

**ADDENDUM TO AGREEMENT AND AUTHORIZATION AGREEMENT FOR DIRECT
PAYMENTS THROUGH AUTOMATED CLEARING HOUSE (ACH)**

This Addendum and Authorization Agreement for Payments to be made by ACH Debit is part of and incorporated by reference into the agreement for the Purchase and Sale of Future Receivables (the "Agreement") between Merchants Advance and/or its third party assignees ("Buyer") and GDL ENTERPRISES, LLC/SOS Auto Service ("Seller") dated Jun 19, 2014 wherein and whereby for the sum of \$ 10,000.00 . Buyer agreed to Buy and Seller agreed to sell the future credit card receivables of Seller in the sum of \$ 14,100.00 to be paid at a percentage of 24 % of ACH credit card sale.

By signing below Seller authorizes Buyer to initiate automatic ACH debit entries or manual ACH debit entries if there is no Servicer involved as described below to the account Designated by the Seller for ACH debit (the "Designated Account") in the amounts as described below on each business day which is defined as Monday through Friday that is not a bank holiday. Seller understands that any debit that falls on a bank holiday will be debited on the next business day.

In order to set up the ACH debit from the Designated Account, Seller agrees to provide the login and password to the Designated Account to Buyer's third party servicer and if there (the "Servicer") who will provide automatic access to Buyer of Seller's bank information over a secured server (the "Bank Setup"). Seller understands that Buyer will not have access to the login information which will be provided through the secured server of the Servicer. If there is no Servicer, Seller agrees to provide the information to Buyer which information will be held securely for the purposes of this Agreement and Addendum only.

Seller also grants Buyer the authorization to initiate a Trial Period prior to disbursing the Purchase Price to ensure that all information provided by the Seller to Servicer are true and correct. During this trial period Buyer will initiate no less than three (3) automatic ACH Debits to the Designated Account using the information provided by Seller to Servicer or Buyer on three consecutive business days as described below. Buyer has the right to waive the trial period at its discretion. Additionally, Buyer has authorization to initiate a manual ACH debit upon the occurrence of an event of default under the Agreement and upon any other instance the Agreement allows an ACH debit of Seller's account by Buyer.

Seller authorizes Buyer to increase the amount of any scheduled ACH debit for the amount of any payment(s) that was/were not paid as provided under the Agreement and for any unpaid fees as described in the Agreement or any addendum thereto. Additionally, should there be a default as described herein or under the terms of the Agreement, Seller hereby grants Buyer permission to ACH debit of \$ 88.13 per day on consecutive business days until paid in full. This authorization is to remain in full force and effect until the Agreement is paid in full.

As part of collection of the Purchased Amount by ACH which is an additional collection method to the Processor and/or Deposit Account as described in the Agreement, Seller agrees to provide the Buyer with access to their

merchant processing account which is currently at National Merchant Services. While Buyer will get the information from Servicer if the Servicer is involved, Buyer must have the Processor Login as well. As such, Seller shall provide the login and password to their Designated Account and Processing Account so Buyer can view activity from time to time. Seller is responsible to advise the Buyer of any change to the login or password of their Designated Account and/or processing account within 24 hours of such change. Login and password for bank information can be changed with Servicer or Buyer pursuant to the instructions provided to Buyer. Any failure to update the login information shall be deemed a default as defined under the Agreement and will be subject to a \$5,000.00 penalty. The penalty can be waived if the default is cured within 3 business days. Seller understands that Buyer will review each day's processing amount as received in a report from Servicer or by Buyer logging into the Designated Account and will automatically debit the percentage of that amount by the Purchased Percentage as defined in the Agreement from the Designated Account. For example if seller processes \$1,000.00 in a given day and the Purchased Percentage is 15%, Buyer will debit the 15% of that or \$150.00 towards payment of the Purchased Amount. Seller is required to use the same Processor as required under the Agreement. However if Seller must change processors, Seller shall give the Buyer the login and password for their new processor within 24 hours of the change. Failure to do so shall be a default under the Agreement.

Seller hereby agrees to indemnify and hold harmless Buyer for any action taken by any third party herein and hereby agrees to utilize Servicer or manual ACH debit as described herein as a means to pay back the advance.

Seller agrees to notify Buyer promptly if there are any changes to the account and/or routing numbers of the Designated Account. Buyer is not responsible for any fees charged by Seller's bank as a result of debits initiated pursuant to this Authorization. Should Seller cause or have debits bounce, there will be a \$35.00 fee incurred for said bounced payments. Additionally, should there be more than three (3) consecutive bounced payments Seller shall be in default. All other portions of the Agreement shall remain in full force and effect except that the daily Purchase Percentage payments shall be done through ACH debit as defined herein.

Depository Name: ASCend Federal Credit Union
Branch: SMYRNA TN
City: SMYRNA State: TN Zip: 37167
Routing Number: 264181626 Account Number: 3121740
Print Business Name: GDL Enterprises DBA SCS proService Tax ID Number: 27-1977610
Processing Company Website: FDPortfolioManager.com
Processing Company login: 530960050108950 Password: Woodland 01
Seller Signature: Jonathan Gilbert Title: Owner Date: 6/19/14