

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

20150309000072690 1/19 \$83.00
Shelby Cnty Judge of Probate, AL
03/09/2015 03:01:45 PM FILED/CERT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

(For County Probate Office Use Only)

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

Mega Distributors Company, LLC

2. The date the Certificate of Formation was filed in the county: 09 / 05 / 2013 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 286 - 719 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: N/A

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State **must** be attached.]

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 03 / 06 / 2015 (format MM/DD/YYYY):

1. Change of member ownership interest from Ruben Espinosa to Maria D. Calderon Guerrero, who will have 100 percent (100%) ownership, and will be the exclusive member. Ruben Espinosa will no longer have any membership interest in this company (see section 2.03 of operating agreement)

2. Change of name and registered agent: The new Registered Agent shall be Maria D. Calderon Guerrero, the new address for RA is: 4998 B. Whitling Drive, Helena, Alabama 35080.

☒ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama* of 1975 and the governing documents of this entity.

3 16 / 2015
Date (MM/DD/YYYY)

x for Ruben Espinosa
Signature as required by 10A-5-2.04

Ruben Espinosa
Typed Name of Above Signature

Member
Typed Title/Capacity to Sign under 10A-5-2.04

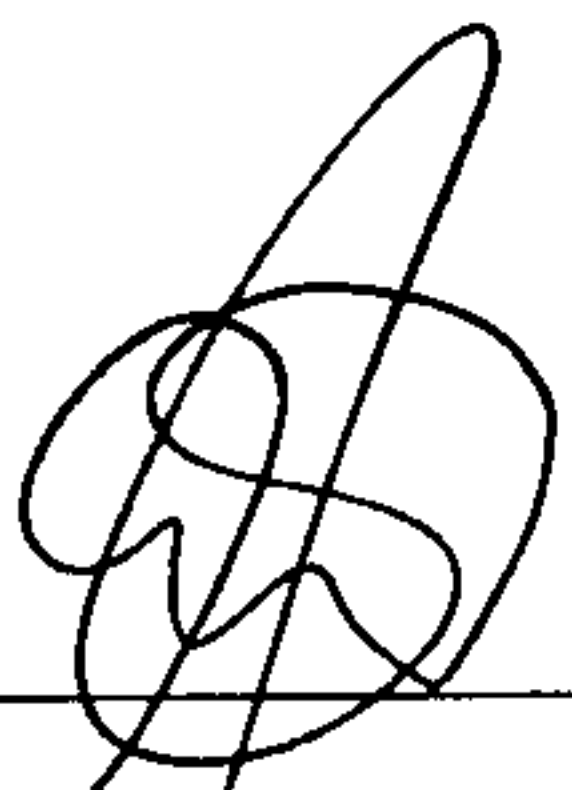
AMENDMENT TO THE OPERATING AGREEMENT OF
MEGA DISTRIBUTORS COMPANY, LLC

IN ACCORDANCE, to the Articles of Organization and Operating Agreement of Mega Distributors Company, LLC, a company registered with the Alabama Secretary of State on September 5, 2013, the following amendments are hereby stated to take effect as of the date this amendment was executed.

I, Ruben Espinosa, as sole member with 100% owning interest in Mega Distributors Company, LLC, hereby amend the Operating Agreement as follows:

1. Ruben Espinosa has disassociated any and all membership interest in Mega Distribution Company, LLC as of the date of this amendment.
2. Maria D. Calderon Guerrero has assumed the complete 100% ownership of Mega Distributors Company, LLC.
3. Maria D. Calderon has purchased all owning interests of the company from Ruben Espinosa in consideration of a purchase price of \$115,000.00, secured by a Promissory Note executed on March 6, 2015, and has capitalized the company with \$115,000.00 in capital investment.
4. Maria D. Calderon shall be the new registered agent, with a mailing address of: 4998 B Whitling Drive, Helena, Alabama 35080.
5. All Articles of Organization and terms of the operating agreement of Mega Distributors Company, LLC shall remain in effect, with exception of above noted amendments.

Agreed to, this the 6th day of March, 2015.



Ruben Espinosa
Its: member


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Maria D. Calderon Guerrero

Maria D. Calderon Guerrero


20150309000072690 4/19 \$83.00
Shelby Cnty Judge of Probate, AL
03/09/2015 03:01:45 PM FILED/CERT

September 01, 2014

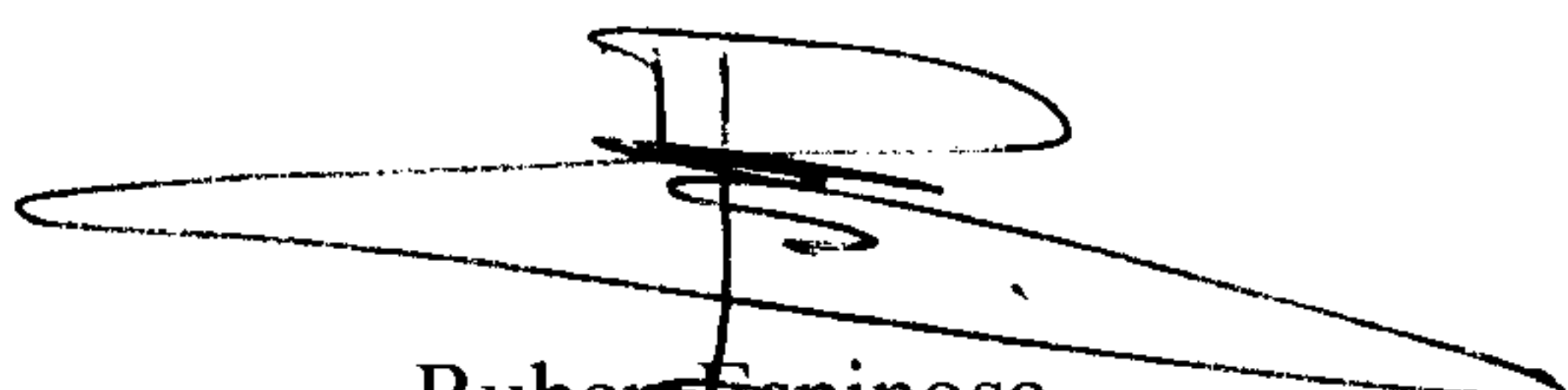
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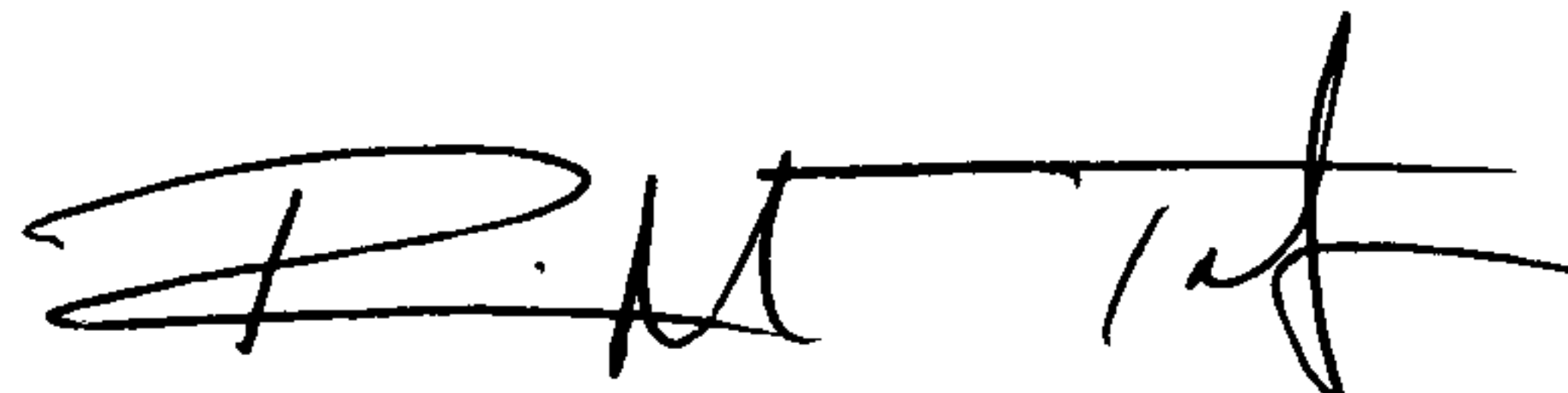
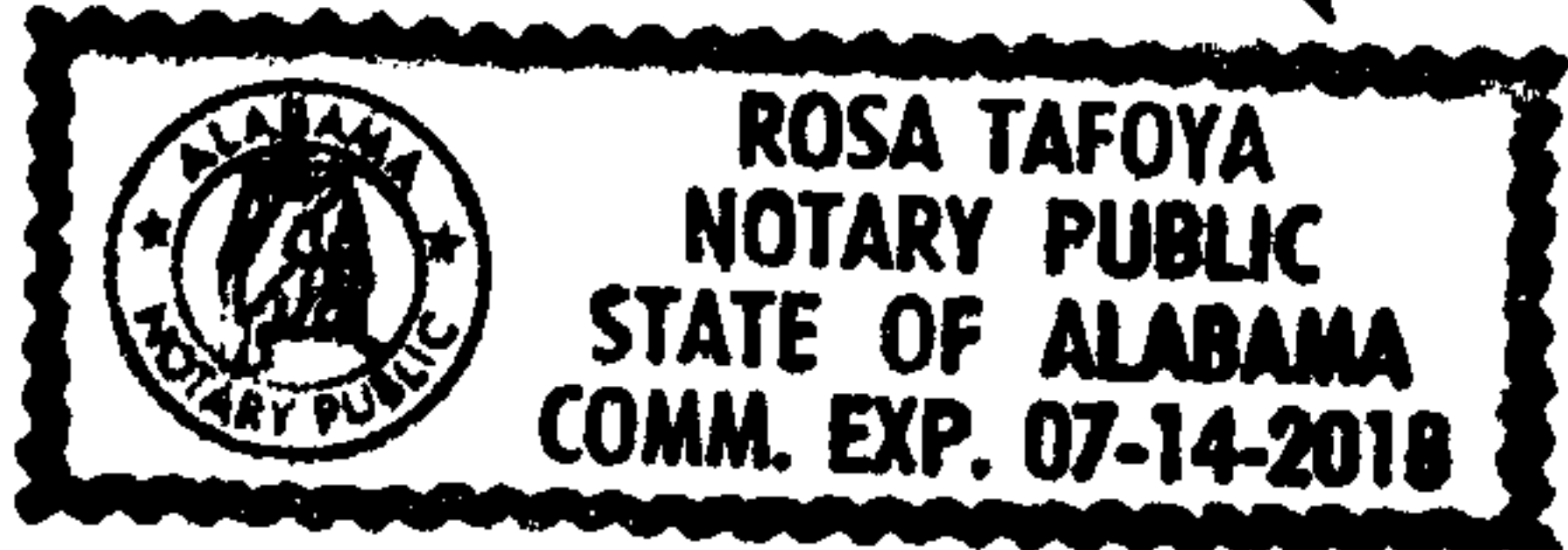
I hereby grant Mrs. Ada I. Abud, broad powers, so on my behalf and representation make the necessary arrangement as described below.

I Ruben G. Espinosa, identifying myself with my DL number 049855301 and fullness of my ability give the powers granted under this document that powers granted effect for a year to sell the company under my name, Mega distributors Company LLC, and all procedures necessary for its operations, buying and selling goods and receive receivables check to my name.

Including any kind of negotiations required for closing the sale and any banking operation required. Likewise presented the identification of Mrs. Ada I. Abud passport E13331473.

Thank you,


Ruben Espinosa


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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") made and entered into this 6th day of March 2015 (the "Effective Date"), by and among MARIA D. CALDERON GUERRERO, (the "Purchaser"); and RUBEN ESPINOSA, sole member of MEGA DISTRIBUTORS COMPANY, LLC (the "Seller").

W-I-T-N-E-S-S-E-T-H

WHEREAS, Seller, as sole member of Mega Distributors Company, LLC, is engaged in the business of Distribution of goods and related services under the name Mega Distributors Company, LLC, located at 4998 Whitling Drive, Suite B, Pelham, Alabama 35124 (the "business"); and

WHEREAS, Seller, as sole member of Mega Distributors Company, LLC leases the real property and improvements thereon where Seller currently conducts its merchandise distribution business at the following location 4998 Whitling Drive, Suite B, Pelham, Alabama 35124 (hereinafter referred to as the "Business Location"); and

WHEREAS, Seller, as sole member of Mega Distributors Company, LLC, currently owns certain of the furniture, fixtures, vehicles, inventory, and equipment (the "Equipment") used by Seller's food and retail goods distribution business and related operations at the Business Location ("warehouse"); and

WHEREAS, Seller desires to sell all ownership, one hundred percent (100%) interest, in Mega Distributors Company, LLC, and Purchaser desires to acquire the one hundred percent (100%) owner interest and all assets (defined below) of Mega Distributors Company, LLC on the terms and conditions described below.

NOW, THEREFORE, in consideration of the mutual promise, covenants and agreements contained herein, Purchaser and Seller agree as follows:

ARTICLE I

- 1.1 **Assets Purchased.** Subject to the applicable conditions as hereinafter set forth, Seller agrees to sell, transfer, convey, assign and deliver to Purchaser at the Closing (hereinafter defined) the following, (sometimes, collectively, referred to as the "Assets"): (a) all of the equipment, furniture, inventory, vehicles, and fixtures as used at the Business Location ("the warehouse") in connection with the Business, including, without limitation, all the assets of Mega Distributors Company, LLC described on Schedule 1.1 attached hereto; (b) the inventory of the Business which is properly "on hand" as of the closing (the "Inventory"); (c) the complete one hundred percent (100%) ownership interest ("the membership interest in the LLC") that Seller owns in and to the trade name "Mega Distributors Company, LLC"; (d) any manufactures' warranties and guarantees in

Seller's possession related to the Assets; (e) all clients lists of Seller; and (f) all accounts receivable of Seller (after the purchase of the business). The "Assets" shall not include: (w) any cash or bank accounts of Seller, (x) any financial books and records of Seller, (y) any assets not owned by Seller, or (z) any "Excluded Assets as identified on Schedule 1.1 attached hereto.

1.2 Condition of Assets. Subject only to the exceptions expressly states herein, Seller shall sell and Purchaser shall accept the Assets in "AS IS" "WHERE IS" condition, with all faults and defects, latent or otherwise.

ARTICLE II

CONSIDERTION

2.1 Purchase Price; Earnest Money.

(a) Subject to adjustment as provided for in Section 2.2, the purchase price for the Assets (the "Purchase Price") shall **One hundred fifteen thousand dollars (\$115,000.00)** payable as follows:

- (i) At Closing, cash or certified funds in the amount of \$60,000; and
- (ii) Delivery of a promissory note (the "Note") in the original principal amount of \$55,000 in substantially the form attached hereto as Exhibit A. Payments shall be made at a rate of \$7,857.14 per month for a total of seven (7) months.

(b) Notwithstanding anything herein to the contrary, the Purchase Price shall be allocated as set forth on Scheduled 2.1 (b) attached hereto (the "Purchase Price Allocation"). Seller pursuant to such Purchase Price Allocation.

(c) In the event that the transaction shall fail to close other than as a result of a breach hereof by Seller, Purchaser shall pay to Seller, as liquidated damages, the sum of one hundred Dollars (100.00). The parties hereby agree that failure of Purchaser to close will result in damage to Seller, the extent of which cannot be readily ascertained and the above described amount constitutes a fair and reasonable estimation of such damage.

2.2 Purchase Price Adjustments.

(a) Seller hereby agrees to pay all personal property taxes and assessments which are past due or have been due upon the Assets prior to the Closing Date and which are the responsibility of Seller. Seller hereby agrees to pay all personal property or sales taxes and assessments which are past due or have been due upon the Assets prior to the Closing Date and which are the responsibility of Seller. All personal property or sales taxes and assessments paid in advance by Sellers or that are not yet due and payable shall be prorated and adjusted between the parties as

of the Closing Date on a per diem basis, and such proration shall be the final settlement of all such taxed between Seller and Purchaser. If current tax bills are unavailable as of the Closing Date, the prior year's tax bills shall be used for proration purposes and shall be the final proration and accepted as final by Sellers and Purchasers.

(b) Except as otherwise provided herein, Seller shall be entitled to all cash on hand and shall be responsible for all expenses relating to the Business for the period ending at 11:59 p.m. on the day prior to the Closing Date and Seller shall be responsible for all expenses relating to the Business on and after the Closing Date. Notwithstanding the foregoing, it is hereby acknowledged and agreed that Purchaser shall be entitled to all accounts receivable related to the Business which are paid and received after the Closing Date, even though services performed may have occurred prior to the Closing Date. Similarly, Purchaser shall be responsible for all claims of any customers occurring on or after the Closing Date, even the actions or inactions giving rise to such claims may have occurred prior to the Closing Date. Without limiting any provision hereof, Seller hereby agrees that it will not discount, rebate or otherwise reduce the accounts receivable of the Business other than in the ordinary course of its business.

ARTICLE III

CLOSING DATE

3.1 Place and Date of Closing. The closing of the Agreement (the "Closing" or "Closing Date") shall take place at 10:00 a.m. on March 6, 2015 at the Law Offices of Albert J. Osorio, (Attorney at Law) (the "Closing Agent"), or at such other time and location as the parties may mutually agree in writing.

ARTICLE IV

DELIVERIES

4.1 Deliveries by Seller. Unless expressly required to be delivered on a specified date or a specified number of days prior to or after Closing, then on or before the Closing Date, Sellers shall deliver or cause to be delivered to Purchaser the following:

- (a) Possession of the Assets;
- (b) Asset Purchase Agreement conveying and assigning the Assets to Purchaser, in a form prepared by Seller's counsel, approved by Purchaser's counsel, and such other instruments and documents of assignment, transfer, conveyance, endorsement and sale, as will be sufficient or required in the opinion of Purchaser's counsel to vest in Purchaser, and its successors and assigns, the full, complete, absolute legal and equitable title in and to the Assets;
- (c) Any manufacturers warranties of all mechanical and electrical machinery, equipment in Seller's possession;
- (d) Resolutions and consents of the Seller authorizing the transactions contemplated herein and designating a single individual as an authorized

representative to execute all closing documents, all in a form satisfactory to the Closing Agent;

(e) Evidence, in recordable form, of satisfaction of any indebtedness which is secured by any security agreement, lien, mortgage, or encumbrance of any nature against the Assets;

(f) A list of all employees, if any, of Seller that are employed as of the date of execution of this Agreement, along with their contact information and current salaries (as applicable);

(g) An acknowledgement, signed by both parties, of the purchase price allocation provided for herein;

(h) An agreement in form reasonably satisfactory to Seller and Purchaser whereby Purchaser can enter into a new lease agreement with the Landlord for the property located at 4998 Whitling Drive, Suite B, Pelham, Alabama 35124, whereby Purchaser can conduct business at that location.

(i) Non-Compete: Seller shall agree, that as part of this Asset Purchase Agreement, and in consideration of the terms of this agreement, Seller shall not compete with the Purchaser and conduct business in any food distribution business in Shelby County, or in any surrounding county within a 100 mile radius, for a period of five (5) years. In addition, Seller shall not induce, or solicit clients that are conducting business with Mega Distributors Company, LLC for the purpose of transferring those clients to another competing business.

(j) Such other documents or instruments reasonably required to consummate the transaction contemplated herein.

4.2 Deliveries by Purchaser. Unless expressly required to be delivered on a specified date or a specified number of days prior to or after Closing, then on or before the Closing Date, Purchaser shall deliver or cause to be delivered to Seller the following:

- (a) The Purchase Price, including the Promissory Note;
- (b) Resolutions and consents of the Seller authorizing the transactions contemplated herein and designating a single individual as an authorized representative to execute all closing documents, all in a form satisfactory to the Closing Agent;
- (c) An acknowledgement in the form of a Promissory Note, signed by both parties, of the purchase price allocation provided for herein;
- (d) Such other documents or instruments reasonably required to consummate the transaction contemplated herein.

Article V

4- Asset Purchase Agreement: Initials: Purchaser M C / Seller A. A.

ACCOUNTS PAYABLE, RECEIVABLE AND CUSTOMER CLAIMS

From and after the Closing Date, Purchaser shall be entitled for all accounts payable of the Business from the date of this transaction forward, and Seller shall be entitled to all accounts receivable up to the date of this transaction. Seller shall be entitled to all cash on hand as of the Closing Date. In addition, Seller shall be responsible for all debts and claims up to the date of closing.

ARTICLE VI

FURTHER ACTS SUBSEQUENT TO CLOSING

6.1 The parties hereby acknowledge that while Purchaser is under no obligation to do so, it intends to attempt to employ certain of Seller's current employees and/or contractors. Seller hereby agrees that it will reasonably cooperate with Purchaser in any such attempts to employ or contract with such persons.

6.2 Purchaser shall have all utilities for the business location placed in Purchaser's name as of the date of Closing and shall do so in a manner to allow the return of any of Seller's utility deposits to Seller.

6.3 All transfer, excise or other taxes payable to any jurisdiction by reason of the sale and transfer of the Assets pursuant to this Agreement shall be collected and paid or provided for at Closing and shall be paid by Purchaser.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Seller Representations and Warranties, Seller hereby makes the following representations, warranties and covenants, each of which is true and correct on the date hereof and will be true and correct on the Closing Date and each of which will survive the Closing and the transactions contemplated hereby:

(i) Seller is the sole member of Mega Distributors Company, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama, and has the requisite power and authority to own, lease, and operate its properties and carry on and operate the Business as and where it is now being conducted and has the authority to enter into this Agreement and the consummation of the transactions contemplated herein, have been duly authorized, will not constitute a breach, violation or default, or create any lien, charge or encumbrance under Seller's organizational documents or any judgment, decree, order, governmental permit, license, agreement, indenture or instrument to which Seller is a party.

(ii) Ruben Espinosa owns all (100%) of the membership interest of Mega Distributors, Company, LLC.

(iii) To the best of Seller's knowledge, Seller has complied with all existing laws, rules, regulations, ordinances, orders, judgments and decrees now or hereafter applicable to the Business and/ or the Store Locations as presently conducted. Seller is not aware of and proposed laws, rules, regulations, ordinances, orders, judgments, decrees, governmental takings, condemnations or other proceedings which would be applicable to the Business, or the operations or properties of the Seller, which might adversely affect the properties, assets, liabilities, operations or prospects of Seller.

(iv) Seller shall be solely responsible for any and all finders fees, brokerage commissions or similar payments arising as a result of, or related to the transaction contemplated herein and with respect to any person engaged by Seller. Seller further agrees to indemnify and hold harmless Purchaser from any and all such claims, costs and expenses, including reasonable attorney's fees.

(v) Seller has good, marketable title to the Assets. None of the Assets shall, at the Closing, be subject to any mortgage, pledge, lien, charge, security interest, encumbrance, restriction, lease, license, easement, liability or adverse claim of any nature. Notwithstanding anything in this Agreement to contrary, Seller makes no warranty or representation concerning the trade name "Mega Distributors Company, LLC" or any derivative thereof and Seller shall only transfer those rights, if any, of Seller in these trade names.

(vi) There is no claim, legal action, suit, arbitration, governmental investigation or other legal or administrative proceeding, nor any order, decree or judgment in progress, pending or in effect, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, the Business or the transactions contemplated by this Agreement, which would have a material adverse effect on the Business or the Assets.

(vii) Seller's does not currently have in effect and has never had in effect any collective bargaining agreement.

(viii) Seller will pay and satisfy all property and excise and other tax obligations, penalties and interest, imposed by any governmental entity in connection with the operation of Business or the use of the Assets prior to Closing, including, but not limited to , all United States, foreign, state, provincial, county and local income, ad valorem, excise, sales, use, withholding, unemployment, social security or other taxes and assessments of or payable by Seller, except for any sales or transfer taxes attributable to the sale or transfer of the Assets to Purchaser which shall be paid as provided above. All taxes, levies and other assessments with respect to the Business and the Assets which Seller is required by law, whether domestic or foreign, to withhold or collect have been duly withheld or collected, and have been paid over to the proper governmental authorities or are held by the Seller for such payment. Seller has or will filed all federal, state and local income, excise or franchise tax returns, real estate and personal property tax returns, sales and use tax returns, employment and withholding tax returns, and all other tax returns required to be filed by them and have paid or will pay all taxes owing by them

except taxes which have not yet accrued or have otherwise become due and for which adequate provisions have been made. Neither the Internal Revenue Service nor the State of Alabama or any other taxing authority is now asserting, or, to the knowledge of Seller, is threatening to assert against Seller any deficiency or claim for additional taxes or any interest thereon or penalties in connection therewith.

(ix) Seller is not in the hands of a receiver, nor is any application for receivership of Seller is pending. No proceeding under any reorganization, arrangement, composition, readjustment, dissolution, rehabilitation, liquidation, or similar proceeding under any provision of any liquidation conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, adjustment of debt or similar law for the relief of debtors or generally affecting the rights of creditors is pending by or against Seller in or before any state or federal court, nor has Seller committed any act of bankruptcy.

(X) To the best of Seller's knowledge, Seller is not in violation of (or aware of any facts that would form the basis for a violation of) any Environmental Laws (as hereinafter defined). Seller has not received any written notice, demand, letter, claim or request for information alleging that Seller is in violation of, or liable under, any Environmental Law. Seller is not subject to any order, decree, injunction or other arrangement with any governmental entity and is no subject to any indemnity or other agreement with any third party relating to liability under any Environmental Law. Other than the express representations and warranties related to the environmental or other physical condition of the Property and Purchaser shall hold harmless Seller from and against any and all fines, fees, penalties and other expenses related to the violation or alleged violation of an Environmental Laws related to the Business or the Store Locations.

As used in this Agreement, the term "Environmental Laws" means the federal, state (including specifically, but not by way of limitation, the State of Alabama), county, municipal, and local environmental, health or safety laws, regulations, ordinances, rules and policies and the common law relating to the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to protection of the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), as the same may be amended or modified, including the Federal Solid Waste Act as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. § 136, et seq., the Federal Hazardous Materials Transportation Act, 48 U.S.C § 1801, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Federal Safe Drinking Water Act, 41 U.S.C. § 300f, et seq.

7.2 Purchaser Representations and Warranties. Purchaser hereby makes the following representations, warranties and covenants, each of which is true and correct on the date hereof and will be true and correct on the Closing Date:

7- Asset Purchase Agreement: Initials: Purchaser M C / Seller A. A

(xi) If organized, at Closing the Purchaser will be duly organized, validly existing and in good standing under the laws of its formation, and has the requisite power and authority to own, lease, and operate its properties and carry on and operate the Business as and where it is now being conducted and has the authority to enter into this Agreement and carry out the obligations hereunder.

(xii) Purchaser shall be solely responsible for any and all finders fees, brokerage commissions or similar payments arising as a result of, or related to, the transaction contemplated herein and with respect to any person engaged by Purchaser. Purchaser further agrees to indemnify and hold harmless Purchaser from any and all such claims, costs and expenses, including reasonable attorney's fees.

(xiv) Except as otherwise provided herein, Purchaser agrees and understands that the Assets are being sold and transferred to Purchaser in their "AS IS" "WHERE IS" condition. Except as expressly provided herein, Seller does not make, and hereby expressly disclaims, any and all warranties, express and implied, regarding the Business and /or the Assets and after Closing Purchaser hereby forever waives and relinquishes any and all claims or causes of action it would otherwise have against Seller related to the same.

ARTICLE VII

CONDITIONS PRECEDENT TO CLOSING BY PURCHASER

8.1 Conditions Precedent to Closing by Purchaser: All obligations of Purchaser hereunder are subject, at the option of Purchaser, to the fulfillment of each of the following conditions at or prior to Closing and the parties shall exert commercially reasonable efforts to cause each such condition to be so fulfilled:

- (a) No Material Adverse Change. Since the date of this Agreement there shall not have occurred any material adverse change in the condition (financial or otherwise) of the Business or the Assets.
- (b) New Leases. Purchaser shall have secured an assignment or new lease, in Purchaser's name, for the business location. Purchaser and Seller hereby agree to cooperate, in good faith, to secure such leases on substantially the same terms and conditions as the existing leases.

These conditions precedent to Closing are for the benefit of Purchaser and may be waived by Purchaser in its sole discretion.

8.2 Conditions Precedent to Closing by Seller: All obligations of Seller hereunder are subject at the option of Seller, to the fulfillment of each of the following conditions at or prior to Closing and the parties shall exert commercially reasonable efforts to cause each such condition to be so fulfilled:

- (a) Existing Leases: Seller's existing leases and all guarantees related thereto shall have been either assigned to Purchaser on term satisfactory to Seller or terminated.

- (b) Indemnity: In the event that no existing lease is assigned to Purchaser (as opposed to be terminated and a new lease executed), Purchaser shall execute an indemnity and release agreement whereby Purchaser agrees to indemnify, release and hold Seller harmless from and against any and all claims, suits and other expenses related to such lease after the Closing Date.

These conditions precedent to Closing are for the benefit of Seller and may be waived by Seller, in its sole discretion.

ARTICLE IX

TERMINATION; DEFAULT OR NONFULFILLMENT; REMEDIES

9.1 Termination of Mutual Agreement. This Agreement may be terminated at any time prior to the Closing Date by mutual written agreement among Purchaser and Seller.

9.2 Default or Nonfulfillment by Sellers. If any condition precedent set forth in Article VIII is not met or waived by a party to this Agreement, or if a party to this Agreement defaults in the performance of any of the party's material obligations under this Agreement, or if a party fails to consummate the transactions contemplated by this Agreement for any reason, then the other party shall have the right to: (a) waive the same and close; or (b) pursue all remedies available to the party at law or in equity including, without limitation, specific performance and damages.

ARTICLE X

MISCELLANEOUS

10.1 Survival of Representations and Warranties. The representations, warranties, agreements and conditions contained in this Agreement or in any schedule, exhibit, certificate, instrument or document delivered by or on behalf of the parties to this Agreement shall not survive the closing of this transaction. The Schedules and Exhibits attached hereto are incorporated in and constitute a part of this Agreement.

10.2 Assignment. Neither this Agreement, nor any right, interest or obligation hereunder, may be assigned by either party without the prior written consent of each party hereto; provided, however, that Purchaser may assign its rights hereunder to an entity wholly owned by Purchaser without the consent of Seller.

10.3 Amendments. No change, modification or amendment to this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto.

10.4 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to

9- Asset Purchase Agreement: Initials: Purchaser MC / Seller A.A.

have been duly given when personally delivered or mailed by first class registered mail, return receipt requested, or by electronic mail (email) addressed to the parties at the addressees set forth below (or at such other address or nay party may specify by notice to all other parties given as aforesaid):

If to Purchaser:

Maria D. Calderon Guerrero
4998 B Whitling Drive
Helena, Alabama 35080

If to Seller:

Ruben Espinosa
4737 Sylvaner lane
Birmingham, AL 35244

10.2 Payment of Fees and Expenses. Except as specifically provided herein each party hereto shall pay all fees and expenses of party's respective counsel, accountants and all other expenses incurred by such party incident to the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby. The parties shall equally split the following costs: (i) closing/settlement fee of the Closing Agent, provided, however, that Purchaser shall not be required to pay more than \$500 of any such fee; (ii) a reasonable fee to Law Offices of Albert J. Osorio, LLC directly related to negotiations with the respective lessors for their entering into new lease agreements with Purchaser and termination of the existing lease agreements.

10.6 Binding Effect. This Agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors and permitted assigns.

10.7 Waiver. Failure of any party hereto to insist upon the strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option conferred herein in one or more instances shall not be construed as a waiver or relinquishment of any such covenant, or condition, right or option, but the same shall remain in full force and effect. The committing by either party of any act or thing which it is not obligated to do her under shall not be deemed to impose and obligation upon it to do any such act or thing in the future or in any way change or alter any provision of this Agreement.

10.8 Costs on Default. In the event of any default by any party as to any duty, warranty, or undertaking owed to the other party, which default results in efforts by the non-defaulting party to remedy same (whether a lawsuit is filed or not), the defaulting party shall pay to the non-defaulting party, in addition to such other sums as may be due hereunder, all costs and expenses of such efforts, including, but not limited to, a reasonable attorney's fee. The parties expressly acknowledge and agree that the foregoing is not a penalty clause and further agree that it is in fact a bargained-for part of the overall transaction contemplated by this Agreement.

10- Asset Purchase Agreement: Initials: Purchaser M C / Seller A . A.

10.9 Entire Agreement. This Agreement, together with the accompanying Schedules and Exhibits, constitute the entire agreement among the parties hereto and supersedes all prior memoranda, correspondence, conversations and negotiations, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided herein.

10.10 Construction. This Agreement shall be construed in its entirety according to its plain meaning. Both parties having significantly participated in the negotiation of the Agreement, each party hereby irrevocably agrees that it shall not be construed against the party who provided or drafted it.

10.11 Captions. The titles of the Articles and Paragraphs of this Agreement have been assigned thereto for convenience only and shall not be construed as limiting, defining or affecting the substantive terms of the Agreement.

10.12 APPLICABLE LAW; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA. SELLERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THAT SELLERS OR THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSINGNS MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY INSTRUMENTS OR DOCUMENTS CONTEMPLATED THEREBY TO BE EXEUTED IN CONJUNCTION THEREWITH, OR IN CONJUNCTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES.

10.13 Final Inspection. Seller shall permit Purchaser or their representative to conduct a final "walk through" of the Store Locations at a mutually agreeable time that is within twenty four (24) hours of the scheduled Closing in order for Purchaser and/or their representatives to ensure that the Assets appear to be in compliance with the requirements of the Agreement.

10.14 Electronic Signature. The parties hereby agree that this agreement, any amendment hereto and any notices delivered in connection herewith may be executed by electronic means through manual signatures transmitted to the other party (or the other party's attorney) via email or facsimile.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Purchaser

Maria D. Calderon Guerrero
Name: Maria D. Calderon Guerrero

Seller

Ruben Espinosa FOR Ruben Espinosa.
Ruben Espinosa.

STATE OF ALABAMA)

)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public, do certify that the foregoing Asset Purchase Agreement was acknowledged before me by Ruben Espinosa, this 6th day of MARCH, 2015.

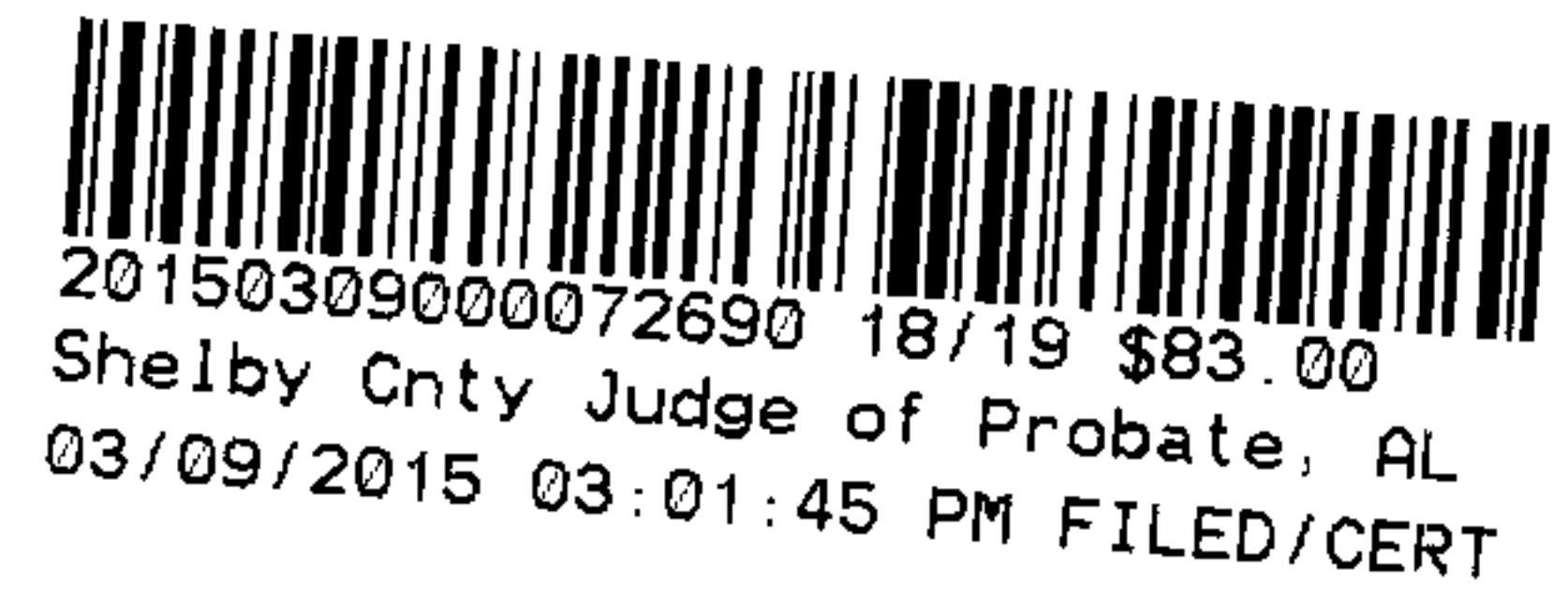
[Signature]
NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

7/17/17

12- Asset Purchase Agreement: Initials: Purchaser _____ / Seller A.A.



STATE OF ALABAMA)

)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public, do certify that the foregoing Asset Purchase Agreement was acknowledged before me by Maria D. Calderon Guerrero on, this 6th day of March, 2015.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

7/17/17

Schedule 1.1

The following assets are included in this Asset Purchase Agreement, as owned by the Seller or by Mega Distributors Company, LLC. The Seller shall convey marketable title to all assets as required at the date of closing.

1. 2004 GMC, VIN: J8DE5B14447900674
2. 2004 GMC, VIN: 1GTFG15X541222583
3. 2004 SPNR, VIN: WD2PD644545627089
4. 2007 CH, VIN: 1FVACWDC77HY92069
5. Inventory: All items inside the warehouse as of the date of closing.
6. Freezer: Entire inventory and equipment.
7. Cable wires and Fuse box
8. 2 Samsung Tablets
9. 2 Printers
10. 1 computer
11. 1 additional printer
12. 4 box carts
13. 1 ramp for carts
14. 1 pallet jack
15. 1 desk
16. 1 file cabinet
17. 1 router
18. 4 security cameras
19. 4 bar code labeler