

SERVICE AGREEMENT

This Service Agreement, dated this ____ day of May 2007 (the "Agreement"), is entered into by and between Crown Asset Management, LLC organized under the laws of Georgia with an office at 3355 Breckinridge Blvd Ste 132, Duluth GA 30096-4989 ("CAM") and _____ with an office at _____, _____ - ____ ("Firm").

RECITALS

WHEREAS, Firm seeks to provide certain legal collection services to CAM;

WHEREAS, CAM seeks to procure certain legal collection services from Firm;

WHEREAS, CAM, in its sole discretion, may place Claims with Firm for collection;

WHEREAS, CAM might or might not have an existing collection relationship with Firm. If so, Accounts forwarded under this agreement shall be designated by CAM upon forwarding as "Crown Asset Management, LLC" and Firm shall collect and account to CAM independent of and in respect to the applicable agreement under which CAM forwarded Accounts;

WHEREAS, Firm will undertake collection on each Account placed by CAM; and

WHEREAS, CAM and Firm agree that those Accounts placed and properly designated by CAM with Firm shall be governed by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Definitions

As used herein, the listed terms shall have the following meanings (whether in the singular or in the plural):

1.1 "Account" shall mean a consumer account receivable, which CAM, in its sole discretion, desires to refer to Firm for collection.

1.2 "Accountholder" shall mean any individual legally responsible to CAM for repayment of the Balance on an Account.

1.3 "Balance" shall mean the principal debt owed by an Accountholder to CAM, plus charges, interest and attorneys' fees as allowed by law, minus the sum of any credits.

1.4 "Costs" shall mean actual litigation expenses incurred by Firm in connection with approved collection efforts. Costs shall include filing fees, court costs, service fees and recording fees. Expenses incidental to legal collection efforts, such as copies, parking, postage,

mileage, long distance charges and other overhead expenses are expressly excluded from the definition of Costs.

1.5 “Direct Payments” means a payment received by CAM directly on an Account forwarded to Firm for collection.

1.6 “Fee” shall mean the amount charged by Firm for the provision of collection services, which shall be calculated for consumer account receivables at the contingent rate of twenty-five percent (25%) of all amounts collected by Firm after repayment of costs advanced in connection with an Account. To the extent that different types of Accounts are referred to Firm for collection, CAM and Firm may agree to modify the Fee. Any such modification will be evidenced by an Addendum to the Agreement.

1.7 “Litigation Information” shall mean a Card Member Agreement (if available), an Account Application (if available) and Account Statements evidencing the Balance owed to CAM by an Accountholder.

1.8 “Appearance Attorney” shall mean one whose function is to appear at a hearing on behalf of Firm, but who has no authority to deal directly with CAM, and whose involvement is limited to specific appearances as required by a court. Functions performed by Appearance Attorneys include, but are not limited to, walking documents through a court, docket calls, motions for summary judgment, and default hearings.

1.9 “Remittance Statement” shall mean a written accounting of all funds collected by Firm on behalf of CAM which sets forth the debtor’s name, account number, dollars collected, commissions and/or suit fees withheld, and amount remitted, as well as other information which may be required by Forwarder. (Sample attached as Exhibit A)

1.10 “Services” shall mean the legal services the Agreement calls for the Firm to provide, including all professional, management, labor, accounting and general services, which Services are further described, without limitation, in paragraph 4.2 of the Agreement and all relevant Exhibits to the Agreement.

1.11 “Settlement Guidelines” means the guidelines established by CAM that set forth the parameters that the Firm must follow in resolving an Account. (Sample attached as Exhibit B)

II. Referrals

2.1 From time to time and in its sole and absolute discretion, CAM may refer to Firm certain Accounts that are in default. Firm agrees to provide the Services described in the Agreement. Except pursuant to CAM’S express consent, obtained in advance and in writing, or in situations requiring the services of an Appearance Attorney by Firm, Services will be provided exclusively by Firm’s employees and the referral of Any Account by Firm to a third party, without CAM’S prior written authorization, is expressly prohibited. In the case of any referral approved by CAM, or for an Appearance Attorney, CAM will not be obligated to pay

compensation in excess of the Contingency Fee due to Firm. CAM retains the right, in its exclusive discretion, to modify the Agreement at any time in regard to third party referral standards by providing written notice to Firm. Upon receipt by Firm, any such modification will be deemed fully incorporated into the Agreement.

2.2 Unless otherwise agreed in writing, all Accounts forwarded under the designation of Crown Asset Management, LLC II referred to Firm by CAM shall be governed by this Agreement. Any Accounts forwarded without such designation shall be governed by any prior agreement, if any.

III. Compensation and Fees

3.1 Fee. The Fee for Accounts referred to Firm by CAM shall be wholly contingent upon collection.

3.2 Liening or Securitization of Fees. Notwithstanding the existence of any statutory or common law rights to do so, Firm shall not claim or attempt to perfect any lien on or otherwise attempt to take a security interest in any Account as a means of protecting Fees. Firm's right to Fees on an Account terminates absolutely upon recall of said Account. Firm agrees to indemnify CAM for any and all costs and expenses, including attorney fees, related to efforts necessary to release any liens or otherwise dispose of Firm's security interests.

3.3 Costs. CAM shall reimburse or advance Firm for Costs associated with the collection of Accounts. Court Costs shall not exceed \$500.00 for pre-judgment expenses. Firm may initially advance all court costs necessary for litigation and immediately invoice CAM for such costs or Firm may invoice CAM for anticipated costs. Firm shall submit an itemized listing (in a form or method prescribed by CAM) of such court costs to CAM for payment. CAM shall remit payment to Firm within 14 days of Firm's invoice. Firm shall invoice CAM for Costs actually incurred or as pre-payment for anticipated filing and service costs.

3.4 Payment Instructions to Accountholders. CAM authorizes and instructs Firm to direct Accountholders to tender payment(s) to an office address or mailing address maintained by Firm. Firm shall establish all trust accounts in accordance with applicable state IOLTA or similar requirements. Firm agrees that all payments received in connection with the Claims referred to Attorney will be deposited in its IOLTA or similar trust account and shall maintain at all times proper accounting of CAM's funds in such account. Firm is not required to maintain an independent account on Forwarder's behalf unless Firm is so required by local rules of ethics. Such trust account shall be maintained at an FDIC-insured financial institution, the name and account number of which the Attorney shall provide to the Forwarder upon their written request for said information. At all times, Attorney shall have on deposit in such account sufficient funds with which to pay all monies owed to Forwarder. CAM hereby authorizes Firm to endorse checks payable to CAM solely for the purpose of depositing said checks into Firm's trust account. Firm shall not charge CAM for any portion of any fees incurred in connection with the trust account. Firm agrees that all collections on Accounts and all proceeds, in whatever form thereof, are the property of CAM and are held in trust by Firm on CAM'S behalf.

3.5 Waiver/Refund of Contingency Fee. No Contingency Fee shall be charged against any collected funds, which Firm fails for any reason to tender to CAM. No Contingency Fee shall be charged to CAM or due from CAM after an Event of Termination, except as to payments received by Firm prior to such Event of Termination. In the event of an Accountholder's bankruptcy or other operation of law, CAM may be required or may elect in its exclusive judgment to refund to the Accountholder or the Accountholder's representative certain payment(s) made to Firm. Within ten (10) days of receipt of notification from CAM of the refund, Firm shall remit to CAM any Contingency Fee related to such payment(s). If less than the full amount of any payment is returned to the Accountholder, CAM and Firm shall participate in the refund to the same extent as their original interests in the payment.

3.6 Remittance of Collected Funds. Firm shall be responsible for collection of all payments made on an Account and for accounting to CAM on all Accounts referred to Firm under the Agreement. Firm shall remit all amounts collected by Firm in connection with the Accounts less the commissions due, consistent with the remittance schedule provided by CAM. Unless otherwise agreed to by the parties, the remittance of funds by Firm to CAM shall be by ACH or wire transfer to an account specified by CAM and as may be amended from time to time upon notice to the Firm.

3.7 Remittance Statements and Invoices for Contingency Fees. Along with each scheduled remittance, and in no case more than three business days from the end of the previous month, Firm shall tender to CAM a Remittance Statement of amounts remitted. Along with the last scheduled remittance for each calendar month, Firm shall tender to CAM an invoice for Contingency Fees owed to Firm in connection with Service provided to CAM during the previous monthly reporting period.

3.8 Lost Remittance. In the event that CAM fails to receive any remittance on a timely basis and CAM provides written notice of such failure, Firm agrees to remit a duplicate check to CAM via overnight delivery.

3.9 Discrepancy in Contingency Fee. CAM shall have the right to review Firm's invoices for Contingency Fees, to notify Firm of any discrepancies in regard to the invoiced amount and to request a refund of any portion of the invoiced Contingency Fees, which are subject to good faith dispute by CAM. If after conferring, the parties agree that CAM is due a refund, Firm shall tender such refund within ten (10) business days. If after conferring, the parties are unable to agree regarding any fee dispute, such matter shall be resolved according to fee dispute resolutions set forth by the rules promulgated by the bar association in the jurisdiction in which the Firm is authorized to practice law.

3.10 Contingency Fee As Sole Source of Compensation. Firm agrees that payment of the Contingency Fee shall serve as Firm's exclusive source of compensation for Services. Except as otherwise expressly set forth in this Agreement or a subsequent written contract, CAM is not responsible for payment of any fees or expenses of any kind incurred by Firm in connection with its provision of Services to CAM.

3.11 Reporting of NSF Checks. Firm shall report to CAM any check returned to Firm due to insufficient funds. Receipt of any NSF check shall be reported to CAM in connection with the next scheduled remittance. In the event that Firm has tendered to CAM an invoice for a Contingency Fee in connection with any check returned for insufficient funds, Collection Firm's next monthly invoice shall designate a corresponding reduction to reflect the Accountholder's failure to pay on the Account.

IV. Duties of Collection Firm

4.1 Performance Standards. Firm shall perform such Services as Firm, in its professional judgment, deems appropriate, subject to the terms of the Agreement.

4.2 Due Diligence and Lawful Action. Firm agrees to use due diligence and to employ lawful means in its efforts to collect on Accounts referred to Firm by CAM. In providing Services, Firm shall conform to a standard of practice and care that equals or exceeds the standard applicable to other Firms, which provide similar services in the same state(s) as Firm.

4.3 Settlements. CAM grants Firm authority to settle any Account for an amount equal to or greater than the percentages of balances identified in the Settlement Guidelines.

4.4 Bankrupt Accounts. Upon receipt of information that an Accountholder has filed for bankruptcy or receivership, Firm shall immediately cease all efforts to collect on the Account. Consistent with the investigation identified below, Collection Firm shall close the Account and return it to CAM within three (3) business days of confirming the Accountholder's bankruptcy filing.

(a) If notice of a bankruptcy filing is provided verbally by an Accountholder or a third party, Firm shall attempt to obtain information regarding the jurisdiction in which the case has been filed and the case number assigned to the Accountholder. If bankruptcy information cannot be provided, Firm shall request the name and telephone number of the Accountholder's attorney and shall request from the attorney a copy of the filed Voluntary Petition or the §341 Notice. Firm shall promptly transmit to CAM all relevant information regarding the Accountholder's bankruptcy.

(b) If Firm receives written notice of an Accountholder's bankruptcy, Firm shall promptly transmit such notice to CAM.

4.5 Notification of Need for Witness. Upon receipt of notification that CAM will be required to produce supplemental evidence or that a representative will be needed to serve as a witness in litigation, Firm will provide CAM with reasonable notice. Notice from the Firm will be deemed reasonable if provided to CAM via within five (5) business days of Firm's receipt of notification from the court or an opposing party of any scheduled date or deadline. If information or an appearance is commanded within thirty (30) calendar days of Firm's initial receipt of notification, Firm shall notify CAM as prescribed above within twenty-four (24) hours of receipt of such notification.

V. Duties of CAM

5.1 **Litigation Information.** CAM shall provide relevant Litigation Information to Firm. CAM will also provide such additional information to Firm as may be reasonably necessary to and requested by Firm to pursue an Account, provided that such information is generally available to CAM.

5.2 **Failure to Provide Litigation Information.** Regardless of any provision in the Agreement to the contrary, CAM shall not be responsible for the inadvertent or non-willful failure to produce Litigation Information for an Account assigned to Firm. Any failure or delay by CAM in providing Litigation Information shall not constitute a breach of the Agreement by CAM.

5.3 **Payments Made to CAM.** Firm is responsible for instructing Accountholders to remit payments and/or settlements to Firm. Notwithstanding Firm's obligation in this regard, CAM will use reasonable efforts to monitor any payment received directly from an Accountholder in connection with an Account referred to Firm and will report such direct payment to Firm. Upon receipt of notice from CAM of a direct payment, Firm shall provide written instructions to the Accountholder, if appropriate, directing all future payments to Firm. Prior to the end of each month, CAM shall provide Firm a Direct Payment Statement containing information on the receipt of Direct Payments on Accounts placed with Firm for collection. Such information shall clearly indicate the amounts and Account numbers for which CAM received the payment of money. Failure of CAM to ascertain receipt of direct payments from an Accountholder or any delay by CAM in remitting the Contingency Fee to Firm in connection with direct payment on an Account shall not constitute a breach of the Agreement by CAM.

VI. Term; Termination

6.1 **Term.** The Agreement shall be effective as of the date first set forth above and shall continue indefinitely until terminated as provided herein. It is understood that CAM is not obligated and makes no commitment of any kind to Firm as to any minimum number or dollar amount of Accounts to be referred to Firm under the Agreement. CAM expressly reserves the right to refer Accounts to other Firms of CAM'S choice.

6.2 **Termination Without Cause.** Either CAM or Firm may terminate the Agreement, for any reason whatsoever, upon at least fifteen (15) days prior written notice to the other party of its intent to terminate the Agreement.

6.3 **"For Cause" Termination Events.**

(a) **CAM.** Upon the occurrence of a Termination Event (as defined below) CAM shall have the right to terminate the Agreement immediately by providing written notice of termination to Firm. A Termination Event shall have occurred as to CAM if:

(i) Firm dissolves, closes for business, terminates its existence, fails to pay debts or make remittances to CAM as they become due, files for bankruptcy (either voluntarily or involuntarily), applies for the appointment of a receiver or custodian, or makes an assignment for the benefit of creditors;

(ii) Firm is acquired by or merges into another Firm by which CAM does not wish to be represented following such merger or acquisition;

(iii) Firm fails to perform any legal obligation or duty owed to CAM or violates any covenant set forth in the Agreement;

(iv) Any third party obtains an adverse decision against Firm regarding the improper handling of client funds;

(v) Firm or any of its members, employees or agents commits an act amounting to dishonesty or breach of trust with respect to any client during the term of this Agreement;

(vi.) Disbarment proceedings are initiated against any Firm attorney; or

(vii.) CAM determines, in its sole discretion, that circumstances warrant an immediate termination of the Agreement.

(b) Firm. Upon the occurrence of a Termination Event (as defined below) Firm shall have the right to terminate the Agreement immediately by providing written notice of termination to CAM. A termination Event shall have occurred as to Firm if:

(i) CAM dissolves, closes for business, terminates its existence, files for bankruptcy (either voluntarily or involuntarily), applies for the appointment of a receiver or custodian or makes an assignment for the benefit of creditors;

(ii) CAM fails to perform any material provision of the Agreement within thirty (30) days after having been provided a written description of its breach by Firm.

6.4 Actions on Termination. Upon termination of the Agreement or upon the occurrence a Termination Event and appropriate notice thereof, Firm shall within ten (10) business days:

(a) Remit all collections to CAM in the form received by Collection Firm. If collections were deposited by Collection Firm prior to notice of termination, Firm shall remit deposited funds via any payment mechanism allowed by §3.6 of this Agreement;

(b) Deliver or cause to be delivered to CAM, at Firm's expense, all Account files (whether open or closed, active, or dormant), Screen Printouts and/or readable copies of Account files (including all correspondence, notes, Cost invoices and other

documentation, regardless of origin, associated with such Account files) or reasonable electronic substitution of paper records;

(c) Subsequent to termination of the Agreement, all correspondence received by Firm concerning an Account shall be forwarded to the address designated by CAM within one (1) business day of receipt.

(d) Upon termination of the Agreement, the rights and obligations of Firm and CAM, which by their nature must survive termination of the Agreement in order to achieve their fundamental purposes including, without limitation, the provisions of sections captioned “Compliance with Applicable Laws,” “Indemnification” and “Confidential Information,” shall survive termination of the Agreement.

VII. Account Return

7.1 Firm shall close and return an Account upon receiving information about the following occurrences or events:

- (a) Accountholder has filed for bankruptcy protection or state receivership; or
- (b) All Accountholder(s) are deceased.

7.2 Firm shall be responsible for reporting to CAM the following types of Accounts on a monthly basis:

- (a) Accounts that Firm determines Accountholder is deemed not to be suitable.
- (b) Accounts (not reduced to final judgment) on which no Activity has taken place to collect the Account for a period of at least sixty (60) consecutive calendar days.
- (c) Accounts on which Firm has been unable to obtain service on the Accountholder for a period of ninety (90) consecutive calendar days following filing of the complaint or issuance of the summons.
- (d) Accounts (reduced to final judgment) on which no activity by Firm has occurred for a period of one hundred eighty (180) consecutive calendar days.

Upon receipt of such monthly report from Firm CAM may, in its sole and exclusive discretion, instruct Firm to close and return any account included in the report.

7.3 CAM may, in its sole and exclusive discretion, instruct Firm to close and return any Account.

VIII. Covenants; Indemnities; Representations and Warranties

8.1 **Compliance with Applicable Laws.** Firm represents, warrants, and covenants that when performing its obligations under the Agreement, Firm shall comply with all applicable federal, state, and local laws, statutes, and regulations, including but not limited to the federal Fair Debt Collection Practices Act and Gramm-Leach-Bliley Act, as amended. Further, Firm, while pursuing its duties hereunder with diligence and vigor, shall at all times maintain and protect the good name and reputation of CAM.

8.2 Indemnification.

(a) Firm shall indemnify, defend, and hold harmless CAM, its officers, directors, employees, agents, servants, attorneys, subsidiaries, affiliated companies, parent companies, representatives, and its successors and assigns, from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs, or liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense (the "Damages") to the extent the Damages were occasioned by the negligent or wrongful acts, errors, or omissions of Firm or its employees or agents in performing any obligation or duty it has under the Agreement.

(b) CAM shall indemnify, defend and hold harmless Firm, its officers, directors, employees, agents, servants, attorneys, subsidiaries, affiliated companies, parent companies, representatives, and its successors and assigns, from and against any and all claims made or threatened by any third party and all related Damages to the extent the Damages were occasioned by the negligent or wrongful acts, errors, or omissions of CAM or its employees or agents in performing any obligation or duty it has under the Agreement.

(c) CAM and Firm agree to notify the other party within three (3) business days of any claim, counterclaim, cross-claim, FTC inquiry or complaint, federal or state regulatory inquiry or complaint, or any other inquiry or complaint asserted against CAM or Firm in connection with an Account or group of Accounts.

8.3 **Confidential Information.** Collection Firm agrees that any and all information provided by CAM regarding an Account, an Accountholder, or CAM's proprietary information, trade secrets or other business information shall be deemed "Confidential Information" and shall be used solely for the purposes of the lawful performance of the Agreement. Collection Firm acknowledges that CAM has responsibility to Accountholders to keep Account information and records strictly confidential. Confidential Information shall, therefore, be held and maintained by Collection Firm in strictest confidence and shall not be disclosed to any third party except as authorized by CAM. Upon termination of the Agreement, or at any time upon the request of CAM, Collection Firm shall return all Confidential Information in its possession. In the event of any breach of the obligations under this Section, Collection Firm acknowledges that CAM would have no adequate remedy at law, since the harm caused by such a breach could not be easily measured and compensated for in damages, and that in addition to such remedies as may be

available to CAM, CAM may obtain injunctive relief including, but not limited to, specific performance.

8.4 Audits.

(a) CAM, or persons retained by CAM, shall have the right to examine and audit Firm's records pertaining to forwarded Accounts. CAM may, among other audit tasks, measure or evaluate Firm's performance and professionalism, verify the accounting of all funds, including any trust account, verify the accuracy and propriety of all commissions, verify the timeliness of recording and remitting payments, verify the adequacy of cash controls, and verify the Firm's overall compliance with this Agreement. Audits may be performed, either on-site or remotely, at CAM's discretion. CAM may delegate the right to audit to any third party auditor or examiner. During Firm's normal business hours, Firm shall provide to the auditor a reasonable workspace and the use of on-site photocopying equipment and telephones at no charge to CAM. Firm shall allow full and free access to records relating to any Account forwarded and shall provide necessary technical assistance as required to access these records. CAM agrees to advise Firm of the exceptions/discrepancies identified in any audit and agrees to allow Firm a reasonable period of time to respond to them.

8.5 Credit Bureau Reporting. Collection Firm shall not report any information to Trans Union, Equifax, Experian or any other credit reporting entity regarding an Account.

8.6 Customer Service and Quality. Firm agrees to forward a copy of any written complaint received from an Accountholder in regard to the Firm's handling of an Account as well as the response made or action taken by Firm.

8.7 Insurance. During the term of the Agreement and for a period of three (3) years following termination of the Agreement, Firm shall maintain with a licensed and reputable business entity an Errors & Omissions liability insurance policy or a fidelity bond, in the minimum amount of one million dollars (\$1,000,000), which shall identify CAM as a named insured or beneficiary of such policy or bond. Firm shall ensure that CAM receives a copy of said certificate showing coverage limitations and expiration date (and any renewal or extension thereof) and shall ensure that CAM receives advance written notice from the insurance carrier or underwriter no later than thirty (30) days prior to any material alterations to or cancellation of such policy or bond.

IX. Miscellaneous Provisions

9.1 Entire Agreement. This Agreement, and all Exhibits hereto, shall constitute the final, full, and exclusive expression of the agreement of CAM and Firm, except as to any agreement for placement of Accounts previously executed by the parties for Accounts not designated as Crown Asset Management, LLC II, and shall supersede all prior agreements, understandings, writings, proposals, representations and communications, oral or written, with respect to the subject matter hereof and the transactions contemplated hereby.

9.2 Modification and Waiver. The Agreement, except as otherwise expressly provided, may only be modified or amended by a writing duly executed by Firm and CAM.

9.3 Notices. Unless otherwise provided in this Agreement, all notices or demands by CAM or Firm to the other relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as CAM or Firm, as applicable, may designate to each other in accordance herewith), or telefacsimile to CAM or Firm, as the case may be, at its address set forth below:

If to CAM: Rodney J. Fortune
Chief Operating Officer
Crown Asset Management, LLC
3355 Breckinridge Blvd Ste 132
Duluth GA 30096-4989
rfortune@crowncasset.com
FAX: 770-817-6702

If to Firm: _____

9.4 Further Assurances. Each party agrees to execute such other documents as may be necessary to implement the Agreement.

9.5 Independent Contractor Status. The Agreement shall not be construed as creating an employee/employer, agency, partnership, or joint venture relationship between Firm and CAM. Each party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed under the Agreement and shall be liable for all acts or omissions of its employees and agents in performing their respective obligations hereunder.

9.6 Retention of Records. Firm shall maintain, at no additional expense to CAM and in a reasonably accessible location, all records related to Costs and Services under the Agreement. Such records shall include, but not be limited to, original invoices, correspondence, records, logs, notes, and any other data or documents related to Firm's provision of Services under the Agreement. Firm shall maintain such records for each Account for a period of not less than three (3) years from Firm's receipt of the Account or for such longer period of time if so required by law.

9.7 Third Party Beneficiaries. Except as specifically set forth in the Agreement, the parties do not intend the benefits of the Agreement to inure to any third party, and nothing

contained herein shall be construed as creating any right, claim or cause of action in favor or any such third party, against either of the parties hereto.

9.9 Non-Exclusive Nature of Agreement. Firm understands and agrees that the relationship between CAM and Firm is not an exclusive relationship and that CAM shall have the right to retain other Firms to provide the same services for CAM as are described herein.

9.10 Severability. If any part of this Agreement is determined to be illegal, unconstitutional, invalid, or otherwise unenforceable, such determination shall be effective only as to the offending part or provision, to this end, the Agreement is declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Crown Asset Management, LLC

Rodney J. Fortune
Chief Operating Officer

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