

ADDENDUM TO Merchants Advance LLC PURCHASE AND
SALE AGREEMENT ACKNOWLEDGING NO OTHER WORKING CAPITAL OR
ADVANCE MAY BE TAKEN BY MERCHANT ("ADDENDUM")

Reference is hereby made to that certain Purchase and Sale of Future Receivables Agreement (the "Agreement") dated Jun 19, 2014 entered by and between Merchants Advance LLC, a limited liability company with Offices at 475 Park Avenue South 11th Floor New York, NY 10016 ("BUYER") and GDL ENTERPRISES, LLC located at 50 North Lowry St, Smyrna, TN, 37167 ("Seller")

WHEREAS BUYER and Seller shall collectively be referred to as the Parties.

WHEREAS the owner/authorized signer affixing their signature below on behalf of Seller acknowledges and agrees that as long as they have an outstanding balance with Buyer they will not sell their future receivables or take any other financing from any other company without the express written consent of Buyer. Failure to abide by this Addendum will result in default and the owners(s) and guarantor(s) will immediately be liable for the full balance owed to Buyer plus a default fee of \$5,000.00.

This Addendum may be executed in one or more counterparts.

All other aspects of the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date written below.

Merchants Advance LLC

By: _____

Title: _____

Print Name: _____

Date: _____

SELLER

By: John Gilbert

Title: owner

Print Name: John Gilbert Jon G. Gilbert

Date: 6-20-14