

ACCOUNTS RECEIVABLE FACTORING AGREEMENT

This ACCOUNTS RECEIVABLE FACTORING AGREEMENT (the "Agreement") is entered into between 21st Capital Corp ("21st"), a California Corporation, and YOU (collectively "YOU," "YOUR," and "YOUR Authorized Representative"), defined as any individual, proprietorship, corporation, partnership, limited partnership, limited liability company, or any other organization or entity, who or which has applied for 21st's factoring services on the 21st website, located at <http://www.21stcapital.com> (the "website"). YOU shall authenticate this Agreement [California Commercial Code section 9102(a)(7)], and all other documents referred to herein, by using YOUR mouse or other electronic pointing instrument to click the "I Agree" button associated with this Agreement on the web page of the website that links to this Agreement and all other factoring documents from which YOU were navigated to access this document. This Agreement shall apply to YOUR use of the 21st factoring service and any related products and services (collectively the "Service"). This Agreement affects YOUR rights and duties and YOU should read it carefully. We encourage YOU to print the Agreement or copy it to YOUR computer's hard drive for YOUR reference. All computer and/or information technology terms used, but not defined herein, are defined pursuant to their definitions at <http://www.wikipedia.com>, which is incorporated, herein by this reference.

By authenticating this Agreement or other documents, referred to herein, YOU agree to the terms and conditions of this Agreement, the 21st Privacy Policy, and all other documents posted on the website, and any documents incorporated by reference, herein. YOU further agree that this Agreement forms a legally binding contract between YOU and 21st, and constitutes a writing signed by YOU under any applicable law or regulation. Any rights not expressly granted herein are reserved by 21st. This Agreement is subject to change by 21st without prior notice (unless prior notice is required by law), by posting a revised Agreement on the website. Descriptions of material amendments to this Agreement will be posted in advance on the "Policy Updates" page on the website where YOU or YOUR authorized representative(s) may review said documents prior to initiating a transaction, at any time.

A. WHEREAS, from time-to-time, YOU desire to factor, defined as the sale, assignment and transfer of all right, title and interest, in certain of YOUR accounts or accounts receivable and all proceeds, thereof [California Commercial Code section 9101(a)(2)], and referred to hereinafter as "Invoices," including the right to receive payment, thereon, and;

B. WHEREAS, 21st wishes to extend a factoring facility to YOU for said purpose.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. YOU agree to factor said Invoices, at a DISCOUNT from face value, as defined hereafter, on a transaction-by-transaction basis, as defined hereafter, net of sales tax, discounts, contra accounts, or any other amounts, which would result in a reduction in the value of said accounts or in the monetary obligations owing by YOUR customers ("account debtors") [California Commercial Code section 9101(a)(3)] regarding said Invoices 21st shall have the full right and power to notify the account debtors, thereof, that the amounts due or to become due upon said Invoices have or has been assigned to 21st, that payment of said Invoices, is to be made to 21st, regarding not only the Invoices specifically factored by YOU but also any additional Invoices within the coverage of 21st's security interest, described hereafter, to contact the account debtors, thereof, to verify the amounts owing

upon and the validity of said Invoices, and to collect, compromise, sue for, assign, or to enforce collection of said Invoices in any manner, in the name of 21st, or in the name of any assignee of 21st, without limitation. The factoring of said Invoices by YOU shall be at YOUR sole and absolute discretion.

2. YOU shall create the Invoices that YOU intend to factor (the "created invoices"), by either of the following methods, or by such other method or methods which 21st may authorize YOU to use, from time-to-time.

- a. You shall use 21st's proprietary web-based invoice creation software, available on the website, to enter all necessary data representative of each of said invoices into web forms displayed on YOUR browser by 21st's web server; or,
- b. YOU shall create said invoices in Quickbooks® and use 21st's proprietary web connection software, which you shall download from the website, to upload the invoice data to the 21st server and databases.

3. Upon the completion of the Invoice data entry process, described in paragraph 2, above, YOU shall authenticate the following statement on a 21st web page regarding each Invoice, by clicking an "I Agree" button:

"I hereby agree to sell, assign and transfer all right, title and interest in this invoice to 21st Capital Corp pursuant to the Accounts Receivable Factoring Agreement between my organization and 21st Capital Corp."

YOU shall also authenticate the Invoice Confirmation Agreement between YOU and the account debtor being invoiced, which shall be displayed on YOUR browser at the completion of the online invoice creation session, by clicking an "I Agree" button.

4. After YOU shall have completed any online invoicing creation process, as described, above, YOU shall be navigated to a 21st web page (the "release" page) where YOU shall click a checkbox or checkboxes to select the invoices YOU wish to release from the release page to 21st's section of the website so that 21st can process the released Invoices.

5. Factoring Programs:

a. Factoring Program A:

At the completion of any invoice creation session, described in paragraphs 2-4, above, YOU shall be presented with a checkbox on a web page enabling you to request that 21st process the Invoices in accordance with Factoring Program A, which is defined as a ninety percent (90%) advance and a flat ten percent (10%) factoring fee, the qualifications for which shall be:

- i. The total amount of all invoices comprising a transaction shall be no less than \$10,000.00;
- ii. All Invoices must bear payment terms of Net 30 Days, or less; and,
- iii. The creditworthiness of the account debtors being invoiced must comply with 21st's credit standard, the determination of which shall be at 21st's sole and absolute discretion. The checkbox shall bear the following associated text:

"I hereby request that an advance of ninety percent (90%) of the total value of this transaction, in accordance with Factoring Program A, set forth in the Accounts Receivable Factoring Agreement, and agree that a ten percent (10%) flat factoring fee shall apply. I understand and agree that the granting of said request shall be at the sole and absolute discretion of 21st Capital Corp. If 21st Capital Corp declines this request,

but exercises its discretion to fund this transaction, nonetheless, it shall do so by advancing eighty percent (80%) in accordance with Factoring Program B, set forth in the Accounts Receivable Factoring Agreement, to which the Program B rebates shall apply."

If YOU do not click the checkbox to make said request, 21st shall process the transaction in accordance with Factoring Program B, described below.

b. Factoring Program B:

21st shall determine which Factoring Program B Rebate Plan ("PLAN 1" or "PLAN 2," as defined in the TRANSACTION TABLE, below) shall be applicable to each transaction, based upon the criteria set forth in the TRANSACTION TABLE. In the event that 21st elects to purchase any or all of said Invoices and advance funds to YOU, it shall do so by paying an Advance to YOU equivalent to Eighty Percent (80%) of the total amount of the Invoices selected by 21st, from the created invoices. 21st reserves the right to reduce said 80% advance rate, as it sees fit, upon the occurrence of an Event of Default, as defined hereafter, or in the event of a violation of any of the warranties and representations set forth in paragraph 8, below regarding any prior transaction or transactions. 21st's determination as to whether Rebate Plan 1 or 2 shall be applicable to any transaction entered into between 21st and YOU, hereafter, shall be final, and YOUR failure to protest said classification within twenty-four (24) hours of YOUR deposit of any check or the receipt of any wire transfer from 21st in payment of any ADVANCE, shall constitute YOUR consent to and ratification of said determination and classification by 21st, and YOU hereby waive any right to further protest said classification and any requirement for notice, thereof.

6. Prior to the funding of each transaction, YOU or YOUR authorized representative shall fax and/or upload all ancillary documentation (the "backup documents") required by 21st, to 21st, which shall evidence YOUR legal right to receive payment regarding said Invoices.

7. 21st shall not be obligated to purchase any Invoices from YOU at any time, or to advance funds to YOU regarding any of YOUR Invoices. The election by 21st to do so, or not, shall be at its sole and absolute discretion. After YOU or YOUR authorized representative shall have authenticated the documents referred to in paragraph 3, above, and 21st is in receipt of the backup documents, referred to in paragraph 6, above, 21st shall select the Invoices it wishes to factor, pursuant to this Agreement, from the created invoices and submitted by YOU to 21st, at its sole and absolute discretion, factor said Invoices and advance funds thereupon to YOU as a single transaction. 21st shall print and mail the Invoices and/or submit them electronically to the account debtors, thereupon, for payment. The Invoices shall bear 21st's Notice of Assignment, and 21st's mailing address shall be imprinting on the Invoices in the place and stead of YOUR address. Each transaction shall be accounted independently from all other such transactions entered into between 21st and YOU, except as provided hereafter.

8. YOU hereby make the following representations, warranties and covenants with respect to all of the Invoices which shall be submitted by YOU to 21st for factoring and each transaction that shall be entered into between 21st and YOU, hereafter:

- a. YOU are duly qualified to do business and are in good standing in each jurisdiction where YOUR ownership of property or the conduct of YOUR business requires such qualification, except where the failure to be so qualified could not

reasonably be expected to have a material adverse effect on YOUR business or assets;

- b. YOU have the corporate power and authority under the laws of YOUR jurisdiction and YOUR formation documents to enter into, authenticate, and deliver this Agreement and to perform the obligations hereunder, and have taken all necessary legal action to authorize the authentication and delivery of this Agreement and the performance of YOUR obligations hereunder;
- c. Prior to the sale, assignment and transfer of said Invoices by YOU to 21st, YOU shall be the sole and absolute owner of said Invoices, and shall have the full legal power to make said sales, assignments and transfers, and, except for the security interest granted hereby, the collateral, described below, shall free from and shall be kept free from all liens, claims, security interests and encumbrances;
- d. No UCC-1 Financing Statement regarding the collateral or any proceeds thereof is now or shall be on file in the future in favor of anyone other than 21st, but if such other UCC-1 Financing Statement is discovered by 21st, it shall be immediately terminated or subordinated to 21st's security interest;
- e. Said Invoices shall be presently due and owing with terms not to exceed net 30 days, unless 21st consents to different terms, the amounts thereof shall not be in dispute, and the payment of the amounts owing thereupon shall not be contingent upon the performance or fulfillment of any contract or contracts, past or future;
- f. There shall not be any set-offs or counterclaims against said Invoices, and they shall not have been previously assigned or encumbered by YOU in any manner, whatsoever;
- g. Said Invoices shall be the property of and shall be collected by 21st, but if for any reason any amounts due thereupon shall be paid to YOU by any of said account debtors, YOU shall immediately deliver any such checks or other instruments in kind, unendorsed to 21st for deposit by 21st. If YOU receive payment in the form of a wire transfer, YOU shall immediately wire transfer the amount received to 21st's commercial checking account;
- h. YOU shall not have any, direct or indirect, ownership interest or management affiliation in or with any account debtor;
- i. Said Invoices shall not be disputed in any manner by any account debtor, whether in whole or part, including, but not limited to, price, terms, quantity, quality, delay in shipment, offsets, counterclaims, contra accounts, or any other defense of any kind or nature, real or claimed, which are not shown on the face of the Invoices; and
- j. Said Invoices shall not represent a delivery of merchandise upon "consignment," "guaranteed sale," "sale or return," "payment on reorder," "pack, bill and hold," or similar terms; and,
- k. **YOU SHALL NOT MAIL OR OTHERWISE SUBMIT ANY FACTORED INVOICES TO ANY OF YOUR CUSTOMERS.**

9. YOU shall promptly notify 21st, in writing, if YOUR record keeping or place of business is changed, or a new location is added.

10. 21st shall have the power of endorsement for any purpose on any and all checks, drafts, money orders, or any other instruments in 21st's possession and payable to YOU, and any other documents relating to factored transactions, and YOU hereby appoint 21st as YOUR agent for said purpose.

11. The DISCOUNT shall be retained by 21st from the collection of all Invoice payments comprising each transaction. However, YOU shall be entitled to a REBATE, as set forth in the

REBATE TABLE below, regarding all Program B transactions, for prompt payment of the Invoices by said account debtors, provided YOU have not breached or violated this Agreement or any other agreement between 21st and YOU. The Collection Periods set forth in the REBATE TABLE correspond to the number of days from the date of each ADVANCE, regarding each transaction, through and including the TRANSACTION CLOSING DATE, defined as the date upon which 21st shall receive the CLOSING CHECK (to which three (3) business days shall be added to allow for check clearance), defined as the check in payment of the Invoice in each transaction which shall result in the aggregate moneys collected by 21st, regarding each transaction, being equal to or greater than the CLOSING AMOUNT, defined as the sum of the ADVANCE plus the DISCOUNT less the REBATE, if any and/or if applicable.

12. YOU hereby grant a security interest to 21st in the following collateral to secure any indebtedness owing by YOU to 21st:
- a. All presently existing and hereafter arising accounts, instruments, notes, drafts, chattel paper and all other forms of obligations, owing to YOU, and any and all supporting obligations, credit insurance, guaranties and other security therefore;
 - b. All present and hereafter acquired machinery, computers, equipment, furniture, furnishings, fixtures, motor vehicles, tools, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, wherever located;
 - c. All inventory, including raw materials, work-in-process, and finished goods;
 - d. The proceeds of any of the foregoing, including, but not limited to, proceeds of insurance covering the collateral, or any portion thereof, and any and all accounts, general intangibles, goods, investment property, money deposit accounts, or other tangible and intangible property resulting from the sale or other disposition of the collateral, or any portion thereof or interest therein, and the proceeds thereof.
13. 21st shall cause a UCC-1 Financing Statement to be filed, perfecting 21st's security interest in said collateral, without YOUR signature, in accordance with Revised Article 9 of the Uniform Commercial Code version (the "UCC") in effect in YOUR state, listing said collateral, and described as "ALL ASSETS."
14. Any of the following shall constitute an event of default by YOU of this agreement:
- a. any of YOUR obligations to 21st pursuant to any agreement with 21st are not paid or performed promptly when due;
 - b. YOU breach any warranty or provision hereof, or of any other instrument or agreement authenticated by YOU and delivered to 21st in connection with this or any other transaction;
 - c. YOU die, become insolvent, or cease to do business as a going concern;
 - d. YOU shall have given 21st substantially false information regarding any material fact;
 - e. a petition in bankruptcy or for arrangement or reorganization be filed by or against YOU or YOU admit YOUR inability to pay YOUR debts as they mature;
 - f. YOUR property is attached or a receiver is appointed for YOU;
 - g. whenever 21st, in good faith, believes the prospect for payment of the factored Invoices or performance of this or any other agreement between YOU and 21st, as described above, is impaired or the collateral is insecure;
 - h. any guarantor, surety or endorser for YOU defaults in any obligation or liability to 21st or any guarantee obtained in connection with this transaction is

terminated or breached.

- i. Upon YOUR default and at any time thereafter, 21st shall have all of the rights and remedies of a secured party under the California Commercial Code and/or the version of the Uniform Commercial Code adopted by the state in which YOU reside and any other applicable laws. 21st may, in its sole discretion, waive a default, or cure a default at YOUR expense. Additionally, 21st shall have the right to apply any applicable REBATES, as defined herein, or any other cash, that would otherwise be payable to YOU, that may come into the possession and control of 21st, to any transactions to cure a default by YOU. If the applicable REBATES or any additional cash are inadequate, 21st shall have the right to deduct said amounts from any other advance otherwise owing to YOU by 21st, to demand payment of any other Invoices owing to YOU, without the necessity of notice to YOU, by notifying the account debtors, thereof, to pay 21st directly thereupon, whether or not said Invoices shall have been factored by 21st, and/or to demand payment from YOU. Notwithstanding the foregoing, in the event that the total moneys collected by 21st within ninety (90) days of the date of the payment of any ADVANCE by 21st to YOU, regarding any transaction, results in a SHORTAGE, defined as the amount by which 21st fails to collect the CLOSING AMOUNT, 21st shall have the right, in its sole discretion, to demand immediate payment of the SHORTAGE from YOU, to offset said SHORTAGE against any sums otherwise owing by 21st to YOU, and/or to proceed legally against YOU and any and all guarantors of this agreement for any remaining SHORTAGE, or against any account debtor for collection of any unpaid Invoices or amount due, whether or not said Invoices shall have been factored by 21st. Furthermore, YOU agree to pay interest to 21st on any SHORTAGE at the daily rate of .25 percent, which shall accrue commencing ninety-one (91) days from the date of any ADVANCE paid by 21st to YOU and shall continue to accrue, thereafter, until said SHORTAGE and accrued interest is paid in full.

15. If it becomes necessary for 21st to bring an action against YOU to enforce any of the terms or conditions of this agreement, or against any account debtors to collect any unpaid accounts, all of 21st's attorneys' fees and /or collection costs and court costs, and all other expenses related thereto, which are defined as costs of suit, shall be borne by YOU.

16. YOU agree that 21st may, in its sole discretion, settle, compromise, or otherwise accept payment of less than the full amount of any factored Invoices, including, but not limited any fees charged by third parties employed by 21st to collect said Invoices, if in its judgment such action is necessary to effect collection.

17. 21st may correct patent errors herein or in any documents authenticated by YOU and fill in blanks.

18. Any provision hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

19. This agreement has been entered into and shall be performed at Malibu, California. California law shall govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this agreement. YOU hereby consent to the jurisdiction of all courts in the County of Los Angeles, State of California. YOU waive the right to trial by jury in any legal action between 21st and YOU.

20. Although the parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in paragraph 20, herein, the California Supreme Court has held that such pre-dispute jury trial waivers are unenforceable. This Section will be applicable until: (i) the California Supreme Court holds that a pre-dispute jury trial waiver provision similar to that contained in paragraph 20, herein, is valid or enforceable; or (ii) the California Legislature passes legislation and the governor of the State of California signs into law a statute authorizing pre-dispute jury trial waivers and as a result such waivers become enforceable.

- a. Other than the exercise of provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Venue for the reference proceeding will be in the Superior Court or Federal District Court in Los Angeles County, California (the "Court").
- b. The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an *ex parte* or expedited basis, and the parties agree that irreparable harm would result if *ex parte* relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.
- c. The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within ninety (90) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.
- d. The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.
- e. Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party,

the parties will equally share the cost of the referee and the court reporter at trial.

- f. The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication . The referee shall issue a decision pursuant to CCP Section 644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.
- g. If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act Section 1280 through Section 1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.
- h. **THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.**

21. YOU acknowledge receipt of a true copy and waive acceptance hereof. If YOU are a corporation, this agreement is authenticated pursuant to the authority of YOUR Board of Directors or the Members of YOUR Limited Liability Company ("LLC").

22. 21st and YOU as used in this agreement, include the heirs, executors or administrators, successors or assigns of those parties. YOUR obligations and those of any guarantors of this agreement shall be joint and several.

23. 21st may inspect and audit YOUR and any guarantors' books and records during normal business hours, the actual cost of which shall be reimbursed by YOU to 21st. All reports and accountings remitted by 21st to YOU shall be at 21st's discretion and shall be deemed to be correct unless written objection thereto is received by 21st within forty-eight (48) hours of YOUR receipt, thereof.

24. YOU waive notice of acceptance hereof or of any transaction with 21st; presentment, protest or demand of any instrument and notice thereof; and forbearance or extension and any other notices and demands to which YOU may be entitled.

25. YOU agree to reimburse 21st for any of its out-of-pocket costs and expenses, including, but not limited to, the cost for wire transfers of funds, delivery expenses, and postage.

26. Upon receipt of written notice and demand from 21st, YOU shall authenticate any further documents and take any further action which may be necessary or appropriate to carry out the purposes and intent of this agreement, or 21st shall have the to power to authenticate said documents and take such action in YOUR name or in the name of 21st.

27. This agreement shall remain in full force and effect so long as YOU are indebted to 21st in any amount whatsoever, pursuant to the terms of this or any other agreement between 21st and YOU.

28. 21st, for its part, shall authenticate this agreement by sending YOU an email notice of acceptance, hereof.

29. This Agreement and the exhibits attached hereto, or incorporated by reference herein, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings, written or oral, with respect thereto. This Agreement may only be amended by a written document duly authenticated by the party or parties to be charged, and no collateral representations, whether oral or written, shall survive the signing or execution of this Agreement.

**Factoring Program B
Transaction Table**

21st's Minimum Requirements for each Transaction			
Factoring Fee Plan	Minimum Transaction Amount	Minimum Amount of Each Invoice	Minimum Account Debtor Credit.Net* Score
Plan 1	\$50,000	\$10,000	95
Plan 2	Less than \$50,000	Less than \$10,000	Less than 95

*Credit.net is a wholly owned subsidiary of InfoUSA, Inc.

**Factoring Program B
Rebate Table**

Collection Period	1 - 11	11 - 20	21 - 31	31 - 41	41 - 51	51 - 61	61 - 71	71 - 81	81 - Over	
Plan 1 Rebates	19%	18%	17%	15%	13%	11%	9%	6%	3%	0%
Plan 2 Rebates	18%	17%	16%	14%	12%	10%	8%	5%	2%	0%

Authentication data:

Date authenticated:

YOU:

Authorized Representative (authenticator):

Title/Position:

Authenticator's User ID assigned by 21st:

MANUAL SIGNATURE PAGE
PLEASE SIGN AND FAX TO
213-596-5787

IN WITNESS, WHEREOF, the undersigned has manually signed this agreement, in addition to his/her electronic signature, hereof, at Malibu, California on _____ .

By _____

Its _____