

SECURED CREDITOR'S BILL OF SALE  
Dated July 23, 2014

Thermo Credit LLC, a Louisiana limited liability Company, ("Seller") as secured creditor of IBFA Acquisition Company, LLC d/b/a IBFA Acquisitions, Inc., ("Debtor") for and in consideration of [REDACTED] and other valuable consideration the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to First Choice Technology, Inc., ("Buyer") all of Seller's right, title and interest in and to all of Debtor's presently existing and hereinafter acquired property, tangible and intangible including but not limited to leasehold interests, machinery, equipment, furniture, fixtures, inventory, accounts receivable, accounts, notes, securities, chattel paper, contract rights, licenses, permits, leasehold improvements, choses in action, patent applications, patents, trademarks, trade names, confidential information, and customer information, and customer lists together with all products and proceeds thereof or therefrom, including Debtor's website and countryconnect.us domain name; all accounts receivable arising from the provision or sale of telecommunications services (and any services or sales ancillary thereto) by the Debtor including the right to payment of any interest or finance charges and other obligations of such person obligated to make payments in respect of any such receivable with respect thereto and user letters of authorization and all associated customer accounts and receivables arising therefrom but excluding cash and excluding local dial tone customers; all security interest or liens or property subject thereto from time to time purporting to secure payment by an account; all other agreements or arrangements of whatever character from time to time supporting or securing payment of such receivables including but not limited to any billing and collection agreement and any clearinghouse agreement; all collections, records and proceeds with respect to any of the foregoing.

THE PARTIES AGREE THAT THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS" AND WITH NO EXPRESS OR IMPLIED WARRANTIES, STATEMENTS, REPRESENTATIONS OF ANY KIND, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT; INCLUDING ANY WARRANTIES OR GUARANTIES, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NO OTHER IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER; THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW, THE DISCLAIMERS CONTAINED

HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE OR ORDER.

Notwithstanding anything contained in this bill of sale, the Seller is not transferring or selling herein to Buyer any leased property, whether real or personal, whether evidenced by a true lease or a capital lease (unless the capital lessor so consents).

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be duly executed and accepted this 23<sup>rd</sup> day of July, 2014.

SELLER:

Thermo Credit LLC

*Scott Blank*

Its: *Executive Vice President*

BUYER:

First Choice Technology, Inc.

By: *[Signature]*

Its: *President*