

VERIFICATION, ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

Date: _____, 20_____
Vendor's Name: _____
Invoice(s): _____
Amount: _____
Customer: _____ Terms: _____

In reliance of customer's representations, J&D is factoring the above invoice(s) due to Vendor. Please assist this process by verifying and agreeing as follows:

1. The gross amount of the invoice(s) are correct, valid and will be paid in full on or before the due date. Said invoices represent bona fide sales and/or services and customer waives any and all claims, setoffs, recoupments deductions, credits, returns or defenses (whether failure of consideration, fraud, breach of warranty, etc.) pertaining thereto including, but not limited to, whether the vendor is or may be obligated or indebted to you, for any reason whatsoever, and/or whether the vendor may be obligated or indebted to others, including, but not limited to suppliers, laborers or subcontractors of any tier for any part of the invoices and whether or not such suppliers, laborers or subcontractors of any tier for any part of the invoices may have lien or bond rights or prospective lien or bond rights, and whether or not the same are waived or otherwise released. The invoice(s) do not pertain to a consignment sale, guaranteed sale or exchange sale. The goods or services described in said invoice(s) are satisfactory and have been received and accepted, without qualification or reservation by the customer.
2. Based on this document, J&D Financial Corporation (J&D) has or will acquire the invoice(s) for value, in good faith, and without notice of any claim or defense.
3. Payment on the invoice(s) will be made solely to J&D Financial Corporation at PO Box 610250, North Miami, FL 33261 until and unless otherwise directed by J&D in writing. Jurisdiction and venue of all parties pertaining to this matter shall lie in the state courts of Dade county, Florida, with the prevailing party entitled to the recovery of attorney's fees. Customer irrevocably waives its right to jury trial.
4. Acceptance by you constitutes acceptance of the goods and/or services regardless of any provision of any and all primary contract(s) or subcontract(s) to the contrary and regardless of any subsequent rejection of the goods and/or services by you or the owner of the property and/or primary contractor or any other entity.

The party signing below represents and confirms that said party is authorized by Customer to sign this letter agreement. Thereafter please mail and fax this letter to us at (305) 895-0264. A fax copy of this document shall be deemed an original acknowledged and agreed.

INVOICE AMOUNT	\$ _____
LESS RETAINAGE	\$ _____
LESS OFFSETS, BACK CHARGES, CLAIMS OR LIENS	\$ _____
NET AMOUNT OF THIS INVOICE	\$ _____

PAYMENT WILL BE REMITTED TO:

J&D FINANCIAL CORP.
P.O. BOX 610250, N. MIAMI, FLORIDA 33261
CONTRACTOR

Very truly yours,
J&D Financial Corporation

NAME: _____
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

By: _____
Jonathan Carmel, President
Ab:verificationOAconstruction07.21.03