

# Redacted

**From:** [PlanetOne Packaging](#)  
**Sent:** Monday, December 19, 2022 10:20 AM  
**To:** [Dino Guglielmelli](#)  
**Subject:** FW: Purchase of Inkjet Printers and Capsule Counter

Capsule Counter is 220, 60Hz, single phase... I have asked for the amps. Karen

Sent from [Mail](#) for Windows

**RECEIVED**  
**Aug 11 2025**  
**SC Court of Appeals**

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**From:** [PlanetOne Packaging](#)  
**Sent:** Monday, December 19, 2022 10:13 AM  
**To:** [APM-USA](#)  
**Subject:** RE: Purchase of Inkjet Printers and Capsule Counter

Dorothy what are the amps for this capsule counter?

Sent from [Mail](#) for Windows

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**From:** [APM-USA](#)  
**Sent:** Monday, December 19, 2022 6:27 AM  
**To:** [Vitullo, Nicholas](#); [PlanetOne Packaging](#)  
**Subject:** Re: Purchase of Inkjet Printers and Capsule Counter

Good morning, Karen.

We have received the payment from CIT.

Please confirm the size of your capsules/tablets so that we can customize the machine accordingly.

Secondly, also confirm the power specifications: 220V, 60Hz and Single phase.

Best regards,

Dorothy

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**From:** Vitullo, Nicholas <nvitullo@cit.com>

**Sent:** Monday, December 12, 2022 2:56:51 PM

**To:** PlanetOne Packaging <karen@planetonepackaging.com>; APM-USA <info@pharmamachineries.com>

**Subject:** RE: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

Waiting on Keyence to issue an invoice. I did reach out to there team that processes the invoices so we can fully fund the transaction.

Nick

**Nicholas Vitullo**

Lending Solution Manager

Small Business Solutions

O: (603)433-9431

F: (866)262-9203

155 Commerce Way

Portsmouth, NH 03801

[www.cit.com](http://www.cit.com)



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Only send Confidential information via a secure means using encryption, a password protected document, or a direct fax to your Account Manager. If you have any questions, please contact your Account Manager.

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applicable law, First Citizens and others may inspect, review, monitor, analyze, copy, record and retain any communications sent from or received at this email address.

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**From:** PlanetOne Packaging <karen@planetonepackaging.com>

**Sent:** Monday, December 12, 2022 2:05 PM

**To:** Vitullo, Nicholas <nvitullo@cit.com>; asoto@keyence.com; info@pharmamachineries.com

**Subject:** RE: Purchase of Inkjet Printers and Capsule Counter

**External email – Be cautious with links and attachments.**

Good day !

Please advise to the status of the purchase of InkJet Printers and Capsule Counter. I need to be in the loop so please

Advise

Thank you

Karen Davidson

PlanetOne Packaging, LLC

805-320-2489c

Sent from [Mail](#) for Windows





155 Commerce Way, Portsmouth, NH 03801 | Ph: 800-999-9942 | F: 800-875-0312

CUSTOMER: Please verify this section and complete any missing information

Client: Planet One Packaging, LLC

Address: 3036 Seaborg Avenue, Suite A

City: Ventura

State: ca

Zip: 93003

County:

Federal Tax ID: Redacted

State of Incorporation:

Home Phone:

Business Phone: 8053202489

Fax:

Email: karen@planetonepackaging.com

INSTRUCTIONS: The words "You", "Your" and "Customer" refer to the customer (the party who is borrowing funds against the Equipment or as a direct loan); "We", "Us", "Our" and "Secured Party" refer to CIT Bank, a division of First-Citizens Bank & Trust Company, and its successors and assigns, the secured party. Please complete and/or verify information and sign or authenticate where noted. Please call with any questions.

1. MASTER EFA & SCHEDULES: You agree to finance the Equipment or borrow funds as described in each Schedule ("Schedule") and, if applicable, finance the cost of any services and/or software related to the Equipment. Each Schedule shall constitute a separate agreement distinct from this Master EFA Agreement ("Master EFA") and is subject to all of the terms and conditions contained herein. This Master EFA shall constitute a separate agreement distinct from each Schedule and is subject to all of the terms and conditions of each Schedule. In the event of a conflict between this Master EFA and a Schedule, the provisions of the Schedule (and any Addendum thereto) shall prevail. The term "EFA" when used herein means collectively, each Schedule and this Master EFA. Capitalized terms used and not otherwise defined herein shall have the same meanings given in a Schedule. The term of this Master EFA begins on the first Schedule's "Commencement Date" (as provided in each Schedule) and continues as long as any Schedule remains unpaid. The Commencement Date with respect to each Schedule is the date on which such Schedule shall commence, which date is the date on which We in our sole discretion have provided Our acceptance of such Schedule. You authorize Us to insert or correct information on the EFA including Your proper legal name, address, dates and Equipment description. All notices shall be in writing addressed to You at Your address stated herein or to Us at 155 Commerce Way, Portsmouth, NH 03801.

2. EQUIPMENT: You have chosen the equipment as set forth on each Schedule as applicable ("Equipment"). You acknowledge that the Equipment, and, if applicable, the cost of any services and/or software related to the Equipment, are financed for You solely for commercial or business purposes and not for personal, family, agricultural or household purposes. If the Equipment is unsatisfactory, Your only remedy is against its supplier or manufacturer and You have no remedy for damages against Us. If the Delivery Guaranty Option (as provided in each Schedule) is not applicable, the occurrence of the earlier of: (i) Your confirmation to Us by phone, (ii) Your delivery to Us of an executed or authenticated Delivery & Acceptance Certificate (if requested by Us), (iii) the lapse of fifteen (15) days after delivery of the Equipment to You if You have not given written notice to Us of Your non-acceptance of the Equipment prior to the lapse of such fifteen-day period or (iv) the lapse of fifteen (15) days after delivery of the Equipment to You if You have given written notice to Us of Your non-acceptance of the Equipment and failed to return the Equipment to the supplier prior to the lapse of such fifteen-day period shall: (a) in each case constitute Your acknowledgement that You have inspected the Equipment, found it satisfactory in all respects and have irrevocably accepted it "as is", "where is" and without recourse, representation or warranty of any kind express or implied and (b) be a condition precedent for the occurrence of the Commencement Date. You will maintain Equipment location records and provide Equipment location to Us upon demand. You are responsible for keeping the Equipment in good repair, condition and working order, except for normal wear and tear. You are responsible for complying with all laws relating to the Equipment or its use and to protect the Equipment from damage, seizure or loss. You will continue to make payments if any damage, seizure or loss occurs to any part of the Equipment, provided that the Equipment is completely destroyed, seized or lost You shall pay Us the Default Amount described in the Defaults and Remedies section of the EFA on the next payment date. We are not responsible for any losses, damages or injuries caused by the installation or use of the Equipment or from any other loss while You have the Equipment and You agree to hold Us harmless and defend and indemnify Us against any claim for loss, damages or injuries, including attorneys' fees and related costs.

3. NO WARRANTY: We are financing Equipment for You "AS IS" "WHERE IS" AND WITH ANY AND ALL FAULTS. As We did not select, manufacture, supply or inspect the Equipment, WE MAKE NO WARRANTY OR REPRESENTATION, either express or implied as to the condition of the Equipment, its merchantability, its fitness or suitability for any particular purpose, its design, its capacity, its quality, or any other characteristics of the Equipment. We are not responsible for packaging, delivery, installation or testing of the Equipment. You agree that You have selected the supplier and each item of Equipment based on Your own judgment and disclaim any reliance upon any statements or representations made by Us. The supplier is not an agent of Ours and nothing the supplier states can affect Our obligation under this agreement. You will continue to make all payments under the EFA regardless of any claim or complaint against any supplier.

4. REPRESENTATIONS: You represent and warrant to Us that: You, and each of the individuals signing or authenticating the EFA, have the lawful power and authority to enter into the EFA; by entering into the EFA You will not violate any law or other agreement; and the location of Your chief executive office, state of incorporation or organization, exact legal name, place of residence and Federal Tax ID number are accurately listed in the EFA. The EFA will constitute Your legal, valid and binding obligation, enforceable against You in accordance with the terms hereof. If a registered organization, You represent and warrant to Us that You are duly organized, duly authorized, validly existing and in good standing. THE EFA CANNOT BE TERMINATED OR CANCELED BY YOU FOR ANY REASON. Your obligation to make payments under the EFA is absolute and unconditional.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR RIGHTS UNDER THE EFA, EXCEPT TO THE EXTENT WE PROVIDE OUR PRIOR WRITTEN CONSENT (NOT TO BE UNREASONABLY WITHHELD). You understand that We, without prior notice, have the right to assign, sell or otherwise transfer the EFA. You understand that Our assignee will have the same rights and benefits as Us. You agree that the rights of Our assignee will not be subject to any claims, defenses or setoff that You may have against Us.

6. SECURITY DEPOSIT: The security deposit, listed on a Schedule, is payable upon execution, is non-interest bearing, will be commingled with Our other funds and secures Your performance under the EFA. We may apply the security deposit to satisfy any amounts owed by You, in which event You will promptly restore the security deposit to its full amount. If all conditions are

fully complied with and You have not ever been in default, the security deposit will be refunded to You after the end of the term of each Schedule.

7. INDEMNITY: You indemnify Us and Our affiliates and Our and Our affiliates' shareholders, directors, officers, employees, agents and assignees against any claims, actions, damages, fines, penalties, causes of action, suits or other legal proceedings or liabilities including all attorneys' fees, arising out of or connected with the EFA or any Equipment (collectively, "Claims"), except for Claims arising out of or related to Our gross negligence, willful misconduct or fraud. Such indemnification shall survive expiration, cancellation or termination of the EFA.

8. LAW: The EFA is governed by Federal law and the laws of New York. You agree and consent to the jurisdiction and venue of any State or Federal Court located in New York County, New York. You waive any right to challenge the jurisdiction or venue for any reason. You waive the defense of Forum Non Conveniens. The EFA is intended to constitute a valid and enforceable legal instrument and no provision of the EFA that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect. The EFA constitutes the entire agreement between the parties. YOU AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. Each party prefers that any dispute between them be resolved subject to the above jury trial waiver. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. Notwithstanding the foregoing, nothing in this paragraph shall limit any other right of the parties under the EFA.

9. COMPUTER SOFTWARE: Notwithstanding any other terms of the EFA, You agree that as to software only: We have not had, do not have, nor will have any title to such software; You have executed or will execute or otherwise authenticate a separate software license agreement; and We are not a party to and have no responsibilities whatsoever in regard to such license agreement; You have selected the software as per the Equipment paragraph of the EFA; and We make no warranties of merchantability, data accuracy, system integration or fitness for use and take absolutely no responsibility for the function or defective nature of such software.

PERSONAL GUARANTY: As consideration for Our entering into the EFA, the undersigned Guarantor ("You", "Your"), jointly and severally, unconditionally personally guarantees and agrees to be liable to Us, First-Citizens Bank & Trust Company, the Secured Party, for the full, prompt and indefeasible payment and performance of all now existing and future indebtedness, obligations or liabilities of the Customer arising under the EFA. You agree that We may make other arrangements including compromise or settlement with the Customer and You will waive all defenses and notice of those changes and will remain responsible for the payment and obligations of the EFA. We do not have to notify You if the Customer is in default. If the Customer defaults, You will immediately pay in accordance with the default provision of the EFA all sums due under the terms of the EFA and will perform all of the EFA obligations. If it is necessary for Us to proceed legally to enforce this guaranty, You expressly consent to the jurisdiction of the court set out in the "Law" paragraph and agree to pay all costs, including attorneys' fees incurred in enforcement of this guaranty (including attorneys' fees incurred post-judgment). You also agree that the "Law" paragraph in its entirety applies to this guaranty. It is not necessary for Us to proceed first against the Customer or the Collateral before enforcing this guaranty. You grant Us continuing authority to access, review and update, from time to time, credit reference information, including credit bureau reports pertaining to You. All financial providers are hereby directed and authorized to release to Us any and all information pertaining to any of Your accounts.

Signature or authentication of the Guarantor (an Individual)

X Karen Davidson 12/1/2022  
K05621463014DC... NO TITLE Date

Signature or authentication of the Guarantor (an Individual)

X NO TITLE Date

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**10. INSURANCE.**

During the term of each Schedule, You shall obtain and maintain, at Your own expense property damage insurance against all loss or damage to the Insured Equipment (as defined below), including, without limitation, loss by fire, theft and such other risks of loss as are customarily insured against on the Insured Equipment, in amounts acceptable to Us, naming Us as loss payee ("Physical Damage Insurance"). "Insured Equipment" means, collectively: (i) the Equipment, (ii) any services and/or software related to the Equipment, and (iii) if applicable, any remaining balance from previous leases or loans that is being refinanced under the EFA. If requested by Us, you shall also obtain and maintain, at Your own expense, liability and third party property damage insurance in amounts acceptable to Us, naming Us as an additional insured. In each case, such insurance shall be with such carriers and in such policy forms acceptable to Us. All policies must provide that We be given thirty (30) days' written notice of any material change or cancellation. You agree to provide Us with certificates or other evidence of insurance acceptable to Us. If You do not provide Us with evidence of acceptable Physical Damage Insurance, We have the right, but not the obligation, to obtain Physical Damage Insurance covering Our interest in the Insured Equipment for the term of each Schedule, and renewals. You agree to cooperate with Us, Our insurer and Our agent in the placement of coverage and with claims. Any Physical Damage Insurance We obtain will not insure You against third party or liability claims and may be cancelled by Us at any time. In the event We obtain the above-described Physical Damage Insurance, You will be required to pay Us an additional amount each month for the insurance premium and an administrative fee. You agree that We, Our affiliates, and/or Our Agents may make a profit in connection with the Physical Damage Insurance We obtain. The cost may be more than the cost of obtaining Your own Physical Damage Insurance. If You later provide Us with evidence that You have obtained acceptable Physical Damage Insurance, We will cancel the Physical Damage Insurance We obtained. The Physical Damage Insurance We obtain (1) will not name You as an insured, additional insured, or loss payee; (2) will not provide You with liability and third party property damage insurance; (3) may not pay any claim that You make; (4) will not pay any claim made against You; and (5) may be cancelled by Us at any time. We may negotiate and settle for Our benefit all Physical Damage Insurance claims and all liability insurance claims involving Us or the Insured Equipment and may sign or endorse Your name on any draft, check or instrument representing insurance proceeds covering the Insured Equipment. We shall retain any Physical Damage Insurance proceeds up to the full amount owed under the EFA. You will remain responsible for any deficiency.

**11. PAYMENTS, INTERIM PAYMENT, FEES & OTHER CHARGES, RATE FACTOR:** You agree and promise to pay Us the periodic payments for the term (including any extensions) of the EFA in accordance with each Schedule plus any applicable sales tax, use tax or property tax and all other amounts described herein that are to be paid to Us under the EFA. You agree to reimburse Us for all fees, charges and penalties We may incur as the result of Your bank rejecting any automated clearing house (ACH) debits or credits due to insufficient funds or as the result of the bank account You provided to us in the Electronic Payment Authorization (or otherwise) (the "Authorized Account") not being properly configured for ACH transactions. We have the right to apply all sums received from You to any amounts due Us pursuant to the EFA. You agree to pay Us a nonrefundable documentation fee plus all other reasonable fees associated with the EFA, including, but not limited to, credit inquiry, site inspection, appraisal, UCC search and filing, titling fees and costs, including a servicing fee of up to \$379, unless otherwise noted, payable upon termination of each Schedule. Your signature or other authentication is an irrevocable offer to enter into the EFA. In the event that You sign or otherwise authenticate the EFA, but the EFA is not commenced, the advance payments, documentation fee and security deposit may be retained by Us to compensate for Our documentation, processing and other expenses. A late payment charge of the greater of \$15 or 15% of the amount due will be assessed on any payment not paid within 3 days of the due date; interest on any delinquent amount due may be charged from the due date until paid at the highest legal rate. You also agree to pay Our standard NSF fee of \$35 for each payment returned for insufficient funds. You agree to pay Us upon receipt of Your first invoice "Interim Payment" in an amount equal to 1/30<sup>th</sup> of the monthly payment, multiplied by the number of days from the Commencement Date to the first regular payment due date. Interim Payment is in addition to sum of the regular monthly payments You are obligated to pay for the term of the EFA. **Rate Factor:** Each monthly payment includes, in addition to reimbursement of Equipment cost or loan amount, a return on Our investment expressed as the rate factor which can be characterized as a finance charge. Equipment cost or loan amount is the payment divided by the Rate Factor. The total dollar amount of the finance charge is equal to the payment times the term plus the processing fees less Equipment cost or loan amount.

**12. TAXES:** You agree to pay when due or at a frequency set by Us all taxes (including sales, use, and personal property tax, fines and penalties) and fees relating to the EFA or the Equipment. If We make payment on any of the above, You agree to reimburse Us.

**13. EQUIPMENT OWNERSHIP:** You are the owner of the Equipment under each Schedule as applicable and have title to the Equipment subject to Our lien. You agree to keep the Equipment free and clear of all liens, claims and encumbrances. We have the right to inspect the Equipment at any time during Your regular business hours upon two (2) business days' prior written notice (provided that such notice period shall not apply upon the occurrence and continuance of a Default).

**14. UCC FILINGS:** To secure Your obligations under the EFA, You hereby grant Us a first priority security interest in the Equipment set forth in each Schedule and authorize Us to file UCC Financing Statements or similar instruments in Our Name or that of Our secured party representative to perfect such interest. "Equipment" includes all replacements, parts, repairs, additions, accessions and accessories incorporated in the Equipment or affixed to the Equipment and any and all proceeds of the foregoing, including, without limitation, insurance proceeds. To secure Your obligations under the EFA, You also hereby grant Us a security interest in all of your right, title and interest in and to all of your chattel paper, goods, inventory, equipment (other than the Equipment), accounts, accounts receivable, documents, instruments, general intangibles, payment intangibles, investment property, rents, income, securities, fixtures and other property, whether now existing or owned by You or hereafter arising or acquired by You, and in all proceeds, including insurance proceeds, thereof (collectively, "Collateral"), and authorize Us to file UCC Financing Statements or similar instruments in Our Name or that of Our secured party representative to perfect such interest.

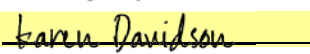

**15. DEFAULT & REMEDIES:** You will be in default if: You fail to make any required payment under the EFA when due; You fail to perform any other obligation of the EFA or other agreement with Us or our affiliates; any representation or warranty made by You is false; a material adverse change (as determined by Us) occurs in Your financial condition or We believe the prospect of payment is impaired; You enter or have entered against You insolvency, bankruptcy or similar proceedings; the death of a personal guarantor occurs or You attempt to repudiate or revoke any agreement with Us ("Default"). If You are ever in Default, We, with or without notice to You, may initiate, and You hereby authorize Us to initiate, ACH debit entries at any time to the

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Authorized Account for all past due amounts (inclusive of any late payment charges, NSF fees and other amounts you are obligated to pay us under the EFA); may retain Your security deposit; terminate or cancel the EFA or any of Our obligations to You, require that You pay the unpaid remaining payments (discounted at 4%), the amount of any purchase option and late charges, taxes, fees and interest on the same; (all such foregoing amounts added together, the "Default Amount"); sue for and recover from You any and all amounts due Us; enter the Equipment and Collateral location and repossess and remove, or render unusable, the Equipment and Collateral; require You to make the Equipment and Collateral available to Us at a location determined by Us; sell or lease the Equipment and Collateral to any party without notice under such terms and conditions as We alone shall determine; refer the EFA to an attorney for collection and pursue all other remedies available to Us under the EFA, any agreement, any applicable law or the UCC. You agree to pay all costs and expenses related to collection or repossession, including attorneys' fees (including attorneys' fees incurred post-judgment). You agree that any delay or failure to enforce Our rights under the EFA does not prevent Us from enforcing any rights at a later time. **You agree that We will not be responsible to pay You any consequential or incidental damages you claim under the EFA.**

**16. FAX & ELECTRONIC DOCUMENTS:** No modification to the EFA as supplied by Us to You shall be effective unless agreed to in writing or other authentication by Us. A fax, copy or electronically affixed version of Your signature on the EFA when received by Us shall be binding on You for all purposes as if originally signed. The EFA shall only become binding against Us when actually signed or otherwise authenticated by Us. If a printed version of the EFA is used and maintained by Us in paper form, both You and We agree that the only version of the EFA that shall constitute the sole authoritative version for all purposes is the version containing Our original, copy or electronically affixed signature and Your original, fax, copy or electronically affixed signature. Both You and We hereby agree that the EFA may be authenticated by each party by electronic means, and expressly consent to the use of an electronic version of the EFA to embody the entire agreement and the understanding between You and Us. Both You and We hereby agree that an EFA that is authenticated by You and delivered to Us in scanned or other digital form (such as via a .PDF file) and authenticated by Us shall be considered an electronic version of the EFA. An electronic version of the EFA shall be fully enforceable without the need to produce a printed version; provided, however, You shall provide Us with Your original scanned version upon request. If an electronic version of the EFA is used and maintained by Us in an electronic vault, both You and We agree that the only version of the EFA that shall constitute the sole authoritative version for all purposes is the version which has been authenticated by You and Us in accordance with applicable law and controlled by the "owner" (pursuant to the rules and regulations of DocuSign); provided that if the "Paper Out" process shall have occurred pursuant to the DocuSign product Reference Guide (or comparable rules of any successor electronic custodian), and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the EFA, then the "Paper Out" printed version of the EFA as identified in the DocuSign audit record and corresponding affidavit shall constitute the sole authoritative version for all purposes. You wish to continue to receive information at Your fax and/or email addresses. The EFA may be executed in any number of counterparts, and all such counterparts, taken together, shall constitute one and the same instrument. Reference herein to "DocuSign" shall mean DocuSign, Inc., San Francisco, CA, or any successor electronic custodian used by Us.

**17. CELL PHONE CONSENT:** You agree that by providing Us with a telephone number for a cellular phone or other wireless device, You are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from Us and Our assigns, affiliates and agents to You at that number. This express consent applies to each such telephone number that you provide to Us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

<b>ACCEPTED:</b>	
Customer: Planet One Packaging, LLC	
X 	12/1/2022
Karen Davidson	Date
Secured Party: First-Citizens Bank & Trust Company	
X 	12/13/2022
Elsy Salzman	Date



**MASTER EFA AGREEMENT #ME01982402**  
**ELECTRONIC PAYMENT AUTHORIZATION**

**Electronic Payment:** You authorize Us to initiate debit and/or credit entries on the due dates for the amount(s) due pursuant to each Schedule to the depository account designated and authorize the Bank designated to debit and/or credit same to such account. You acknowledge that the operating rules of the National Automated Clearing House Association (NACHA) govern automated clearing house (ACH) transactions involving such account. You certify to Us and agree that: (i) such account is a business or commercial bank account that is enabled for ACH transactions and is not "consumer bank account" (as defined below), and (ii) You will not transact business with Us, including receiving payments from Us or making payments to Us, through a consumer bank account. A "consumer bank account" is a deposit account established primarily for personal, family, or household purposes. A breach of the foregoing certification and agreement shall be Default under the EFA. This agreement shall continue until Bank has received written termination thereof from You and Us.

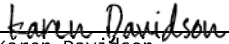
Please Complete:

wells Fargo	Ventura	Ca
Bank	City	State

<b>Redacted</b>	
Bank Routing No.	Account No.

AND: Please Provide a Copy of a Voided Check

ACCEPT: Planet One Packaging, LLC

DocuSigned by:		
X 		12/1/2022
Karen Davidson	member	Date
<small>B5E231A5D0314DC...</small>		

**PLANETONE PACKAGING LLC**  
3036 SEABORG AVE, SUITE A  
VENTURA, CA 93003-1400

**WELLS FARGO BANK, N.A.**  
www.wellsfargo.com  
16-24/1220

PAY TO  
THE ORDER  
OF

Date  
\$

D

VOID

Memo

Redacted

AUTHO



155 Commerce Way, Portsmouth, NH 03801 | Ph: 800-999-9942

### Addendum to Master Equipment Finance Schedule

This Addendum ("Addendum") shall amend Schedule #: DCC-1777218 to Master Equipment Finance Agreement No: ME01982402 by and between Planet One Packaging, LLC ("Customer") and CIT Bank, a division of First-Citizens Bank & Trust Company ("Secured Party") with reference to the above EFA transaction ("EFA"). All terms and conditions of the EFA not inconsistent with this Addendum shall be and remain in full force and effect.

Customer hereby authorizes Secured Party to correct the following:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Lessee/Company Name | <input type="checkbox"/> Advance Payment | <input type="checkbox"/> SignorTitle            |
| <input type="checkbox"/> Equipment Location  | <input type="checkbox"/> Rate Factor     | <input type="checkbox"/> EOL Option             |
| <input type="checkbox"/> Terms               | <input type="checkbox"/> BillingAddress  | <input type="checkbox"/> Equipment Description  |
| <input type="checkbox"/> Payment Amount      | <input type="checkbox"/> Processing Fees | <input type="checkbox"/> Payoff(s)/Disbursement |
| <input type="checkbox"/> Security Deposit    | <input type="checkbox"/> SignorName      | <input checked="" type="checkbox"/> Other       |

The Schedule and all other documents given in conjunction therewith shall now read:

**Other:** Commencement Date now should read as 12/14/2022

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum and acknowledge receipt of a true copy hereof on the date(s) indicated below.

**Customer:** Planet One Packaging, LLC

X internal  
Karen Davidson, member (Date)

**ACCEPTED BY First-Citizens Bank & Trust Company**

X LSJ SALMAN 12/14/2022  
(Date)



### EQUIPMENT SCHEDULE #DCC-1777218

Master EFA Agreement #ME01982402

This Equipment Schedule is subject to all of the terms and conditions of the referenced Master EFA Agreement ("Master EFA"), including, without limitation, Section 14 (UCC Filings). Each capitalized term used herein has the same meaning given to it in the referenced Master EFA unless otherwise defined herein. You have reviewed and acknowledge all terms of this EFA. Please sign or authenticate where noted.

**CUSTOMER INFORMATION: Please verify this section and complete any missing information**

Customer: Planet One Packaging, LLC			
Billing Address: 3036 Seaborg Avenue, Suite A			
City: Ventura	State: ca	Zip: 93003	County:
Federal Tax ID: Redacted	State of Incorporation:		
Business Phone: 8053202489	Fax:	Email: karen@planetonepackaging.com	

**EQUIPMENT DESCRIPTION:**

All personal property described below, including all replacements, parts, repairs, additions, accessions and accessories incorporated in such personal property or affixed to such personal property and any and all proceeds of the foregoing, including, without limitation, insurance proceeds, the "Equipment".

Supplier(s):

Printing Equipment; Industrial Ink Jet Printer/ MK-P5 plus accessories (Ink, solvent, power cable, brackets, plate)  
 (1)APM-4D Automatic Capsule Counting Machine

You understand and agree that the collateral description comprising the "Equipment": (i) shall be the collateral description comprising the "Equipment" that is provided in the Schedule that has been executed by both You and Us, and (ii) may be amended or supplemented by Us upon Our receipt of the invoice(s) or comparable documentation issued by the Supplier. Any such supplemented and/or amended collateral description shall supersede in its entirety the collateral description provided in this Schedule and shall comprise the "Equipment". You acknowledge that you are choosing to finance the purchase of this Equipment over time per the terms and conditions of this EFA rather than the cash price listed on the invoice(s).

Equipment Location (if different from billing): 3036 Seaborg Avenue, Suite A Ventura ca 93003

**EFA TERMS and CONDITIONS:**

Your Monthly Payment is set forth below in the box entitled "Monthly Payment", which is due in advance on the due date to be established by Us on our acceptance of this Schedule. This Schedule shall commence upon Our written acceptance or other authentication on the "Commencement Date" (provided below), the occurrence of which is described in the Master EFA. Upon the occurrence of the Commencement Date, this shall become a noncancelable, irrevocable agreement; it cannot be cancelled or terminated.

<b>EFA TERM:</b> 60 Months (term is monthly unless otherwise indicated)  <b>Rate Factor:</b> 0.0303830	<b>MONTHLY PAYMENT:*</b> \$1,247.40  <small>*Inclusive of estimated sales tax (where applicable) that is included in loan amount</small>	<b>UPFRONT PAYMENT AMOUNTS:*</b> Security Deposit \$1,247.40 Advance Payment w/ Estm. Tax \$1,247.40 Processing Fees \$149.00  <small>*Inclusive of estimated sales tax (where applicable) that is included in loan amount</small>
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**Delivery Guaranty Option:** If this option is elected, in reliance on Your promise to pay Us and subject to EFA terms, We may, subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this EFA will commence immediately and are absolute and unconditional. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as Supplier(s), manufacturer, vendor, installer or carrier, and shall not: (i) assert against Us any claim or defense that You may have with the Equipment, installation or delivery and (ii) withhold, set off or reduce any payment due under this EFA by reason thereof. Election of the Delivery Guaranty Option is made separately.

**Pay Proceeds Direction:** You hereby irrevocably instruct Us to disburse proceeds of this EFA to the Supplier(s) listed above in the amounts listed on the attached Invoice(s). Disbursement by Us in accordance with these instructions shall be and constitute payment and delivery to and receipt by You of any and all such proceeds.

**Payment Adjustment:** You agree that We may adjust the Monthly Payment (as set forth above in the box entitled "Monthly Payment") upward or downward, as the case may be, in proportion to any variation between the final Equipment cost and the estimated Equipment cost and/or any variation between the final sales tax amount (where applicable) that is included in the loan amount and the estimated sales tax amount (where applicable) that is included in the loan amount, in each case upon which the original Monthly Payment set forth above was based. You so authorize Us to make any such adjustment.

**Equipment Purchase:** If the Delivery Guaranty Option is not applicable, You authorize Us to pay Supplier(s) pursuant to the attached Invoice(s) and Your Pay Proceeds Direction. Upon signing or authenticating below, Your promises herein will be irrevocable and unconditional in all respects.

**EFA ACCEPTANCE:**

Customer Signed by: Planet One Packaging, LLC <input checked="" type="checkbox"/> <u>Karen Davidson</u> 12/1/2022 Karen Davidson member Date <small>B5E231A5D0314DC...</small>	DocuSigned by: Secured Party: First-Citizens Bank & Trust Company <input checked="" type="checkbox"/> <u>Authorized Representative</u> <small>on behalf of First-Citizens Bank &amp; Trust Company</small> <small>Authorized by member to CIT Bank, N.A.</small> <small>F9A299C139ED0413...</small> Commencement Date: 12/13/2022
---	---



**Please remit to the nearest location among the following**  
 Central: Dept CH 17128, Palatine, IL 60055-7128  
 Western: Dept LA 22198, Pasadena, CA 91185-2198

Please make checks Payable to: Keyence Corp. of America  
**Amounts due may be remitted by wire transfer**  
 To: Citibank, N. A. 1-800-285-1709 (Option 2)  
 ABA# 021 000 089  
 Account: Keyence Corp. of America  
 # 63769626 (Checking)  
 By order of: Invoice No.

**Invoice**

Invoice Date	Invoice No.	Page
12/09/22	1002819944	1

Keyence Corporation of America  
 Credit Control Dept.

TEL: 201-930-0100 Ext. 70300  
 FAX: 201-930-0950  
 Email: AR@keyence.com  
 Taxpayer I.D. NO.: 33-0087345

Sold to : Planet One Packaging, LLC 3036  
 Seaborg Avenue Suite A.  
 VENTURA, CA 93003

Ship to : Planet One Packaging, LLC  
 3036 Seaborg Avenue  
 Suite A.  
 VENTURA, CA 93003

Order Date	Customer No.	Purchase Order No.	Ship Via	Ship Date	Terms
12/07/22	298146	AA-1777218	CHR LTL Ground	12/09/22	NET 30
Item	Item Description	Taxable Unit	Unit Price	Qty	Ext Price
<b>Line Comment</b>					
MK-G1000	Industrial Inkjet Printer Standard Model	pcs		2	
Serial Number: 867321 731661					
MK-P5	Console for MK-G Series	pcs		2	
Serial Number: 8W0N000117 8W0N000131					
MK-D1A	Dock for MK-G Series	pcs		2	
Serial Number: 9W0N000436 8W0N000217					
MK-B1W	Backup Module for MK-G Series	pcs		2	
Serial Number: 9W0N000143 9W0N000150					
OP-35373	Mounting Bracket for MK	pcs		2	
Serial Number: 00022A0261 00022A0299					
OP-77251	AC Cable for USA/Canada	pcs		2	
Serial Number: 0J02290361 0J02290329					
PZ-G102CB	Self-Contained Photoeye Barrel Reflective, M12 QD, Bipolar	pcs		2	
Serial Number: 00N90909 00N90908					
OP-88067	Oil Resist. Quick Disconnect Cable PUR cable, 4-pin, 5m length	pcs		2	
Serial Number: 04N70294 04N70213					
OP-78632	Trigger Mounting Bracket for MK	pcs		2	
Serial Number: 0H02290392 0H02290426					
THANK YOU FOR YOUR ORDER			<b>Sales Amount</b>	17,418.00	
KEYENCE CORP. OF AMERICA			<b>Misc. Charges</b>	0.00	
CUSTOMER SERVICE			<b>Shipping &amp; Handling</b>	850.00	
TEL: 888-539-3623 EXT#28761 FAX: 855-539-0123			<b>Sales Tax</b>	0.00	
Credit Department					
TEL: 201-930-0100 EXT#70300 FAX: 201-930-0950			<b>Invoice Total</b>	18,268.00	
			<b>Amount Due</b>	USD	18,268.00

\* Type : Order

\*\*HS Codes provided for general information purposes only. Keyence is not responsible for any custom clearance issues if HS codes used by a third party for import purposes.\*\*

\* Tracking# : YAXVK82BPTH884



Date: 12/05/2022

Planet One Packaging

3036 Seaborg Avenue, Suite A, Ventura, CA, 93003.

Contact Person: Karen Davidson

Tel: 805-320-2489

PROFORMA INVOICE FOR APM-4D AUTOMATIC COUNTING MACHINE

PRODUCT	QTY	TOTAL PRICE
APM-4D Automatic Capsule Counting Machine	1	\$22,788

**INCLUDED:**

Free Shipping.

Lifetime after-sale service.

Free Shipping.

Free Virtual Installation.

Payment Terms: 100% Payment Due Upfront before the machine is shipped.

Delivery Time: 10-15 Business Days.

Guarantee Time: Lifetime customer service.

Packing: Wooden case.

**PAYMENT INFORMATION:** (Bank Wire Transfer)

Bank: Bank of America

Account Name: American Pharma Machinery

Account No: 223026430839

Routing No: 026009593

Beneficiary Address: 708 Mourning Dove Lane, Seneca, SC.29678



APM-USA

**TECHNICAL SPECIFICATIONS:**

<b>Model</b>	<b>APM-4D Automatic Capsule Counting Machine</b>
Capacity	20 ~ 40bottles/min
Application	00 ~ 5# capsules, soft capsules, $\Phi 6 \sim 18$ mm round tablets, irregular-shape tablets, tablets with sugar coating, $\Phi 6 \sim 12$ mm pills
Filling volume	2 ~ 9999pcs/bottle, adjustable
Power supply	AC110V/220V, 50 ~ 60Hz, 1Kw
Bottle	10 ~ 500ml round / square bottles
Pass rate	More than 99.7%
Machine size	2800×670×1550, mm
Package size	Wooden case, 2900×780×1600, mm
Machine weight	400Kg



## PREPAYMENT ADDENDUM

### Eq. Schedule No. DCC-1777218

This Prepayment Addendum (“Addendum”) supplements and amends that certain equipment finance agreement identified by the schedule number set forth above (“Schedule”) between CIT Bank, a division of First-Citizens Bank & Trust Company, as secured party (“CIT Bank, a division of First-Citizens Bank & Trust Company”), and Planet One Packaging, LLC, as customer (“Customer”), and pertaining to the property being financed by and described in the Schedule. The following is hereby added as a new section to the Schedule:

**“Prepayment:** Notwithstanding any other provision of this Schedule to the contrary, and provided no Default has occurred under this Schedule or any other agreement with CIT Bank, a division of First-Citizens Bank & Trust Company, Customer may prepay this Schedule at any time, in whole but not in part, by paying CIT Bank, a division of First-Citizens Bank & Trust Company an amount equal to the Unpaid Balance. “Unpaid Balance” shall mean, with respect to this Schedule, as of the date of any such permitted prepayment thereunder, the sum of; (i) all amounts then due and owing by you under this Schedule, plus (ii) the discounted present value of all future monthly scheduled payments to be owed by you during the balance of the term of this Schedule, calculated using a discount rate equal to (A) 4% if the prepayment is made during the first half of the contract term of this Schedule, or (B) the rate that was used by CIT Bank, a division of First-Citizens Bank & Trust Company to calculate the monthly payment amount payable under this Schedule if the prepayment is made during the second half of the contract term of this Schedule, plus (iii) plus all applicable taxes, if any, arising out of such prepayment. CIT Bank, a division of First-Citizens Bank & Trust Company shall specify the Unpaid Balance which, absent manifest error, shall be binding and conclusive. No prepayment penalty shall be added to the Unpaid Balance.”

You agree that a facsimile or other copy of this Addendum, as executed, shall be deemed the equivalent of an originally executed copy for all purposes, and except as amended by this Addendum, the Schedule remains in full force and effect.

**Customer:** Planet One Packaging, LLC

DocuSigned by:  
X Karen Davidson 12/1/2022  
Karen Davidson 5D0314DC... (Date)

**ACCEPTED BY First-Citizens Bank & Trust Company**

DocuSigned by:  
X Elsy Saliman Orantes 12/13/2022  
Elsy Saliman Orantes F9A299C139ED413... (Date)

# California USA DRIVER LICENSE

FEDERAL  
LIMITS  
APPLY



DL [Redacted]

CLASS C

EX [Redacted]

END NONE

LN DAVIDSON  
FN KAREN DIANE

[Redacted]

DOB [Redacted]

RSTR NONE

DONOR



[Redacted]

[Redacted]

SEX F

HAIR BRN

EYES HZL

HGT [Redacted]

WGT [Redacted]

DD [Redacted]

XD03

ISS

02/08/2021

**Certificate Of Completion**

Envelope Id: 6D1777A37D2A450AB5680116C7424548  
 Subject: Master Agreement DCC-1777218  
 Source Envelope:  
 Document Pages: 9  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Disabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Nicholas Vitullo  
 155 Commerce Way  
 Portsmouth, NH 03801  
 nvitullo@cit.com  
 IP Address: 13.64.30.23

**Record Tracking**

Status: Original  
 12/1/2022 4:00:18 PM  
 Status: Authoritative Copy (1 of 1 documents)  
 12/13/2022 4:46:29 PM

Holder: Nicholas Vitullo  
 nvitullo@cit.com  
 Holder: Nicholas Vitullo  
 nvitullo@cit.com

Location: DocuSign  
 Location: DocuSign

**Signer Events**

Karen Davidson  
 karen@planetonepackaging.com  
 Security Level: Email, Account Authentication (None), Authentication

**Signature**

DocuSigned by:  
  
 B5E231A5D0314DC...

**Timestamp**

Sent: 12/1/2022 4:00:20 PM  
 Viewed: 12/1/2022 4:04:46 PM  
 Signed: 12/1/2022 5:27:51 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 104.182.56.241  
 Signed using mobile

**Authentication Details**

ID Check:  
 Transaction: 31019317762555  
 Result: passed  
 Vendor ID: LexisNexis  
 Type: iAuth  
 Recipient Name Provided by: Recipient  
 Information Provided for ID Check: Address, SSN9, SSN4, DOB  
 Performed: 12/1/2022 4:04:31 PM


Question Details:  
 passed property.purchasedfrom.fake  
 passed vehicle.historical.association.real  
 passed property.association.single.real  
 passed corporate.association.real

ID Check:  
 Transaction: 31019319936395  
 Result: passed  
 Vendor ID: LexisNexis  
 Type: iAuth  
 Recipient Name Provided by: Recipient  
 Information Provided for ID Check: Address, SSN9, SSN4, DOB  
 Performed: 12/1/2022 5:42:38 PM

Question Details:  
 passed college.association.fake  
 failed property.street.in.city.real  
 passed corporate.association.real  
 passed vehicle.historical.association.real

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/1/2022 4:04:46 PM  
 ID: 506dbdc5-e450-4bde-af30-ecda215eb2cf

Elsy Salman Orantes  
 elsymariela.salmanorantes@cit.com  
 Funding Manager  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 on behalf of First Citizens Bank & Trust Company (successor by merger to CIT Bank, N.A.)  
 F9A299C139ED413...

Sent: 12/1/2022 5:27:54 PM  
 Resent: 12/13/2022 4:44:24 PM  
 Viewed: 12/13/2022 4:45:26 PM  
 Signed: 12/13/2022 4:46:27 PM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 206.212.109.211

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	12/1/2022 4:00:20 PM
Envelope Updated	Security Checked	12/13/2022 4:44:20 PM
Envelope Updated	Security Checked	12/13/2022 4:44:20 PM
Certified Delivered	Security Checked	12/13/2022 4:45:26 PM
Signing Complete	Security Checked	12/13/2022 4:46:27 PM
Completed	Security Checked	12/13/2022 4:46:27 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		