

## AGREEMENT

This agreement has been modified by Company as of 1/8/09 and such modifications have been italicized for convenience of the parties. Any omission in this convenience is still binding on the parties. Some modifications involve removal, editing, minor or minute terms that are not italicized.

THIS AGREEMENT (the "Agreement") is by and between DANIELS CAPITAL CORPORATION ("Company or Daniels Capital Corp."), an Alabama corporation, and the undersigned person or persons, individual or individuals, entity or entities, or a combination thereof ("Assignor") who specifically agree and understand that they will be personally and professionally liable as well as their respected office/firm/addition assignors under this agreement regardless of how the signature is endorsed.

### WITNESSETH:

THAT WHEREAS, Assignor, a licensed attorney *or client* in good standing with each licensed state bar, *or other professional clients*, desires to be advanced, sell, or use such accounts as security for advances by Company certain of its Accounts, as hereinafter defined, which arose from bona fide rendering of services in the regular course of Assignor's business; and

WHEREAS, Company wants to advance, purchase, and/or use these accounts as security and these Accounts which are deems acceptable, in its sole discretion, upon the terms and conditions outlined in this Agreement.

NOW THEREFORE, for and in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In addition to the terms elsewhere defined in this Agreement, the following terms shall have the following respective meanings, unless the context clearly indicates a different meaning:

"Account" or "Accounts" means all rights of the Assignor to payment for services rendered, whether now existing or hereafter arising

"Account Debtor" means a customer of Assignor for whom services have been rendered, or the party with whom the Assignor has contracted, in connection with an Account.

"Eligible Accounts" means those Accounts of the Assignor, each of which meets the following requirements:

- (i) such Account arose in the ordinary course of the Assignor's business,
- (ii) the right to payment has been fully earned by completed performance,
- (iii) any fee claim has been filed with the appropriate court or clerk of court or will be filed with the appropriate court or clerk of court within 24 hours of executing the assignment schedule,
- (iv) such Account is not subject to any offset, defense, counterclaim, credit, allowance or adjustment,
- (v) the Assignor's title to such Accounts is absolute and is subject to no assignment, claim, lien or security interest,
- (vi) the full amount reflected on the Assignor's books and on any invoice or statement delivered to Company related to such Account is owing to the Assignor and no payment has been made thereon,
- (vii) such Account is payable not more than ninety (90) days from the date of assignment of the Account to Company,
- (viii) such Account did not arise out of a contract or ethical obligation containing provisions prohibiting assignment thereof,
- (ix) the Assignor has received no notice and has no knowledge of there having occurred the death of the Account Debtor or of the dissolution, termination of existence, insolvency, bankruptcy, or appointment of a receiver for any part of the property of, or an assignment for the benefit of creditors made by, the Account Debtor,
- (x) such Account is not payable by any affiliate or subsidiary of the Assignor,
- (xi) the Account is not an Account of an Account Debtor which the Company, in its sole discretion, deems to be unacceptable for any reason and has notified or so notifies the Assignor thereof, and
- (xii) the Assignor has not received any note, trade acceptance, draft or other instrument with respect to or in payment of the Account or any chattel paper with respect to the services giving rise to the Account, and if

any such instrument or chattel paper is received, the Assignor will immediately notify the Company and, at the Company's request, endorse or sign and deliver the same to the Company.  
(xiii) there are no liens of any type that are subject to the account or assignor.  
(xiv) that the account, fee declarations, and the like are valid and have not exceeded any statute of limitations or a duplicate.

2. Assignment of Eligible Accounts. Assignor hereby agrees to assign, transfer, set over, convey and deliver to Company, with recourse, and Company agrees to purchase:

- (a) all Assigned Accounts, which are, in Company's sole discretion, acceptable to Company,
- (b) all proceeds, guaranties, security and all of Assignor's interest in the services giving rise to such Assigned Accounts and all related insurance,
- (c) any items substituted therefore as replacements and,
- (d) all additions thereto.

The Assigned Accounts purchased by Company hereunder shall be transferred by individual assignments stamped or otherwise notated on the face of each invoice, contract or voucher and by such other instruments as Company may from time to time request. Assignor guarantees the timely payment of the amount represented by the assigned Accounts.

3. Purchase Price and Fees, Reserve Account, and Interest.

- (a) The purchase price or amount to be advanced by Company for each Eligible Account hereunder shall be the gross amount of such Eligible Account less any discount or allowances of any nature allowed to Account Debtor and less Company's charge and any reserve account held by Company, as agreed to by the parties. Each Account purchase shall be evidenced by a written assignment of the Eligible Account on the SCHEDULE OF FEE CLAIMS ASSIGNED or ASSIGNMENT SCHEDULE ("SCHEDULE"), which shall make reference to this Agreement.
- (b) In order to protect Company against possible returns, claims, allowances, expenses, and all other obligations of Assignor hereunder, Company may, in its sole discretion, reserve an amount not to exceed fifty percent (50%) of the Net Amount of each Eligible Account, which amount is considered reasonably necessary to cover such obligations and contingencies. Company shall have the right, in its sole discretion, to make charge backs to, or make deductions for any claims, short pays, setoffs against, or any other charges the Company deems to be in the Company's best interest to deduct from the reserve fund, in order to satisfy any obligations of Assignor to Company as provided in this Agreement. The Company will pay, i.e., "rebate," to Assignor the balance of the reserve fund, after deducting all fees and charge backs (short payment because of Payor deductions, Assignor-intercepted payments, etc.) on each Account included on the SCHEDULE. The Company will generally rebate the reserve on an invoice-by-invoice basis, but reserves the right under appropriate circumstances to delay the rebate until all the Accounts included on the SCHEDULE have been collected in full by the Company.
- (c) The Company will advance an amount up to and not to exceed eighty-five percent (85%) of any Eligible Accounts and will charge a fee, agreed upon by both Company and Assignor, on the gross amount of said Accounts. The Company's fee shall be consideration for its services in paying cash for said Accounts well in advance of their due date. The terms of this fee shall be set forth on the SCHEDULE.
- (d) All funds received on behalf of Assignor to Company will be applied to fees first and then to the principle funded.
- (e) The fee that is established on the SCHEDULE shall remain in effect, where applicable, should a lawsuit or collections be instituted against the Assignor and this fee is consider to be contractual in the respect to pre-judgment interest rates. The parties agree that the post-judgment interest rate will be at an APR of 21.99%.

(f) In the event of a breach of this agreement by Assignor then Company reserves the right to collect the maximum amount of fees and loss of income that Company would have been entitled to had Assignor not breached this agreement.

(g) Any grace period or period that does not incur a charge, interest or fees will be reinstated upon a default or breach of this agreement as if the period had not occurred.

(h) Each Assignor may be charged a one time administrative fee of one hundred and fifty dollars (\$150) in order to assist in establishing and maintaining a working account. An account will be considered "working" if there are two or more different funding within a twelve month period. This one time fee may be deducted from the Assignors' future eligible reserve payment. Should there not be an eligible reserve payment then collection of this fee may be collected by any means prescribed within this agreement.

*(i) In the event of a breach or default, Company and Assignor agree, along with other damages allowed under this agreement, that the default rate of interest shall be 29.99% or the maximum allowed by law, from the date of advance.*

4. Services Rendered. All services rendered by Assignor will be made in Assignor's name with notification to Account Debtors that Assigned Accounts accepted by Company have been assigned, sold, and transferred to Company in absolute ownership. Invoices and statements to Account Debtors are to be sent out by Assignor in a manner and on forms approved by Company, and Company has the right and privilege to send such invoices or statements to Account Debtors, if it so chooses, with cost of stationery and postage charged to the account of the Assignor. All invoices are to be clearly marked in a manner specified by Company, giving full notification to the Account Debtor that the Account is payable by Account Debtor directly to Company at its lock box at Post Office Box 36927, Birmingham, AL 35236. Company has the right to institute and maintain actions in its name, in the name of Assignor or otherwise to collect such accounts at the cost and expense, including attorney's fees, of Assignor.

Company does not send Assignor regular monthly statements; should Assignor need an updated statement of account, then Assignor must submit such request in writing to Post Office Box 36927, Birmingham, AL 35236. Should Company provide such statements after receiving a verbal communication from Assignor, no waiver of this provision shall be inferred or apply.

5. Representation, Warranties and Agreements. Assignor represents, warrants, and agrees that:

- (a) The Assignor is a corporation or solo practitioner duly and validly licensed to practice law in a state within the United States of America, existing and in good standing under the laws of each licensed state. The Assignor has all requisite corporate power to enter into this Agreement and to consummate the transactions contemplated hereby on behalf of them and on behalf of the law firm they are associated with, partnered in, own, or otherwise employed. The Assignor has, by all necessary corporate action, duly authorized the execution, delivery and performance of this Agreement, and when duly executed and delivered by the Assignor and the Company, this Agreement will constitute a legal, valid and binding agreement of the Assignor and their respected law firm enforceable in accordance with its terms.
- (b) If Assignor has ever had one or more of their fee declarations used by another person or entity that has an account with Daniels Capital Corporation and that account is not in good standing or default then Assignor hereby understands, agrees, and accepts that they shall be also liable for all or part of that persons or entities account. By way of example only; The Law Firm of A and B executed an agreement under the firm's name with Daniels Capital Corporation, and then they dissolved or are in default. B then wishes to enter *solely* into this agreement with Daniels Capital Corporation, B shall personally be liable for The Law Firm of A and B's account as if personally signed by B. Nothing contained in this provision shall relieve any other party from liability.
- (c) The Assignor will provide written notification and specific details to Company of any ethical, criminal, civil, or disciplinary inquiry or complaint against Assignor or change in the good standing in any state within which the Assignor is licensed *or certified* within 5 days of such incident.

(d) With respect to each Account purchased by Company hereunder:

(1) the Account is not yet past due, is not evidenced by a judgment, lien, instrument or chattel paper (except such judgment as has been assigned and such instrument or chattel paper as has been endorsed and delivered to Company) and represents a bona fide completed transaction;

(2) the amount shown on Assignor's books and on any invoices or statements delivered to Company is a legally enforceable debt owed by Account Debtor or Assignor;

(3) the title of Assignor to the Account and, except as against the Account Debtor, to any services representing the Account, is absolute;

(4) the Account has not been transferred to any other person, and no person, except Assignor, has any claim thereto, and, with the sole exception of the Account Debtor, to the services represented by the Account;

(5) no partial payment has been made by anyone on such Account;

(6) no setoff, counterclaim or defense to such Account exists and no agreement has been made with any person or entity under which any deduction or discount may be claimed.

(7) any fee declaration has been filed with the appropriate court or clerk or will be filed with the appropriate court or clerk within 24 hours of executing the SCHEDULE.

(8) should any funded fee declaration or account not be paid in full or at all from the original source then Assignor will hereby be liable and make immediate payment of the amount initially funded and fees to Company.

(e) Assignor will execute any financing statement or other document and do any act or pay any costs which Company deems necessary to protect its interest under this Agreement.

(f) The address stated in Section 19 of this Agreement is the address of Assignor's principal office and its sole place of business. Assignor will give Company ten (10) days prior written notice of any change in location of its principal office, the addition of any new places of business and their addresses, any name change or the addition of any name under which it does business.

(g) Assignor agrees to indemnify and hold Company harmless against any misrepresentation or breach of warranty hereunder by Assignor, any dispute resulting in liability, loss, expense, cost or attorney's fees caused by or arising out of the rejection of any work performed or services rendered, or any alleged claim, defense or set off of every kind and nature asserted by any Account Debtor.

(h) Assignor agrees to co-operate fully with Company in all respect under this Agreement. From time to time, Company may make demands or requests for information from Assignor along with a "no later than" date to comply with such demand or request for information.

*(i) Assignor hereby agrees and grants Company and/or their attorney, The Commerce Legal Center, PC, the right and authority to request and review Assignor's and Co-Assignor's credit report from any credit reporting agency at any time.*

6. Accounts. The Assignor and the Company agree as follows with regard to the Eligible Accounts accepted by Company:

(a) Upon the creation of any Assigned Account accepted by Company, Assignor shall issue an invoice or voucher to or enter into a contract with the Account Debtor. The Assignor shall:

- (i) deliver to the Company the original and two (2) copies of each invoice, voucher or contract, and a completed, dated and signed SCHEDULE,
- (ii) stamp or print conspicuously on all invoices and contracts that the Accounts represented by such invoices and contracts and all rights to payment thereunder have been assigned to the Company, and
- (iii) notify the Account Debtors that the Accounts and all rights to payment thereunder have been assigned to the Company. The books and records of the assignor shall show that the Accounts are assigned to the Company and that all payments and collections with respect to such Accounts shall be paid directly to the Company.
- (b) Duplicates of all invoices issued or contracts entered into upon the creation of any Assigned Accounts accepted by Company shall be delivered to the Company along with any documents which the Company may reasonably require to further evidence the assignment of such Accounts.
- (c) All payments made with respect to any Assigned Account purchased by Company hereunder shall be made directly to Company. If the Assignor should receive full or partial payment on any Assigned Account or any Assigned Account proceeds, the Assignor will immediately upon receipt deliver such payment or proceeds to the Company *and will not negotiate such*. The Assignor agrees that all such payments or proceeds while in the hands or possession of the Assignor shall be held in trust for the benefit of the Company.
- (d) All funds received on behalf of Assignor to Company will be applied to fees first and then to the principle funded.
- (e) The Company's granting of extensions to Account Debtors or the suffering of any delay or breach by the Account Debtors in connection with the Accounts shall in no way be construed as a waiver of any subsequent delay or breach or of the rights of the Company against the Assignor and the Account Debtors.
- (f) The Company shall not, under any circumstances, or in any event whatsoever, have any liability for any error, omission or delay of any kind occurring in the settlement, collection or payment of any Account or of any instrument received in full or partial payment thereof or in dealing with any lien, security or guaranty of any such Account.
- (g) The Assignor shall not, without the express notarized written consent of the Company, release, compromise or adjust any Assigned Account purchased hereunder, or any guaranty, security or lien therefore, or grant any discounts, allowances or credits thereon, or bring any suit or enforce payment thereof.
- (h) The Company shall have the right, but not the obligation, at any time, at its option, to collect any or all of the Assigned Accounts purchased hereunder, directly or through its agents or attorneys. The Company shall also have the right, but not the obligation, upon default by Assignor, to collect any or all of Assignor's accounts, directly or through its agents or attorneys. For such purposes, the Assignor hereby irrevocably makes, constitutes and appoints the Company its true and lawful attorney in fact with full power to sell, transfer, set over, comprise, discharge or extend the whole or any part of any such Account or Assigned Account as appropriate, and to do all acts or things necessary or incidental thereto, including *but not limited to*, the right to bring suit, endorse or sign the Assignors signature and draw funds directly from any bank account of the Assignor, contact and change any mailing address *or payment method or routing information or wire transfer information*, from a debtor of the Assignor, notify any court or debtor of the Assignors obligation and offset that obligation with any account receivables. The Assignor hereby ratifies and confirms all that the Company or its agents shall do by virtue of this power of attorney, which is coupled with an interest and, therefore, irrevocable, until all purchased Accounts have been paid or satisfied in full, all obligations of Assignor have been satisfied in full, and this Agreement is terminated. The Company has no obligation to take the actions authorized by this power of attorney.

7. Power of Attorney. In addition to the preceding paragraph, Assignor does hereby constitute and appoint Company its true and lawful attorney with power to receive, open and dispose of all mail addressed to Assignor, and does hereby further authorize and empower Company to endorse the name of Assignor upon all remittances payable to Assignor with respect to Accounts purchased hereunder and to sign and endorse the name of Assignor on any invoice, assignment of Accounts sold, claims, request for payment, financing statements in favor of Company, checks, drafts, money orders and any other instrument or document which will facilitate payment of any Account purchased hereunder. Also, Company shall have the right to collect any default account balance by endorsing/signing the Assignors signature and draw funds directly from any bank account of the Assignor, contact and change any mailing address *or payment method or routing information or wire transfer information* from a debtor of the Assignor from the State Comptroller or any other debtor, open any U.S. mail or other correspondence believed to be negotiable instruments *or other documents relating to the fee declarations or account.* Company shall have the right to notify any court or debtor of the Assignors obligation and offset that obligation with any account. Assignor specifically gives Company the full authority to contact the State Comptroller, U.S. Treasury, any government or civilian entity, or other debtor and to have that debtor provide any and all information, either written or otherwise, to Company as part of the collection effort. Assignor will hold such debtor harmless and will indemnify debtor of any expense or attorney fees associated with this power of attorney or collection effort. It is understood that this power is coupled with an interest and is irrevocable.

*(a) Assignor further grants Company, at the cost and expense of Assignor, the power of attorney to sign, file, and renew any UCC lien or other documents to protect Company and/or to give notice of Company's lien on Assignor's assets. Cost of any filings will be the sole responsibility of Assignor, and Assignor agrees to pay all such costs directly or the cost shall be added to Assignor's accounts and accrue interest at the contractual rate.*

8. Books and Records. Assignor shall keep proper and accurate books, accounts, correspondence, records and papers pertaining to all Accounts of Assignor and shall make proper entries on its books and records disclosing to Company the sale of the Eligible Accounts accepted by Company. Company may at all reasonable times inspect, verify and audit Assignor's books and records and may remove any part of them for the purpose of making photo static copies of any part thereof.

9. Financial Statements and other Documents. Assignor shall furnish from time to time (not less often than quarter-annually), only as required by Company, statements showing its financial condition, including, without being limited to, income statements and balance sheets. Annual financial statements shall be certified by an independent accountant acceptable to Company. Further, Assignor agrees to co-operate fully with Company in all respect under this Agreement. From time to time, Company may make demands or requests for information from Assignor along with a "no later than" date to comply with such demand or request for information.

10. Termination. This Agreement may be terminated by Company without cause and such balance will be due within thirty (30) days "termination period" of such notice. During the termination period, Company does not waive any of their rights under this agreement and the terms and rights under this Agreement will continue until such balance is paid in full by Assignor. Assignor may terminate this agreement by providing written notice to Company along with the entire balance due. Assignor has the obligation to contact Company for the final balance and that balance will be good for three (3) days. Should the entire balance not be paid then the agreement is not terminated.

11. Attorney's Fees and Expenses. Company shall be entitled to recover from Assignor reasonable attorneys' fees, court costs, and all other expenses which may be incurred by Company in the enforcing or interpretation of this agreement or the provisions of any related documents, the collections of any disputed or undisputed balance under this agreement, whether or not an action is commenced. Further, Company shall be entitled to additional reasonable attorney's fees for any appeal or in bankruptcy proceedings.

12. Security Interest, Enforcement, and Default.

(a) As security for the due and punctual payment and performance by Assignor of all obligations under this Agreement, together with all costs and expenses (including attorney's fees) incurred by Company in connection with the enforcement by Company of its rights hereunder, Assignor hereby grants to Company a security interest in and to the following property of Assignor:

(i) All Accounts, wherever located or situated and whether now existing or hereafter arising or whether now owned or hereafter at any time acquired by Assignor, all sums of money due or becoming due on such Accounts, all guaranties and security for such Accounts, all of Assignor's interest in the services giving rise to such Accounts and the rights pertaining to such services, including without limitation the right of stoppage in transit and all related insurance, any times substituted therefore as replacements and all additions thereto;

(ii) All of Assignor's records, instruments, chattel paper, general intangibles and contract rights associated with the Accounts; and

(iii) All proceeds of any of the foregoing, including but not limited to insurance proceeds.

(iv) *Any fee declaration payments or accounts payable to Assignor that have not been assigned to Company.*

(b) If Assignor breaches any warranty made in this Agreement or fails to observe or perform any of the provisions of this Agreement, Assignor shall be in default or partial default, and Company or their attorney may proceed to enforce payment and exercise, or partial payment or partial exercise, any and all of rights and remedies including but not limited to request for information on each and every account or fee declaration along with a reply "no later than date", demand for immediate payment of the entire or partial balance, demand payment within a period of time, acceleration payment of the entire or partial balance, file suit in a court of law, off-set from any source available, utilize any Article and specifically Article 9 under the Uniform Commercial Code (Secured Transactions) in effect in the state or states applicable hereto free from any security bond, seek a pre-judgment writ of execution or other similar seizures from Assignor and Assignor hereby waives any such security bond requirement. In the event of a default by Assignor, Company shall also have the right to take all actions necessary to collect the Accounts directly from the Account Debtors, to include but not limited to Assignors' reserve account, the State Comptroller, State Treasurer, or the government entity charged with accounts payable of such accounts. Assignor waives any bond requirement that Company would normally be required to secure from any court, statute, or law to enforce this provision and will hold Company and any other party harmless.

(c) In addition to the other provisions contained in this agreement, an account is considered to be in default if:

- (i) Payment from an account or fee declaration is paid to Assignor by a state comptroller, government entity, obligor, or such, and the original check is not forwarded to Company within 3 days,
- (ii) Assignor keeps any money that should have been applied to Assignors' account,
- (iii) Assignor negotiates any payments from a paying entity that should have been forwarded to Company,
- (iv) Assignor provides Company with accounts or fee declarations that are less than full value, or do not meet the definition of an "Eligible Accounts",
- (v) Assignor provides Company with any accounts that are less than the values shown on the assignment schedule, are duplicates of other billings, are billed at a rate not authorized by the paying authority, are past the statute of limitation, are not a valued, a claim by a third party, are unlawful, are subject to a lien, have had their value inflated, have already been paid by the obligor, or provides Company with an account or fee declaration that is not eligible under the terms of this agreement,
- (vi) Assignor submits accounts or fee declaration to Company and has not filed all of the previous fee declarations that have been submitted,
- (vii) Assignor has not complied with any of the provisions of the sworn statement contained on the assignment schedule,

- (viii) Assignor does not comply with requests for additional information made by Company or its attorney within the time specified on such request,

13. Survival of Representations and Warranties. All covenants and warranties made herein and in any certificates or documents delivered pursuant hereto shall survive and shall continue in full force and effect so long as any Accounts purchased hereunder are outstanding and unpaid, until all amounts due to Company under this Agreement are paid in full and until this Agreement is terminated. Assignor hereby waives any bond requirement for the collection, lien, or claim of this account in any court.

14. Modification, Successors and Assigns, Etc. Any modifications or changes to this agreement are hereby accepted and retroactive as if they were a part of the original, first agreement of the parties. Assignor is deemed to accept all modification or changes if they continue to use Company's services. Should the Assignor not accept the terms of the modification or changes then the Assignor must not be advanced or cause to have funds advanced on or after such modifications or changes are made and shall have 10 days to pay their account balance and therefore terminate the agreement with the Company. Should Assignor fail to satisfy their balance within 10 days then it is agreed that the Assignor accepts the modifications or changes under the terms as stated within.

(a) Modification By Company: Company may modify this agreement from time to time in part or in whole by either providing direct notice to Assignor or by Company posting such changes or a new version of the agreement on its website which is currently [www.danielscapital.com](http://www.danielscapital.com) or [www.danielscapital.org](http://www.danielscapital.org) and the Assignor is deemed to consent to all modifications effective the same date upon executing the "schedule of vouchers" or "*assignment schedule*" or any other agreement and said modifications shall be incorporated into the schedule of vouchers.

(b) Modification By Assignor: No modification or waiver of any provision of this Agreement or consent to any departure by Assignor there from shall, in any event, be effective unless contained in a written instrument signed and notarized by the parties hereto and then such waiver or consent shall be effective only in the specific instances and for the purpose for which given. Should Assignor provide funds for less than the amount owed or disputed, and attached or contained with the funds a dispute letter or notation in which the Assignor conditions the tendering of such funds as a release, waiver, settlement, or other if Company negotiates funds, then Company shall not be bound to such and shall have the absolute right to negotiate such funds without acceptance of any attempted release, waiver, settlement, or other and Assignor acknowledges that this is not a modification of the parties agreement. Therefore the balance will continue to be owed to Company.

(c) This Agreement shall be binding upon the successors and assigns of Assignor and shall ensure to the benefit of the successors and assigns of Company. No notice to or demand on Assignor in any case shall entitle Assignor to any other or further notice or demand in the same, similar or other circumstances. Time is of the essence in interpreting this Agreement.

15. Further Assurances. Upon the request of Company, Assignor shall duly execute and deliver, or cause to be duly executed and delivered, at the cost and expense of Assignor, such further instruments as may be necessary or proper, in the judgment of Company, to carry out the provisions and purposes of this agreement.

16. No Delay. No delay on the part of the Company in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right.

17. Notices, Etc. Any notice, request or demand hereunder shall be in writing and shall be deemed to have been received by Assignor and Company and shall be effective on the date on which delivered to Assignor or Company at the address specified below (or at such other address as such party shall specify to the other parties in writing), or, if sent by registered or certified mail return receipt requested, shall be effective on the date on which mailed, addressed to such party at such address:

In the case of Assignor:  
(Physical address, NO P.O. Box)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the case of Company:

Daniels Capital Corporation  
Post Office Box 36927  
Birmingham, AL 35236

18. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, shall be enforced to the extent that same is deemed to be enforceable by said court, as if originally executed in that form by the parties hereto. The validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Should any provision of this agreement be redundant or inconsistent with any other provision of this agreement then it is the agreement of the parties that the provision that benefits Company shall prevail.

19. Governing Law. This Agreement is being executed and delivered in the State of Alabama and the laws of the State of Alabama or the laws of the Federal Courts contained within the State of Alabama shall govern the rights of the parties to this Agreement and the validity, instruction, enforcement and interpretation of this Agreement.

20. Consent to Jurisdiction and Waiver. All parties to this agreement acknowledge that they have had significant contact with the State of Alabama for the purposes of subject matter and personal jurisdiction of the Alabama court or the Federal Courts that are located within the State of Alabama. Company and Assignor submit to the jurisdiction of the State or Federal Courts for Shelby County, Alabama for the purpose of deciding any questions, disputes or causes, arising under this Agreement, and in the event Assignor is not qualified to do business in the State of Alabama, the Secretary of State of Alabama is hereby designated as Assignor's agent for service of process for any actions commenced under or to enforce this Agreement in the State of Alabama, provided that a copy of any such process shall be mailed to Assignor in accordance with the notice provisions of this Agreement. Assignor acknowledge that they are sophisticated business persons and have experience in these type of agreement, have and have had access to their private attorneys for *advice*, further independently agree and on *advice* of counsel, intelligently waive any and all defenses and rights they may have to defend or proceed with an action under this *clause*, to include but not limited to, change of venue, unreasonable restriction on trade and practice, restriction of a licensed professional, non-jurisdiction of the court, *non-jurisdiction of the court for a pre-judgment writ of execution, liens or judgments levied on a payor entity, jurisdiction of property*, against public policy, and will not challenge any exporting of any judgment obtained in the State of Alabama State Court or Federal Court in the event of any breach or threatened breach by Assignor or agent, DCC may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect DCC against any such breach or threatened breach.

21. Plurality and Gender. The use of the singular herein shall be deemed to include the plural and vice versa, and the use of the neuter shall be deemed to include the masculine or feminine, and vice versa.

22. No Assumption or Obligations of Assignor. It is expressly agreed that Company does not expressly or implicitly assume any contractual or other duty, obligation or liability of Assignor to Account Debtor or to any other person or entity.

23. Other. Legal Rights, Waivers and Misc.

(a) IT IS HEREBY UNDERSTOOD AND AGREED that the Assignor grants full power of attorney to collect any amount from any entity, but not limited to, a bank, state government, comptroller, treasurer, or like in order to satisfy any balance owed to Company and will hold such entity and Company harmless and therefore not a party to this contract or legal matter. Should Assignor nonetheless attempt to hold any party liable despite this agreement then Assignor will be liable for the attorney fees and other cost to defend the third party.

(b) Assignor hereby submits to any liens or garnishments to collect any balance owed to Company under this agreement from any third party *wherever located either intrastate or interstate*. *This submission to liens or garnishments shall include but is not limited to any pre-judgment writ of execution*. Assignor will hold such third party harmless. Should Assignor nonetheless attempt to hold any party liable despite this

agreement then Assignor will be liable for the attorney fees *for Company as well as* other costs to defend the third party.

(c) IT IS HEREBY UNDERSTOOD AND AGREED by the signatory to this Instrument that under the foregoing Agreement, no payments for invoices or vouchers which have been assigned to Daniels Capital Corporation is to be collected by the Assignor and not subsequently paid to Daniels Capital Corporation.

(d) IT IS EXPRESSLY UNDERSTOOD that should the Assignor receive payment for any assigned invoices or vouchers and not pay those to Daniels Capital Corporation immediately that such action constitutes a violation of the Agreement, along with but not limited to, civil fraud, conversion, and a violation of the criminal laws of Alabama. Specifically, Alabama Code Annotated 13A-8-2, "theft of property", would be violated by an act as contemplated above. The parties to this Instrument also understand that according to the amount of the invoice, voucher or contract which is received and not paid to Daniels Capital Corporation, the rating of the offense could be a misdemeanor or felony.

(e) The parties to this Instrument agree that should the Assignor breach this Agreement, Daniels Capital Corporation shall have the right to claim damages in the amount of no less than 1 times the balance due before a lawsuit is commenced and no less than 3 times the pre-lawsuit balance if a lawsuit is commenced. Nothing contained in this clause shall otherwise limit any claim by Daniels Capital Corporation.

(f) The parties to this Instrument agree that Daniels Capital Corporation has actual ownership in the fee declarations and all supporting documentation. This ownership includes but is not limited to the time sheets and files that were used to calculate the value of the claim. Assignor hereby waives any claim of confidentially or any other defenses as to why Daniels Capital Corporation should not have possession of such documentation and/or files. Parties acknowledge that this itemization is required as additional supporting documentation for all C-62A Forms of the State of Alabama Unified Judicial System and similar forms and supporting documentation in other jurisdictions, in order to give value to each fee declaration and that these itemization are generally placed into the individuals' file and made public record. The attorney *or client* itemizing the case is under the rules and guidelines established by the controlling state bar in order to prevent any disclosure of confidential information.

(g) Should an attorney for Company intervene with the enforcement of this agreement or other agreements of the parties then it is understood and agrees that any payment made subject to an agreement will be payable to the designated office of such attorney, however, should any check or money order or the like be made payable to Daniels Capital Corp, or Scott Daniels, or any other variation, then the funds will be deposited into the account of the designated attorney for the use of DCC and therefore Assignor will have no claim against anyone for such and therefore the endorsement is appropriate under a separate agreement between DCC and the designated attorney and any claim for such endorsement or deposit is void and subject to the terms and conditions of this agreement.

*(h) Should Assignor or third party at the request of Assignor demand/request an accounting of any account or dispute any balance, then the cost of such accounting shall be at the expense of the Assignor, and no such accounting shall be conducted unless such funds are provided in advance.*

24. Fiduciary Duty. The Assignor agrees that this agreement creates a fiduciary duty owed to Daniels Capital Corporation. It is the sole duty of Assignor to protect Daniels Capital Corporation's interest in each and every account and fee declaration. As part of this duty owed, along with other duties owed under a fiduciary relationship, the Assignor will use their absolute best effort to insure that each and every account or fee declaration is processed through the respected clerk or court properly and without delay, is valid, and is payable to Daniels Capital Corporation under the terms of this agreement.

25. Bankruptcy saving clause. The parties agree that the subject matter contained in this agreement is not the type that is traditionally dischargeable in bankruptcy court due to but not limited to the security interest, purchase money security interest, a factor, malfasant, theft of property, and theft by deception, fraud, misrepresentation, unjust enrichment, and the like. In consideration of this agreement, Assignor will reaffirm any debt to Company should Assignor file bankruptcy. Assignor hereby waives any personal or other exemptions should bankruptcy be pursued or obtained.

26. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to

construe meaning, limit the terms, limit the application throughout this agreement, or act as an interpretation of the parties' intent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Primary ASSIGNOR:

COMPANY:

\_\_\_\_\_

DANIELS CAPITAL CORPORATION

\_\_\_\_\_  
Signature on behalf of myself and the firm

\_\_\_\_\_  
Representative of DCC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Social Security No. \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Federal Employer ID \_\_\_\_ - \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Issuing State \_\_\_\_\_  
(Include photocopy of License with Agreement)

Attorney State Bar Code \_\_\_\_\_

*Non-Attorney Professional Identification number or code* \_\_\_\_\_

NOTARIZATION OF ASSIGNOR SIGNATURE

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

ADDITIONAL PARTIES (IF ANY) UNDER THIS AGREEMENT

\_\_\_\_\_  
Signature on behalf of myself and the firm

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Social Security No. \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Federal Employer ID \_\_\_\_ - \_\_\_\_

Driver's License No. \_\_\_\_\_ Issuing State \_\_\_\_\_  
(Include photocopy of License with Agreement)

Attorney State Bar Code \_\_\_\_\_

NOTARIZATION OF ASSIGNOR SIGNATURE

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

\_\_\_\_\_  
Signature on behalf of myself and the firm

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Social Security No. \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Federal Employer ID \_\_\_\_ - \_\_\_\_

Driver's License No. \_\_\_\_\_ Issuing State \_\_\_\_\_  
(Include photocopy of License with Agreement)

Attorney State Bar Code \_\_\_\_\_

NOTARIZATION OF ASSIGNOR SIGNATURE

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public