

Advantage Funding Corp.
giving your business the **ADVANTAGE** to succeed

1000 parkwood circle
suite 300
atlanta, georgia, 30339
(770) 955-2274

Dear Customer:

Please find the enclosed documents needed as well as other items needed by us in order to establish a factoring arrangement with your company (funding of your receivables). The following list of documents must be filled out, signed and returned to us.

1. Client application to be filled out and signed.
2. Certification of Officers form to be filled out and signed by all officers
3. Purchase & Sale Agreement (To be signed at the 2 x's on the back only)
4. Authorization letter on your letterhead (One letter per account debtor factored for each transaction) with original signature of officer
5. Security Agreement to be signed and notarized by each officer with corporate seal affixed to it
6. Copy of Business License
7. Copy of Articles of Incorporation showing officers – Most recent annual report filed with Secretary of State
8. Affidavit Card signed by President
9. Client Check list to be signed and returned to AFC
10. Original invoices
11. Copy of PO's, Contracts, Bill of Landings, Delivery Sheets, Time Sheets, and back up where applicable
12. Contact names and numbers of your customers (Main number only, no toll free numbers)
13. Copy of your latest Accounts Receivable Aging
14. A check for \$350 to cover a one time Search and File fee. This may be put on your charge card
15. Copy of Drivers License
16. Proof of Payroll and payroll taxes on construction, janitorial, employment companies and any other business where it is applicable

When factoring an invoice you prepare your bill just as you normally would. You send it to us along with an Authorization Letter on your letterhead (Sample of letter enclosed) and any other paperwork relating to your invoice. We will also need a Purchase and Sale Agreement signed at the 2 x's on the back only for every invoice you send in.

The three basic requirements for factoring (selling) receivables are:

1. The work has been completed, delivered, accepted and approved.
2. The Company being invoiced (your client) is a credit worthy firm
3. That your company has no outstanding tax liens, judgements, open bankruptcies or UCC Filings against your receivables

You can get information about ADVANTAGE FUNDING CORP, from Advance Financial Corporation, Atlanta, Georgia at (404) 256-2123 or from Bank of America, Atlanta, Georgia by requesting the Business Banking Department at (770) 850-5511.

Very Truly Your,

Jeffrey Farkas
President

Advantage Funding Corp.
Client Application Card

Company Name _____ Type of Business _____
City, Street & Zip _____ Business Phone _____
Street Address _____ Business Fax () _____
Federal ID # _____

President's Name _____ Home Phone () _____
Street Address _____ Cell Phone () _____
City, State & Zip _____ Pager Number () _____
Social Security Number _____

2 Personal References (Name, Address & Phone Number)

1. _____
2. _____

Vice-President's Name _____ Home Phone () _____
Street Address _____ Cell Phone () _____
City, State & Zip _____ Pager Number () _____
Social Security Number _____

Secretary's Name _____ Home Phone () _____
Street Address _____ Cell Phone () _____
City, State & Zip _____ Pager Number () _____
Social Security Number _____

Treasurer's Name _____ Home Phone () _____
Street Address _____ Cell Phone () _____
City, State & Zip _____ Pager Number () _____
Social Security Number _____

Company Bank _____ City & State _____
Company Bank Account Title _____
Company Bank Acct # _____ Bank Routing # (ABA #) _____

3 Business References (Name, Address & Phone Number)

1. _____
2. _____
3. _____

The above statements are true and accurate to the best of my information and belief. This serves as my permission for the release of any information to Advantage Funding Corp. regarding this application for the purpose of credit investigation. I hereby authorize Advantage Funding to investigate the credit of all parties above.

President's Signature

Vice-President's Signature

Secretary's Signature

Treasurer's Signature

For Office Use Only

Broker _____ County _____ Schedule _____ Advance _____

Account Executive _____ Application Approval _____

ADVANTAGE FUNDING CORP.

Giving your business the ADVANTAGE to succeed

1000 Parkwood Circle

Suite 300

Atlanta, GA 30339

(770) 955-2274

CREDIT INFORMATION REQUEST FORM

Please fax or mail this form when you need a credit check on a new client. Allow us 24 hours to obtain this information. Please do not send us an invoice unless we have previously checked credit.

AFC Client (Your Co. Name) _____

New Client Name _____

Address _____

Phone _____ *Dunns#* _____

Bank Name _____ *Bank Phone* _____

Contact (Bank) _____ *Account #* _____

Anticipated Amount of Billing: _____

Date and Time this was faxed to AFC: _____

**CERTIFICATION OF OFFICERS
OF**

TO:
ADVANTAGE FUNDING CORP.
1000 PARKWOOD CIRCLE, SUITE 300
ATLANTA, GEORGIA 30339

In order to induce you to purchase billing rights from the corporation above named, and to continue to do so, the undersigned officers of said corporation warrants, represent, and covenant, as follows:

1. The exact title of the corporation is: _____
2. The corporation was incorporated on _____, under the law of _____, and is in good standing under the laws of said state.
3. The chief place of business of the corporation, being the place at which the corporation maintains its books and records pertaining to accounts, contract rights, inventory, etc. is located at:

Street Address _____ County _____

City or Town _____ State _____

It has another place of business at the following address:

Street Address _____ County _____

City or Town _____ State _____

4. There is no provision in the certificate of incorporation or by-laws of the corporation or in the laws of the State of its incorporation, requiring any vote or consent of shareholders to authorize the sale of any billing rights or the corporation. Such power is vested exclusively in its Board of Directors.
5. The Officers of the Corporation, and their respective titles and signatures, are as follows:

PRESIDENT _____

NAME

SIGNATURE

VICE PRES _____

NAME

SIGNATURE

SECRETARY _____

NAME

SIGNATURE

TREASURER _____

NAME

SIGNATURE

Except as indicated below, each of the said officers has signatory powers as to all your transactions with the corporation.

6. Prompt written notice will be given to you of any change or amendment with respect to any of the foregoing matters. Until you receive such notice, you shall be entitled to rely upon the foregoing in all respects.

Very truly yours,

Signature/Title _____

Signature/Title _____

Signature/Title _____

Signature/Title _____

PURCHASE AND SALE AGREEMENT

1. (a) In consideration of the sum of \$ _____ paid by purchaser to Seller at Purchaser's office located at Advantage Funding Corporation, 1000 Parkwood Circle, Atlanta, Georgia 30339 Receipt of which is hereby acknowledged, the undersigned, _____ (the "Seller") hereby sell, transfers and assigns at such office to Advantage Funding Corp. (the "Purchaser"), its successors and assigns, all of Seller's right, title and interest in and to Seller's accounts(s) receivable (the "Account(s)") owing by various account debtors described in exhibit "A" attached hereto and made a part hereof (the "Account Debtor(s)") and all of the items set forth in clause 1 (b); together with all rights of action accrued or to accrue thereon, including without limitation, full power to collect, sue for, compromise, assign, in whole or in part, or in any other manner enforce collection thereof in Purchaser's name or otherwise.
(b) Seller hereby sells, transfers and assigns to Purchaser, its successors and assigns, all of Seller's right, title and interest to all books and records evidencing or relating to the Account(s); all deposits, or other security for the obligation of any person under or relating to the Account(s); all goods relating to, or which by sale have resulted in, the Account(s), including goods returned by Account Debtor(s); all rights of stoppage in transit, replevin, repossession and reclamation and all other rights of action of an unpaid vendor or lienor; and all proceeds in any form of the Account(s), including, without limitation, monies whether in deposit accounts or elsewhere), checks, notes, drafts and other instruments for the payment of money.
2. Seller represents and warrants that:
 - (a) The Seller is the sole and absolute owner of the Account(s), free and clear of any liens, security interests or encumbrances, and has the full and unrestricted legal right to sell, assign and transfer the Account(s), the sale, assignment and transfer thereof does not contravene or conflict with the terms of any other agreement, commitment or instrument to which Seller is a party. This Agreement will vest in Purchaser all right, title and interest in the Account(s) as such right, title and interest was vested in Seller immediately prior to the execution and delivery of this Agreement.
 - (b) The correct total amount due under the Account(s) is \$ _____
 - (c) The Account(s) are currently due and owing to Seller and the amount thereof is not and will not be in dispute or subject to any defenses, and the payment of the Account(s) is not and will not be contingent upon the fulfillment of any past, existing or future contract(s).
 - (d) There are not set-offs or counterclaims against the Account(s) and the Account(s) has not been previously assigned by Seller in whole or in part or in any manner whatsoever.
3. Seller covenants and agrees that:
 - (a) Purchaser shall have the right to reduce the contingency reserve (i.e. the portion of the purchase price owing by Purchaser that is equal to the amount set forth in clause 2(b) less (i) 15% thereof and (ii) the initial payment set forth in clause 1(a) (the "Contingency Reserve") by the amount of any allowance(s), discount(s), return(s), defense(s) or offset(s) taken by Account Debtor(s). If the Contingency Reserve is not adequate to satisfy any of the foregoing contingencies, the Purchaser shall have the right to deduct any such amount(s) exceeding the Contingency Reserve from any other accounts receivable or other billing rights purchased by Purchaser from Seller or demand reimbursement from Seller based upon the representations made by Seller in this Agreement as to the Account(s) and Purchaser shall have such other rights and remedies against Seller as shall be available to Purchaser at law or in equity, all of which rights and remedies are hereby expressly reserved.
 - (b) The Account(s) shall be the property of Purchaser solely and shall be collected by Purchaser, but if for any reason any amount(s) thereon should be paid to Seller, Seller shall promptly notify Purchaser of such payment(s), shall hold any check(s), note(s), drafts, monies or other instruments for the payment of money so received in trust for the benefit of Purchaser and shall pay over such monies and transmit such check(s) or draft(s) to Purchaser in kind, at its office set forth above, promptly and without delay. Seller shall not, directly or indirectly, attempt to collect any sums due under the Account(s) from the Account Debtor(s) without Purchaser's express written consent.
 - (c) Upon the written request of Purchaser, Seller shall deliver to purchaser at the address first set forth above, or to such other entity or address as may be designated by Purchaser, at Seller's expense, (i) all books and records evidencing or relating to the Accounts(s) and (ii) all goods relating to the Account(s) in Seller's possession that have been returned by the Account Debtor(s). Seller shall notify Purchaser immediately upon receipt by Seller from Account Debtor(s) of any goods relating to the Account(s), which notice shall set forth the quantity of goods so received and the reasons for such return.
 - (d) Purchaser has the right of endorsement and to sign Seller's name on all payments received for, on account of, or in connection with the Account(s) and Seller hereby irrevocably appoints Purchaser its attorney in fact for that purpose.
 - (e) Seller will promptly advise Purchaser, in writing, if the address of Seller's place of business, chief executive office or record keeping facility is changed or a new location is added.
 - (f) Should any of the representations and warranties set forth in clause 2 be inaccurate or should Seller breach any of the covenants set forth in clause 3 and Purchaser utilized an attorney to enforce its rights against Seller, Seller agrees to pay all costs of collection, including without limitation, attorneys fees of fifteen percent (15%) of all sums so collected. In the event that it should become necessary for the Purchaser to enforce its rights hereunder against Account Debtor(s), excluding any attorney fees arising from the financial inability of Account Debtor(s) to pay the amount due under the Account(s), Seller agrees that Purchaser may (i) apply up to a maximum of twenty five percent (25%) of the amount of the Account(s) set forth in clause 2(b) for Purchaser's attorney's fees therefor; and (ii) apply the amount thereof to a reduction of the Contingency Reserve.

4. (a) Promptly upon the collection of the Account(s) in full, Purchaser shall pay over to Seller the further sum of \$ _____ (the amount of the Contingency Reserve), plus such deferred portion of the purchase price as may then be due to Seller in accordance with the Schedule of Deferred Purchase Price Payments set forth below, less any deduction from the Contingency Reserve by the amount of any allowance(s), discount(s), return(s), defense(s) or offset(s) taken by Account Debtor(s), and less amounts deducted therefrom pursuant to any provision of any other agreement containing provisions similar to clause 3(a).

(b) If the amount referred to in clause 2(b) above (or any portion thereof) is not paid by Account Debtor(s) for any reason other than a breach of any representations and warranties set forth in clause 2 and /or the covenants set forth in clause 3 above, Seller shall not be liable to repay to Purchaser any amount paid by Purchaser to Seller in consideration of the sale, transfer and assignment herein contained. If the amount referred to in clause 2(b) above (or any portion thereof) is not paid by account Debtor(s) by reason of Account Debtor's financial inability to pay such amount within 180 days of the date hereof, Purchaser shall remit to Seller the further sum of \$ _____ (the amount of the Contingency Reserve), less amounts deducted therefrom pursuant to any provision of any other agreement containing provisions similar to clause 3(a), and less the amount of the Account(s) that is not paid by Account Debtor(s) arising from a broach of the representations and warranties set forth in clause 2 and/or the covenants set forth in clause 3 above.

(c) Purchaser will use such lawful efforts as it deems appropriate to (i) collect the amounts due under this Agreement and (ii) notify Account Debtor(s) of the sale, assignment and transfer of the Account(s) hereunder and to forward all payments to Purchaser. Seller agrees that Purchaser may, in its sole discretion, settle, compromise, grant extensions or otherwise accept payment of less that the full amount, if, in Purchaser's sole judgement, such action is necessary to effect collection of the Account(s) by reason of a violation of clauses 2 or 3, above. Seller agrees that the amount of such reduction shall be applied as a reduction of the Contingency Reserve.

5. No failure or delay on the part of Purchaser in exercising any right, power or remedy granted to purchaser hereunder shall constitute or operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise or the exercise of any other right set forth herein. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event effective unless the same shall be in writing and signed and delivered by Purchaser.

6. This Agreement shall be deemed to have been made and executed in the State of Georgia, and shall be governed by the laws of the State of Georgia. In any suite or proceedings relating to this agreement, the Undersigned irrevocably consents to venue or jurisdiction of any state or federal court located in Cobb County or the Northern District of Georgia, and waives trial by jury therein.

Dated this _____ day of _____, 20_____

ACCEPTED AND AGREE:

By _____
ADVANTAGE FUNDING CORP.

By X _____
(Signature and Title)

Guarantee

The undersigned hereby personally guarantee(s) and shall be jointly and severally liable for the warranties, representations and covenants made by _____ set forth in clauses 2 and 3 above.

X _____
(Signature only)

SCHEDULE OF DEFERRED PURCHASE PRICE PAYMENTS

Upon Purchaser's receipt of collection of the Account(s) full, Purchaser shall calculate Seller contingent deferred portion of the purchase price (the "Deferred payment"), if any, of the 15% portion of the purchase price not paid to Seller pursuant to clause 1(a) and the Contingency Reserve set forth in clause 3(a), as follows:

(a) On invoices up to \$2,999.99 that are paid within 30 days, there is a Deferred payment of \$5.00 per hundred; on invoices 31 to 40 days, \$4.00 per hundred; 41 to 50 days, \$3.00 per hundred; 51 to 60 days, \$2.00 per hundred; 61 to 70 days, \$1.00 per hundred; after 70 days, there is not Deferred payment and no additional charge.

(b) On invoices from \$3,000.00 to \$4,999.99, the Deferred Payments are as follows: If the invoice is collected within 1 to 10 days there is a \$6.00 per hundred Deferred Payment; 11 to 30 days, \$5.00 per hundred; 31 to 42 days, \$4.00 per hundred; 43 to 52 days, \$3.00 per hundred; 53 to 62 days, \$2.00 per hundred; 63 to 70 days, \$1.00 per hundred; after 70 days, there is no Deferred payment and no additional charge.

(c) On invoices from \$5,000.00 or more, the Deferred Payments are as follows: If the invoice is collected within 1 to 7 days there is a \$10.00 per hundred Deferred Payment; 8 to 15 days, \$7.00 per hundred; 16 to 30 days, \$5.00 per hundred; 31 to 43 days, \$4.00 per hundred; 44 to 55 days, \$3.00 per hundred; 56 to 65 days, \$2.00 per hundred; 66 to 75 days, \$1.00 per hundred. On invoices collected after 75 days, there is no Deferred payment and no additional charge.

To Calculate the number of days used to determine the amount of the Deferred Payment, count the day on which you are issued our payment in clause 1 as the first such day, then add the number of days up to the date we received your client's check.

ADVANTAGE FUNDING CORP.

1000 parkwood circle
Suite 300
Atlanta, georgia 30339
(770) 955-2274

SECURITY AGREEMENT

Date _____, 20 _____

FOR VALUE RECEIVED, _____, a _____ corporation (hereinafter called the "Undersigned") hereby conveys to Advantage Funding corporation, a Georgia corporation (hereinafter called the "Secured Party") and hereby grants to Secured Party security title to and a security interest in of the following property of Undersigned, whenever and however acquired or created: all rights of the Undersigned now owned or hereinafter acquired in payment for goods sold or leased or services rendered ("Accounts"); all rights of the Undersigned pursuant to a writing or writings which evidences both the monetary obligation and the security interest in or lease of specific goods ("Chattel Paper"); all rights of the Undersigned to payment under a contract for the sale of lease of goods or the rendering to herein collectively as "Collateral") and all proceeds thereof whether cash, negotiable instruments, goods, or otherwise to secure the payment of the principal owned, interest on and satisfaction of all indebtedness, liabilities and obligations now or hereafter owned by Undersigned to Secured Party, however evidenced, whether direct or indirect, absolute or contingent, joint or several, due or to become due, original, renewed or extended and whether arising directly or acquired from others (all of the foregoing hereafter collectively referred to hereinafter as the "Liabilities").

Until such time as there exists a default in payment of amounts due or a breach of any representation or warranty under any Purchase and Sale Agreement executed by the Undersigned in favor of the Secured Party the Undersigned: (a) will at its own expense endeavor to collect as, and when due, all amounts due with respect to any of the Collateral or proceeds therefore, including the taking of such action with respect to such collection as the Secured Party may reasonably request, or in the absence of such request, as the Undersigned may deem advisable, and (b) may grant in the ordinary course of business to any party obligated on any of the Collateral any rebate, refund or adjustment to which such party may be lawfully entitled, and may accept in connection therewith, the return of such goods, the sale or lease of which shall have given rise to the Collateral.

The Undersigned hereby warrants and agrees that: (a) the principal place of the Undersigned is located at _____, _____ and the Undersigned will notify Secured party in advance of any change in such principal place of business; (b) the Collateral and all records relating to the Collateral as appropriate will be kept at the Undersigned's principal place of business set forth above, unless the Secured Party shall otherwise consent in writing, and the Undersigned will not keep duplicate records of such books and records at any location other than that which is set forth above without the prior written consent of Secured Party; (c) the Undersigned has full power and authority to enter into this Agreement and the execution of this Agreement shall not constitute a default or be in violation of any contract, agreement, debenture, note or similar document of any public law, rule, regulation or ordinance by which the Undersigned is bound; (d) the Undersigned will furnish the Secured Party such information concerning the Undersigned, the Collateral and the person obligated on the Collateral as the Secured Party may from time to time reasonably request; (e) the undersigned has, and will at all times keep the Collateral free of all liens and claims whatsoever, other than the security interest hereunder; (f) no financing statement covering any of the Collateral is on file in any public office other than the financing statement in favor of Secured Party, and the Undersigned will from time to time, on request of the Secured Party, execute such financing statements and other documents and do such other acts and things, all as the Secured Party may request to establish and maintain a valid security title and interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the Liabilities.

The occurrence of any of the following events shall constitute a Default (as such term is used herein): (a) non-payment, when due, of any amount payable on any of the Liabilities or failure to perform any agreement of the Undersigned contained herein or in any other agreement between the Undersigned and Secured Party; (b) if any statement, representation or warranty of the Undersigned herein or in any other writing at any time furnished by the Undersigned to the Secured Party is untrue in any material respect as of the date made; (c) if the Undersigned becomes insolvent or unable to pay debts as the mature or makes an assignment of the benefit of creditors or a petition is filed by or against the Undersigned pursuant to the Bankruptcy Code as amended or Undersigned voluntarily takes the benefit of any debtor's relief proceeding (including the appointment of a receiver or trustee) under federal or state law; (d) or if a judgment is entered against the Undersigned pursuant to which a sale of any part of the assets of such Undersigned is scheduled for enforcement of said judgement or for sale of any of the assets of the Undersigned is scheduled pursuant to any other form of legal proceeding instituted against the Undersigned. Whenever a Default shall exit, the Liabilities at the option of the Secured Party, without demand or notice of any kind, shall be declared and thereupon immediately shall become in default and due and payable, and the Secured Party may exercise from time to time any rights and remedies available to it under applicable law. In the event of default, the Undersigned will forthwith upon receipt, transmit and deliver to the Secured Party in the form received all cash, checks, draft items, chattel paper and other instruments for the payment of money (properly endorsed where required) so that such items may be collected by the Secured party which may be received by the Undersigned at any time in full or partial payment of otherwise as proceeds of any of the collateral. Except as the Secured party may otherwise consent in writing, upon Default such proceeds which may be received by the Undersigned will not be commingled with any other of its funds or property but will be held separate and apart from its own fund or property and upon express trust for the Secured party until delivery is made to the Secured Party.

Any proceeds of any disposition of any of the collateral maybe applied and reapplied by the Secured party to the payment of the legal expenses (including fifteen percent (15%) of amounts due as attorneys' fees), and any balance of such proceeds may be applied by the Secured Party toward the payment of such of the Liabilities, and in such order of application, as the Secured Party may from time to time elect.

The Secured Party may exercise any right or remedy provided herein in its sole discretion without exercising any other right or remedy provided herein. The rights and remedies of the Secured Party herein shall be cumulative and in addition to such rights and remedies as the Secured Party may have at law or in any other agreement, writing or writings executed by and between the parties hereto which govern the financial arrangements between the parties hereto and shall not exclude other remedies to which Secured Party may be lawfully entitled. The parties to this Agreement do not intend that this Agreement should satisfy, supersede, amend, abrogate, amplify, modify and in any other way change any of the various documents evidencing the financial arrangements between the parties hereto and shall not act as a notion of any existing agreement.

No forbearance or indulgence shall operate as a waiver of any right or remedy of Secured Party or obligation of the Undersigned and no single or partial exercise by the secured Party of any rights or remedies shall preclude, as other or further exercised thereof or the exercise of any right or remedy and unless Secured party shall otherwise agree in writing, Secured Party shall be entitled to invoke any remedy available to it under any agreement or by law or in equity and enforce any covenant or condition against the Undersigned despite said forbearance or indulgence.

Time is of the essence of this Agreement.

This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of said state. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the reminder of such provision or the remaining provisions of this Agreement.

This Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed under seal as of the ____ day of _____, 20 ____.

ACCEPTED AND AGREED:

Name: _____

By: _____

[CORPORATE SEAL]

State of _____, County of _____

On the ____ day of _____, 20 ____ before me personally came _____, to me known, who being by me duly sworn, did depose and say that he (she) resides at _____; that he (she) is _____

Of _____, the corporation described in, and which execute the above instrument under corporate seal and that is was so affixed by order of the Board of

Of Directors of said corporation, and that he (she) signed his (her) name thereto by like order.

By: _____

NOTARY PUBLIC (Notary seal to be affixed)

TO: **Advantage Funding Corp.**

1000 parkwood circle

suite 300

Atlanta, Georgia 30339

AFFIDAVIT CARD

The undersigned hereby acknowledges that there are no local, state or federal tax liens or previous Uniforms Commercial Code filings against the current or future receivables of _____, additionally, the undersigned hereby represents and warrants to Advantage Funding Corp. that _____ has never been, and is not now, the subject of any voluntary or involuntary bankruptcy proceeding, and does not now anticipate filing a voluntary bankruptcy proceeding or that it will become the subject of an involuntary bankruptcy proceeding.

Authorized Signature _____

Date _____

Client Check List

1. There is a one-time search and file fee of \$350.00. This is to be paid by check or credit card at the time the package is completed.
2. It can take anywhere from 48-72 hours to complete the first transaction. On a rare occasion if we run into any snags it can take a bit longer.
3. All advances will be ready by 11:00 AM on the next business day, providing that we receive your bill by 11:00 AM. If we run into a problem verifying your invoice you will be notified.
4. All contingency checks will be ready for pick up after 1:00 PM. You will be called if we have a check for you.
5. Each invoice must have the following items or it will **hold up your receiving a check.**
 - A. A completed authorization letter with your customers name and billing address typed neatly written in to fit in a window envelope. This letter must be signed.
 - B. A purchase and sale agreement signed by both **x's** only. Our computer will fill them in for you and you will receive a copy with your advance check.
 - C. A contact name and number for each of your invoices sent or brought in (even if it is repeat business).
 - D. Call or fax in any customers for credit approval prior to bringing in the invoice. (Main number of company – No toll free numbers)
 - E. Any invoice that requires a Purchase Order or Contract must have the number on the invoice and a copy of the PO or Contract must accompany your invoice.
 - F. Copies of times sheets, bill of ladings or any other back-up if applicable must also accompany your invoice.
 - G. Every invoice must have a note with it requesting if you want your monies mailed, Federal Expressed, Wired, Held for Pickup, etc. If we do not receive these instructions we will assume that you want your funds the same way as your last transaction.
6. All invoices will be mailed to your customer upon verification.
7. Our credit department has 24 to 48 hours to get back to you on any requests. On occasion we will have to wait a little longer when requesting bank information. Please request the credit limit given for each of your customers. We **WILL NOT** exceed the approval limit.
8. There is an \$18.00 weekday Federal express charge, a \$28.00 Saturday delivery Federal Express charge, and a \$25.00 wire fee when applicable.
9. If you receive check from a customer that belongs to Advantage Funding, even if it is made out to you, please bring it into us immediately. If you are unable to bring us the check, you must Federal Express it to us. If you deposit any check that belongs to Advantage Funding Corporation it is known as an unlawful conversion of funds and will be treated as such. If an accidental deposit is made, please contact us immediately so we can remedy the situation. All checks must be brought into our office by 1:00 PM in order for us to give you your check the following workday. Checks received after 1:00 PM will be credited the following workday and your check will not be ready for 2 working days.
10. A check must be outstanding for at least 7 working days before a stop payment is approved. We reserve the right to charge you a stop payment fee of \$22.00.
11. Any invoicing reaching or exceeding 90 days will no longer be eligible for factoring. Agings are available upon request; please keep track of your accounts.
12. If recurring deductions in your billing take place, your future advances will be reduced by 10%.
13. Please refer all questions to your account Executive. Feel free to speak with your sales person at any time, but remember your account executive will be handling your billing when it comes in.
14. All paper work must be completed and you must have your **Articles of Incorporation and Business License** with those papers in full package in order for us to get started on it.
15. Any client bringing in invoices of 5 or more each time will be placed on bulk billing. This means that there will not be a contingency check issued until we have exceeded a minimum of 85% collection against the bulk.
16. All transactions must be \$1,000 or more. If you have smaller invoicing you must bulk it together to meet this requirement.

I have read, understand, and agree to abide to all of the above

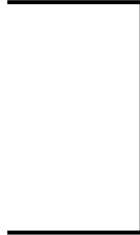
Signature

Title

Date

SAMPLE AUTHORIZATION LETTER

P.O Box 28562
Atlanta, Georgia 30358



Dear Sir/Madam:

We have entered into a factoring arrangement with ADVANTAGE FUNDING CORPORATION.

ADVANTAGE FUNDING CORP has purchased the financial rights to our receivable(s). Therefore this letter serves as your irrevocable authority to pay the enclosed invoice(s) totaling in the amount of \$_____, directly and solely to ADVANTAGE FUNDING CORPORATION, P.O. Box 28562, ATLANTA, GEORGIA 30358.

Thank you for your consideration regarding this matter.

Very truly yours,