

MEMORANDUM OF SALE AND ASSIGNMENT OF ACCOUNT(S) RECEIVABLE

FOR VALUE RECEIVED, the undersigned ("Client"), does hereby sell, transfer, convey and assign all the rights, title, and interest of Client in and to the account(s) receivable evidenced by the invoice(s), invoice copies, or other documents evidencing a receivable listed on the attendant Purchase Summary Report totaling \$_____ labeled Exhibit "A" ("invoices"), to Interstate Capital Corporation, P. O. Box 1229, Santa Teresa, NM 88008 ("ICC"), its successors and assigns, subject to the terms and conditions contained in that certain Factoring Agreement by and between Client and ICC and any amendments thereto, said Factoring Agreement and amendments being incorporated herein by reference.

Client hereby represents and warrants that the invoices are bona fide and are currently due and owing to Client in the amount shown thereon; that the service or merchandise provided by Client has been delivered or performed and has been accepted by the account debtor(s) identified herein; that the invoices are not subject to any lien, security interest, assignment, financing statement, or pledge; and no disputes, claims, offsets, or counterclaims exist which could in any manner interfere with or hinder ICC's ability to collect the full face amount of the invoices.

Client hereby agrees that the invoices listed on Exhibit A are purchased by ICC WITH RECOURSE to seller unless expressly agreed to otherwise by ICC in writing. ICC shall have the right, after 60 days from date of purchase by ICC (or other time period, if agreed to in writing), to demand from Client and Client shall be obligated to pay to ICC: i) the sum of all unpaid advances relating to the invoices; ii) ICC's discount fee; and iii) applicable reimbursable expenses, if any. Client hereby authorizes ICC to hold and apply Client's reserves as well as any proceeds of any account(s) assigned to ICC, whether or not said proceeds relate to invoices sold to ICC, to effect the repurchase by Client of invoices subject to recourse. The undersigned hereby grants authority to ICC to verify with the account debtor(s) and/or third parties, the accuracy of any supporting information provided to ICC by Client relating to the invoices. Client agrees that fax and/or electronically transmitted signatures on this memorandum shall be accepted as originals and binding for all purposes.

FUNDING INSTRUCTIONS:

Pick Up Check At ICC Deposit Fedex Other: _____

Wire to (Bank Name): _____

Company Name

By: _____
(Signature)

Date: _____

Title: _____