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Shelby Cnty Judge of Probate, AL
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is executed this the 8th day of Feb, 2010
by and between Outdoor Distributors LLC, (hereinafter "Buyer") and SEDCO, Inc
(hereinafter "Seller").

WHEREAS, Buyer has purchased inventory on open account, and

WHEREAS, Seller had required, as a condition of extending credit on open account, that
Buyer (among other things) execute this agreement to secure all obligations.

NOW THEREFORE, in consideration of the foregoing recitals, and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
Buyer and Seller hereby agree as follows:

1. Liability Secured. This Agreement is entered into as security for the payment of
the amounts owed on open account.
2. Granting Clause. As security for the obligations under the terms and conditions
of having an open account, the Buyer does hereby grant, pledge, transfer, sell,
assign, convey and deliver to the Seller a security interest in, all of the right, title
and interest of Buyer, in and to the Inventory consisting of engines, short blocks,
parts and whole goods and all proceeds or replacements thereof, and the Internet
Domain Names and websites outdoordistributors.com, od-d.com and
landscapepower.com (hereinafter collectively referred to as the "Collateral")
3. Warranties of Title, etc. The Buyer hereby: (a) covenants with the Seller, his
successors and assigns that the Buyer is the lawful owner of the Collateral and
has the right to sell, assign, convey and grant a security interest in the same and
that the Collateral is free and clear of all encumbrances and security interests
(other than of the Seller); (b) warrants and covenants to forever defend the title
of the Collateral unto the Seller, his successors and assigns against the claims of
all person whomsoever, whether lawful or unlawful; (c) warrants that no
financing statement covering any of the Collateral or any proceeds therefrom is
on file at any public office; and (d) agrees, promptly upon request from the
Seller to join with the Seller in executing one or more financing statements
pursuant to the Uniform Commercial Code in form satisfactory to the Seller and
to pay the cost of filing the same in all public offices wherever filing is deemed
necessary or prudent by the Seller.
4. Taxes and Assessments. The Buyer agrees to pay all taxes, rents, assessments
and charges levied against the Collateral and all other claims that are or may
become liens against the Collateral, or any part thereof, and should default be
made in the payment of the same, the Seller, at his option, may pay the same.

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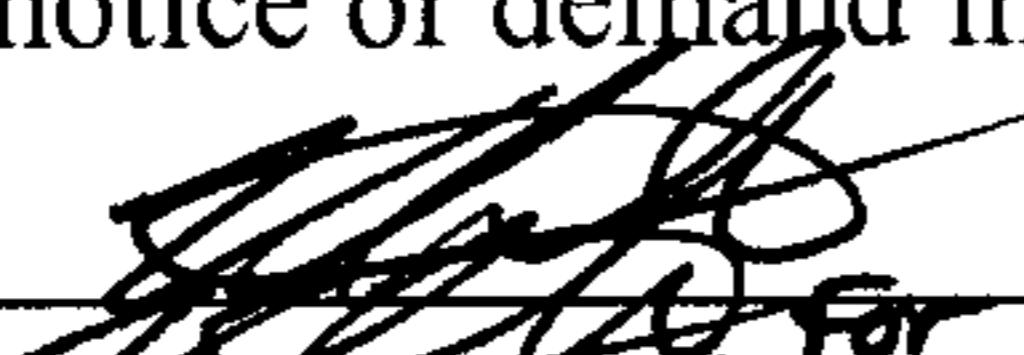
Buyer Outdoor Distributors LLC
Tim D. Belflower

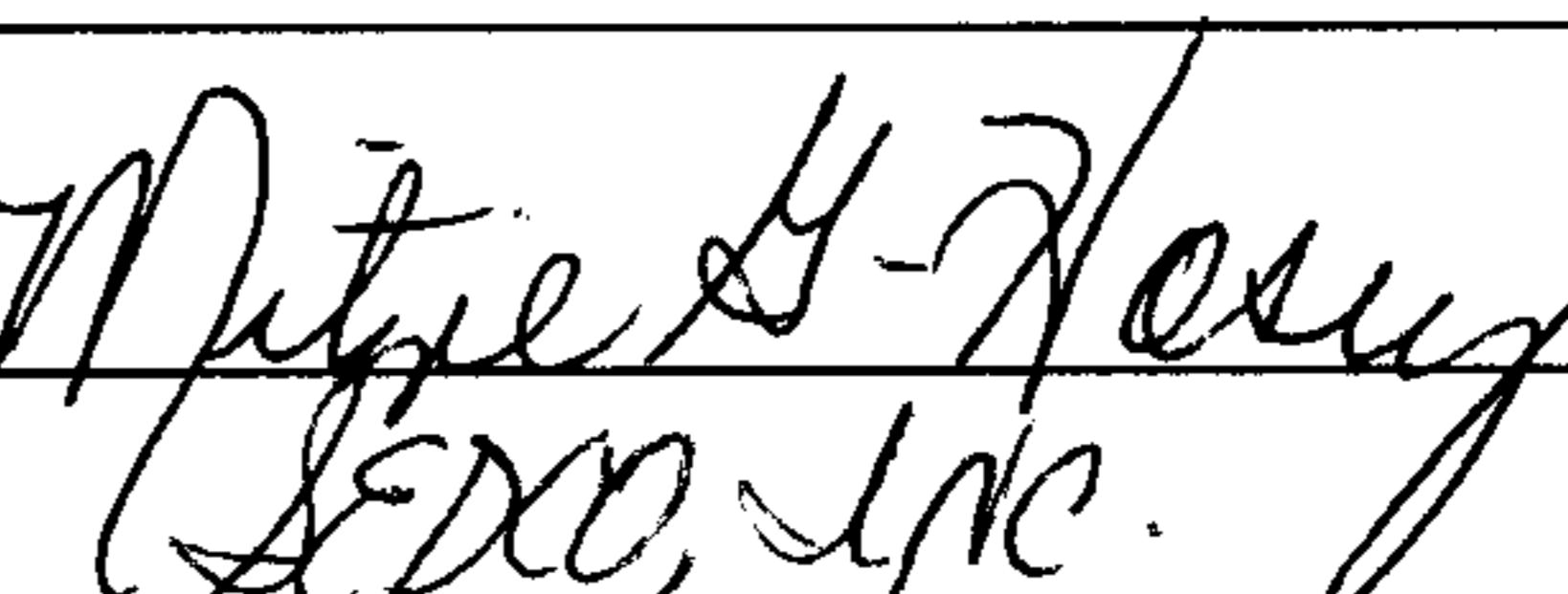
Seller

Metrie G. Veltz
SEDCO, Inc.



5. **Insurance.** For so long as this Agreement shall remain effective, Buyer agrees to maintain insurance coverage on all Collateral secured hereby and further agrees to have Seller named as loss payee on all such insurance policies.
6. **Non-Waiver.** It is agreed that no delay in exercising any right or option given or granted hereby to the Seller shall be construed as a waiver thereof; nor shall a single or partial exercise of any other right, power or privilege. Seller may permit the Buyer to remedy any default without waiving the default so remedied, and Seller may waive any default without waiving any other subsequent or prior default by the Buyer.
7. **Events of Default.** As used in this agreement, the terms "default" or "Event of Default" shall mean the occurrence of a violation or default in the observance or performance of any term, agreement, covenant, condition or stipulation contained or referred to in this agreement or the occurrence of an Event of Default under the terms and conditions of an open account.
8. **Acceleration of Liabilities.** Upon the occurrence of any Event of Default, the Seller shall have the right without further notice to the Buyer to declare the entire unpaid balance of the open account immediately due and payable.
9. **Secured Party's Right After Default.** Upon the occurrence of an Event of Default under this agreement, the Seller shall have, in addition to any other rights under this Agreement or under applicable law, the right upon reasonable notice to the Buyer to take any or all of the following actions at the same or at different times: (a) to collect all Collateral in the Buyer' name and take control of any cash or non-cash proceeds of Collateral; (b) to enforce payment of any collateral, to prosecute any action or proceeding with respect to the Collateral, to extend the time of payment of any and all Collateral, to make allowance and adjustments with respect thereto and to issue credits in the name of the Borrower; and (c) to exercise, in addition to all other rights and remedies of a Seller upon default under the AL Uniform Commercial Code. The net cash proceeds resulting from the exercise of any of the foregoing rights, after deduction all charges, expenses, cost and attorneys' fees relating thereto, including any and all costs and expensed incurred in securing the possession of Collateral and preparing the same for sale, shall be applied by the Seller to the payment on the open account, whether due or to become due, and Buyer shall remain liable to the Seller for any deficiency.
10. **Successor and Assigns.** All covenants and agreements herein made by the Buyer shall bind it and its' respective successors and assigns, and every option, right and privilege herein reserved or granted to the Seller shall inure to the benefit of and may be exercised by the Seller's successors or assigns.
11. **Modification, etc.** No modification, amendment or waiver of any provision of this agreement, any note secured hereby, nor consent to any departure by the Buyer therefrom shall in any event be effective unless the same shall be in writing and signed by the Seller and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Buyer shall entitle either of them to any other or further notice or demand in the same, similar or other circumstances.


Buyer Alan D. Belflower


Seller Marge G. Hesey
SEDO, Inc.

12. Notices. Any request, demand or notices provided in this agreement to be given by either party hereto to the other shall be conclusively deemed to have been given when the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to whom such request, demand or notice is directed, at the following address, or delivered by hand to such party at such address:

(a) if to the Buyer:
7031 Hwy 47, Shelby, AL 35143


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(b) if to the seller:
225 Henry D. Robinson Blvd Pendergrass, GA 30567

13. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the state of AL.

IN WITNESS WHEREFORE, each of the undersigned has executed this agreement on the day and year first above written.

BUYER: Victor Binkerd
Outdoors Inc.
Lyn D. Belflower

STATE of Alabama
COUNTY of Shelby

SELLER: Michele S. Rosay for SEDCO, Inc.

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within name Victor Binkerd Outdoors Inc. Lyn D. Belflower, Michele S. Rosay who acknowledged to me that he/she signed and delivered the above and foregoing instrument on the date and year therein mentioned.

GIVEN under my hand and official seal, this the 8th day of February 2010.

Deanna Schader
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires 4-11-2012