

EXHIBIT A

June 13, 2014

Integrity Payment Systems
Attn: Anthony Morrison
1700 Higgins Rd., Ste. 690
Des Plaines, IL 60018

Re: Detroit Arms LLC

Dear Mr. Morrison:

I am writing on behalf of Detroit Arms LLC ("Seller"). Pursuant to an agreement ("Purchase/Sale Agreement") with Merchant Cash Group ("MCG"), Seller has sold certain credit, PIN based debit card, Discover and EBT receivables to MCG and Seller has agreed to pay 29% of payments due Seller from Integrity Payment Systems, LLC ("IPS") pursuant to that Merchant Processing Agreement executed by IPS and Seller. (the "IPS Merchant Agreement"). Pursuant to the Purchase/Sale Agreement, Seller hereby irrevocably instructs IPS to (a) withhold or debit 29% of the payments due from IPS to Seller under the Merchant Agreement arising from credit, Pin based debit card, Discover and EBT transactions and (b) forward the amount so withheld to MCG to and until such time as MCG notifies IPS in writing that all of Seller's obligations under the Purchase/Sale Agreement have been satisfied. Such payments to MCG shall be made in partial or complete satisfaction of any obligation IPS may have to Seller under the IPS Merchant Agreement. SELLER ACKNOWLEDGES THAT SUCH PAYMENTS TO MCG ARE IN ADDITION TO ANY FEES OWED BY SELLER TO IPS PURSUANT TO THE IPS MERCHANT AGREEMENT OR ANY OTHER AGREEMENT BETWEEN SELLER AND IPS.

Seller hereby acknowledges that the IPS Merchant Agreement provides that (i) if the Merchant Processing Agreement is terminated by Seller within one year of the Merchant Processing Agreement's effective date, then Seller is obligated to pay IPS a termination fee equal to the lesser of \$595 or the maximum amount allowed by law and (ii) if the Merchant Processing Agreement is terminated by Seller more than one year after the Merchant Processing Agreement's effective date, then Seller is obligated to pay IPS a termination fee equal to the lesser of \$195 or the maximum amount allowed by law.

Seller hereby agrees to indemnify IPS from any and all losses, damages or claims, liabilities and expenses, including attorneys fees, arising from IPS following the instructions set forth in this letter.

Detroit Arms LLC

By: 

Title: President