

## ASSIGNMENT

This Assignment Agreement ("Agreement") is executed as of the 31 day of October, 2003, by and between USA Tax Law Center, Inc., a/k/a U.S. Fax Law Center, Inc. ("USFLC" or "Assignee") and Boston Market Corporation, a Delaware Corporation headquartered in Golden, Colorado ("Boston" or "Assignor"), for the purposes and considerations set forth below.

Whereas; Assignee is in the business of soliciting and taking assignments of unsolicited fax advertisements and any and all attendant rights and claims available under 47 U.S.C. §227 and/or C.R.S. §6-1-702 (and similar statutes in States other than Colorado), and their respective successor provisions, if any (together, the "Applicable Laws"), prohibiting or regulating the distribution of unsolicited advertisements via facsimile transmission (the "Facsimile Advertisements"); and

Whereas, Assignor Boston Market Corporation is a wholly owned subsidiary of McDonald's Corporation and operates approximately 650 company-owned restaurants nationwide in 28 states, and has agreed to assign to Assignee its unsolicited fax advertisements as well as any rights and/or claims to which it may be entitled under the Applicable Laws with respect to certain Facsimile Advertisements it receives, in exchange for the undertakings of Assignee described herein,

Now therefore, for and in consideration of the mutual covenants, promises and undertakings set forth herein, the undersigned parties agree as follows:

1. Assignment. The undersigned Boston does hereby assign, sell, transfer, and assign all right, title, and interest, without recourse, in and to any and all unsolicited facsimile transmissions it receives or has received, as well as any and all attendant rights in connection with the Telephone Consumer Protection Act and any similar consumer protection statutes, to USA TAX LAW CENTER, INC., d/b/a U.S. FAX LAW CENTER, INC. ("USFLC").
2. Consideration. In consideration of this assignment, USAFLC agrees to and shall pay the sum of Seventy-five Dollars (\$75.00) to assignor for each fax which USAFLC successfully processes and upon which it realizes a dollar recovery. (Possible revision of this rate shall be discussed between the parties when the volume of faxes supplied by Boston to USFLC in jurisdictions in which USFLC is operating regularly exceeds 7,500 per month).
3. Amounts Payable to Assignor. Not later than the tenth (10<sup>th</sup>) day of each calendar month, Assignee shall pay to Assignor, without reduction, setoff or counterclaim, an amount equal to Seventy-Five and No/100 US Dollars (\$75.00USD) for each Unsolicited Facsimile Advertisement in connection with which Assignee has received payment during the immediately preceding calendar month. Assignor shall have the right to audit the books and records of Assignee within ninety (90) days after the due date of any payment due or claimed by Assignor to be due hereunder, in order to ensure the accuracy of the calculations giving rise to such payment (or non-payment, as applicable), and Assignee shall make all information relevant thereto available to Assignor for inspection or copying during regular business hours at Assignee's office in Arapahoe County, Colorado. If such audit reveals Assignor was underpaid, Assignee will immediately pay to Assignor the amount of the underpayment, and if the subject underpayment shall be equal to or greater than five percent (5%) of the payment actually due to Assignor, Assignee will pay all costs associated with Assignor's performance of

the audit. The terms of this Section 3 shall survive the expiration or termination of this Agreement indefinitely.

4. USAFLC's Discretion. USAFLC shall pursue letter demand(s) and suit(s) upon illegal transmissions of Facsimile Advertisements assigned hereunder in its sole discretion as it deems appropriate, the parties each realizing that not all faxes are capable of resulting in a recovery because of various reasons including, but not limited to, inability to identify or locate the sender(s) or because of prior or ensuing global settlements, the financial condition of the sender(s), or for other factors which USAFLC cannot control.

5. Unsolicited Status & Fax Ownership. Assignor represents and warrants to Assignee that any Unsolicited Facsimile Advertisements forwarded by Assignor to Assignee will, in each instance, to the best of Assignor's knowledge, (i) have been received on a facsimile machine located in or on a premises operated by Assignor in connection with the conduct of its business, (ii) be a true copy of the Facsimile Advertisement received by Assignor, and (iii) not have been solicited or authorized in advance by Assignor, i.e. shall have been received by Assignor without its prior express invitation or permission.

6. Execution Of Affidavit(s) And Documents. Assignor shall sign, if requested, one or more affidavits reasonably acceptable to Assignor that neither it nor its personnel have given express permission for the transmission to it of fax advertisements, as well as any other document(s) reasonably necessary to effectuate the intent of this agreement.

7. Assignor's Representative. Assignor shall, from time to time by written notice to Assignee, appoint one or more of its agents or employees to review Facsimile Advertisements it receives ("Assignor's Representative(s)") before forwarding them to Assignee. Faxes shall be reviewed to make sure they are indeed junk advertisements and not those involving valued commercial relationships; following training by Assignee of Assignors personnel, the faxes shall be sorted for those that are immediately actionable and those that are not. All unwanted or unsolicited faxed advertisements for states in which Assignee is operating shall be turned over to USFLC, including those deemed not immediately actionable. All others shall be stored or warehoused by Assignor and turned over to Assignee as it enters or commences operations within a given state. Faxes will be in either hard copy or electronic formats, as agreed to between the parties and dependent upon the volume thereof. In the event it shall be necessary for Assignee to designate a representative of Assignor for purposes of providing testimony or other information regarding any one or more Facsimile Advertisements, Assignee shall designate only the Assignor's Representative(s) most recently identified to Assignee as set forth above, to provide the same, unless (a) otherwise required by law or order of any judicial body of competent jurisdiction, (b) otherwise agreed by the parties, or (c) said Representative is unable to give competent, relevant and admissible testimony or information.

8. Assignee's Expanded Operations. USFLC currently operates in Colorado and is preparing to expand into other Jurisdictions. When and as it does so, at a time solely within the discretion of the Board of Directors of USFLC in its sole and independent judgment, it shall review all faxes of Assignor accumulated to date as provided above which may be actionable within said jurisdiction and shall undertake to pursue in its

discretion, as provided above, recovery upon those faxes it deems worthy of pursuit within each of said jurisdictions in which it commences operations.

9. Without Recourse. Assignee acknowledges that all assignment(s) made hereunder are and shall be deemed to be "without recourse."

10. Assignee's Employed Agents. Assignee anticipates hiring one or more law firms or collection agencies to assist in processing its assigned faxes. In connection therewith, any agreement between Assignee and any such law firm or collection agency shall, *inter-alia*, contain provisions that:

i. for purposes of said agreement the client(s) are deemed to include USAFLC, its officers and agents and any and all assignors of faxes to USAFLC which USAFLC submits to said firm, and

ii. a provision that said law firm or collection agency specifically represents it has in place and shall maintain in place professional liability coverage in the minimum aggregate amount of One Million Dollars (\$1,000,000.00).

iii. a provision that said Firm(s) shall defend on any counterclaim against USAFLC or any third party claim against any Assignor of junk faxes to USAFLC, so long as any such claim has a reasonable nexus to the junk fax itself, or the laws attendant thereto.

11. Term. The term of this Agreement shall be for one year. It shall automatically renew for successive one year periods unless prior written notice of intent to not renew is delivered at least ninety (90) days prior to the expiration of the then current term. Faxes delivered within any given term are deemed to be unconditionally assigned hereunder, other than for the payment obligation(s) set forth above.

In Witness whereof, the parties have set their hands.

ASSIGNOR:

ASSIGNEE:

BOSTON MARKET CORPORATION,  
A Delaware Corporation,

USA TAX LAW CENTER, INC.,  
d/b/a U.S. FAX LAW CENTER,  
INC., A Colorado Corporation

By: 

Name/Signature

J. RANDAL MILLER

Name/Printed

Sr. V.P.

Title

14103 Denver West Pkwy.

Address

Golden, CO 80401

City, State & Zip

By: 

Ed Ott, Vice President

8200 So. Quebec St., Suite A-3185

Englewood, CO 80112

Phone: 303.949.4118

303.471.8558

Phone:

Fax Machine Number(s):

See Separate Schedule