

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>MANDI BRASWELL 706-884-6000</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Calumet Bank</div><div>P O Box 4469</div><div>LaGrange, GA 30241</div></div>

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <b>KIMBLES FOOD BY DESIGN, INC.</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>607 HINES STREET</b>		CITY <b>LAGRANGE</b>	STATE <b>GA</b>	POSTAL CODE <b>30241</b>
			COUNTRY <b>USA</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>Calumet Bank</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>101 Calumet Center Road</b>		CITY <b>LaGrange</b>	STATE <b>GA</b>	POSTAL CODE <b>30241</b>
				COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**Purchase Money Security Interest in 21 In Pod Kiosk, 1 In Pod Kiosk-Rolling, 2 Money Manager/Booking Manager, 1 JailATM and 2 Encrypted swipe for debit/credit cards in Shelby County, Alabama Jail and Assignment of Service Agreement between Shelby County, Alabama and Kimble's Commissary Services, a wholly owned division of Kimbles Food by Design. See attached Exhibit "A"; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

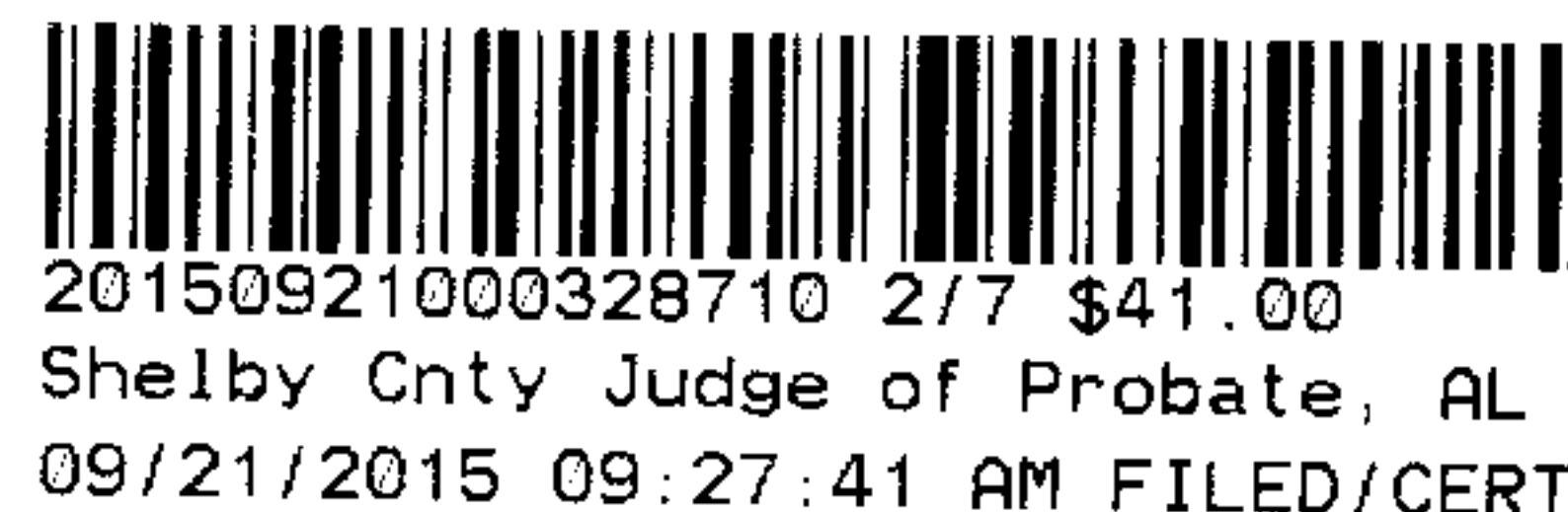
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**400312400**

Exhibit "A"



**Service Agreement**  
**Kimble's Commissary/Shelby County, AL**

This Service Agreement is by and between Shelby County AL. ("Customer") and Kimble's Commissary Services, a wholly owned division of Kimble's Foods By Design., ("we," "us," or "Provider"). Except as otherwise provided herein, this Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties, and shall be effective as of the date of execution. This agreement consists of six (6) pages. The Customer desires that Kimble's Commissary provide commissary services to the inmates housed in the Shelby County Jail and provide related software and equipment according to the terms and conditions in this Agreement, and in compliance with the Commissary Service Proposal heretofore submitted to customer and according to the Schedule and Work Orders, all of which are incorporated by reference into this Agreement; the Provider agrees to provide commissary services to the inmates housed in the Shelby County Jail and provide related software and equipment according to the terms and conditions in this Agreement, and according to the Schedule which is incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our commissary services (including, without limitation, the related hardware and software) located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related commissary services, in lieu of any other third party providing such commissary services, including without limitation, Customer's employees, agents or subcontractors. Customer further agrees that the Applications will not be used to sell items or services to inmates without the expressed permission of the Provider. Customer grants Provider the exclusive right to operate a financial kiosk(s) designed for the purpose of funding inmate accounts or providing any financial service, goods or services to inmates housed in the correctional facility. The facility agrees to utilize Kimble's Lobby kiosk, booking kiosk and web deposits. Utilizing a third party kiosk or software to facilitate deposits into an inmate's trust fund account is strictly prohibited without Provider's consent.

Term. Notwithstanding the three (3) year term originally proposed by provider, the "Term" of this Agreement shall commence on or about September 14, 2015 and shall begin with the delivery of the first commissary order and will continue for twelve (12) months thereafter. At the expiration of the original term the Agreement shall renew for two (2) year periods unless one of the parties notifies the other thirty days (30) prior to the expiration of their intention to terminate the agreement. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

Software License. We grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any





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third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third party End User License Agreements. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not knowingly (i) permit a third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

Confidentiality. The System, Applications, and related data and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent except as may be required by law. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall knowingly only access the Software with computer systems that have effective firewall and anti-virus protection.

Insurance. We maintain comprehensive general liability insurance having limits of not less than \$1,000,000.00 in the aggregate. Customer shall be named as an "additional insured" pursuant to said policy without additional cost to customer. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle, at provider's expense, any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to reasonably assist us with our defense of any such claim, demand, or cause of action.

Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default to the sole satisfaction of the other party within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

Limitation of Liability. Notwithstanding anything to the contrary in this agreement, neither party shall have any liability for indirect, incidental, special, or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits.

Uncontrollable Circumstance. Both parties reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside their control related to the Facilities operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions taken for security reasons (such as lock-downs) negatively impact business; however, neither shall unreasonably exercise such right. Further, Customer and Provider acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing





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contained herein to the contrary shall restrict either party from taking any steps necessary to perform in compliance therewith. Specifically, should the Sheriff's Office annual sales fall below 80% of solicitation stated 2013 total sales Kimble's will not be held liable for the full guaranteed annual commission and reserves the right to renegotiate total guaranteed annual commission and related payment terms.

Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section.

Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits, Schedules and the Commissary Service Proposal submitted by Provider, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

The following Schedule is between Kimble's Commissary and Shelby County, AL and is part of and governed by the Master Services Agreement executed by the parties.

Application: We will provide the following Applications:

- ✓ Kimble's Commissary "Lockdown" trust fund accounting software
- ✓ Kimble's will furnish and program One (1) JailATM Lobby Kiosk capable of accepting cash, credit/debit cards – \$3.25 cash deposit fee, 10% deposit fee on credit/debit cards (\$3.25 minimum)



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- ✓ Kimble's will furnish Two (2) Booking manager for inmates to deposit funds into their own account upon booking
- ✓ Kimble's will furnish and program Twenty Two (22) dormitory kiosks including 21 wireless and 1 mobile unit to assist with commissary ordering, inmate balance information, email, inmate inquiries, grievances, posting of inmate handbook. Emails will be available to inmates as well as family and friends at \$.50 each with \$0.10 commission remitted back to Shelby County.
- ✓ Kimble's will furnish remote video visitation for use by inmates and their loved ones. Video Visits will be priced at \$0.50 per minute per 15 minute visit with \$0.10 per minute per visit commission remitted back to Shelby County. Should the County wish to forgo commission each video visit will be priced at \$0.40 per minute per 15 minute visit.
- ✓ Kimble's will mount all dorm/booking/lobby kiosks, server, administrative computer, printers and any other associated commissary related equipment.
- ✓ Kimble's will furnish all Necessary Administrative Hardware – to include approximately One (1) computer, Two (2) report printers, six (6) receipt printers, four (4) card swipes and one (1) server.
- ✓ All Necessary Staff– Kimble's will provide on-site staff to perform all commissary related functions including but not limited to distributions, credits, clearing of lobby and booking kiosks and bank deposits
- ✓ Kimble's will furnish the ability for family and friends to place funds on an inmate's account via [www.jailatm.com](http://www.jailatm.com). - 10% fee on credit/debit cards (\$3.25 minimum)
- ✓ Kimble's will provide inmate release debit cards at no cost to the County.
- ✓ Integration with County's JMS, Intergraph at no cost to the County – this assumes no cost to Kimble's for the interface.
- ✓ Integration with Inmate Phone Company, NCIC for the purpose of commissary by phone and debit calling at no cost to the County.
- ✓ Twenty Four (24) hour monitoring of on-site equipment to ensure proper operation as well as off-site data backup at a minimum of once every 24 hours
- ✓ Kimble's will install Lockdown software on computers owned by the county as approved by the Sheriff for use by facility staff.
- ✓ Kimble's will be responsible for the payment of all applicable taxes on items purchased by inmates. The pricing on menus presented to inmates to purchase goods shall include all applicable taxes.
- ✓ Kimble's will pay a rebate commission of 37% to Shelby County on net sales through commissary at the Shelby County Jails. Net sales is defined as total sales minus postal items (stamps, stamped envelopes) and tax.
- ✓ Kimble's Commissary will provide personal care items, clothing and food products for sale to inmates of the Jail. These items will be listed on a menu agreed upon by the facility staff and Kimble's Foods. The prices of these goods will be reviewed at least on a yearly basis and agreed upon by the facility staff and Kimble's Foods. Both parties agree that fluctuation in market prices may require price adjustments on individual products at intervals more frequent than once each year





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The customer agrees to provide the following;

- ✓ Provide workstations for administrative use by facility staff should the sheriff decide to network with the Kimble's server that meet the following minimum requirements:

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP or better
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megabits downstream and 384Kbits upstream, minimum <b>NOTE:</b> You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

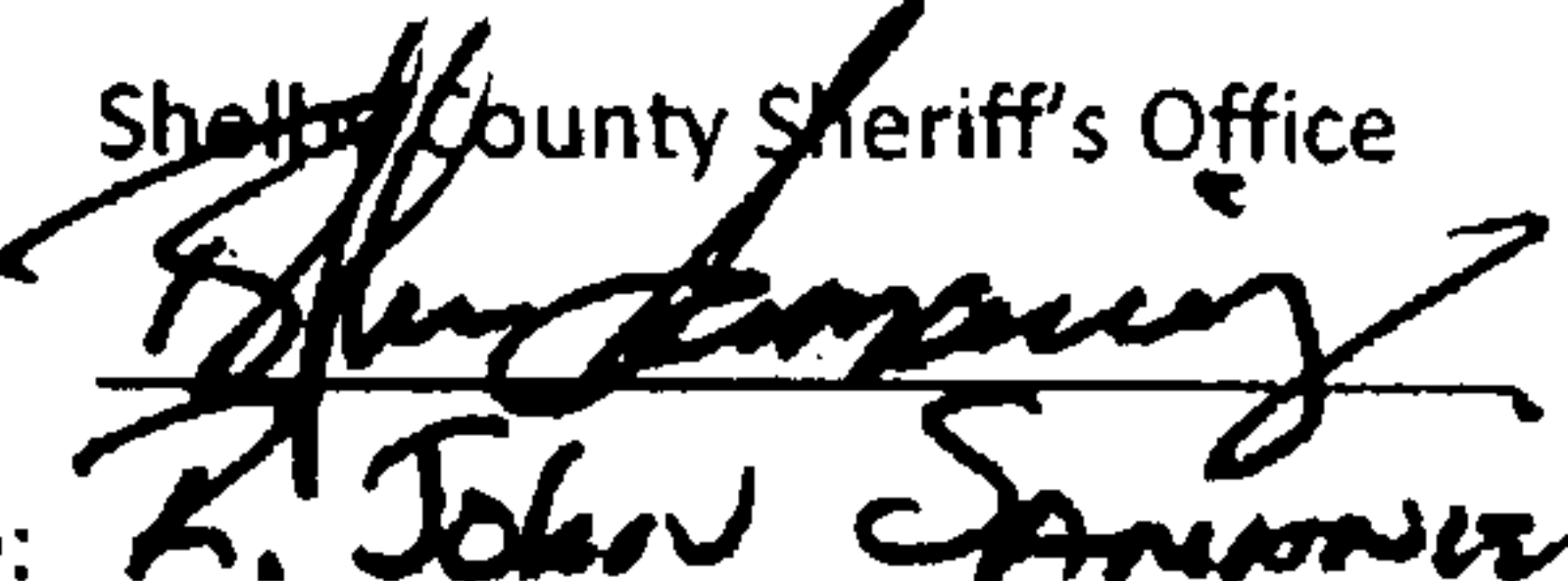
- ✓ High Speed DSL service for use with the Kimble's Server and Twenty Four (24) static IP addresses for the Kimble's equipment
- ✓ 110V service at the installation point for each kiosk. A location for the placement of the Kimble's computer server at the Cat5 termination point for connectivity to the inmate kiosks. Either Cat 5 or wireless network connection for each kiosk.
- ✓ Adequate Wi-Fi service for use with Kimble's Twenty Two (22) dorm kiosks.
- ✓ Provide reasonable access to the facility to Kimble's personnel to service equipment.



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Signature Page

CUSTOMER:

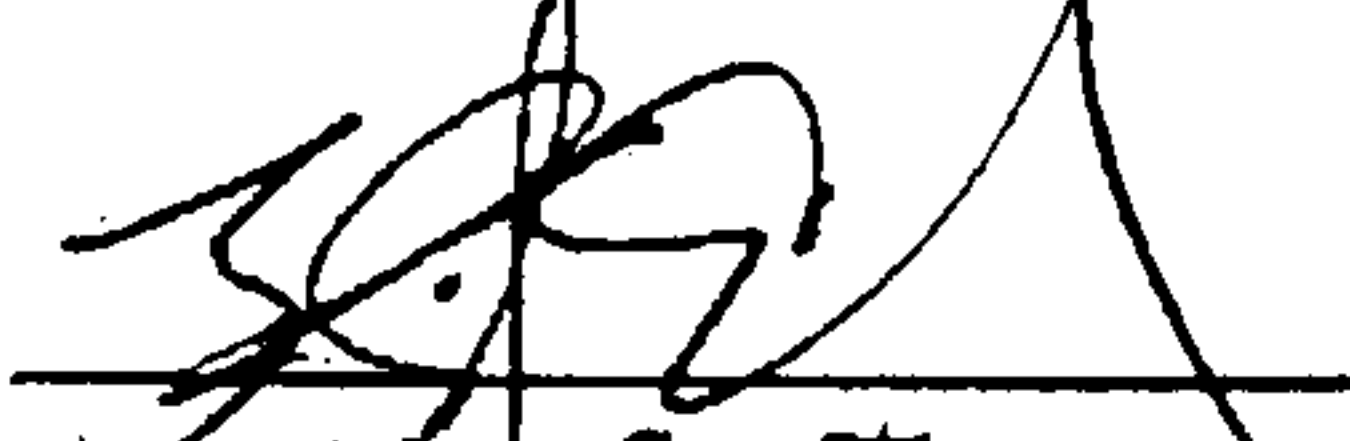
Shelby County Sheriff's Office  
By:   
Name: K. John Sammons  
Title: Sheriff  
Date: 31 August 2015

Customer's Notice Address and Phone:

Shelby County Sheriff's Office  
380 McDow Road  
Columbiana, AL 35051  
Phone: (205) 669-4181

PROVIDER:

Kimble's Commissary Service

By:   
Name: Kimble Carter  
Title: President / Owner  
Date: 09/09/2015

Provider's Notice Address:

607 Hines Street  
LaGrange, Georgia 30241  
Phone - 1-800-252-3660