

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Gerald A. Templeton, Esq.
B. E-MAIL CONTACT AT FILER (optional) jerry@templetonlegal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Templeton Group, PC 400 Union Hill Dr, Ste 210 Birmingham, AL 35209 Attention: Gerald A. Templeton, Esq</div>



20151110000390870 1/10 \$42.00
Shelby Cnty Judge of Probate, AL
11/10/2015 02:32:09 PM FILED/CERT

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 Set to Sell, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 4100 Autumn Lane		CITY Vestavia Hills	STATE AL	POSTAL CODE 35243
			COUNTRY USA	

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 Bradford	FIRST PERSONAL NAME Britney	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 4100 Autumn Lane		CITY Vestavia Hills	STATE AL	POSTAL CODE 35243
			COUNTRY USA	

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			
	3b. INDIVIDUAL'S SURNAME Little	FIRST PERSONAL NAME Ysabelita	ADDITIONAL NAME(S)/INITIAL(S) M.	SUFFIX
3c. MAILING ADDRESS 867 Valley View Road		CITY Indian Springs	STATE AL	POSTAL CODE 35124
			COUNTRY USA	

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

See Exhibit A, attached hereto and incorporated herein by reference.

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Set to Sell, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

Saunders

INDIVIDUAL'S FIRST PERSONAL NAME

David

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

4100 Autumn Lane

CITY

Vestavia Hills

STATE

AL

POSTAL CODE

35243

COUNTRY

USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT A

DEBTOR: Collectively as "Set to Sell, LLC, Britney Bradford and David Saunders"
SECURED PARTY: Ysabelita M. Little

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of November 2, 2015, between Set to Sell, LLC, an Alabama limited liability company (the "Company"), and Ysabelita M. Little (the "Secured Party").

R E C I T A L S:

A. Britney Bradford and David Saunders (the "Purchasers") and the Secured Party are parties to a Purchase Agreement dated as of November 2, 2015 (the "Agreement") pursuant to which they have purchased all of the Membership Interests of the Company.

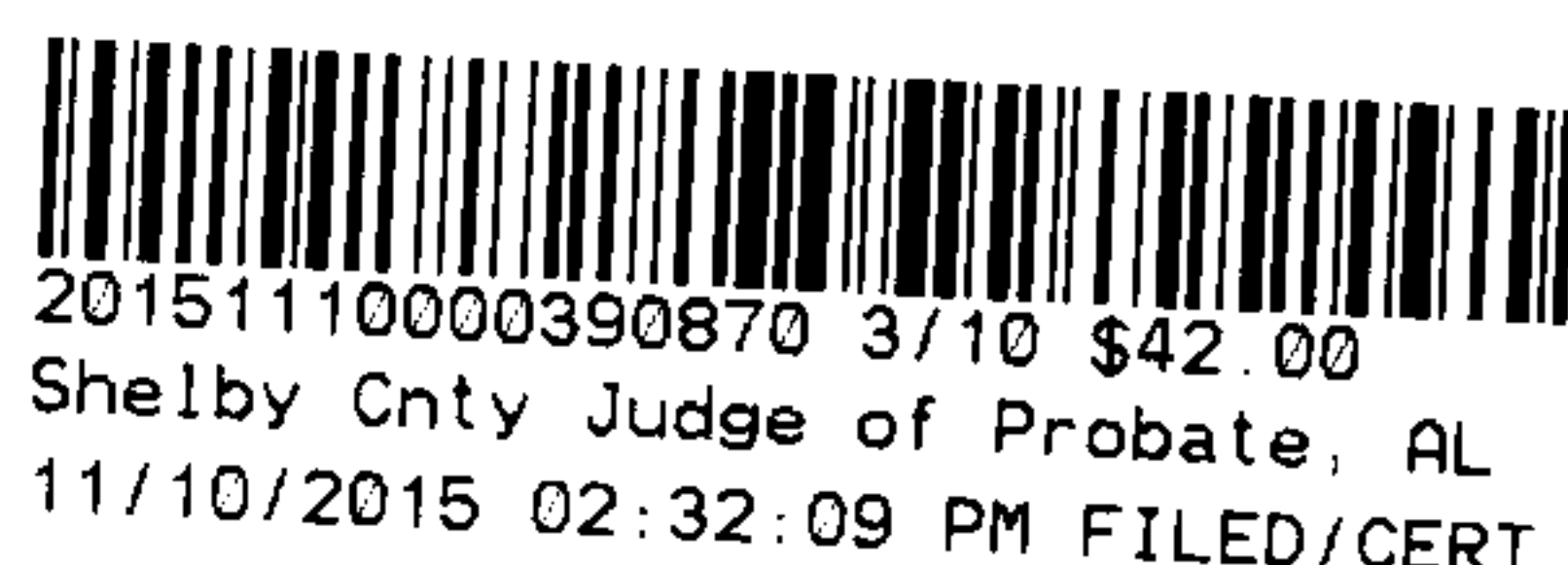
B. In order to induce the Secured Party to enter into the Agreement, the Purchases agreed to cause the Company to grant a continuing security interest in and to the Collateral (as hereafter defined) to secure Purchaser's obligations under the Agreement, including, without limitation, their obligations under the Notes issued pursuant to the Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. Terms defined in the Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein. The following additional terms, as used herein, have the following respective meanings:

"Accounts" means all "accounts" (as defined in the UCC) now owned or hereafter acquired by the Company and shall also mean and include all accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Company arising from the sale, lease, or exchange of goods or other property by it and/or the performance of services by it (including, without limitation, any such obligation that might be characterized as an account, contract right, or general intangible under the UCC) and all of the Company's rights in, to, and under all purchase orders for goods, services, or other property, and all of the Company's rights to any goods, services, or other property represented by any of the foregoing (including, without limitation, returned or repossessed goods and unpaid seller's rights of rescission, replevin, reclamation, and rights to stoppage in transit) and all monies due to or to become due to the Company under all contracts for the sale, lease, or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of the Company), in each case whether now in existence or hereafter arising or acquired, including, without limitation, the right to receive the proceeds of these purchase orders and contracts and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing.

"Collateral" has the meaning set forth in Section 2.



"Documents" means all "documents" (as defined in the UCC) or other receipts covering, evidencing, or representing goods, now owned or hereafter acquired, by the Company.

"Equipment" means all "equipment" (as defined in the UCC) now owned or hereafter acquired by the Company, including, without limitation, all motor vehicles, trucks, and trailers.

"General Intangibles" means all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by the Company, including, without limitation, all obligations or indebtedness owing to the Company (other than Accounts) from whatever source arising, and all patent licenses, patents, trademark licenses, trademarks, rights in intellectual property, goodwill, trade names, service marks, mask works, trade secrets, copyrights, permits, and licenses.

"Instruments" means all "instruments," "chattel paper" or "letters of credit" (each as defined in the UCC) evidencing, representing, arising from or existing in respect of, relating to, securing, or otherwise supporting the payment of, any of the Accounts, including, without limitation, promissory notes, drafts, bills of exchange, and trade acceptances, now owned or hereafter acquired by the Company.

"Inventory" means all "inventory" (as defined in the UCC), or that was acquired in the Purchase Agreement by and between the Secured Party and the Purchasers or that is now owned or hereafter acquired by the Company, wherever located, and shall also mean and include, without limitation, all raw materials and other materials and supplies, work-in-process, and finished goods and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto.

"Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing, or other disposition of, or realization upon, collateral, including, without limitation, all claims of the Company against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any collateral, and any condemnation or requisition payments with respect to any collateral, in each case whether now existing or hereafter arising.

"Secured Obligations" means all obligations of the Purchasers to the Secured Party, whether currently existing or hereafter incurred or created, including, without limitation, their Promissory Notes.

"Security Interests" means the security interests granted pursuant to Section 2, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in Alabama; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Alabama, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

2. The Security Interests.

(a) In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the



Company hereunder, and of the Purchasers under the Purchase Agreement, the Company hereby hypothecates, assigns, pledges, and grants to the Secured Party a continuing security interest in and to all right, title, and interest of the Company in the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Collateral"):

- (1) Accounts;
- (2) Inventory;
- (3) General Intangibles;
- (4) Documents;
- (5) Instruments;
- (6) Equipment;
- (7) All books and records (including, without limitation, customer lists, marketing information, credit files, price lists, operating records, vendor and supplier price lists, sales literature, computer programs, printouts, and other computer materials and records) of the Company pertaining to any of the Collateral; and

- (8) All Proceeds of, attachments, or accessions to, or substitutions for all or any of the Collateral described in Clauses 1 through 7 hereof.

(b) The Security Interests are granted as security only and shall not subject the Secured Party to, or transfer, or in any way affect or modify, any obligation or liability of the Company with respect to any of the Collateral or any transaction in connection therewith.

3. Further Assurances; Covenants. The Company and the Purchasers to the extent necessary, covenants as follows:

(a) Neither the Purchasers nor the Company will, without giving the Secured Party 60 day's prior written notice, change the Company name, identity, or company structure in any manner. If any such change occurs, the Company shall, at its cost and expense, cooperate with the Secured Party and cause to be filed or recorded additional financing statements, amendments, or supplements to existing financing statements, continuation statements, or other documents required to be recorded or filed in order to perfect and protect the Security Interests.

(b) The Purchasers or the Company will, from time to time, execute, deliver, file, and record any statement, assignment, instrument, document, agreement, or other paper and take any other action (including, without limitation, any filings of financing or continuation statements under the UCC) that the Secured Party may from time to time reasonably determine to be necessary or desirable in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm, or validate the Security Interests or to enable the Secured Party to obtain the full benefits of this Agreement, or to enable the Secured Party to exercise and enforce any of her rights, powers, and remedies hereunder with respect to any of the Collateral. At the request of the Secured Party, the Purchasers and the Company will use reasonable efforts to obtain the consent of any Person that is necessary or desirable to effect the pledge hereunder of any right, title, claims, and benefits now owned or hereafter acquired by the Company in and to any General Intangible or licensed trademark. The Company agrees that a carbon, photographic, electronic, digital, PDF or other reproduction of this Security Agreement or of a financing statement is sufficient as a financing statement.

(c) If any Collateral is at any time in the possession or control of any warehouseman, bailee or any of the Company's agents or processors, the Company shall, upon the request of the Secured Party, notify such warehouseman, bailee, agent, or processor of the Security Interests created hereby and to hold all such Collateral for the Secured Party's account subject to the Secured Party's instructions.

(d) The Purchasers and Company will promptly deliver and pledge each Instrument to the Secured Party, appropriately endorsed to the Secured Party without recourse, provided that so long as no Event of Default shall have occurred and be continuing, the Company may retain for collection in the ordinary course any Instruments received by it in the ordinary course of business and the Secured Party shall, promptly upon request of the Company, make appropriate arrangements for making any other Instrument pledged by the Company available to it for purposes of presentation, collection, or renewal (any such arrangement to be effected, to the extent deemed appropriate to the Secured Party, against trust receipt or like document).

(e) The Purchasers and Company shall use best efforts to cause to be collected from its account debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, delinquent Accounts, such Accounts to be collected in accordance with lawful collection procedures and the Company's standard procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account, except that, unless an Event of Default has occurred and is continuing and the Secured Party is exercising its rights hereunder to collect Accounts, the Company may allow in the ordinary course of business as adjustments to amounts owing under its Accounts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which the Company finds appropriate in accordance with prudent business judgment and (ii) a refund or credit due as a result of returned or damaged merchandise, all in accordance with the Company's ordinary course of business consistent with its historical collection practices.

(f) Upon the occurrence and during the continuance of any Event of Default, upon the request of the Secured Party, the Company will promptly notify (and the Company hereby authorizes the Secured Party so to notify) each account debtor in respect of any Account or Instrument that such Collateral has been assigned to the Secured Party hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Secured Party or any designee specified by the Secured Party.

(g) Without the prior written consent of the Secured Party, neither the Purchasers nor the Company will (a) sell, lease, exchange, assign, or otherwise dispose of, or grant any option with respect to, any Collateral other than Inventory and obsolete or worn-out property and equipment and, in the case of any such sale or exchange, the Security Interests created hereby in such item (but not in any Proceeds arising from such sale or exchange) shall cease immediately without any further action on the part of the Secured Party; or (b) create, incur, or suffer to exist any lien with respect to any Collateral.

(i) The Company will, promptly upon request, provide to the Secured Party all information and evidence she may reasonably request concerning the Collateral, to enable the Secured Party to enforce the provisions of this Security Agreement.

4. General Authority. The Company hereby irrevocably appoints the Secured Party its true and lawful attorney, with full power of substitution, in the name of the Company, the Secured Party, or otherwise, for the sole use and benefit of the Secured Party, to the extent permitted by law to exercise, at



any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(i) to demand, sue for, collect, receive, and give acquittance for any and all monies due or to become due thereon or by virtue thereof,

(ii) to settle, compromise, compound, prosecute, or defend any action or proceeding with respect thereto,

(iii) to sell, transfer, assign, or otherwise deal in or with it or the proceeds or avails thereof, as fully and effectually as if the Secured Party were the absolute owner thereof, and

(iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto; provided that the Secured Party shall give the Company not less than ten days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral that is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Company agrees that such notice constitutes "reasonable notification" within the meaning of Section 9-504(3) of the UCC.

5. Remedies upon Event of Default.

(a) If any Event of Default has occurred and is not cured as stated in the Note of the Purchasers or otherwise, the Secured Party, in addition to the remedies stated in the Notes and Personal Guaranty of the Purchasers, may exercise all rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, the Secured Party may, without being required to give any notice, except as may be required by law, sell the Collateral or any part thereof at public or private sale, for cash, upon credit, or for future delivery, and at such price or prices as the Secured Party may deem satisfactory. The Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type that is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold it, absolutely, free from any right or claim of whatsoever kind. The Company will execute and deliver such documents and take such other action as the Secured Party deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale, the Secured Party shall have the right to deliver, assign, and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of the Company and the Company, to the extent permitted by law, hereby specifically waives all rights of redemption, stay, or appraisal that it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by Section 4 shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix in the notice of such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as the Secured Party may determine. The Secured Party shall not be obligated to make any such sale pursuant to any such notice. The Secured Party may, without notice or publication, adjourn any public or private sale or cause it to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which it may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the selling price is paid by the purchaser thereof, but the Secured Party shall not incur any liability in case of the failure of

such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(b) For the purpose of enforcing any and all rights and remedies under this Security Agreement the Secured Party may (i) require the Company to, and the Company agrees that it will, at its expense and upon the request of the Secured Party, forthwith assemble all or any part of the Collateral as directed by the Secured Party and make it available at a place designated by the Secured Party that is, in its opinion, reasonably convenient to the Secured Party and the Company, whether at the premises of the Company or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any of the Collateral is or may be located, and without charge or liability to it seize and remove such Collateral from such premises, (iii) have access to and use the Company's books and records relating to the Collateral, and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by the Company, process, repair, or recondition it or otherwise prepare it for disposition in any manner and to the extent the Secured Party deems appropriate to preserve and enhance its value and, in connection with such preparation and disposition, use, as a licensee (or if no decline in the value of the Collateral would result, otherwise) without charge any trademark, trade name, copyright, patent, or technical process used by the Company.

6. Limitation on Duty of Secured Party in Respect of Collateral. Beyond the safe custody thereof in accordance with applicable law, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property of like nature, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee, or other agent or bailee selected by the Secured Party in good faith and in the absence of gross negligence.

7. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Secured Party in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to the Secured Party and its agents and counsel in connection therewith, and all expenses, liabilities, and advances incurred or made by the Secured Party in connection therewith, and any other unreimbursed expenses for which the Secured Party is to be reimbursed pursuant to the Agreement;

second, to the payment of accrued but unpaid interest on the Secured Obligations;

third, to the payment of unpaid principal of the Secured Obligations; and

finally, to payment to the Company or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

The Secured Party may make distributions hereunder in cash or in kind or in any combination thereof.

8. Expenses. If the Purchasers or the Company fails to comply with the provisions of the Agreement or this Agreement, such that the value of any Collateral or the validity, perfection, rank, or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Secured Party may affect such compliance on behalf of the Company, and the Company shall reimburse the Secured Party for the costs thereof within two Business Days of demand therefor. All insurance expenses and all reasonable expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining, and shipping the Collateral, any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of the Collateral, or in respect of the sale or other disposition thereof, shall be borne and paid by the Purchasers or Company; and if the Company fails to promptly pay any portion thereof when due, the Secured Party may, at its option, but shall not be required to, pay them and charge the Company's account therefor, and the Company agrees to reimburse the Secured Party therefor on demand. All sums so paid or incurred by the Secured Party for any of the foregoing and any and all other sums for which the Purchasers or the Company may become liable hereunder and all reasonable costs and expenses (including attorneys' fees, legal expenses, and court costs) reasonably incurred by the Secured Party in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement, shall, together with interest thereon until paid at the rate applicable to advances made under the Agreement, be additional Secured Obligations hereunder.

9. Termination of Security Interests. Upon the repayment in full of all Secured Obligations, the Security Interests shall terminate, and all rights to the Collateral shall revert to the Company, and this Security Agreement shall terminate and no longer be of any force and effect.

10. Notices. All notices, approvals, requests, demands, and other communications hereunder shall be given in accordance with the Agreement.

11. Waivers; Non-Exclusive Remedies. No failure on the part of the Secured Party to exercise, and no delay in exercising and no course of dealing with respect to any right under the Agreement or this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Secured Party of any right under the Agreement or this Agreement preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement and the Agreement are cumulative and are not exclusive of any other remedies provided by law.

12. Successors and Assigns. This Agreement is for the benefit of the Secured Party and its successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Purchasers and the Company and their successors and assigns.

13. Changes in Writing. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only in writing signed by the Company and the Secured Party.

14. Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW.


15. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

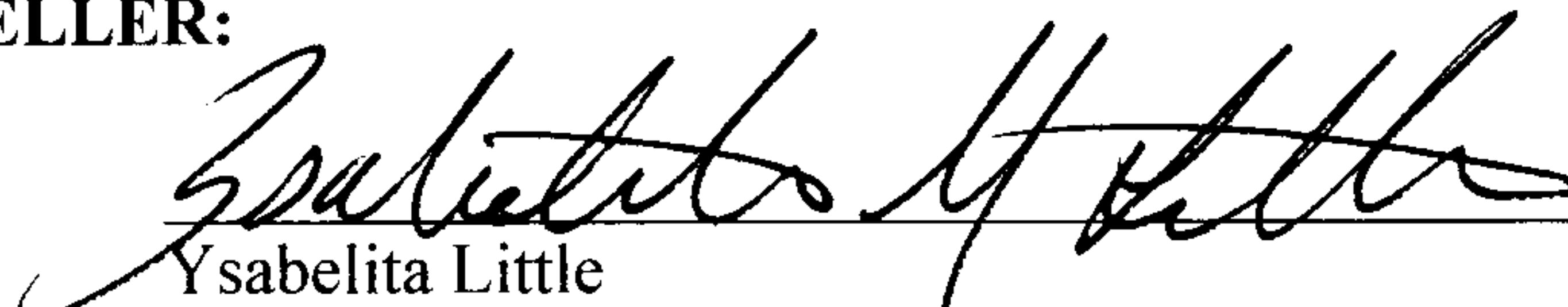
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PURCHASERS:


Britney Bradford


David Saunders

SELLER:


Ysabelita Little

COMPANY:

SET TO SELL, LLC

Britney Bradford, its Member and Manager


David Saunders, its Member and Manager

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned notary public in and for said county in said state, hereby certify that **Britney Bradford** and **David Saunders**, whose names are signed to the foregoing Exhibit A to the UCC-1 Financing Statement in my presence, and who are known to me, acknowledged before me under oath, on this date that, being informed of the contents thereof, they each executed the same voluntarily.

Subscribed and sworn to before me this the 6th day of November 2015

Notary Public 

My Commission Expires: 2-2-2019

SEAL

