES DELIVERED TO CUSTOMERS OF CLIENT WILL BE SIGNED BY RIVIERA AND CLIENT]

ACKNOWLEDGED BY: _____

TITLE: _____

COMPANY NAME: _____

RIVIERA FINANCE Federal ID# 74-2052129 is not subject to backup withholding.

SIGN HERE 

SIGNATURE SCAN AUTHORIZATION
By signing your signature in the adjacent box, you hereby authorize Riviera Finance to scan and securely store your signature for the sole and limited purpose of generating Notices Of Assignment based on this signed copy and deliver the same to your Customers.

ZIP LINE TRANSPORT LLC

PLEASE SIGN COMPLETELY IN THE BOX.

Noel Figueroa - Member