

**Exhibit F**

Reserve Letter

September 12, 2014

### RESERVE ACKNOWLEDGEMENT AND ACCEPTANCE

Your application for merchant processing is approved pending acknowledgement and acceptance of the terms and conditions of this reserve letter ("Reserve Letter"). Reference is made to the Merchant Processing Application and the schedules thereto and the Program Guide, to which the undersigned and Financial Transaction Services, LLC ("Processor") are parties. The Application, the schedules thereto, and the Program Guide are collectively referred to herein as the "Agreement." The terms and conditions of this Reserve Letter are incorporated into and made part of the terms and conditions of the Agreement. Capitalized terms used but not defined herein shall have the definitions given them in the Program Guide.

The undersigned ("Client") hereby agrees that at the request of Processor, Client will immediately deliver funds to Processor for deposit by Processor in the Reserve Account, which funds will be used as a security deposit against any and all amounts owed to Processor by Client in accordance with the terms of the Agreement. Client's Reserve Account may be held for any length of time as determined by Processor in its sole discretion and until such time as released by Processor pursuant to the terms of the Agreement.

Client hereby grants to Processor a lien on and security interest in and to all of the following property, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Reserve Account Collateral") as security for the Obligations (as defined herein): (a) the Reserve Account, (b) all substitutions, additions, replacements, rollovers, splits, products, and accessions for, of and/or to such Reserve Account; (c) all funds now or hereafter held in or credited to the Reserve Account; (d) wire transfers of funds, automated clearing house entries, credits from merchant card transactions and other electronic funds transfers or other funds deposited in, credited to, or held for deposit in or credit to, such Reserve Account, (e) any and all interest and rights to receive interest now or hereafter earned on the Reserve Account, and (f) all products and proceeds of the foregoing, in any form. The security interest created herein is given as security for the prompt payment, performance, satisfaction and discharge of the following obligations of Client (the "Obligations"): (i) to pay the Charge Backs, adjustments, fees and other charges and amounts and any other obligations or liabilities of Client to Processor under the Processing Documents in accordance with the terms thereof; and (ii) to reimburse Processor, on demand, for all of Processor's expenses and costs, including the fees and expenses of its counsel, in connection with the enforcement of this Reserve Letter.

Funds in the Reserve Account and all other Reserve Account Collateral will remain the asset of Client subject to the security interest and lien in favor of Processor. Notwithstanding the foregoing, Client shall not have any access to or control over the Reserve Account or the funds contained therein or any other Reserve Account Collateral, including, without limitation, any ability to withdraw any funds therefrom.

In accordance with the terms of the Agreement, Client hereby authorizes Processor to debit from daily transaction settlement proceeds an amount to be credited to the Reserve Account. The type and amount of reserves, and the length of time the Reserve Account will be maintained, will be determined by Processor after considering the processing experience of Client and/or reasonable estimates of potential liability posed by Client's processing practices or Client's financial condition. Client acknowledges that the amount of reserves held and the length of time such reserves will be held may be modified from time to time by

Processor as set forth in the Agreement. Client acknowledges that Processor may require it at any time, and from time to time, as allowed under the Agreement, to establish reserves in a fixed dollar amount or to accumulate reserves in an amount calculated as a percentage of its daily transaction settlement proceeds. The reserve requirements established by Processor for Client as of the execution of this Reserve Letter are as stated herein.

The Client may request from Processor a statement of Client Reserve Account activity. Client hereby authorizes Processor to debit any charges due by Client under the Agreement, including, but not limited to, any termination fees due under the Agreement, from any Reserve Account held under the Agreement, checking account, savings account, credit card or any other type of account provided by Client to Processor.

The terms of this Reserve Letter are not intended to supersede any provision of the Agreement and in the event any provision of this Reserve Letter conflicts with any provision of the Agreement, the terms of the Agreement shall prevail. This Reserve Letter supersedes and replaces in its entirety the Reserve Acknowledgment and Acceptance dated October 2, 2012 between Processor and Alfred Angelo, Inc. and its Affiliates.

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Client Name:

**AA Florida Bridal Retail Company, LLC**  
**Bridesmart LP**  
**AA Bridal, LLC**  
**AA Bridal Midwest, LLC**  
**Hacienda Brides, Inc.**  
**AA Bridal Nebraska, LLC**  
**AA Bridal Northeast, LLC**


Client Representative / Officer Name **Vanessa McIntosh, CFO**


Reserve Requirement: Fixed - \$1,000,000.00

[Signature Page follows]

Having read and understood the above, the parties hereto agree to be bound by the terms and conditions of this Reserve Letter, in addition to any provisions in the Agreement, which are hereby confirmed:

 (Processor signature) Date: 9/16/14  
Financial Transaction Services, LLC

 (Client signature) Date: 2014.09.12  
AA Florida Bridal Retail Company, LLC

 (Client signature) Date: 2014.09.12  
Bridesmart LP

 (Client signature) Date: 2014.09.12  
AA Bridal, LLC

 (Client signature) Date: 2014.09.12  
AA Bridal Midwest, LLC

 (Client signature) Date: 2014.09.12  
Hacienda Brides, Inc.

 (Client signature) Date: 2014.09.12  
AA Bridal Nebraska, LLC

 (Client signature) Date: 2014.09.12  
AA Northeast, LLC