

1 **MICHAEL JAY BERGER (State Bar # 100291)**
2 **LAW OFFICES OF MICHAEL JAY BERGER**
3 **9454 Wilshire Blvd. 6th Floor**
4 **Beverly Hills, CA 90212-2929**
5 **Telephone: (310) 271-6223**
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7 **michael.berger@bankruptcypower.com**

8 **Attorney for Debtor,**
9 **Stevenson Investment Group, LLC**

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **LOS ANGELES DIVISION**

13 **In re**) **CASE NO.: 2:17-bk-16716-NB**
14 **Stevenson Investment Group, LLC**) **Chapter 11**
15 **dba A Better Way to Pharmacy,**) **NOTICE OF DEBTOR'S EMERGENCY**
16 **Debtor.)**) **MOTION FOR AN ORDER**
17) **AUTHORIZING INTERIM USE CASH**
18) **COLLATERAL**
19) **Date: June 6, 2017**
20) **Time: 1:00 P.M.**
21) **Place: Courtroom 1545**
22) **255 E. Temple Street**
23) **Los Angeles, CA 90012**

24 **TO THE HONORABLE NEIL BASON, JUDGE OF THE UNITED STATES**
25 **BANKRUPTCY COURT AND THE OFFICE OF THE UNITED STATES TRUSTEE:**

26 **PLEASE TAKE NOTICE THAT** on June 6, 2017, at 1:00 p.m., or as soon thereafter as
27 may be heard, in Courtroom 1545 of the above captioned Court located at 255 E. Temple Street,
28 Los Angeles, CA 90012, Stevenson Investment Group, LLC, dba A Better Way Pharmacy,
debtor and debtor-in-possession herein (the "Debtor"), will move this Court, on an emergency

1 basis, for an order granting the following relief: Authorizing the Debtor to use any and all “cash
2 collateral,” as that term is defined in 11 U.S.C. § 363(a), now on hand or hereafter collected, in
3 accordance with the budget (“Budget”), attached as Exhibit “1” to the Declaration of Mark
4 Limon (the “Limon Declaration”), filed concurrently herewith.

5 Debtor seeks to use such Cash Collateral for a period through September 31, 2017, or a
6 date to be fixed by the Court for a “final” hearing on the use of Cash Collateral, at which final
7 hearing the Debtor will ask the Court to extend its use of cash collateral for a period to and
8 through February 28, 2018, or until a Chapter 11 Plan of Reorganization is confirmed, or such
9 other date as the Court may fix.

10 Through its motion, the Debtor seeks permission from this Court:

- 11 A. Authorizing the Debtor to make expenditures in amounts not to exceed 15% of the
12 aggregate amounts contained in the Budget. Any expenditures in excess of that
13 amount will require the written approval of secured creditor, or further order of the
14 Court after appropriate notice. Budget savings may be carried over and used by the
15 Debtor in subsequent periods.
- 16 B. Finding that the interests of the secured creditors in the Cash Collateral are
17 adequately protected.
- 18 C. Granting to the secured creditors a replacement lien in the Debtor’s post-petition cash
19 and accounts receivable and the proceeds thereof, to the same extent, validity, and
20 priority as any lien held by the secured creditors as of the petition date, to the extent
21 cash collateral is actually used by the Debtor.
- 22 D. Such further relief as the Court deems just and proper.

23 This Motion is made on the basis of the Declaration of Mark Limon, the within points
24 and authorities, and on such other evidence as the Court elects to consider prior to or at the
25 hearing on this matter.


26 ***PLEASE TAKE FURTHER NOTICE that this Motion has been set on shortened***
27 ***notice, and as such, any oppositions or replies thereto may be made at the hearing.***
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Dated: June 2, 2017

LAW OFFICES OF MICHAEL JAY BERGER

By:



MICHAEL JAY BERGER
Attorney for Debtor,
Stevenson Investment Group, LLC
dba A Better Way Pharmacy

1 **MICHAEL JAY BERGER (State Bar # 100291)**
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8 **Attorney for Debtor,**
9 **Stevenson Investment Group, LLC**

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **LOS ANGELES DIVISION**

13 **In re**) **CASE NO.: 2:17-bk-16716-NB**
14 **Stevenson Investment Group, LLC**) **Chapter 11**
15 **dba A Better Way to Pharmacy,**) **DEBTOR'S EMERGENCY MOTION FOR**
16 **Debtor.)**) **AN ORDER AUTHORIZING INTERIM**
17) **USE CASH COLLATERAL**
18) **Date: June 6, 2017**
19) **Time: 1 P.M.**
20) **Place: Courtroom 1545**
21)
22)

23 **TO THE HONORABLE NEIL BASON, JUDGE OF THE UNITED STATES**
24 **BANKRUPTCY COURT AND THE OFFICE OF THE UNITED STATES TRUSTEE:**

25 Stevenson Investment Group, LLC, dba A Better Way Pharmacy, debtor and debtor-in-
26 possession herein (the "Debtor"), hereby moves the Court, on an emergency basis, for an order
27 granting the following relief: Authorizing the Debtor to use any and all "cash collateral," as that
28 term is defined in 11 U.S.C. § 363(a), now on hand or hereafter collected, in accordance with the


1 budget (“Budget”), attached as Exhibit “1” to the Declaration of Mark Limon (the “Limon
2 Declaration”), filed concurrently herewith. Debtor seeks to use such Cash Collateral for a period
3 through September 31, 2017, or a date to be fixed by the Court for a “final” hearing on the use of
4 Cash Collateral, at which final hearing the Debtor will ask the Court to extend its use of cash
5 collateral for a period to and through February 28, 2018, or until a Chapter 11 Plan of
6 Reorganization is confirmed, or such other date as the Court may fix.

- 7 A. Authorizing the Debtor to make expenditures in amounts not to exceed 15% of the
8 aggregate amounts contained in the Budget. Any expenditures in excess of that
9 amount will require the written approval of secured creditor, or further order of the
10 Court after appropriate notice. Budget savings may be carried over and used by the
11 Debtor in subsequent periods.
- 12 B. Finding that the interests of the secured creditors in the Cash Collateral are
13 adequately protected.
- 14 C. Granting to the secured creditors a replacement lien in the Debtor’s post-petition cash
15 and accounts receivable and the proceeds thereof, to the same extent, validity, and
16 priority as any lien held by the secured creditors as of the petition date, to the extent
17 cash collateral is actually used by the Debtor.
- 18 D. Such further relief as the Court deems just and proper.

19 This Motion is made on the basis of the Declaration of Mark Limon, the within points
20 and authorities, and on such other evidence as the Court elects to consider prior to or at the
21 hearing on this matter.

22
23
24 Dated: June 2, 2017

LAW OFFICES OF MICHAEL JAY BERGER

25
26 By: 
27 MICHAEL JAY BERGER
28 Attorney for Debtor,
Stevenson Investment Group, LLC
dba A Better Way Pharmacy

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Stevenson Investment Group, LLC dba A Better Way Pharmacy, debtor and debtor-in-
4 possession (the "Debtor"), is in the business of selling and dispensing medical drugs and
5 pharmaceuticals (the "Business"). The Debtor has certain expenses which it requires to expend
6 in the ordinary course of business in order to continue to operate while in the current Chapter 11
7 case, and requires the use of cash collateral to make such payments.

8 This motion is filed due to the nature of the Debtor's business. The Debtor must provide
9 the highest quality of service to its customers. The failure to provide this level of service will
10 result in severe reputational damage, and a reduction in clients, revenues and asset values. To
11 provide this level of service, the Debtor requires the immediate use of all cash and cash
12 equivalents on hand and hereafter generated, whether the same constitutes Cash Collateral, or
13 not.

14
15 As more fully explained herein, the Debtor seeks the immediate use of all cash and cash
16 equivalents on hand, and hereafter generated from its business to the extent that the same
17 constitutes "cash collateral" pursuant to 11 U.S.C. §363(a) ("Cash Collateral") now on hand or
18 hereafter collected, in accordance with the budget ("Budget"), attached as Exhibit "1" to the
19 Declaration of Mark Limon (the "Limon Declaration"), filed concurrently herewith. The cash
20 authorization in the Budget reflects what management believes is necessary to fund the ordinary
21 course needs of the Debtor from the date of filing of the petition through September 31, 2017, or
22 a date to be fixed by the Court for a "final" hearing on the use of Cash Collateral, at which final
23 hearing the Debtor will ask the Court to extend its use of Cash Collateral for a period to and
24 through February 28, 2018, or until a Chapter 11 Plan of Reorganization is confirmed, or such
25 other date as the Court may fix.

26 **II. STATEMENT OF FACTS**

27 A. General Description of the Debtor

28 This is the Debtor's first bankruptcy case.

1 Debtor and debtor-in-possession herein, Stevenson Investment Group, LLC, dba A Better
2 Way Pharmacy ("Debtor"), is owned by Mark Limon ("Mr. Limon"), the Business's sole
3 managing member. Mr. Limon purchased the Business in or around August 2015.
4 Unfortunately, in and around early 2017, the Business ran into cash flow problems and needed
5 additional capital to continue its operations. In order to continue operations, in February 2017
6 the Business took out two secured loans. The first is held by Yellowstone Capital
7 ("Yellowstone") in the amount of \$58,000.00. A true and correct copy of the loan agreement
8 with Yellowstone is attached herein as Exhibit "2". The second secured loan is held by Accord
9 Business Funding West, LLC ("Accord") in the amount of \$71,495.00. A true and correct copy
10 of the Payment Rights Purchase and Sale Agreement with Accord is attached herein as Exhibit
11 "3". These two secured loans are also personally guaranteed by Mr. Limon.

12
13 In May 2017, secured creditor Accord attempted to garnish the account of Cardinal
14 Health ("Cardinal"), one of the Debtor's insurance carriers who holds an account receivable of
15 the Debtor. A true and correct copy of the Agreed Judgment and Notice of UCC Demand and
16 Request for Accounts Receivables is attached herein as Exhibit "4". The funds were not turned
17 over to Accord and Cardinal is currently holding approximately \$40,000 of the Debtor's funds
18 which is has tentatively agreed to turnover to Debtor. However, due to the garnishment and fear
19 of further garnishments on Debtor's account receivables, the Debtor has filed the instant chapter
20 11 bankruptcy in order to reorganize its debts.

21 B. Adequate Protection Facts

22 The Debtor's business is the Debtor's primary asset. The asset is well managed and is
23 generating positive cash flow. Moreover, the Debtor's recent operating results and future
24 projections indicate that this trend will continue and improve over the next year, providing ample
25 adequate protection to the Secured Creditors' interests. Moreover, Secured Creditors will
26 receive a replacement lien against post-petition cash, accounts, receivables and inventory, and
27 the proceeds of each of the foregoing, to the same extent and priority as any duly perfected and
28 unavoidable liens in cash collateral held by such secured creditor as of the Petition Date, limited

1 to the amount of any cash collateral of such secured creditor as of the Petition Date, to the extent
2 that any cash collateral of such secured creditor is actually used by the Debtor. The foregoing
3 coupled with the value that will be preserved and generated through the continued operation of
4 the Debtor's business, will provide the Secured Creditors all the protection required under Section
5 363.

6 **III. THE USE OF THE CASH COLLATERAL FOR OPERATIONS SHOULD BE**
7 **AUTHORIZED IN ACCORDANCE WITH THE BUDGET**

8 The Debtor should be authorized to use the Cash Collateral to operate its business
9 because the continued operations and the concomitant use of the Cash Collateral will preserve
10 the value of the Cash Collateral and of the business for the benefit of the estate and the Secured
11 Creditors.

12 "Cash Collateral" is defined in 11 U.S.C. § 363(b)(1) as cash, negotiable instruments,
13 documents of title, securities, deposit accounts or other cash equivalents in which the estate and
14 an entity other than the estate have an interest, and includes the proceeds, products, offsprings or
15 profits of property subject to a security interest as provided in 11 U.S.C. § 552(b), whether
16 existing before or after the commencement of the case.

17 Under 11 U.S.C. § 363(c)(2), a Debtor may use Cash Collateral where: (1) each entity that
18 has an interest in such Cash Collateral consents, or (2) the court authorizes such use after notice
19 and hearing. See Freightliner Market Development v. Silver Wheel Freight, 823 F.2d 362, 367-
20 68 (9th Cir. 1987). Under 11 U.S.C. § 363(e), the court may condition the use of property,
21 including Cash Collateral, as necessary to provide adequate protection of an entity's interest in
22 such Cash Collateral. Adequate protection is related to the risk of "decrease in the value of [the
23 secured creditor's] interest in such property." See 11 U.S.C. § 361.

24 The general inquiry regarding the use of Cash Collateral by a Debtor is whether the
25 secured creditor's interest in the Cash Collateral is adequately protected against a decrease in the
26 value of such collateral. In re George Ruggiere Chrysler-Plymouth, Inc., 727 F.2d 1017, 1019
27 (11th Cir. 1984). Adequate protection, by its nature, must be determined on a case-by-case basis.
28

1 In re Belco, Inc., 38 B.R. 525, 527 (Bankr. W.D.Okla. 1984). The issues to be determined are
2 the value of the Cash Collateral and whether the proposed use of the Cash Collateral threatens
3 that value. In re George Ruggiere Chrysler-Plymouth, Inc., 727 F.2d at 1019. The value of the
4 interest to be protected is the lesser of the amount of the claim or the net value of the collateral
5 after the costs of collection have been considered. Id. at 1020; see also United Saving
6 Association of Texas v. Timbers of Inwood Forest Associates, 484 U.S. 365 (1988).

7 If the collateral in which the creditor has a security interest is worth less than the amount
8 owed to the creditor, the debtor in possession or Debtor must only provide adequate
9 compensation to the extent that the value of the collateral is decreasing. Id. at 369; In re
10 McCombs Properties VI, Ltd., 88 B.R. 261, 266 (Bankr. C.D.Cal. 1988) (recognizing in this
11 post-Timbers case that adequate protection must be provided if the value of the collateral is
12 likely to diminish during the time the Cash Collateral is used).

13 It is axiomatic that the use of Cash Collateral to pay for the ordinary and customary
14 expenses of a rental property provides adequate protection for the interest of the secured creditor
15 in such Cash Collateral. See e.g. In re Donato, 170 B.R. 247, 256 (Bankr. D. N. J. 1994); In re
16 Morning Star Ranch Resorts, 64 B.R. 818, 822-23 (Bankr. D. Colo. 1986).

17 The Budget establishes that the Debtor is generating positive earnings before interest,
18 taxes, depreciation and amortization; consequently, the cash collateral pool will not be depleted
19 through continuing operations.

20
21 **IV. NOTICE OF THE MOTION IS APPROPRIATE UNDER THE FACTS AND**
22 **CIRCUMSTANCES OF THIS CASE**


23 The Debtor has served a copy of this Motion on its secured creditors (including the
24 unsecured creditors holding the 20 largest claims against the Debtor, and the Office of the United
25 States Trustee, all by the most expedient means available. The Debtor respectfully submits that
26 such notice is appropriate and comports with the requirements of the Federal Rules of
27 Bankruptcy Procedure (“FRBP”) and the Local Bankruptcy Rules (“LBR”). See, Rule 2002 of
28 the FRBP; Rule 9006(c) of the FRBP; Rule 9075-1(a) of the LBR.

1 **V. CONCLUSION**

2 For the foregoing reasons, the Debtor would respectively request that the Court grant the
3 relief prayed for herein.

4
5 Dated: June 2, 2017

LAW OFFICES OF MICHAEL JAY BERGER

6
7 By: 
8 MICHAEL JAY BERGER
9 Attorney for Debtor,
10 Stevenson Investment Group, LLC
11 DbA A Better Way Pharmacy
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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address MICHAEL JAY BERGER (State Bar # 100291) LAW OFFICES OF MICHAEL JAY BERGER 9454 Wilshire Blvd. 6th Floor Beverly Hills, CA 90212-2929 Telephone: (310) 271-6223 Facsimile: (310) 271-9805 michael.berger@bankruptcypower.com	FOR COURT USE ONLY
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor	

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re: Stevenson Investment Group, LLC dba A Better Way Pharmacy,	CASE NO.: 2:17-bk-16716-NB CHAPTER: 11
	STATEMENT REGARDING CASH COLLATERAL OR DEBTOR IN POSSESSION FINANCING [FRBP 4001; LBR 4001-2]
Debtor(s).	DATE: 06/06/2017 TIME: 1:00 P.M. COURTROOM: 1545 ADDRESS: US Bankruptcy Court 255 E. Temple Street Los Angeles, CA 90012

Secured party(ies): Yellowstone Capital; and Accord Business Funding West, LLC

The Debtor has requested the approval of either (1) a motion for use of cash collateral, or postpetition financing, or both, or (2) through a separately-filed motion, a stipulation providing for the use of cash collateral, or postpetition financing, or both. The proposed form of order on the motion or the stipulation contains the following provisions or findings of fact:

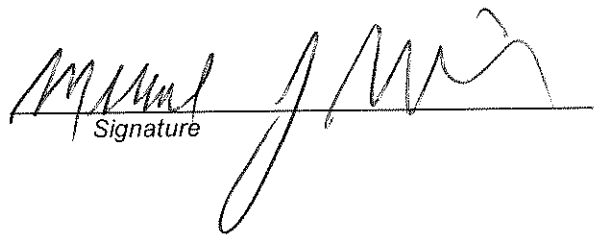
Disclosures Tracking FRBP 4001(c)(1)(B)(i) through (xi) and (d)(1)(B)	Page No.:	Line No. (if applicable)
<input checked="" type="checkbox"/> (i): "[A] grant of priority or a lien on property of the estate under § 364(c) or (d)"	4	
<input checked="" type="checkbox"/> (ii): "[T]he providing of adequate protection or priority for a claim that arose before the commencement of the case, including the granting of a lien on property of the estate to secure the claim, or the use of property of the estate or credit obtained under § 364 to make cash payments on account of the claim" <ul style="list-style-type: none"> <input type="checkbox"/> Cross-collateralization, <i>i.e.</i>, clauses that secure prepetition debt by postpetition assets in which the secured party would not otherwise have a security interest by virtue of its prepetition security agreement or applicable law <input type="checkbox"/> Roll-up, <i>i.e.</i>, provisions deeming prepetition debt to be postpetition debt or using postpetition loans from a prepetition secured party to pay part or all of that secured party's prepetition debt, other than as provided in § 552(b) 	4	

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

<i>Continued from page 1</i>			
<input type="checkbox"/>	Grant a replacement lien in an amount in excess of the dollar amount of the lien on cash collateral as of the petition date		
<input type="checkbox"/>	(iii): "[A] determination of the validity, enforceability, priority, or amount of a claim that arose before the commencement of the case, or of any lien securing the claim"		
<input type="checkbox"/>	(iv): "[A] waiver or modification of Code provisions or applicable rules relating to the automatic stay" <input type="checkbox"/> Automatic relief from the automatic stay upon occurrence of certain events.		
<input type="checkbox"/>	(v): "[A] waiver or modification of any entity's authority or right to file a plan, seek an extension of time in which the debtor has the exclusive right to file a plan, request the use of cash collateral under § 363(c), or request authority to obtain credit under § 364"		
<input type="checkbox"/>	(vi): "[T]he establishment of deadlines for filing a plan of reorganization, for approval of a disclosure statement, for a hearing on confirmation, or for entry of a confirmation order"		
<input type="checkbox"/>	(vii): "[A] waiver or modification of the applicability of nonbankruptcy law relating to the perfection of a lien on property of the estate, or on the foreclosure or other enforcement of the lien"		
<input type="checkbox"/>	(viii): "[A] release, waiver, or limitation on any claim or other cause of action belonging to the estate or the trustee, including any modification of the statute of limitations or other deadline to commence an action"		
<input type="checkbox"/>	(ix): "[T]he indemnification of any entity"		
<input type="checkbox"/>	(x): "[A] release, waiver, or limitation of any right under § 506(c)" <input type="checkbox"/> The granting of any lien on any claim or cause of action arising under § 506(c)		
<input type="checkbox"/>	(xi): "The granting of any lien on any claim or cause of action arising under §§ 544, 545, 547, 548, 549, 553(b), 723(a), or 724(a)"		
Additional Disclosures Required by LBR 4001-2		Page No.:	Line No. (if applicable)
<input type="checkbox"/>	With respect to a professional fee carve out, disparate treatment for professionals retained by a creditors' committee from that provided for the professionals retained by the debtor		
<input type="checkbox"/>	Pay down prepetition principal owed to a creditor		
<input type="checkbox"/>	Findings of fact on matters extraneous to the approval process		

06/01/2017
Date

Michael Jay Berger
Printed Name



Signature

DECLARATION

1 **MICHAEL JAY BERGER (State Bar # 100291)**
2 **LAW OFFICES OF MICHAEL JAY BERGER**
3 **9454 Wilshire Blvd. 6th Floor**
4 **Beverly Hills, CA 90212-2929**
5 **Telephone: (310) 271-6223**
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7 **michael.berger@bankruptcypower.com**

8 **Attorney for Debtor,**
9 **Stevenson Investment Group, LLC**

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **LOS ANGELES DIVISION**

13 **In re**

14 **Stevenson Investment Group, LLC**
15 **dba A Better Way Pharmacy,**
16 **Debtor.**

17 **) CASE NO.: 8:17-bk-10988-TA**

18 **) Chapter 11**

19 **) SUPPLEMENTAL DECLARATION OF**
20 **) MARK LIMON IN SUPPORT OF**
21 **) DEBTOR'S MOTION FOR AN ORDER**
22 **) AUTHORIZING CONTINUED INTERIM**
23 **) USE CASH COLLATERAL**

24 **) Date: June 6, 2017**
25 **) Time: 1:00 P.M.**
26 **) Place: Courtroom 1545**

27 **///**
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1 I, Mike Limon, declare and state:

2 1. I am the Managing Member for Stevenson Investment Group, LLC dba A Better
3 Way Pharmacy, the debtor and debtor-in-possession herein (the "Debtor" or "Business"). I am
4 over the age of 18. I have personal knowledge of the facts I state below, and if I were to be
5 called as a witness, I could and would competently testify about what I have written in this
6 declaration.

7 2. I make this declaration in support of Debtor's Motion for an Order Authorizing
8 Interim Use of Cash Collateral.

9 3. The Debtor has certain business expenses which it must pay on an ongoing basis
10 to ensure that its business is not interrupted. These expenses are delineated in the Cash
11 Collateral Budget which is attached hereto as Exhibit "1."

12
13
14 **General Description of the Debtor**

15 3. This is the Debtor's first bankruptcy case.

16 4. I am the sole owner and managing member of the Debtor. The Debtor is a
17 pharmacy and is in the business of selling and dispensing medical drugs and pharmaceuticals.

18 5. I purchased the Business in or around August 2015.

19 6. In and around early 2017, the Business ran into cash flow problems and needed
20 additional capital to continue its operations. In order to continue operations, the Business took
21 out two secured loans. The first is held by Yellowstone Capital ("Yellowstone") in the amount
22 of \$58,000.00. A true and correct copy of the loan agreement with Yellowstone is attached
23 herein as Exhibit "2". The second secured loan is held by Accord Business Funding West, LLC
24 ("Accord") in the amount of \$71,495.00. A true and correct copy of the Payment Rights
25 Purchase and Sale Agreement with Accord is attached herein as Exhibit "3".

26 7. I also personally guaranteed both of these two secured loans.
27
28

1 **Events Precipitating Bankruptcy Filing**

2 8. In May 2017, secured creditor Accord attempted to garnish the account of
3 Cardinal Health (“Cardinal”), one of the Debtor’s insurance carriers who holds an account
4 receivable of the Debtor. A true and correct copy of the Agreed Judgment and Notice of UCC
5 Demand and Request for Accounts Receivables is attached herein as Exhibit “4”. The funds were
6 not turned over to Accord and Cardinal is currently holding approximately \$40,000 of the
7 Debtor’s funds which is has tentatively agreed to turnover to Debtor. However, due to the
8 garnishment and fear of further garnishments on Debtor’s account receivables, the Debtor has
9 filed the instant chapter 11 bankruptcy in order to reorganize its debts.

10 **Business Income, Expenses and Payroll Obligations**

11 9. The Debtor has certain business expenses which it must pay on an ongoing basis
12 to ensure that its business is not interrupted. These expenses are delineated in the Cash
13 Collateral Budget which is attached hereto as Exhibit “1.”

14 10. The Debtor’s income is derived from insurance proceeds from the sale of
15 pharmaceuticals. The Debtor utilizes Cardinal as a third-party network provider to collect its
16 receivables from approximately 85% of its network providers. The Debtor collects the from the
17 remaining insurance companies directly.

18 11. The Debtor’s largest expense is for payroll which is approximately \$22,000 per
19 month. The Debtor employs 3 people to operate its Business and provide critical customer
20 services. The Debtor’s employees are the following: (1) Diana Gomez, a technician, who is paid
21 \$1,360.00 every other Friday; (2) Lori Limon, a technician, who is paid \$1,760.00 every other
22 Friday; and (3) Ken Asrach, a pharmacist, who receives \$3,500.00 every other Friday. I also run
23 the business and pay myself a salary of \$5,000 per month.

24 12. Debtor’s second largest expense is for its pharmaceuticals, which it also purchases
25 from Cardinal. The pharmaceutical costs for the Debtor are approximately \$18,000 per month.
26 This number can slightly vary depending on the types of pharmaceuticals that are being filled.
27
28

1 13. Debtor has a variety of other expenses, including rent, gas for deliveries, business
2 insurance, alarm systems, digital database costs, and other general office supply costs. Those
3 costs are delineated within the attached Budget.

4 14. As a result of the Bankruptcy filing, Debtor cannot pay its necessary expenses to
5 continue its business. Any further disruption would have an immediate and adverse impact upon
6 the operations at the Business. Accordingly, obtaining court authorization to use cash collateral
7 to pay the business's obligations which are in the ordinary course of business is critically
8 important to the Debtor and the creditors.

9 15. I am working with my attorneys to complete the Notice of Insider Compensation
10 as soon as possible.

11 16. If payments to necessary providers, including vendors, suppliers, and distributors
12 are not immediately made the Debtor's business will suffer. Attached hereto as Exhibit "1" and
13 incorporated herein by this reference is a projected cash flow budget that I am requesting the
14 Court approve.

15 17. The Secured Creditor's that are subject to this request for continued use of cash
16 collateral include Yellowstone and Accord. Both creditors have blanket liens regarding the
17 personal property assets of the Debtor.

18 18. The first is held by Yellowstone and the second secured loan is held by Accord as
19 noted above. I have also personally guaranteed these secured loans.

20 19. The value of Debtor's inventory is approximately \$40,000. Debtor has
21 approximately \$24,000 in accounts receivables, and approximately \$7,000 in various fixtures and
22 equipment in its store.

23 20. As of the date of the filing of this declaration, approximately \$11,000 has been
24 deposited in the Debtor's account post-petition.

25 21. To date, Debtor's currently has approximately \$13,000 of cash on hand.

26 22. I am seeking authority from this Court to permit the Debtor to use cash collateral
27 funds to maintain the Debtor's business for the benefit of my creditors.
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1
2 I declare under penalty of perjury that the foregoing is true and correct and that this
3 declaration is executed on June 2, 2017 at Lancaster, California.
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7 Mark Limon
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EXHIBIT 1

Stevenson Investment Group , LLC		
dba A Better Way to Pharmacy		
2:17-bk-16716-NB		
Income		\$ 44,950.00
Expenses		
Rent		\$ 2,150.00
Gas Card (Deliveries)		\$ 800.00
Business Insurance		\$ 175.00
Payroll		\$ 22,000.00
Digital RX		\$ 454.00
Alarm		\$ 23.00
Iron Mountain		\$ 50.00
Pharmaceuticals/Drugs (Cardinal Health)		\$ 18,000.00
Office Supplies		\$ 200.00
Misc and Emergency Expenses		\$ 75.00
		\$ 43,927.00
Yellowstone Adequate Protection Payment		\$ 500.00
Accord Adequate Protection Payment		\$ 500.00
Net Income		\$ 23.00

EXHIBIT 2



YELLOWSTONE CAPITAL
YOUR SOURCE FOR CREATIVE FINANCING

LOAN AGREEMENT (California) CFL Number: 603-K239

Agreement dated FEBRUARY 21, 2017 between Yellowstone Capital West LLC ("YCW") and the Borrower listed below ("Borrower").
(Month) (Day) (Year)

BORROWER INFORMATION

STEVENSON INVESTMENT GROUP, LLC

Borrower's Legal Name: _____ State of Incorporation/Organization: CA

D/B/A: A BETTER WAY PHARMACY

Type of entity: Corporation Limited Liability Company Limited Partnership Limited Liability Partnership Sole Proprietor

Address 1: 204 WEST AVE #J City: LANCASTER State: CA Zip: 93534

Address 2: 204 WEST AVE #J City: LANCASTER State: CA Zip: 93534

Date business started (mm/yy): 11/2015 Federal ID#: 47-6636674

Monthly Total Sales \$ _____ Monthly Card Sales \$ _____ Monthly Cash Sales \$ _____

LOAN TERMS

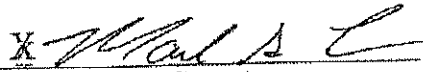
For value received, Borrower hereby promises to pay to YCW the principal amount specified below ("Loan Amount"), plus interest, in lawful money of the United States. Borrower shall deliver the principal and interest amount specified below (the "Repayment Amount") to YCW from the payment of monies from Borrower's customers' and/or other third party (the "Receipts" defined as all payments made by cash, check, electronic transfer or other form of monetary payment in the ordinary course of the Borrower's business), for the payment of Borrower's sale of goods or services.

The Repayment Amount shall be paid to YCW by Borrower's irrevocably authorizing only one depositing account acceptable to YCW (the "account") to remit the percentage specified below (the "Specified Percentage") of the Borrower's settlement amounts due from each transaction, until such time as YCW receives payment in full of the Repayment Amount. Borrower hereby authorizes YCW to ACH Debit the specified remittances from the Borrower's bank account on a daily basis and will provide YCW with all required access codes. Borrower understands that it is responsible for ensuring that the specified percentage to be debited by YCW remains in the account and will be held responsible for any fees incurred by YCW resulting from a rejected ACH attempt or an event of default. (See Appendix A). YCW is not responsible for any overdrafts or rejected transactions that may result from YCW's ACH debiting the specified amounts under the terms of this Agreement. YCW will debit the specific daily amount each business day and upon receipt of the Borrower's monthly bank statements to reconcile the Borrower's account by either crediting or debiting the difference from or back to the Borrower's bank account so that the amount debited per month equals the Specified Percentage. It is solely the Borrower's responsibility to send all their bank statements and a missed month forfeits all future reconciliations. YCW may, upon Borrower's request, extend the time for any payment due under this Agreement for such time as YCW, in its sole discretion, deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between YCW and Borrower, upon the occurrence of an Event of Default under Section 4 of the LOAN AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%.

Loan Amount: \$ 40,000.00 Specified Percentage: _____ % Specific Daily Amount: \$ 683.01 Repayment Amount: \$ 68,000.00

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "LOAN AGREEMENT TERMS AND CONDITIONS", THE "SECURITY AGREEMENT AND GUARANTY" AND "ADMINISTRATIVE FORM" ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS AGREEMENT.

BORROWER #1
By: MARK S LIMON OWNER
(Print Name and Title)

X 
(Signature)

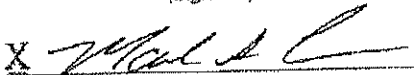
Sign Here

BORROWER #2
By: _____
(Print Name and Title)

X _____
(Signature)

Sign Here

OWNER/GUARANTOR #1
By: MARK S LIMON
(Print Name)

X 
(Signature)

Sign Here

OWNER/GUARANTOR #2
By: _____
(Print Name)

X _____
(Signature)

Sign Here

YELLOWSTONE CAPITAL WEST LLC

By: _____ Associate Name _____
(Yellowstone Capital West LLC, Officer) (Signature)

Each of above-signed Borrower and Owner/Guarantor represents that he or she is authorized to sign this Agreement for Borrower and that the information provided herein and in all of YCW's forms is true, accurate and complete in all respects. YCW may produce a monthly statement reflecting the delivery of the Specified Percentage of Receivables from Borrower via Bank.

ANY MISREPRESENTATION MADE BY BORROWER OR ANY OWNER/GUARANTOR IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION.

LOAN AGREEMENT TERMS AND CONDITIONS

I. TERMS OF ENROLLMENT IN PROGRAM

1.1 Borrower Deposit Agreement. Borrower shall execute an agreement (the "Borrower Deposit Agreement") acceptable to YCW, with a Bank acceptable to YCW, to obtain electronic fund transfer services. Borrower shall provide YCW and/or its authorized agent with all of the information, authorizations and passwords necessary for verifying Borrower's receivables, receipts and deposits into the account. Borrower authorizes YCW and/or its agent to deduct the amounts owed to YCW for the Receipts as specified herein from settlement amounts which would otherwise be due to Borrower from electronic check transactions and to pay such amounts to YCW by permitting YCW to withdraw the Specified Percentages by ACH debiting of the account. The authorization shall be irrevocable.

1.2 Term of Agreement. This Agreement shall have a term of one year (upon the expiration of the term, this Agreement shall automatically renew for successive one-year terms, provided, however, that during the renewal (terms) Borrower may terminate this Agreement upon ninety days' prior written notice (effective upon receipt) to YCW. The termination of this Agreement shall not affect Borrower's responsibility to satisfy all outstanding obligations (including the Loan Amount and accrued interest) to YCW at the time of termination.

1.3 Additional Loans. YCW reserves the right to rescind the offer to make additional loans hereunder, in its sole discretion.

1.4 Bridge Account. Borrower may be required to open a new bank account into which the Specified Percentage of the settlement amounts will be deposited (the "Bridge Account"). Borrower appoints YCW as "Acting Agent" over the Bridge Account, and shall instruct the Bank to designate the Bridge Account as the depository account for all transactions. Borrower assumes all responsibility for all fees, costs, charge-backs or suspicious items processed through the Bridge Account (see "Miscellaneous Service Fees" paragraph 3.7). Borrower agrees to maintain a minimum balance in the Bridge Account (the "Minimum Balance") equal to the per-month average of all fees charged to Borrower by Bank, averaged over a six-month period.

1.5 Financial Condition. Owner/Guarantor and Borrower authorize YCW, its agents and representatives and any credit reporting agency engaged by YCW, to investigate their creditworthiness, financial responsibility and history, and they agree to provide YCW any financial statements, tax returns, references, or other financial information, as YCW deems necessary prior to or after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of credit and financial information. Borrower and Owner/Guarantor authorize YCW to update their credit and financial profile from time to time in the future, as YCW deems appropriate. An investigative or consumer report may be made in connection with this Agreement.

1.6 Transactional History. Borrower authorizes their Bank to provide YCW with Borrower's banking history.

1.7 Indemnification. Borrower and each Owner/Guarantor jointly and severally indemnify, defend and hold harmless Bank, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Bank resulting from (a)

claims asserted by YCW for monies owed to YCW from Borrower and (b) actions taken by Bank in reliance upon information or instructions provided by YCW.

1.8 No Liability. In no event will Bank or YCW be liable for any claims asserted by Borrower under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Borrower and Owner/Guarantor.

1.9 Reliance on Terms. Sections 1.1, 1.7, 1.8, 2.5, and 4.6 of this Agreement are agreed to for the benefit of Borrower, YCW and Bank, and notwithstanding the fact that Bank is not a party of this Agreement, Bank may rely upon their terms and raise them as a defense in any action.

1.10 Savings Clause. In no event shall the aggregate amount of interest charged or collected hereunder exceed the highest rate permissible at law. In the event that a court determines that YCW has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and YCW shall promptly refund to Borrower any interest received by YCW in excess of the maximum lawful rate, it being intended that Borrower not pay or contract to pay, and that YCW not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Borrower under applicable law.

1.11 Power of Attorney. Borrower irrevocably appoints YCW as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to YCW from Bank, or upon the occurrence of an Event of Default under Section 4 hereof, to settle all obligations due to YCW from Borrower, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral (as defined in the Security Agreement and Guaranty); (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Borrower's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to YCW; (v) to file any claims or take any action or institute any proceeding which YCW may deem necessary for the collection of any of the unpaid Repayment Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Repayment Amount; and (vi) in the event that Borrower changes or permits the change of the credit card processor approved by YCW or adds an additional credit card processor, YCW shall have the right, without waiving any of its rights and remedies and without notice to Borrower or any Owner/Guarantor, to notify the new or additional credit card processor of the sale of credit card receivables hereunder and to direct such new or additional credit card processor to make payment to YCW of all or any portion of the amounts received by such credit card processor. Borrower hereby grants to YCW an irrevocable power of attorney, which power of attorney shall be coupled with an interest, and hereby appoints YCW or any of YCW's representatives as Borrower's attorney-in-fact, to take any and all action necessary to direct such new or additional credit card processor to make payment

to YCW as contemplated by this Section 1.11.

1.12 Protection of Information. Borrower and each person signing this Agreement on behalf of Borrower and/or as Owner/Guarantor, in respect of himself or herself personally, authorizes YCW to disclose to any third party information concerning Borrower's and each Owner's/Guarantor's credit standing (including credit bureau reports that YCW obtains) and business conduct. Borrower and each Owner/Guarantor hereby waives to the maximum extent permitted by law any claim for damages against YCW or any of its affiliates relating to any (i) investigation undertaken by or on behalf of YCW as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.13 Confidentiality. Borrower understands and agrees that the terms and conditions of the products and services offered by YCW, including this Agreement, the Security Agreement and Guaranty and any other YCW documents (collectively, "Confidential Information") are proprietary and confidential information of YCW. Accordingly unless disclosure is required by law or court order, Borrower shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor or employee of Borrower who needs to know such information for the purpose of advising Borrower ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Borrower and first agrees in writing to be bound by the terms of this Section 1.13.

1.14 Publicity. Borrower and each Owner/Guarantor authorizes YCW to use its, his or her name in a listing of clients and in advertising and marketing materials.

1.15 D/B/A's. Borrower hereby acknowledges and agrees that YCW may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between YCW and Borrower, including the filing of UCC-1 financing statements and other notices or filings.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS Borrower and each Owner/Guarantor represents, warrants and covenants that as of this date and during the term of this Agreement:

2.1 Financial Condition and Financial Information. Its financial statements, copies of which have been furnished to YCW, and future statements which will be furnished hereafter at the request of YCW, fairly represent the financial condition of Owner/Guarantor and Borrower at such dates, and since those dates there has been no material adverse change, financial or otherwise, in such condition, operation or ownership of Borrower. Borrower has a continuing, affirmative obligation to advise YCW of any material adverse change in its financial condition, operation or ownership. Borrower's failure to do so is a material breach of this Agreement.

2.2 Governmental Approvals. Borrower is in compliance and shall comply with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged.

2.3 Authorization. Borrower, and the person(s) signing this Agreement on behalf of Borrower, have full power and authority to execute this Agreement and to incur and perform the obligations under this Agreement, all of which have been duly authorized.

2.4 Insurance. Borrower will maintain business-interruption, casualty and commercial liability insurance naming YCW as loss payee and additional

Initials: X ML X

insured in amounts and against risks as are satisfactory to YCW and shall provide YCW proof of such insurance upon request

2.5 Borrower Processing Agreement and Arrangements. Without YCW's prior written consent, Borrower will not (i) change the card Bank through which the major cards are settled from Bank to another card Bank; (ii) permit any event to occur that could cause diversion of any of Borrower's card transactions from Bank to another Bank, (iii) change its arrangements with Bank or amend the Borrower Processing Agreement in any way that is adverse to YCW, (iv) add card processing terminals; (v) use multiple card processing terminals, (vi) change its financial institution or bank account(s) (including the Bridge Account); (vii) take any other action that could have any adverse effect upon Borrower's obligations under this Agreement; or (viii) take any action, fail to take any action, or offer any incentive—economic or otherwise—the result of which will be to discourage the use of cards that are settled through Bank, or to induce any customers to pay for Borrower's services with any means other than cards that are settled through Bank, or permit any event to occur that could have an adverse effect on the use, acceptance, or authorization of cards for the purchase of Borrower's services and products. Any such change, action or inaction shall be a material breach of this Agreement.

2.6 Change of Name, Location or Jurisdiction of Organization. Borrower will not conduct Borrower's businesses under any name other than as disclosed to the Bank and YCW, change any of its places of business, or change its jurisdiction of organization.

2.7 Daily Batch Out. Borrower will batch out receipts with the Bank on a daily basis.

2.8 Extended Certificate. Borrower will at any time, and from time to time, upon at least one (1) day's prior notice from YCW to Borrower, execute, acknowledge and deliver to YCW and/or to any other person, firm or corporation specified by YCW, a statement certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and stating the dates when the Repayment Amount or any portion thereof has been repaid.

2.9 No Bankruptcy. As of the date of this Agreement, Borrower has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Borrower. Borrower further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it.

2.10 Other Financing. Borrower shall not enter into any arrangement, agreement or commitment that relates to or involves Receipts, whether in the form of a purchase (such as a merchant cash advance) of, a loan against, or the sale or purchase of credits against, any Receipts, cash deposits or future card or mobile payment sales with any party other than YCW without YCW's written permission.

2.11 Unencumbered Receipts. Borrower has good and marketable title to all Receipts, free and clear of any and all liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of, YCW.

2.12 Business Purpose. Borrower is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Borrower is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes.

2.13 Default Under Other Contracts. Borrower's execution of or performance under this Agreement will not cause or create an event of default by Borrower under any contract with another person or entity.

2.14 Delivery of Confession of Judgment. At YCW's request, upon execution of this Agreement, Borrower shall deliver to YCW an executed Confession of Judgment, in the form provided by YCW, in favor of YCW in the amount of the Loan Amount.

2.15 Delivery of Assignment of Lease. Borrower and Owner/Guarantor authorize YCW to receive pertinent information regarding the commercial lease for the physical location of Borrower's business (the "Premises") from any applicable leasing company and or agent. Upon execution of this Agreement, Borrower shall deliver to YCW an executed Assignment of Lease covering the Premises in favor of YCW.

2.16 Sale of Business. Borrower shall not sell, dispose, transfer or otherwise convey its business or assets without (i) the express prior written consent of YCW, and (ii) the written agreement of any purchaser or transferee assuming all of Borrower's obligations under this Agreement pursuant to documentation satisfactory to YCW.

2.17 Bridge Account. Borrower will not take any action to cause the Specified Percentage of the settlement amounts to be settled or delivered to any account other than the Bridge Account. Borrower will maintain a Minimum Balance in the Bridge Account.

2.18 Use of Proceeds. Borrower will conduct its business and use the Loan Amount in the ordinary course of its business, consistent with past practice.

2.19 Accuracy of Information. All information provided by Borrower and each Owner/Guarantor to YCW herein, in the Security Agreement and Guaranty, and in all other YCW forms is true, accurate and complete in all respects.

III. EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Borrower or Owner/Guarantor violates any term, covenant or condition in this Agreement or the Security Agreement and Guaranty; (b) any representation or warranty by Borrower or Owner/Guarantor in this Agreement or the Security Agreement and Guaranty shall prove to have been incorrect, incomplete, false or misleading in any material respect when made; (c) Borrower or Owner/Guarantor admits its inability to pay its debts, or makes a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Borrower or Owner/Guarantor seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts; (d) Owner/Guarantor sends a notice of termination of the Security Agreement and Guaranty; (e) Borrower suspends, dissolves or terminates its business; (f) Borrower sells all or substantially all of its assets; (g) Borrower makes or sends notice of any intended bulk sale or transfer by Borrower; (h) Borrower performs any act that impairs or adversely affects the cash flow of the business placing undue stress on the viability of the operations and reduces the value of

the Collateral or the security interest granted in the Collateral under the Security Agreement and Guaranty; (i) Owner/Guarantor performs any act that reduces the value of the Additional Collateral (as defined in the Security Agreement and Guaranty) or the security interest granted in the Additional Collateral under the Security Agreement and Guaranty; (j) Borrower or Owner/Guarantor performs any act that reduces the value of the Cross-Collateral (as defined in the Security Agreement and Guaranty); (k) Borrower or any Owner/Guarantor files any petition for bankruptcy under the United States code or an involuntary petition for bankruptcy has been brought (or is pending against Borrower or any Owner/Guarantor, or (l) Borrower or Owner/Guarantor defaults under any of the terms, covenants and conditions of any other agreement with YCW including those with affiliated / associated businesses.

3.2 Remedies. Upon the occurrence of an Event of Default that is not waived pursuant to Section 4.4 hereof, YCW may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of Borrower's and Owner's/Guarantor's obligations hereunder, under the Security Agreement and Guaranty, or pursuant to any other legal or equitable right or remedy. Upon YCW's notice to Borrower of any Event of Default, the entire Repayment Amount and unpaid fees not already paid to YCW shall become immediately due and payable to YCW. In addition, upon an Event of Default (i) YCW may enforce the provisions of the Security Agreement and Guaranty against the Borrower and Owner/Guarantor; (ii) YCW may enforce its security interest in the Collateral, the Additional Collateral and the Cross-Collateral; (iii) YCW may debit Borrower's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Borrower's bank account or otherwise; (iv) YCW may enter the Confession of Judgment as a judgment with the appropriate Clerk of Court and execute thereon; and (v) YCW may exercise its rights under the Assignment of Lease. All rights, powers and remedies of YCW in connection with this Agreement and the Security Agreement and Guaranty may be exercised at any time by YCW after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

3.3 Costs. Borrower and Owner/Guarantor shall pay to YCW all reasonable costs associated with (a) a breach by Borrower or Owner/Guarantor of the representations, warranties and covenants in this Agreement and the Security Agreement and Guaranty and the enforcement thereof, and (b) the enforcement of YCW's remedies set forth in Section 3.2 above, including but not limited to court costs and attorneys' fees.

3.4 Required Notifications. Borrower and Owner/Guarantor are required to give YCW written notice within 24 hours of any filing by Borrower or Owner/Guarantor under Title 11 of the United States Code. Borrower is required to give YCW seven days' written notice prior to the closing of any sale of all or substantially all of the Borrower's assets or stock. Borrower is required to give YCW fourteen days' written notice prior to the suspension, dissolution or termination of its business.

3.5 Default Fee. Upon the occurrence of any Event

of Default, and written notice to Borrower thereof, Borrower shall pay to YCW a default fee ("Default Fee") of \$2,500. This Default Fee shall be payable on demand and stand in addition to any other fees or penalties outlined within this Agreement, the Security Agreement or Guaranty.

3.6 Bank Change Fee. Borrower shall pay to YCW \$5,000.00 in the event that Borrower (i) uses multiple Bank accounts for deposits without the prior written consent of YCW, or (ii) changes its Bank without the prior written consent of YCW. Such Bank Change Fee (i) shall be due and payable to YCW on demand, (ii) is not exclusive of, and is cumulative with, any other fee or amount paid or payable to YCW by Borrower pursuant to this Agreement or the Security Agreement and Guaranty, and (iii) shall not be construed as a waiver of any Event of Default hereunder or under the Security Agreement and Guaranty or as otherwise operating to reduce or limit YCW's rights or remedies provided for hereunder, under the Security Agreement and Guaranty or at law or in equity.

3.7 Miscellaneous Service Fees. Borrower shall pay certain fees for services related to the origination and maintenance of accounts which may include but not be limited to: Borrowers funding is done electronically to their designated bank account and charged a fee of \$35.00 for a Fed Wire or \$15.00 for an ACH. The fee for underwriting and origination is paid from the funded amount in accordance with the schedule below. If Borrower is utilizing a Bridge / Control Account, there is an upfront fee of \$395.00 for the bank fees and administrative costs of maintaining such account for each loan agreement with Borrower. Fund transfers from Bridge / Control Accounts to Borrower's operating bank account will be charged \$10.95 per month via ACH. This fee will continue if the bridge account remains open after the Repayment Amount is paid. Borrower will be charged \$50.00 for each change of its operating bank account once active with YCW. Any administrative adjustments associated with changes to the Specified Percentage will incur a fee of \$75.00 per occurrence. (All fees are subject to change).

INITIALS: X mu

IV. MISCELLANEOUS

4.1 Modifications/Agreements. No modification, amendment, waiver or consent of any provision of this Agreement or the Security Agreement and Guaranty shall be effective unless the same shall be in writing and signed by YCW.

4.2 Assignment. YCW may assign, transfer or sell its rights to receive the Loan Amount and any accrued but unpaid interest or delegate its duties hereunder, either in whole or in part.

4.3 Notices. All notices, requests, consent, demands and other communications hereunder and under the Security Agreement and Guaranty shall be delivered by ordinary mail, effective upon mailing, to the respective parties to this Agreement and the Security Agreement and Guaranty at the addresses set forth in this Agreement and shall become effective only upon receipt. The Parties hereto may also send such notices, requests, consent, demands and other communications via facsimile ("FAX") or electronic mail ("Email") at such FAX numbers and email addresses communicated by the parties hereto in writing.

4.4 Waiver; Remedies. No failure on the part of YCW to exercise, and no delay in exercising, any right under this Agreement or the Security Agreement and Guaranty shall operate as a waiver thereof, nor 1376479.2

shall any single or partial exercise of any right under this Agreement or the Security Agreement and Guaranty preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder and under the Security Agreement and Guaranty are cumulative and not exclusive of any remedies provided by law or equity.

4.5 Solicitations. Borrower and each Owner/Guarantor authorizes YCW and its affiliates to communicate with, solicit and/or market to Borrower and each Owner/Guarantor via regular mail, telephone, email and facsimile in connection with the provision of goods or services by YCW, its affiliates or any third party that YCW shares, transfers, exchanges, discloses or provides information with and will hold YCW, its affiliates and such third parties harmless against any and all claims pursuant to the federal CAN-SPAM ACT of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCPA), and any and all other states of Federal laws relating to transmissions or solicitations by and any of the methods described above.

4.6 Terminated Borrower File and Match File. Borrower expressly acknowledges that a Terminated Borrower File ("TMF"), or any successor thereto, is maintained by MasterCard or VISA containing the business name and names and identification of principals of Borrowers which have been terminated for one or more of the reasons specified in MasterCard or VISA operating regulations. Such reasons include, but are not limited to, fraud, counterfeit drafts, unauthorized transactions, excessive charge-backs and retrieval requests, money laundering, or where a high security risk exists.

4.7 Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement and the Security Agreement and Guaranty shall be binding upon and inure to the benefit of Borrower, Owner/Guarantor, YCW and their respective successors and assigns, except that Borrower and Owner/Guarantor shall not have the right to assign their rights hereunder, under the Security Agreement and Guaranty or any interest herein or therein without the prior written consent of YCW which consent may be withheld in YCW's sole and absolute discretion. YCW reserves the rights to assign this Agreement and the Security Agreement and Guaranty with or without prior written notice to Borrower and Owner/Guarantor. This Agreement and the Security Agreement and Guaranty shall be governed by and construed in accordance with the laws of the State of California, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder or under the Security Agreement and Guaranty, or the interpretation, performance or breach hereof or thereof, shall, if YCW so elects, be instituted in any court sitting in Los Angeles County, State of California (the "Acceptable Forums"). Borrower and Owner/Guarantor agree that the Acceptable Forums are convenient to them, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Borrower and Owner/Guarantor waive any right to oppose any motion or application made by YCW to transfer such proceeding to an Acceptable Forum.

4.8 Survival of Representation, etc. All representations, warranties and covenants herein and in the Security Agreement and Guaranty shall survive the execution and delivery of this Agreement and the Security Agreement and Guaranty and shall continue in full force until all obligations under this Agreement

and the Security Agreement and Guaranty shall have been satisfied in full and this Agreement and the Security Agreement and Guaranty shall have terminated.

4.9 Severability. In case any of the provisions in this Agreement or the Security Agreement and Guaranty is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein or therein shall not in any way be affected or impaired. Any provision hereof and in the Security Agreement and Guaranty prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof or thereof.

4.10 Entire Agreement. This Agreement and the Security Agreement and Guaranty embody the entire agreement between Borrower, Owner/Guarantor and YCW and supersede all prior agreements and understandings relating to the subject matter hereof.

4.11 JURY TRIAL WAIVER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT AND THE SECURITY AGREEMENT AND GUARANTY IS A PART OR THE ENFORCEMENT HEREOF OR THEREOF. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

4.12 CLASS ACTION WAIVER. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST ANOTHER PARTY, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR THE SECURITY AGREEMENT AND GUARANTY); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4.13 Facsimile and PDF Acceptance. Facsimile and PDF signatures shall be deemed acceptable for all purposes.

4.14 No Offset; Holder in Due Course. Borrower waives any right of offset it now has or may hereafter have against the holder hereof and its successors and assigns, and agrees to make the payments called for hereunder in accordance with the terms hereof. YCW and all successors thereof shall have all the rights of a holder in due course as provided in the California Uniform Commercial Code and other laws of the

INITIALS: X mu

State of California

4.15 Waivers. Borrower and any endorsers, guarantors or sureties hereof severally waive presentment and demand for payment, notice of intent to accelerate maturity, protest or notice of protest or non-payment, bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and properties securing payment hereunder; expressly agree that this Agreement, or any payment hereunder, may be extended from time to time; and consent to the acceptance of further security or the release of any security for this Agreement, all without in any way affecting the liability of Borrower and any endorsers or guarantors hereof. No extension of time for payment under this Agreement, made by agreement by YCW with any person now or hereafter liable for the payment of this Agreement, shall affect the original liability under this Agreement of Borrower even if Borrower is not a party to such agreement.

4.16 Joint and Several Liability. In the event Borrower is composed of more than one party, the obligations, covenants, agreements and warranties contained herein as well as the obligations arising therefrom are and shall be joint and several as to each such party.

YELLOWSTONE CAPITAL WEST LLC – SECURITY AGREEMENT AND GUARANTY

Borrower's Legal Name: STEVENSON INVESTMENT GROUP, LLC
D/B/A: A BETTER WAY PHARMACY
Physical Address: 204 WEST AVE #J City: LANCASTER State: CA Zip: 93534
EIN #: 47-5836674

SECURITY AGREEMENT

- 1. Security Interest: To secure Borrower's payment and performance obligations to YCW under the Loan Agreement...
2. Cross-Collateral: To secure Guarantor's payment and performance obligations to YCW under this Security Agreement and Guaranty...

(the "Additional Collateral"). Guarantor understands that YCW will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement. Borrower and Guarantor each acknowledge and agree that any security interest granted to YCW under any other agreement between Borrower or Guarantor and YCW (the "Cross-Collateral") will secure the obligations hereunder and under the Loan Agreement.

Borrower and Guarantor each agrees to execute any documents or take any action in connection with this Agreement as YCW deems necessary to perfect or maintain YCW's first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of any account control agreements. Borrower and Guarantor each hereby authorizes YCW to file any financing statements deemed necessary by YCW to perfect or maintain YCW's security interest, which financing statement may contain notification that Borrower and Guarantor have granted a negative pledge to YCW with respect to the Collateral, the Additional Collateral and the Cross-Collateral, and that any subsequent lender or lienor may be tortiously interfering with YCW's rights. Borrower and Guarantor shall be liable for and YCW may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by YCW in protecting, preserving and enforcing YCW's security interest and rights.

- 3. Negative Pledge: Borrower and Guarantor each agrees not to create, incur, assume, or permit to exist, directly or indirectly, any additional cash advances, loans, lien on or with respect to any of the Collateral, the Additional Collateral or the Cross-Collateral, as applicable without written permission of YCW.
4. Consent to Enter Premises and Assign Lease: YCW shall have the right to cure Borrower's default in the payment of rent on the following terms. In the event Borrower is served with papers in an action against Borrower for nonpayment of rent or for summary eviction, YCW may execute its rights and remedies under the Assignment of Lease. Borrower also agrees that YCW may enter into an agreement with Borrower's landlord giving YCW the right: (a) to enter Borrower's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and (b) to assign Borrower's lease to another qualified merchant capable of operating a business comparable to Borrower's at such premises.
5. Remedies: Upon any Event of Default, YCW may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise.

Without limiting anything contained in this Agreement, including the immediately preceding sentence, or available to YCW by law, upon the occurrence of an Event of Default, YCW may do the following, which Borrower authorizes, and which may be exercised in YCW's sole and absolute discretion and with or without legal process or further notice or demand to YCW: (i) enforce payment and prosecute any action or proceeding with respect to any and all of the Collateral, and (ii) foreclose the liens and security interests created under this Agreement and sell the Collateral by any available procedure, with or without judicial process.

- 6. Ownership of Collateral: Borrower represents and warrants that Borrower is, and will until full satisfaction of all obligations to YCW be, the owner of all Collateral whenever acquired, free and clear of all liens, charges and encumbrances except those disclosed to and approved in writing by YCW. Borrower will appear in, contest and defend against any action or proceeding purporting to affect title to, or any other interest in, any portion of the Collateral, or the rights or powers of YCW, its successors or assigns, or the right or interest of YCW, legal or beneficial, in any portion of the Collateral. Borrower waives any right it may have to require YCW to pursue any third party for obligations in respect of the Collateral.
7. Filing of Financial Statements: Borrower authorizes YCW, at Borrower's expense, to file and refile such financing statements, amendments, continuation statements, and other documents describing the Collateral in such offices as may be necessary or required in order to perfect or preserve YCW's security interest in the Collateral and hereby authorizes YCW to file financing statements and amendments thereto relative to all or any part of the Collateral where necessary or required to perfect or to continue the security interest granted herein without the signature of Borrower where permitted by law, and Borrower agrees to do such further acts and things and to execute and deliver to YCW any of the foregoing and such additional conveyances, assignments, agreements and instruments as YCW may reasonably require to carry into effect the purposes of this Agreement.
8. Records of Collateral Inspection: Borrower will at all times keep accurate records with respect to the Collateral which are as complete and comprehensive as those customarily maintained by others engaged in businesses of the type in which Borrower engages, and agree that YCW or its representatives shall have the right, at any time during normal working hours or any other reasonable time and from time to time, to call at its place or places of business or where the Collateral or any part thereof may be held or located or Borrower's records pertaining to the Collateral may be kept and to inspect the Collateral and/or to examine or cause to be examined such records and to make abstracts therefrom or copies thereof. In addition, upon YCW's request, if YCW deems it necessary to perfect or preserve YCW's security interest in the Collateral, and at the cost and expense of Borrower, Borrower will mark or stamp on, or otherwise affix to, each item of Collateral and each of their individual ledger sheets, cards and other records pertaining thereto, a legend or plaque in form and content reasonably satisfactory to YCW indicating that such Collateral is subject to a security interest in favor of YCW.

9. **Lawful Purpose; Negotiable Document of Title.** Borrower agrees, (i) not to use the Collateral for any unlawful purpose nor to use it in any way that would void any insurance required to be carried in connection herewith; and (ii) if any Collateral becomes the subject of any negotiable document of title, including any warehouse receipt or bill of lading, to deliver such document to YCW.
10. **Restrictions.** Borrower represents, warrants and covenants with YCW that Borrower will not, without YCW's prior written consent, (i) grant a security interest in or permit a lien, claim or encumbrance upon any of the Collateral to any person, association, firm, corporation, entity or governmental agency or instrumentality (collectively, "Person"); (ii) permit any levy, attachment or restraint to be made affecting any of Borrower's assets; (iii) permit any judicial officer, receiver or assignee to be appointed or to take possession of any or all of Borrower's assets; (iv) change its name, business structure, corporate identity or structure; add any new fictitious names, liquidate, merge or consolidate with or into any other business organization; (v) move or relocate any Collateral; (vi) acquire any other business organization; (vii) enter into any transaction not in the usual course of Borrower's business; (viii) incur any debts outside the ordinary course of Borrower's business except renewals or extensions of existing debts and interest thereon; (ix) make loans, advances or extensions of credit to any Person; or (x) guarantee or otherwise, directly or indirectly, in any way be or become responsible for obligations of any other person, whether by agreement to purchase the indebtedness of any other Person, agreement for the furnishing of funds to any other Person through the furnishing of goods, supplies or services, by way of stock purchase, capital contribution, advance or loan, for the purpose of paying or discharging (or causing the payment or discharge of) the indebtedness of any other person, or otherwise, except for the endorsement of negotiable instruments by the Borrower in the ordinary course of business for deposit or collection.

GUARANTY

1. **Personal Guaranty.** The undersigned Guarantor(s) hereby absolutely, irrevocably and unconditionally guarantees to YCW, Borrower's payment and performance of all of the representations, warranties, covenants made by Borrower in this Agreement and the Loan Agreement, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due (i) at the time of any breach by Borrower of any representation, warranty, or covenant made by Borrower in this Agreement or the Loan Agreement, or (ii) at the time Borrower admits its inability to pay its debts, or makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Borrower seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.
2. **Guarantor Waivers.** In the event that Borrower fails to make a payment or perform any obligation when due under the Loan Agreement, YCW may enforce its rights under this Agreement without first seeking to obtain payment from Borrower, any other guarantor, or any Collateral, Additional Collateral or Cross-Collateral YCW may hold pursuant to this Agreement or any other guaranty. Guarantor waives any right of subrogation and any right to enforce any remedy which YCW now has or may hereafter have against Borrower and any benefit of, and any right to participate in, any security now or hereafter held by YCW. Without limiting the generality of the foregoing, Guarantor hereby expressly waives any and all benefits of the following California Civil Code Sections: Section 2809 and agrees that by doing so Guarantor's liability may be larger in amount and more burdensome than that of Borrower; Section 2810 and agrees that by doing so Guarantor is liable even if Borrower had no liability at the time of execution of any agreement or thereafter ceases to be liable; Section 2819 and agrees that by doing so Guarantor's liability shall continue even if YCW alters any obligations under any agreement in any respect or if YCW's remedies or rights against Borrower are in any way impaired or suspended without Guarantor's consent; Section 2825 and agrees that by doing so Guarantor's liability shall continue even if Borrower is discharged from payment of any amounts due under the Loan Agreement (the "Debt") by operation of law, Section 2839 and agrees that by doing so Guarantor's liability shall continue even if Borrower offers to repay the Debt; Sections 2845 through 2850 including, without limitation, the right to require YCW to (a) proceed against Borrower or any other guarantor or pledgor, (b) proceed against or exhaust any security or collateral YCW may hold or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that YCW may proceed against Guarantor for the obligations guaranteed herein without taking any action against Borrower or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral YCW holds, and Section 2855 and agrees that by doing so an arbitration award against Borrower may be deemed to be an award against Guarantor. Guarantor's liability is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Loan Agreement or this Agreement, and Guarantor waives any and all benefits and defenses setting forth the same and Guarantor waives any defense which Borrower may have to the performance of any of its obligations in connection with the Debt. Guarantor acknowledges that Section 2856 of the California Civil Code authorizes and validates waivers of a guarantor's rights of subrogation and reimbursement and certain other rights and defenses otherwise available to Guarantor under California law, and Guarantor hereby waives all rights of subrogation, reimbursement, indemnification and contribution and all other rights and defenses that are or may become available by reason of Sections 2787 to 2855, inclusive of the California Civil Code.

YCW does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) Borrower's failure to pay timely any amount owed under the Loan Agreement; (ii) any adverse change in Borrower's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; (iv) YCW's acceptance of this Agreement; and (v) any renewal, extension or other modification of the Loan Agreement or Borrower's other obligations to YCW. In addition, YCW may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement: (i) renew, extend or otherwise modify the Loan Agreement or Borrower's other obligations to YCW; (ii) release Borrower from its obligations to YCW; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Loan Amount plus any accrued but unpaid interest and Borrower's other obligations to YCW under the Loan Agreement and this Agreement are paid in full, Guarantor shall not seek reimbursement from Borrower or any other guarantor for any amounts paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Borrower, any other guarantor, or any collateral provided by Borrower or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that YCW must return any amount paid by Borrower or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Agreement shall include that amount.

3. **Guarantor Acknowledgment.** Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.
4. **Joint and Several Liability.** The obligations hereunder of the persons or entities constituting Guarantor under this Agreement are joint and several.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "LOAN AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE LOAN AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

BORROWER #1

By MARK S LIMON

(Print Name and Title)

SS# _____

Mark S Limon

(Signature)

Driver's License Number: _____

Sign Here

BORROWER #2

By _____
(Print Name and Title)

SS# _____

(Signature)

Driver's License Number: _____

Sign Here

OWNER/GUARANTOR #1

By MARK S LIMON

(Print Name)

SS# _____

Mark S Limon

(Signature)

Driver's License Number: _____

Sign Here

OWNER/GUARANTOR #2

By _____
(Print Name)

SS# _____

(Signature)

Driver's License Number: _____

Sign Here



APPENDIX A: THE FEE STRUCTURE:

Origination Fee – to cover underwriting and related expenses

<u>Amount Funded</u>	<u>Origination Fee</u>
\$5,001.00 - \$7,500.00	\$199.00
\$7,501.00 - \$50,000.00	\$295.00, or up to 10% of the funded amount
\$50,001.00 - \$100,000.00	\$395.00, or up to 10% of the funded amount
\$100,001.00 - \$250,000.00	\$595.00, or up to 10% of the funded amount
Over \$250,000.00	\$795.00, or up to 10% of the funded amount

a. **ACH Program Fee-** \$ 395.00 ACH's are labor intensive and are not an automated process requiring us to charge this fee to cover costs

b. **NSF Fee (Standard)-** \$ 15.00ea Up to FOUR TIMES ONLY before a default is declared

c. **Rejected ACH -** When the merchant directs the bank to Reject our Debit ACH
Daily ACH Program

<u>Amount Funded</u>	<u>Reject Fee</u>
Up to \$7,500.00	\$ 25.00
\$7,501.00-\$50,000.00	\$ 35.00
\$50,001.00-\$100,000.00	\$ 50.00
\$100,001.00-\$250,000.00	\$ 75.00
Over \$250,000.00	\$100.00

Weekly ACH Program

<u>Amount Funded</u>	<u>Reject Fee</u>
Up to \$7,500.00	\$ 75.00
\$7,501.00-\$50,000.00	\$ 99.00
\$50,001.00-\$100,000.00	\$175.00
\$100,001.00-\$250,000.00	\$275.00
Over \$250,000.00	\$395.00

d. **Bank Change Fee-** \$ 75.00 When borrower requires a change of account to be Debited requiring us to adjust our system

e. **Blocked Account-** \$2,500.00 When borrower BLOCKS account from our Debit ACH which places them in default (per contract)

f. **Default Fee-** \$2,500.00 When borrower changes bank account cutting us off from our collections

Miscellaneous Service Fees. Borrower shall pay certain fees for services related to the origination and maintenance of accounts which may include but not be limited to: Borrowers funding is done electronically to their designated bank account and charged a fee of \$35.00 for a Fed Wire or \$15.00 for an ACH. The fee for underwriting and origination is paid from the funded amount in accordance with the schedule on this page. If Borrower is utilizing a Bridge / Control Account, there is an upfront fee of \$395.00 for the bank fees and administrative costs of maintaining such account for each loan agreement with Borrower. Fund transfers from Bridge / Control Accounts to Borrower's operating bank account will be charged \$10.95 per month via ACH. This fee will continue if the bridge account remains open after the Repayment Amount is paid. Borrower will be charged \$50.00 for each change of its operating bank account once active with YCW. Any administrative adjustments associated with changes to the Specified Percentage will incur a fee of \$75.00 per occurrence. (All fees are subject to change)

Borrower Initials: X
 X



Secured Merchant Agreement requirements:

- Sign and Initial after every "X" on this contract.
- Fill in the correct account information on the addendum page.

Please provide with your signed contract the following:

- Driver's License
- Voided Check
- Business License

If you do not have a business license we also accept

- IRS confirmation of EIN
- Formation docs with the state
- Confirmation of entity with the secretary of state

For sole proprietorship's we accept Schedule C on a 1040 form which outlines self-employment pay and the sole prop business information.

Merchant Information **Please fill in**

Name: MARK S LIMON

Email: _____

Business Phone: _____

Cell Phone: _____

EXHIBIT 3

PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT

This Payment Rights Purchase and Sale Agreement ("Agreement") dated 2/15/2017, is made by and between Accord Business Funding West, LLC ("ABFW"), California Finance Lender's License No. 60DBO44671, and the business identified below ("Seller").

SELLER'S INFORMATION

LEGAL BUSINESS NAME	Stevenson Investment Group, LLC							
D/B/A	A Better Way Pharmacy							
TYPE OF BUSINESS ENTITY	Corp.	<input type="checkbox"/>	Limited Liability Company	<input checked="" type="checkbox"/>	Partnership	<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>
	Limited Liability Partnership			<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other:	
PHYSICAL ADDRESS	204 West Avenue J							
City	Lancaster	State	CA	Zip	93534			
MAILING ADDRESS	204 West Avenue J							
City	Lancaster	State	CA	Zip	93534			
Contact Name	Mark S. Limon			Position	Owner			
Business Phone	661-945-0822			Cell Phone	310-625-4740			
Email	mark.limon@abetterwaypharmacy.com			Website				
Date Business Started	11/10/2015			Federal Tax ID	47-5636674			
Monthly Average Sales \$	78,000.00			Annual Sales \$	936,000.00			

OFFER TO SELL AND PURCHASE PAYMENT RIGHTS

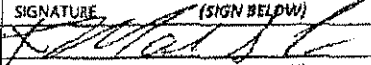

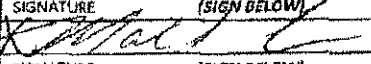

Seller hereby sells, assigns and transfers to ABFW, without recourse (except upon an Event of Default defined in Section 3 of the SELLER AGREEMENT TERMS AND CONDITIONS), upon payment of the Purchase Price, the Specified Percentage of the proceeds of each future sale by Seller (collectively "Future Receipts") until the Purchased Amount has been delivered to ABFW by or on behalf of Seller. "Future Receipts" includes all payments made by cash, check, ACH or other electronic transfer, credit card, debit card, bank card, charge card (each such card shall be referred to herein as a "Credit Card") or other form of monetary payment in the ordinary course of Seller's business. BASED UPON SELLER'S CALCULATIONS AND EXPERIENCE IN OPERATING ITS BUSINESS, SELLER IS CONFIDENT THAT THE PURCHASE PRICE PAID BY ABFW IN EXCHANGE FOR THE PURCHASED AMOUNT OF FUTURE RECEIPTS WILL BE USED IN A MANNER THAT WILL BENEFIT SELLER'S CURRENT AND FUTURE BUSINESS OPERATIONS.

Purchase Price \$	70,000.00	Purchased Amount \$	100,100.00	Daily Payment \$	715.00	Specified Percentage	23%
Daily Payment = (Monthly Average Sales x Specified Percentage) / Average Business Days in a Calendar Month							

Seller shall (1) deposit all Future Receipts into only one bank account, which must be acceptable to and pre-approved by ABFW (the "Account") and (2) instruct Seller's credit card processor, which processor must be acceptable to and pre-approved by ABFW (the "Processor") who shall serve as Seller's sole credit card processor, to deposit all Credit Card receipts of Seller into the Account. ABFW will debit the Daily Payment from the Account each business day. Seller authorizes ABFW to initiate electronic checks or ACH debits from the Account equal to the Daily Payment each business day and will provide ABFW with all required access codes. Seller understands that it is responsible for ensuring that the Daily Payment is available in the Account and will be responsible for any fees incurred by ABFW resulting from a rejected electronic check or ACH debit attempt. ABFW is not responsible for any overdrafts or rejected transactions that may result from ABFW's debiting any amount authorized under the terms of this Agreement.

The Daily Payment amount is intended to represent the Specified Percentage of Seller's Future Receipts. Seller may request that ABFW reconcile Seller's actual receipts by either crediting or debiting the difference back to or from the Account so that the amount ABFW debited in the most recent calendar month equaled the Specified Percentage of Future Receipts that Seller collected in that calendar month. Any reconciliation request must be: (1) in writing; (2) include a copy of Seller's bank statement for the calendar month at issue; and (3) be sent to ABFW at 3131 Eastside St., Suite 350, Houston, TX 77098 within 30 days after the last day of the calendar month at issue. It is solely the Seller's responsibility to send a complete bank statement. Failure to send a written reconciliation request within 30 days after the last day of the calendar month at issue forfeits that month's reconciliation. Notwithstanding anything to the contrary in this Agreement or any other agreement between ABFW and Seller, upon the occurrence of an Event of Default, the Specified Percentage shall equal 100%, and all of Seller's sales and future sales shall belong to ABFW. A list of all fees applicable under this Agreement is contained in Appendix A.

THE "PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT TERMS AND CONDITIONS" AND THE "SECURITY AGREEMENT AND GUARANTY" ARE ALL HEREBY INCORPORATED IN AND MADE A PART OF THIS PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT.

FOR THE SELLER #1 (PRINT NAME & TITLE BELOW)	SIGNATURE (SIGN BELOW)	Must Sign as Seller
Mark S. Limon Owner		
FOR THE SELLER #2 (PRINT NAME & TITLE BELOW)	SIGNATURE (SIGN BELOW)	
FOR THE OWNER / GUARANTOR #1 (PRINT NAME BELOW)	SIGNATURE (SIGN BELOW)	Must Sign as Owner Also
Mark S. Limon		
FOR THE OWNER / GUARANTOR #2 (PRINT NAME BELOW)	SIGNATURE (SIGN BELOW)	

ABFW's payment of the Purchase Price shall be deemed ABFW's acceptance and performance of this Agreement, notwithstanding ABFW not executing this agreement.

Each of above signed Seller(s) and Owner(s) represent that he or she is authorized to sign this Agreement and that the information provided herein and in all documents, forms and recorded interviews provided to or with ABFW is true, accurate and complete in all respects. An investigative or consumer report may be made in connection with this Agreement. Seller and each of the above signed Owners authorizes ABFW its agents and representatives and any credit reporting agency engaged by ABFW, to (i) investigate any references given or any other statements or data obtained from or about Seller or any of its Owners for the purpose of this Agreement, and (ii) pull credit reports at any time now or for so long as Seller and/or Owners(s) continue to have any obligation owed to ABFW as a consequence of this Agreement or for ABFW's ability to determine Seller's eligibility to enter into any future agreement with ABFW.

ANY MISREPRESENTATION MADE BY SELLER OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD, INTENTIONAL MISREPRESENTATION AND/OR UNJUST ENRICHMENT IN WHICH EVENT ABFW WILL BE ENTITLED TO THE RECOVERY OF NOT ONLY ITS LOSSES BUT ALSO ALL OF ITS COSTS AND EXPENSES AND ITS REASONABLE LEGAL FEES.

PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT TERMS AND CONDITIONS

I. TERMS OF ENROLLMENT IN PROGRAM

1.1 ACH Debit Authorization. Seller shall execute an agreement (the "ACH Authorization") acceptable to ABFW to authorize the use of the Automated Clearinghouse System (ACH) to retrieve the Daily Payment from the Account. Seller shall provide ABFW and/or its authorized agent(s) with all of the information, authorizations and passwords necessary for verifying Seller's receivables, receipts, deposits and withdrawals into and from the Account. Seller hereby authorizes ABFW and/or its agent(s) to deduct from the Account the Purchased Amount and any other amounts owed by Seller to ABFW as specified herein and to pay such amounts to ABFW. These authorizations apply not only to the approved Account but also to any subsequent or alternate account used by the Seller for these deposits, whether pre-approved by ABFW or not. This additional authorization is not a waiver of ABFW's right to declare Seller in default if Seller uses an account that ABFW did not first pre-approve in writing. This authorization shall be irrevocable without the prior written consent of ABFW.

1.2 Financial Condition. Seller and Guarantor(s) authorize ABFW and its agents to investigate their financial responsibility and history, and will provide to ABFW any authorizations, bank or financial statements, tax returns, etc., as ABFW deems necessary in its sole discretion prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed acceptable as an authorization for release of financial and credit information. ABFW is authorized to update such information and financial and credit profiles from time to time as it deems appropriate.

1.3 Transactions History. Seller authorizes all of its banks and brokers and Credit Card processors to provide ABFW with Seller's banking, brokerage and/or processing history to determine qualification or continuation in this program.

1.4 Indemnification. Seller and Guarantor(s) jointly and severally indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by ABFW for monies owed to ABFW from Seller and (b) actions taken by Processor in reliance upon any fraudulent, misleading or deceptive information or instructions provided by ABFW.

1.5 No Liability. In no event will ABFW be liable for any claims asserted by Seller or Guarantor(s) under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by both Seller and Guarantor(s). In the event these claims are nonetheless raised, Seller and Guarantor(s) will be jointly liable for all of ABFW's legal fees and expenses resulting therefrom. Seller and each Owner and each Guarantor hereby and each waives to the maximum extent permitted by law any claim for damages against ABFW or any of its affiliates relating to any (i) investigation undertaken by or on behalf of ABFW as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.6 Reliance on Terms. Sections 1.1, 1.3, 1.4, 1.5, 1.6 and 1.8 of this Agreement are agreed to for the benefit of Seller, ABFW and Processor, and notwithstanding the fact that Processor is not a party of this Agreement, Processor may rely upon their terms and raise them as a defense in any action.

1.7 Accounting Records, and Place of Business. ABFW or its designated representatives and agents shall have the right during Seller's normal business hours and at any other reasonable time to examine the interior and exterior of any of Seller's places of business. ABFW may examine, among other things, whether Seller (a) has a place of business that is separate from any personal residence, (b) is open for business, and (c) has sufficient inventory to conduct Seller's business. When performing an examination, ABFW may photograph the interior and exterior of any of Seller's places of business, including any signage, and may photograph any Owner. ABFW or any of its agents shall have the right to inspect, audit, check, and make extracts from any copies of the books, records, journals, orders, receipts, correspondence that relate to Seller's accounts or other transactions between the parties thereto and the general financial condition of Seller and ABFW may remove any of such records temporarily for the purpose of having copies made thereof. ABFW shall have the right to hire a Certified Public Accountant, licensed in the state where the business is located to perform analysis of the accounting records for the purpose of determining if the Specified Percentage of receipts has been made available for remittance to ABFW. Seller hereby agrees to fully cooperate with such analysis upon the request of ABFW.

1.8 Power of Attorney. Seller irrevocably appoints ABFW as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to Seller from any bank or Processor, or in the case of an occurrence of an Event of Default under Section 3 hereof, to ABFW under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Seller's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to ABFW; (v) to file any claims or take any action or institute any proceeding that ABFW may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Purchased Amount. In connection therewith, all costs, expenses and fees, including legal fees, shall be payable by and from Seller and ABFW is authorized to use Seller's funds to pay for same; and (vi) ABFW shall have the right, without waiving any of its rights and remedies and without notice to Seller or any Owner/Guarantor, to notify any credit card processor of the sale of future payment rights and re-direct the remittance of daily settlements to an account of ABFW's choosing in order to settle all obligations due to ABFW under this Agreement.

1.9 Confidentiality. Seller understands and agrees that the terms and conditions of the products and services offered by ABFW, including this Agreement and any other ABFW documentations (collectively, "Confidential Information") are proprietary and confidential information of ABFW. Accordingly unless disclosure is required by law or court order, Seller shall not disclose Confidential Information of ABFW to any person other than an attorney, accountant, financial advisor or employee of Seller who needs to know such information for the purpose of advising Seller ("Advisor"), provided such Advisor uses Confidential Information solely for the purpose of advising Seller and first agrees in writing to be bound by the terms of this section. A breach hereof entitles ABFW to not only damages and legal fees but also to both a temporary restraining order and a preliminary injunction without bond or security.

1.10 Publicity. Seller and each of Seller's Owners and all Guarantors hereby authorize ABFW to use its, his or her name in listings of clients and in advertising and marketing materials.

1.11 D/W/As. Seller hereby acknowledges and agrees that ABFW may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between ABFW and Seller, including the filing of UCC-1 financing statements and other notices or filings.

1.12 Application of Payments. Subject to applicable law, ABFW reserves the right to apply payments in any manner ABFW chooses in ABFW's sole discretion.

II. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents warrants and covenants that, as of this date and until ABFW has received the Purchased Amount in full:

2.1 Good Faith, Best Efforts and Due Diligence. Seller will conduct its business in good faith and will use its best efforts to maintain and grow its business, to ensure that ABFW obtains the Purchased Amount. Furthermore, Seller agrees, warrants and represents hereby that Seller will constantly perform all appropriate Due Diligence and credit checks of all of the customers' finances, cash flow, solvency, good faith, payment histories and business reputations (the "Due Diligence Requirements") as may be commercially reasonable to ensure any and all products and/or services provided, sold or delivered by Seller to said customers will be paid for by customers in full and on time, and will not result in the creation of an unpaid account. This is not a guaranty of payment by Seller's customers, but is an obligation of commercially reasonable Due Diligence investigation and credit check of customers before extending credit to them and continuing no less frequently than monthly so long as sums are still due.

2.2 Sale of Payment Rights: Seller represents and warrants that it is selling the Purchased Amount of Future Receipts to ABFW in Seller's normal course of business and the Purchase Price paid by ABFW is good and valuable consideration for the sale. Seller is selling a portion of a future revenue stream to ABFW at a discount, not borrowing money from ABFW. There is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by ABFW. Seller and ABFW acknowledge and determine that this Agreement involves risks and contingencies to ABFW, is without obligation or recourse regarding the Purchased Amount of Future Receipts, is characterized by the parties as a commercial account purchase transaction under Sections 306.001 and 306.103 of the Texas Finance Code, and constitutes a true sale, not a secured transaction, under Section 9.109(e) of the Texas Business and Commerce Code. If Future Receipts are remitted more slowly than ABFW may have anticipated or projected because Seller's business has slowed down, or if the full Purchased Amount is never remitted because Seller's business went bankrupt or otherwise ceased operations in the ordinary course of business, and Seller has not breached this Agreement, Seller would not owe anything to ABFW and would not be in breach of or default under this Agreement. ABFW is buying the Purchased Amount of Future Receipts knowing the risks that Seller's business may slow down or fail, and ABFW assumes these risks based on Seller's representations, warranties and covenants in this Agreement, which are designed to give ABFW a reasonable and fair opportunity to receive the benefit of its bargain. By this Agreement, Seller transfers to ABFW full and complete ownership of the Purchased Amount of Future Receipts and Seller retains no legal or equitable interest therein.

2.3 Financial Condition and Financial Information. Seller's and Guarantor's bank and financial statements, copies of which have been furnished to ABFW, and future statements that will be furnished hereafter at the request of ABFW, fairly represent the financial condition of Seller and Guarantor(s) at such dates, and since those dates there has been no material adverse changes, financial or otherwise, in the condition, operation or ownership of Seller. Seller and Guarantor(s) have a continuing, affirmative obligation to advise ABFW of any material adverse change in their financial condition, operation or ownership. ABFW may request statements at any time during the performance of this Agreement and the Seller and Guarantor(s) shall provide them to ABFW within 5 business days. Seller's or Guarantor's failure to do so is a material breach of this Agreement.

2.4 Governmental Approvals. Seller is in compliance and shall comply with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged and/or will engage in hereafter.

2.5 Authorization. Seller and the person(s) signing this Agreement on behalf of Seller, have full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.

2.6 Insurance. Seller will maintain business-interruption insurance naming ABFW as loss payee and additional insured in amounts and against risks as are satisfactory to ABFW and shall provide ABFW proof of such insurance upon request.

2.7 Processor and Bank Account. Seller will not change its Credit Card processor, add terminals, change its financial institution or bank account(s) or take any similar action that could have an adverse effect upon Seller's obligations under this Agreement, without ABFW's prior written consent. Any such changes shall be a material breach of this Agreement.

2.8 Change of Name or Location or Sale of Business. Seller will not conduct Seller's businesses under any name other than as disclosed to Processor and ABFW, nor will Seller change any of its places of business without prior written consent by ABFW. Seller will not sell, dispose, transfer or otherwise convey its business or assets without (i) the express prior written consent of ABFW, and (ii) the written agreement of any purchaser or transferee assuming all of Seller's obligations under this Agreement pursuant to documentation satisfactory to ABFW.

2.9 Daily Batch Out. Seller will batch out receipts with Processor on a daily basis.

2.10 Estoppel Certificate. Seller will at all times, and from time to time, upon at least 1 day's prior notice from ABFW to Seller, execute, acknowledge and deliver to ABFW and/or to any other person, firm or corporation specified by ABFW, a statement certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and stating the dates which the Purchased Amount or any portion thereof has been delivered to ABFW.

2.11 No Bankruptcy. As of the date of this Agreement, Seller is not insolvent and does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Seller. Seller represents that it has not consulted with a bankruptcy attorney within 6 months prior to the date of this Agreement, and that it has no present intention of closing its business or ceasing to operate its business, either permanently or temporarily, during the 6 month period after the date of this Agreement. Seller further warrants that it does not anticipate filing any such bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it.

2.12 Unencumbered Receipts. Seller has good, complete, unencumbered and marketable title to all Future Receipts, free and clear of any and all liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of ABFW.

2.13 Business Purpose. Seller is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Seller is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes. Seller and Guarantor hereby acknowledge and agree that neither party is a "consumer" with respect to this Agreement and underlying transaction, and neither this Agreement nor any guarantee thereof shall be construed as a consumer transaction. Seller agrees to use the proceeds of the Purchase Price solely for business purposes, and not for personal, family or household purposes. Seller understands that Seller's agreement not to use the Purchase Price proceeds for personal, family or household purposes means certain important rights conferred upon consumers pursuant to federal or state law will not apply to this Agreement. Seller agrees that a breach by Seller of the provisions of this section will not affect ABFW's right to (i) enforce Seller's promise to pay for all amounts owed under this Agreement, regardless of the purpose for which the Purchase Price is in fact obtained or (ii) use any remedy legally available to ABFW, even if that remedy would not have been available had the payment of the Purchase Price been made for consumer purposes.

2.14 Defaults Under Other Contracts. Seller's execution of, and/or performance under this Agreement, will not cause or create an event of default by Seller under any contract with another person or entity.

2.15 Waiver of Liability and Hold Harmless. Seller and each Guarantor agree to hold harmless and indemnify ABFW and its employees, attorneys and agents, against any and all claims and actions arising out of ABFW's exercise of its rights under this Agreement, including, without limitation, all suits, actions, expenses, judgments, claims, counterclaims, settlements, attorney's fees, damages, actual damages, lost profits, lost sales, costs, court costs, or fines (collectively, "Potential Claims"). This includes any actions taken by ABFW under Paragraph 3.2. Seller and each Guarantor hereby waive any cause of action arising under the Potential Claims, including defamation, false light, tortious interference with contract, tortious interference with prospective contract, tortious interference with business relationship and tortious interference with prospective business relationship.

III. EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default": (a) Seller fails to pay any amount owed to ABFW as and when due; (b) Seller interferes with ABFW's right to collect the Daily Payment (and payment for arrears, if any) in violation of this Agreement; (c) Seller violates any term or covenant in this Agreement; (d) Any representation or warranty by Seller in this Agreement proves to have been incorrect, false or misleading in any material respect when made; (e) Seller admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or any proceeding is instituted by or against Seller seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of it or its debts; (f) the sending of notice of termination by Seller; (g) Seller transports, moves, interrupts, suspends, dissolves or terminates its business; (h) Seller transfers or sells all or substantially all of its assets; (i) Seller makes or sends notice of any intended bulk sale or transfer by Seller; (j) Seller uses multiple depository accounts without the prior written consent of ABFW; (k) Seller changes its depositing account or Credit Card processor without the prior written consent of ABFW; (l) Seller performs any act that reduces the value of any Collateral granted under this Agreement; or (m) Seller defaults under any of the terms, covenants and conditions of any other agreement with ABFW.

3.2 Remedies. If any Event of Default occurs, ABFW may proceed to protect and enforce its rights including, but not limited to, the following:

A. The Specified Percentage shall equal 100%. The full uncollected Purchased Amount plus all fees (including legal fees) due under this Agreement and the attached Security Agreement will become due and payable in full immediately.

B. ABFW may enforce the provisions of the Personal Guaranty of Performance against the Guarantor(s).

C. If permitted under the laws of the state in which the Seller resides; Seller hereby authorizes ABFW to execute in the name of the Seller a Confession of Judgment in favor of ABFW in the full uncollected Purchased Amount and enter that Confession of Judgment as a Judgment with the Clerk of any Court and execute thereon.

D. ABFW may enforce its security interest in the Collateral identified in the Security Agreement and Guaranty.

E. ABFW may proceed to protect and enforce its rights and remedies by lawsuit. In any such lawsuit, under which ABFW shall recover Judgment against Seller, Seller shall be liable for all of ABFW's costs of the lawsuit, including but not limited to all reasonable attorneys' fees and court costs.

F. This Agreement shall be deemed Seller's Assignment of Seller's Lease of Seller's business premises to ABFW. Upon an Event of Default, ABFW may exercise its rights under this Assignment of Lease without prior notice to Seller.

G. ABFW may debit Seller's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Seller's bank account or otherwise for all sums due to ABFW.

H. Seller shall pay to ABFW all reasonable costs associated with the Event of Default and the enforcement of ABFW's remedies set forth above, including but not limited to court costs and attorneys' fees.

I. Seller specifically authorizes ABFW to contact Seller's credit card processor(s), wherever situated, and instruct the processor to redirect any monies originally due and owing to Seller, to be paid directly to ABFW instead. This includes any monies being held in a reserve account. Seller acknowledges and agrees that the processor may provide ABFW with Seller's credit card, debit card and other payment card and instrument processing history, including Seller's chargeback history and its payment device processing history. Seller agrees to hold harmless the processor for their actions under this paragraph.

J. Upon Default, Seller, as well as its owners and Guarantor, shall deliver to ABFW any share or stock certificates evidencing ownership (in any way) of Seller. ABFW shall become the owner of those shares or stock certificates, regardless of whether they are physically delivered to ABFW or not. If Seller is a partnership, then upon default Seller and its partners assign their partnership interest to ABFW. In addition, ABFW's ownership of Seller shall survive the sale, merger, dissolution or insolvency of Seller, and shall bind any successors or assignees of Seller.

K. Upon Default, Seller and Guarantor hereby irrevocable authorize and empower ABFW to notify any third party who is (or may be) obligated to pay any monies to Seller, to instead pay all such monies directly to ABFW. With respect to any such obligation or right to payment owing from the third party to Seller, Seller hereby confirms that ABFW is the owner thereof, and that ABFW's rights of ownership permit it to deal with this property as owner, and Seller has no interest therein. ABFW may, at its election, disclose any of the terms of this Agreement. Any payments received from third parties shall be applied to offset the amount due from Seller to ABFW, and shall not exceed that amount. Seller agrees to hold harmless such third party for their actions under this paragraph.

All rights, powers and remedies of ABFW in connection with this Agreement may be exercised at any time by ABFW after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

3.3 Required Notifications. Seller is required to give ABFW written notice within 24 hours of any filing under Title 11 of the United States Code. Seller is required to give ABFW 7 days' written notice prior to the closing of any sale of all or substantially all of the Seller's assets or stock.

IV. MISCELLANEOUS

4.1 Modifications; Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by ABFW.

4.2 Assignment. ABFW may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part, with or without prior written notice to Seller.

4.3 Notifications. All notices, requests and demands given or made under this Agreement shall be given or made in writing and unless otherwise stated shall be made by fax, letter or via any electronic communication (including email notification). This includes notices involving default, insolvency, bankruptcy, or changes to Seller's legal status or ownership. All notices to ABFW shall be sent to the following address:

Accord Business Funding West, LLC
3131 Eastside St., Suite 350
Houston, TX 77098

4.4 Waiver of Remedies. No failure on the part of ABFW to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

4.5 Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Seller, ABFW and their respective successors and assigns, except that Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of ABFW which consent may be withheld in ABFW's sole discretion. The Parties hereby agree that this Agreement is made, accepted and performed in Texas, which is ABFW's principal place of business. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to any applicable principles of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach of this Agreement, shall, if ABFW so elects, be instituted in any court sitting in Texas, (the "Acceptable Forums"). Seller agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Seller waives any right to oppose any motion or application made by ABFW to transfer such proceeding to an Acceptable Forum, and Seller agrees to pay ABFW's attorney's fees, costs of court and any travel and hotel expenses required to transfer such proceeding to an Acceptable Forum.

4.6 Survival of Representation, etc. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.

4.7 Interpretation. All Parties hereto have reviewed this Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice. No construction determinations shall be made against either Party hereto as drafter.

4.8 Severability. In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

4.9 Entire Agreement. Any provision hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof. This Agreement and the Security Agreement and Guaranty embody the entire agreement between Seller and ABFW and supersede all prior agreements and understandings relating to the subject matter hereof.

4.10 Facsimile Acceptance. Facsimile signatures hereon shall be deemed acceptable for all purposes.

4.11 Monitoring, Recording, and Solicitations.

A. AUTHORIZATION TO CONTACT SELLER BY PHONE. Seller and each Owner authorize ABFW, its affiliates, agents and independent contractors to contact Seller and each Owner at any telephone number Seller or any Owner provides to ABFW or from which Seller or any Owner places a call to ABFW, or any telephone number where ABFW believes it may reach Seller or any Owner, using any means of communication, including but not limited to calls or text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if Seller or and Owner incurs charges for receiving such communications.

B. AUTHORIZATION TO CONTACT SELLER BY OTHER MEANS. Seller and each Owner also agree that ABFW, its affiliates, agents and independent contractors, may use any other medium not prohibited by law including, but not limited to, mail, e-mail and facsimile, to contact Seller and each Owner. Seller and each Owner expressly consent to conduct business by electronic means.

C. RIGHTS TO OPT-OUT OR MAKE CHANGES. Seller and each Owner are not required to agree to Sections 4.11(A) or 4.11(B) in order to enter into this Agreement. If Seller or any Owner wishes to opt out of Section 4.11(A) and/or 4.11(B), or if Seller or any Owner wants to change how ABFW contacts them, including with respect to any telephone number that ABFW might use, please call ABFW at 844-222-6737 (and select Customer Service from the menu prompts).

V. JURY TRIAL AND CLASS ACTION WAIVER

THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OR THE ENFORCEMENT HEREOF, THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THE WAIVER KNOWINGLY, WILLINGLY

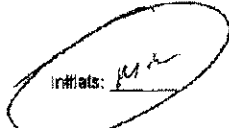
AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS. ABFW, SELLER AND GUARANTOR AGREE THAT ANY CLAIM BROUGHT IN A SUIT SHALL TAKE PLACE ON AN INDIVIDUAL BASIS, AND THAT CLASS ACTIONS ARE NOT PERMITTED. NO COURT SHALL ORDER, PERMIT OR CERTIFY A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY-GENERAL LITIGATION OR CONSOLIDATED ACTION. NO COURT MAY ORDER OR PERMIT A JOINDER OF PARTIES, UNLESS BOTH SELLER AND ABFW CONSENT TO SUCH JOINDER IN WRITING.

VI. ARBITRATION.

If ABFW, Seller or a Guarantor requests, the other party and the Guarantor(s) agree to arbitrate all disputes and claims arising out of or relating to this Agreement. If a party or a Guarantor seeks to have a dispute settled by arbitration, that party or Guarantor must first send to the other party, by certified mail, a written Notice of Intent to Arbitrate. If the parties or the Guarantor(s) do not reach an agreement to resolve the claim within 30 days after the Notice is received, and unless a judgment has already been obtained or a lawsuit has gone to trial, either party or the Guarantor(s) may commence an arbitration proceeding with the American Arbitration Association ("AAA"). Unless otherwise agreed in writing, the location of the arbitration hearing will be Houston, Harris County, Texas. Seller and the Guarantor(s) agree that, by entering into this Agreement, they are waiving the right to trial by jury. EACH PARTY AND THE GUARANTOR(S) MAY BRING CLAIMS ONLY IN THEIR INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties and the Guarantor(s) agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

SELLER AND ANY GUARANTOR MAY OPT OUT OF THIS CLAUSE. To opt out of this Arbitration Clause, Seller and/or Guarantor may send ABFW a notice that the Seller or Guarantor does not want this clause to apply to this Agreement. For any opt-out to be effective, Seller and/or Guarantor must send an opt-out notice to the following address by registered mail, within 14 days after the date of this Agreement:

Customer Service Department
Accord Business Funding West
3131 Eastside St., Suite 950
Houston, TX 77098

Initials: 

**ABFW CALIFORNIA, LLC
SECURITY AGREEMENT AND GUARANTY**

Seller's Legal Business Name	Stevenson Investment Group, LLC	Seller's D/B/A	A Better Way Pharmacy			
Physical Address	204 West Avenue J	City	Lancaster	State:	CA	Zip: 93534
Federal Tax ID	47-5696674					

Security Interest. This Security Agreement and Guaranty will constitute a security agreement under the Uniform Commercial Code (the "UCC"). Seller grants to ABFW a security interest in and lien upon: (a) all accounts, chattel paper, cash, deposit accounts, credit card receivables, documents, equipment, general intangibles, instruments, and inventory, or investment property, as those terms are defined in Article 9 of the UCC, now or hereafter owned or acquired by Seller, excluding any of Seller's assets that are obligations owed by consumers to Seller; (b) all proceeds, as that term is defined in Article 9 of the UCC; (c) all funds at any time in the Seller's accounts, regardless of the source of such funds; (d) present and future Electronic Check Transactions; and (e) any amount which may be due to ABFW under this Agreement and the Payment Rights Purchase and Sale Agreement (together the "Agreements"). Including but not limited to all rights to receive any payments or credits (collectively, the "Secured Assets"). Seller agrees to provide other security to ABFW upon request to secure Seller's obligations under the Agreements. These security interests and liens will secure all of ABFW's entitlements under the Agreements and any other agreements now existing or later entered into between Seller, ABFW or an affiliate of ABFW. ABFW is authorized to file any and all notices or filings it deems necessary or appropriate to enforce its entitlements hereunder.

This security interest may be exercised by ABFW without notice or demand of any kind including by making an immediate withdrawal or freezing the Secured Assets. Pursuant to Article 9 of the UCC, as amended from time to time, ABFW has control over and may direct the disposition of the Secured Assets, without further consent of Seller. Seller hereby represents and warrants that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, ABFW will have all rights afforded under the UCC, any other applicable law and in equity. Seller will obtain from ABFW written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Seller agrees that this is a contract of recoupment and ABFW is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, Seller agrees not to contest or object to any motion for relief from the automatic stay filed by ABFW. Seller agrees to execute and deliver to ABFW such instruments and documents ABFW may reasonably request to perfect and confirm the lien, security interest and right of setoff set forth in the Agreements. ABFW is authorized to execute all such instruments and documents in Seller's name.

Additional Collateral. To secure Guarantor's payment and performance obligations to ABFW under the Guaranty, the Guarantor hereby grants ABFW a security interest in (the "Additional Collateral"). Guarantor understands that ABFW will have a security interest in the aforesaid Additional Collateral upon execution of the Guaranty.

DESCRIPTION OF ADDITIONAL COLLATERAL:

[Redacted description of additional collateral]

Seller and each Guarantor acknowledge and agree that any security interest granted to ABFW under any other agreement between Seller or Guarantor and ABFW (the "Cross-Collateral") will secure the obligations hereunder and under the Payment Rights Purchase and Sale Agreement and the Guaranty.

Seller and each Guarantor agree to execute any documents or take any action in connection with this Agreement as ABFW deems necessary to perfect or maintain ABFW's first priority security interest in the Collateral and the Additional Collateral, including the execution of any account control agreements. Seller and each Guarantor hereby authorize ABFW to file any financing statements deemed necessary by ABFW to perfect or maintain ABFW's security interest, which financing statement may contain notification that Seller and/or Guarantor have granted a negative pledge to ABFW with respect to the Collateral, and the Additional Collateral, and that any subsequent lienor may be tortuously interfering with ABFW's rights. Seller and Guarantor shall be liable for, and ABFW may charge and collect, all costs and expenses, including but not limited to attorney's fees, which may be incurred by ABFW in protecting, preserving and enforcing ABFW's security interest and rights.

Negative Pledge. Seller and each Guarantor agree not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral or the Additional Collateral, as applicable.

Consent to Enter Premises and Assign Lease. ABFW shall have the right to cure Seller's default in the payment of rent on the following terms. In the event Seller is served with papers in an action against Seller for nonpayment of rent or for summary eviction, ABFW may execute its rights and remedies under the Assignment of Lease. Seller also agrees that ABFW may enter into an agreement with Seller's landlord giving ABFW the right: (a) to enter Seller's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and/or (b) to assign Seller's lease to another qualified business capable of operating a business comparable to Seller's at such premises.

Remedies. Upon any Event of Default, ABFW may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any obligations then owing to ABFW, whether by acceleration or otherwise.

Without limiting anything contained in the Agreements, including the immediately preceding sentence, or available to ABFW by law, upon the occurrence of an Event of Default, ABFW may do the following, which Seller authorizes, and which may be exercised in ABFW's sole and absolute discretion and with or without legal process or further notice or demand to ABFW: (i) enforce payment and prosecute any action or proceeding with respect to any and all of the Collateral; and (ii) foreclose the liens and security interests created under the Agreement and sell the Collateral by any available procedure, with or without judicial process.

If an Event of Default occurs under the Agreements, at any time thereafter, ABFW may exercise any one or more of the following rights and remedies:

A. Assemble Collateral: ABFW may require Seller to deliver to ABFW all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. ABFW may require Seller to assemble the Collateral and make it available to ABFW at a place to be designated by ABFW. ABFW also shall have full power to enter, provided ABFW does so without a breach of the peace or a trespass, upon the property of Seller to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Seller agrees ABFW may take such other goods, provided that ABFW makes reasonable efforts to return them to Seller after repossession.

B. Sell the Collateral: ABFW shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in ABFW's own name or that of Seller. ABFW may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, ABFW will give Seller, and other persons as required by law, reasonable notice of the time and place of any public

Initials: *WJ*

sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after an Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least 10 days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Obligations and, at ABFW's option, will: (i) be payable on demand; or (ii) be added to the balance of the amount due to ABFW under the Payment Rights Purchase and Sale Agreement.

D. Appoint Receiver: ABFW shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Obligations. The receiver may serve without bond if permitted by law. ABFW's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Obligations by a substantial amount. Employment by ABFW shall not disqualify a person from serving as a receiver.

E. Collect Revenues, Apply Accounts: ABFW, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. ABFW may at any time in ABFW's discretion transfer any Collateral into ABFW's own name or that of ABFW's nominee and receive the payments, rents, income and revenues therefrom and hold the same as security for the Obligations or apply it to payment of the Obligations in such order of preference as ABFW may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, ABFW may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize on the Collateral as ABFW may determine, whether or not any amount included within the Obligations is then due. For these purposes, ABFW may, on behalf of and in the name of Seller, receive, open and dispose of mail addressed to Seller; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment or storage of any Collateral. To facilitate collections, ABFW may notify account debtors and obligors on any Collateral to make payments directly to ABFW.

F. Obtain Deficiency: If ABFW chooses to sell any or all of the Collateral, ABFW may obtain a judgment against Seller for any deficiency remaining on the Obligations due to ABFW after application of all amounts received from the exercise of the rights provided in this Agreement. Seller shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

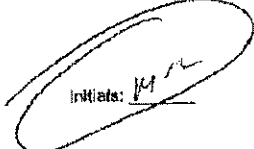
Ownership of Collateral: Seller represents and warrants that Seller is, and will until full satisfaction of all obligations to ABFW be, the owner of all Collateral whenever acquired, free and clear of all liens, charges and encumbrances except those disclosed to and approved in writing by ABFW. Seller will appear in, contest and defend against any action or proceeding purporting to affect title to, or any other interest in, any portion of the Collateral, or the rights or powers of ABFW, its successors or assigns, or the right or interest of ABFW, legal or beneficial, in any portion of the Collateral. Seller waives any right it may have to require ABFW to pursue any third party for obligations in respect of the Collateral.

Filing of Financial Statements: Seller authorizes ABFW, at Seller's expense, to file and refile such financing statements, amendments, continuation statements, and other documents describing the Collateral in such offices as may be necessary or required in order to perfect or preserve ABFW's security interest in the Collateral and hereby authorizes ABFW to file financing statements and amendments thereto relative to all or any part of the Collateral where necessary or required to perfect or to continue the security interest granted herein without the signature of Seller where permitted by law, and Seller agrees to do such further acts and things and to execute and deliver to ABFW any of the foregoing and such additional conveyances, assignments, agreements and instruments as ABFW may reasonably require to carry into effect the purposes of this Agreement.

Records of Collateral; Inspection: Seller will at all times keep accurate records with respect to the Collateral which are as complete and comprehensive as those customarily maintained by others engaged in businesses of the type in which Seller engages, and agrees that ABFW or its representatives will have the right, at any time during normal working hours or any other reasonable time and from time to time, to call at its place or places of business or where the Collateral or any part thereof may be held or located or Seller's records pertaining to the Collateral may be kept and to inspect the Collateral and/or to examine or cause to be examined such records and to make abstracts therefrom or copies thereof. In addition, upon ABFW's request, if ABFW deems it necessary to perfect or preserve ABFW's security interest in the Collateral, and at the cost and expense of Seller, Seller will mark or stamp on, or otherwise affix to, each item of Collateral and each of their individual ledger sheets, cards and other records pertaining thereto, a legend or plaque in form and content reasonably satisfactory to ABFW indicating that such Collateral is subject to a security interest in favor of ABFW. Within 5 business days after ABFW's request, Seller shall deliver to ABFW schedules of accounts and general intangibles.

Lawful Purpose; Negotiable Document of Title: Seller agrees: (i) not to use the Collateral for any unlawful purpose nor to use it in any way that would void any insurance required to be carried in connection herewith; and (ii) if any Collateral becomes the subject of any negotiable document of title, including any warehouse receipt or bill of lading, to deliver such document to ABFW.

Restrictions: Seller represents, warrants and covenants with ABFW that Seller will not, without ABFW's prior written consent: (i) grant a security interest in or permit a lien, claim or encumbrance upon any of the Collateral to any person, association, firm, corporation, entity or governmental agency or instrumentality, (collectively, "Person"); (ii) permit any levy, attachment or restraint to be made affecting any of Seller's assets; (iii) permit any judicial officer, receiver or assignee to be appointed or to take possession of any or all of Seller's assets; (iv) change its name, business structure, corporate identity or structure, add any new fictitious names, liquidate, merge or consolidate with or into any other business organization; (v) move or relocate any Collateral; (vi) acquire any other business organization; (vii) enter into any transaction not in the usual course of Seller's business; (viii) incur any debts outside the ordinary course of Seller's business except renewals or extensions of existing debts and interest thereon; (ix) make loans, advances or extensions of credit to any Person; or (x) guarantee or otherwise, directly or indirectly, in any way be or become responsible for obligations of any other Person, whether by agreement to purchase the indebtedness of any other Person, agreement for the furnishing of funds to any other Person through the furnishing of goods, supplies or services, by way of stock purchase, capital contribution, advance or loan, for the purpose of paying or discharging (or causing the payment or discharge of) the indebtedness of any other Person, or otherwise, except for the endorsement of negotiable instruments by the Seller in the ordinary course of business for deposit or collection.

Initials: 

GUARANTY

Personal Guaranty of Performance. ABFW is buying the Purchased Amount of Future Receipts knowing the risks that Seller's business may slow down or fail, and ABFW assumes these risks based on Seller's representations, warranties and covenants in the Payment Rights Purchase and Sale Agreement (the "Agreement"), which are designed to give ABFW a reasonable and fair opportunity to receive the benefit of its bargain. The undersigned Guarantor(s) hereby unconditionally guarantees to ABFW, Seller's good faith, truthfulness and performance of all of the representations, warranties, covenants made by Seller in the Agreement as each may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due at the time of any Event of Default under the Agreement.

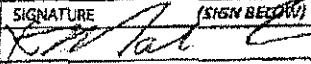
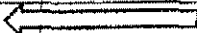
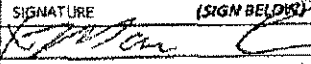
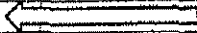
Guarantor Waivers. In the Event of Default, ABFW may seek recovery from Guarantor for all of ABFW's losses and damages by enforcement of ABFW's rights under this Guaranty without first seeking to obtain payment from Seller, any other guarantor, or any Collateral or Additional Collateral ABFW may hold pursuant to the Agreement, the Security Agreement or any other guaranty.

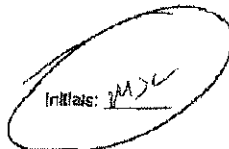
ABFW does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under the Agreement and this Guaranty if it is not notified of: (i) Seller's failure to pay timely any amount owed under the Agreement; (ii) any adverse change in Seller's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations; (iv) ABFW's acceptance of the Agreement; and (v) any renewal, extension or other modification of the Agreement or Seller's other obligations to ABFW. In addition, ABFW may take any of the following actions without releasing Guarantor from any of its obligations under the Agreement and this Guaranty: (i) renew, extend or otherwise modify the Agreement or Seller's other obligations to ABFW; (ii) release Seller from its obligations to ABFW; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under the Agreement or this Guaranty. Until the Purchased Amount and Seller's other obligations to ABFW under the Agreement are paid in full, Guarantor shall not seek reimbursement from Seller or any other guarantor for any amounts paid by it under the Agreement or this Guaranty. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Seller, any other guarantor, or any collateral provided by Seller or any other guarantor, for any amounts paid by it, or acts performed by it, under the Agreement or this Guaranty: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that ABFW must return any amount paid by Seller or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under the Agreement and this Guaranty shall include that amount.

Guarantor Acknowledgement. Guarantor acknowledges that: (i) He / She understands the seriousness of the provisions of the Agreement, including the Jury Trial Waiver and Arbitration sections, the Security Agreement, and this Guaranty; (ii) He / She has had a full opportunity to consult with counsel of his/her choice; and (iii) He / She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

Joint and Several Liability. The obligations hereunder of the persons or entities constituting Guarantor under the Agreement and this Guaranty are joint and several.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT, INCLUDING THE PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT TERMS AND CONDITIONS, ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT, INCLUDING THE PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT TERMS AND CONDITIONS.

FOR THE SELLER #1	(PRINT NAME & TITLE BELOW)	SIGNATURE	(SIGN BELOW)	Must Sign as Seller
Mark S. Limon	OWNER			
FOR THE SELLER #2	(PRINT NAME & TITLE BELOW)	SIGNATURE	(SIGN BELOW)	
FOR THE OWNER / GUARANTOR #1	(PRINT NAME BELOW)	SIGNATURE	(SIGN BELOW)	Must Sign as Owner Also
Mark S. Limon				
FOR THE OWNER / GUARANTOR #2	(PRINT NAME BELOW)	SIGNATURE	(SIGN BELOW)	

Initials: 

ADDENDUM TO PAYMENT RIGHTS PURCHASE AND SALE AGREEMENT

Origination Fee: One-time fee for underwriting, sale processing expenses, ACH administration and wire fee.

<u>Amount Funded</u>	<u>Origination Fee</u>
\$5,000 - \$10,000	\$480
\$10,001 - \$20,000	\$680
\$20,001 - \$30,000	\$830
\$30,001 - \$50,000	\$1,380
\$50,001 - \$100,000	\$1,980
\$100,001 - \$150,000	\$2,400

Bank Change Fee

\$100 – For each change of account requested, account may only be changed to another commercial checking account.

Site Visit Fee (if applicable)

\$200 – One-time fee to cover the cost of site visit.

NSF Fee

\$50 per NSF – After 4 NSF's the agreement will be considered in default.

Rejected ACH

\$100 per incident – If an ACH is rejected based on any action taken by the Seller to our specific ACH debit or all ACH debits without prior notification and authorization by Buyer.

ACH Block on Account

\$2,500 – If the Seller takes steps preventing the Buyer from processing ACH debit to the Account, such as putting a stop payment on the account, putting an ACH block on the account, closing the account, or rejecting or disputing an ACH transaction. This action would also place the agreement in default.

Default Fee

\$5,000 – If the Seller defaults on any of its obligations as described in the Payment Rights Purchase and Sale Agreement. This includes actions such as changing the bank account or intentionally diverting receivables collections to another account preventing the Buyer from receiving payments.

Business Name:

A BETTER WAY PHARMACY

Seller Name (printed):

MARK S LIMON

Seller Signature:

[Handwritten Signature]

Date:

7-15-17

EXHIBIT 4



OFFICE OF STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CIVIL COURTS DEPARTMENT
P.O. Box 1525 • Houston, TX 77251 • (713) 274-1374

Date: 5/8/2017

DOCKET NUMBER: 1092767

ACCORD BUSINESS FUNDING WEST
LLC
PLAINTIFF
VS
STEVENSON INVESTMENT GROUP
LLC
DEFENDANT

IN THE COUNTY CIVIL COURT AT
LAW NO. 3 HOUSTON, HARRIS
COUNTY, TEXAS 77002

**AGREED JUDGMENT
IN FAVOR OF PLAINTIFF**

NOTICE OF JUDGMENT

Texas Rules of Court require me to notify you that a Judgment has been rendered in the above numbered and styled cause.

Signed: 05/08/2017
Honorable Linda Storey

Sincerely,
Stan Stanart
County Clerk, Harris County, Texas

Joe I. Belalcazar
Department Head
County Civil Courts Department

Mark S. Limon
204 West Avenue J
Lancaster CA 93534

LAW OFFICES OF
REGENT & ASSOCIATES
3601 AUDUBON PLACE
HOUSTON, TEXAS 77006

Anh H. Regent
aregent@accordbf.com

(832) 265-4245 TELEPHONE
(713) 268-0885 FACSIMILE

May 4, 2017

CardinalHealth
Attn: Legal Department
7000 Cardinal Place
Dublin, OH 43017

**NOTICE OF UCC DEMAND AND REQUEST FOR
ACCOUNTS RECEIVABLE**

RE: Accord Business Funding, LLC v. Stevenson Investment Group, LLC d/b/a
A Better Way Pharmacy & Mark Limon, located at 204 West Ave J, Lancaster,
CA 93534.

FEIN: 47-5636674
SSN for Mr. Limon:

To Whom It May Concern:

This law firm represents Accord Business Funding, LLC ("ABF"). We understand that CardinalHealth has a relationship with Stevenson Investment Group, LLC d/b/a A Better Way Pharmacy ("Stevenson"). Stevenson is in default on a purchase agreement to ABF. That agreement is secured by a security interest in all the accounts receivable of Stevenson (a copy of the security agreement and filed UCC is attached hereto).

Because of Stevenson's default, all its accounts now belong to ABF. Therefore, under UCC Section 9-406, demand is hereby made upon CardinalHealth to put a hold on any funds owed and not remit them to Stevenson, and to instead pay those funds directly to ABF. Under the UCC, once my client has given CardinalHealth formal notice under the UCC of its enforcement of its security interest, and accurately identified the collateral, (See attached UCC provision, Tex. Bus. & Com. Code 9.607(a)), CardinalHealth may discharge its obligation by paying my client and "may not discharge the obligation by paying the assignor [Stevenson]" (UCC 9.406(a)). Therefore, the UCC requires you to pay any accounts receivable to my client and **not** pay them to Stevenson.

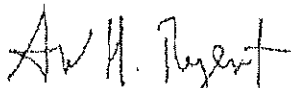
If you want to conduct an investigation into this matter, or further review the requirements under the UCC, I suggest you put a hold on those funds and put them into a separate reserve or trust account pending your investigation.

Stevenson currently owes ABF \$\$70,780.00.

If you any questions, feel free to contact me at the above referenced numbers, or email me.

Very truly yours,

REGENT & ASSOCIATES

A handwritten signature in black ink, appearing to read "Anh H. Regent". The signature is written in a cursive style with a large initial "A" and "R".

By: Anh H. Regent, Esq.



Accord Business Funding, LLC
3131 Eastside Street Ste. 350
Houston, TX 77098
Tel.: (713) 524-216
Fax: (713) 268-0885
avandoren@accordbf.com

May 4, 2017

CardinalHealth
Attn: Legal Department
7000 Cardinal Place
Dublin, OH 43017

RE: Accord Business Funding, LLC v. Stevenson Investment Group, LLC d/b/a A
Better Way Pharmacy & Mark Limon

To Whom It May Concern:

By this letter, I am giving CardinalHealth ("CardinalHealth") notice of Accord Business Funding, LLC's ("ABF") claim on the accounts, receivables of Stevenson Investment Group, LLC d/b/a A Better Way Pharmacy ("Stevenson"). I have attached a signed copy of the *Purchase Agreement*, as well as the filed UCC.

ABF is the assignee of the accounts, receivables of Stevenson, and hereby makes demand upon CardinalHealth to pay any funds being held for Stevenson to ABF.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Van Doren".

Adam Van Doren
Chief Operating Officer
Accord Business Funding, LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
7133539368

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Accord Business Funding West, LLC
3131 Eastside street suite 350
None
Houston, TX 77098-77098
USA

DOCUMENT NUMBER: 61146160003
FILING NUMBER: 17-75835679
FILING DATE: 05/03/2017 13:29

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
17-7583560890

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. File an Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; AND item 7a and 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

OR	6a. ORGANIZATION'S NAME Stevenson Investment Group, LLC			
	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR	7a. ORGANIZATION'S NAME Stevenson Investment Group, LLC d/b/a A Better Way Pharmacy			
	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS
204 West Avenue J

CITY Lancaster	STATE CA	POSTAL CODE 93534	COUNTRY USA
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

OR	9a. ORGANIZATION'S NAME Stevenson Investment Group, LLC			
	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

9454 Wilshire Boulevard, 6th floor
Beverly Hills, CA 90212

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF MOTION AND DEBTOR'S EMERGENCY MOTION FOR AN ORDER AUTHORIZING CONTINUED INTERIM USE CASH COLLATERAL; SUPPORTING DECLARATION OF MARK LIMON; AND SUPPORTING EXHIBITS will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 6/2/2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Michael Jay Berger michael.berger@bankruptcypower.com,
yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com
- Dare Law dare.law@usdoj.gov
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On 6/2/2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on 6/2/2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy via Overnight Delivery

The Honorable Neil W. Bason
255 E. Temple Street, Suite 1552
Los Angeles, California 90012

Email

Accord Business Funding West, LLC - c/o Ahn Regent aregent@accordbf.com
Yellowstone Capital West, LLC - c/o Christian Housey Chousey@yellowstonecapllc.com
Office of the United States Trustee - c/o Dare Law Dare.Law@usdoj.gov
Cardinal Health - c/o Debra Willet - Debra.Willet@cardinalhealth.com
Stevenson Investment Group, LLC - c/o Mark Limon mlimon7@hotmail.com

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

6/2/2017
Date

Erol Guler
Printed Name

/s/ Erol Guler
Signature

Overnight mail

Label Matrix for local noticing
0973-2
Case 2:17-bk-16716-NB
Central District of California
Los Angeles
Wed May 31 20:18:57 PDT 2017

Stevenson Investment Group, LLC
204 West Avenue, #J
Lancaster, CA 93534

Los Angeles Division
255 East Temple Street,
Los Angeles, CA 90012-3332

Accord Business Funding West, LLC
3131 Eastside St., #350
Houston, TX 77098-1947

Diana Gomez
45465 25th Street East
Lancaster, CA 93535-2381

Digital RX
100 Pacifica, Ste 470
Irvine, CA 92618-7451

Franchise Tax
Bankruptcy Section MS: A-340
PO Box 2952
Sacramento, CA 95812-2952

IRS
P.O. Box 7346
Philadelphia, PA 19101-7346

Ken Asrach
27102 Island View Court
Valencia, CA 91355-1606

Lori Limon
4842 Vitrina Lane
Palmdale, CA 93551-2635

Mark Limon
1485 Grissom Street
Thousand Oaks, CA 91362-2009

Peggy Hughes Trust
202 West Avenue, # J
Lancaster, CA 93534

Regent & Associates
3601 Audubon Place
Houston, TX 77006-4415

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017-3560

Yellowstone Capital West, LLC
1 Evertrust Plaza, 14th Fl
Jersey City, NJ 07302-3088

Michael Jay Berger
9454 Wilshire Blvd 6th Fl
Beverly Hills, CA 90212-2937

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

U S Bank
P O Box 790408
Saint Louis, MO 63179

End of Label Matrix
Mailable recipients 16
Bypassed recipients 0
Total 16