



Receivable Services Agreement

This agreement is made and entered into this _____ day of _____, 2008, between BAKER GOVERN & BAKER INC. and or its wholly owned subsidiary BAKER GOVERN & BAKER NC L.L.C., hereinafter referred to as BG&B and _____ hereinafter referred to as the CLIENT. It is agreed and is stipulated as follows:

BG&B's fees will be strictly on a contingency basis. BAKER, GOVERN & BAKER INC. will be entitled to _____ percent on all dollars recovered, whether payments are made directly to the CLIENT or directly to BG&B. In the event of a return of merchandise, BG&B will be entitled to its standard collection fees based on the fair market value of the return products. If the account placed for collection was paid prior to placement with BG&B, BG&B may charge its standard fees above only upon presentation of a copy of the customer's canceled check or wire transfer documentation.

BG&B will not refer accounts to local attorneys for litigation without the written consent of CLIENT. In the event of the necessity of litigation, BG&B will notify the CLIENT in writing and the fees will be forty (40.0%) percent on a contingent basis. The CLIENT, subject to CLIENT's approval will pay if acceptable, all out-of-pocket or non-contingent suit fees. These attorneys are not employed by BG&B but are the CLIENT's attorneys. The CLIENT agrees to indemnify and hold BG&B harmless from any loss, damage, or expense associated with the acts or omissions of any attorneys in connection with accounts forwarded.

The CLIENT will not terminate BG&B'S authority to handle a particular account for a ninety (90) day period from the date of acknowledgment, such acknowledgment to be given by BG&B within forty eight (48) hours of placement. CLIENT further agrees that subsequent to this ninety (90) days authorization, CLIENT will give at least thirty (30) days written notice of intent to cancel. However, in those instances where a formal agreement on an installment basis has been made between the BG&B and one of the CLIENT'S debtors, BG&B will continue to receive its stated collection fees, not withstanding cancellation by the CLIENT.

The CLIENT hereby authorizes BG&B to deposit any checks and relative to any payment received from a debtor, either by BG&B or by the CLIENT, the proper amount due the other party will be remitted by the end of the subsequent month in which a payment was received. The client agrees to indemnify, defend and reimburse, if necessary, BG&B for any payment made by BG&B to the client that subsequently is claimed to be a preferential payment under applicable bankruptcy and insolvency laws.

If the CLIENT for any reason whatsoever decides to cancel a particular collection account within the above noted ninety (90) day period, CLIENT agrees to pay BG&B a ten (10.00%) percent cancellation fee. If the account placed for collection was paid prior to placement with BG&B, BG&B will charge a ten percent (10.00%) cancellation fee only upon presentation of a copy of the customer's canceled check or wire transfer documentation.

BG&B agrees to give the CLIENT either written or oral status reports every thirty (30) days, or upon reasonable request by CLIENT. CLIENT hereby authorizes BG&B to make reference to CLIENT's name or to display CLIENT's logo name within BG&B's marketing material and website during the term of this agreement.

That no debtor accounts placed with the BG&B have been pledged or assigned to any other person or entity.

BAKER GOVERN & BAKER, INC.
BAKER GOVERN & BAKER NC L.L.C.

CLIENT:

Authorized Officer / Member

Name, Title & Signature