

TERMS AND CONDITIONS

1. We have written this Equipment Finance Lease Agreement ("Lease") to the best of our ability in plain language because we want you to fully understand its terms. We use the words "you" and "your" to mean the Lessee listed above, and the words "we," "us," and "our" to refer to the Lessor listed above and its designees, successors and assigns. Please carefully read all 4 pages of this Lease for all the Terms and Conditions of this Lease, and feel free to contact us at the number listed above with any questions you may have.

2. We agree to purchase from the Vendor the equipment listed above ("Equipment") and lease the Equipment to you under the terms set forth in this Lease. So long as you are not in default under any of the terms of this Lease, we will not interfere with your quiet use and enjoyment of the Equipment.

3. **AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF PAYMENTS.** You authorize us to automatically withdraw your monthly lease payment and any other amounts now due, hereinafter imposed, or otherwise owed in conjunction with this Lease, including applicable taxes and a Loss and Damage Waiver fee, if applicable, by initiating via the Automatic Clearing House (ACH) system debit entries to your account at the bank listed above or such other bank or financial institution that you may provide us with from time to time ("Account"). You acknowledge that your Account is established for business purposes only and not for personal, family, or household purposes. In the event of a default of your obligations hereunder, you authorize us to debit your Account for the full amount due under the Lease as provided by Section 17 of this Lease without any further notice. You understand that the foregoing authorization is a fundamental condition to induce us to accept this Lease. Consequently, such authorization is intended to be irrevocable. In the event that you purport to terminate such authorization, we, in our sole discretion, may invoice you for payments due under this Lease and impose a \$5.00 per month processing fee for such invoices.

4. **NO CANCELLATION; WAIVER OF DEFENSES AND CLAIMS.** YOU CANNOT CANCEL THIS LEASE DURING THE LEASE TERM FOR ANY REASON. YOU DO NOT HAVE A FREE TRIAL PERIOD. YOUR DUTY TO MAKE THE MONTHLY LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY OFFSET, DEDUCTION, DEFENSE OR COUNTERCLAIM, NOTWITHSTANDING THAT THE EQUIPMENT IS DAMAGED OR LOST, OR YOU NO LONGER USE, NEED OR WANT THE EQUIPMENT, OR YOU RETURN THE EQUIPMENT TO US (EXCEPT AS PROVIDED IN SECTION 18 OF THIS LEASE), OR FOR ANY OTHER REASON. YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO: CANCEL OR REPUDIATE THE LEASE; REJECT OR REVOKE ACCEPTANCE OF THE EQUIPMENT; GRANT A SECURITY INTEREST IN THE EQUIPMENT; SEEK INJUNCTIVE RELIEF AGAINST US; AND YOU WAIVE ALL OTHER RIGHTS AND REMEDIES CONFERRED UPON YOU BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY TO YOU OR ANY OTHER PERSON OR PROPERTY (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES) CAUSED BY THE EQUIPMENT OR ITS FAILURE TO OPERATE PROPERLY.

5. **NO WARRANTIES.** WE ARE LEASING THE EQUIPMENT TO YOU "AS IS." WE HAVE MADE NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE EQUIPMENT. WE DISCLAIM ALL SUCH REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND. IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR ANY OTHER PERSON, OR IF THE VENDOR OR ANY OTHER PERSON FAILS TO PROVIDE ANY SERVICE, OR IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, OR IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE ANY CLAIM THEREON SOLELY AGAINST THE VENDOR OR SUCH OTHER PERSON AND YOU WILL NOT MAKE ANY CLAIM AGAINST US, AND YOU WILL CONTINUE TO BE OBLIGATED TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE.

6. **NON-CONSUMER FINANCE LEASE.** We and you intend this Lease to be a "Finance Lease" as defined by Article 2A of the Uniform Commercial Code. You acknowledge that we did not manufacture or license the Equipment nor did we select it for you. You selected the Equipment from the Vendor based upon your own judgment. You may have rights under the supply contract for the Equipment and you may contact the Vendor or Equipment Manufacturer for a description of those rights or warranties. You acknowledge that the Equipment is being leased for commercial purposes only and not for personal, family, or household purposes. You further agree that neither you nor any guarantor is a "consumer" with respect to this Lease, and neither this Lease nor any guarantee thereof shall be construed as a consumer transaction or as a "consumer lease."

7. **LEASE COMMENCEMENT; RECEIPT AND ACCEPTANCE OF EQUIPMENT.** The Lease shall commence on the date that we accept and execute the Lease ("Commencement Date") and shall continue until your obligations under the Lease are fully performed. Your monthly payments are due on the first day of each month following the Commencement Date. In addition, if the Commencement Date is other than the first day of a calendar month, then you shall pay to us, in addition to all other sums due hereunder, an amount equal to one thirtieth of the total monthly payment due or to become due hereunder multiplied by the number of days from and including the Commencement Date to the end of the calendar month in which the Commencement Date occurs. In the event that you have paid the first and last monthly lease payments without applicable taxes or other charges hereunder, we may add such taxes or other charges to the first or a subsequent ACH transfer from your Account. You acknowledge that no interest will be paid on any advance lease payments. (If the Lessee will keep the Equipment at a Florida location, the remaining portion of this Section 7 is not applicable.) You acknowledge your receipt and acceptance of the Equipment, or in the event that you have not yet received the Equipment at the time you sign this Lease, you shall notify us in writing via certified mail within thirty (30) days of the date you sign this Lease that you have not yet received the Equipment. Your failure to provide us with such notice shall constitute your acknowledgment that you have received and accepted the Equipment for all purposes of this Lease.

8. **ASSIGNMENT.** We intend to assign or transfer this Lease or our interest in the Equipment without notice to you. Any assignee of ours shall have all of the rights, including but not limited to the rights set forth in Sections 4 and 5 herein, but none of the obligations, of ours under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim or offset. You shall not assign this Lease or in any way dispose of all or any part of your rights or obligations under this Lease or enter into any sublease for all or any part of the Equipment without our prior written consent.

9. **TITLE, QUIET ENJOYMENT.** We shall at all times retain title to the Equipment. All documents of title and evidence of delivery shall be delivered to us. You hereby authorize us, at your expense, to cause this Lease, or any statement or other instrument in respect to this Lease showing our interest in the Equipment, including Uniform Commercial Code Financing Statements to be filed or recorded and refiled and rerecorded, and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose, and agree to pay or reimburse us for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement.

10. **CARE, USE AND LOCATION.** You shall maintain the Equipment in good operating condition, repair and appearance, and protect it from deterioration other than normal wear and tear. You shall use the Equipment in the regular course of your business and shall not make any modification, alteration or addition to the Equipment without our written consent, which shall not be unreasonably withheld. You shall not remove the Equipment from the location shown herein without our written consent, which shall not be unreasonably withheld.

11. **NET LEASE: TAXES.** You intend the lease payments hereunder to be net to us, and you agree to pay us all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on you or us, for the

ownership, use, or possession of the Equipment during the term of this Lease, or for the lease payments hereunder (except our Federal or State income taxes) and you shall reimburse us upon demand for any taxes paid by or advanced by us, plus an administrative tax processing fee in the amount of \$25.00. The monies we collect from this processing fee may provide us with a profit. We may estimate the amount of the taxes and charge you for such amount, separately or charge you with a proportional amount with each monthly lease payment hereunder. Unless otherwise agreed to in writing, we shall file personal property tax returns with respect to the Equipment.

12. INDEMNITY. You shall and do hereby agree to indemnify and save us, our agents, servants, successors and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Equipment. The indemnity shall continue in full force and effect notwithstanding the termination of the Lease.

13. RISK OF LOSS. You shall assume the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever (hereinafter referred to as a "Loss") during the term of this Lease and thereafter until redelivery to us. In the event of a Loss of any item of Equipment, you shall promptly notify us and at your expense (except to the extent of any proceeds of insurance provided by you which we shall have received as a result of such Loss), and at our option, either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, (b) pay us for the replacement value of the Equipment which we estimate and you agree shall be ten percent (10%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is forty-eight (48) months or more; fifteen percent (15%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is thirty-six (36) to forty-seven (47) months; twenty percent (20%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty-four (24) to thirty-five (35) months; twenty-five percent (25%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty-three (23) months or less ("Replacement Value"), or (c) replace such item with a like item acceptable to us, in good condition and of equivalent value, which shall become our property, included within the term "Equipment" as used herein, and leased from us herewith for the balance of the full term of this Lease, or (c) pay us all accrued and unpaid monthly lease and other payments, late charges and interest, plus the Replacement Value of the Equipment.

14. INSURANCE. You shall keep the Equipment insured against all risks of Loss for not less than the sum of the remaining rents plus the full Replacement Value thereof. All such insurance shall be in form and with companies satisfactory to us and shall name us and our assignee as Loss Payee as our interest may appear with respect to property damage coverage and require that the insurer give us at least ten (10) days written notice prior to the effective date of any modification or cancellation thereof. You may be able to add this insurance coverage to your existing commercial policy and should contact your insurance carrier or broker for that information. You shall pay the premiums for such insurance and deliver to us satisfactory evidence of insurance coverage required hereunder by the Commencement Date. The proceeds of such insurance payable as a result of loss or damage to any item of Equipment shall be applied to satisfy your obligation as set forth in Section 13 above. You hereby irrevocably appoint us as your attorney-in-fact to make a claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for a Loss under any such insurance policy.

15. LOSS & DESTRUCTION WAIVER. In the event that you do not provide us with satisfactory evidence of insurance coverage as required under Section 14 above, you will be deemed to have purchased a Loss and Damage Waiver currently at the price of \$4.95 per month per unit of equipment, which amount we reserve the right to change upon thirty (30) days' written notice to you. Under the Loss and Damage Waiver, we will waive your responsibility for keeping the Equipment fully insured during the term of this Lease. In addition, in the event of a Loss of the Equipment as defined in Section 13 above, upon your notifying us of the same via certified mail with supporting proof that the Loss has occurred and that you took reasonable care in preventing the Loss, and upon our determination that a Loss has in fact occurred and provided that you are not at that time otherwise in default of this Lease, we will, at our sole option and discretion, either (1) provide for its replacement with equipment of comparable value and utility, or (2) terminate this Lease without any further obligation to either party. The monies we collect from this Loss and Damage Waiver may provide us with a profit.

16. EVENT OF DEFAULT: If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more remedies set forth in Section 17 below: (a) you fail to pay any lease payment or any other payment hereunder when due; (b) you fail to perform or comply with any of the other terms, covenants, or conditions of this Lease.

17. REMEDIES. If a Default occurs, we may do any or all of the following at our option: (a) terminate this Lease; (b) declare immediately due and payable and recover from you, an amount equal to all accrued and unpaid monthly lease payments, late charges, collection costs, and interest, plus the Replacement Value of the Equipment in the event that you fail to return the Equipment to us as prescribed in Section 18(a) below; (c) repossess or render unusable any Equipment wherever located, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such action; (d) require you to deliver the Equipment to a location designated by us; (e) proceed by court action to enforce performance by you of this Lease and/or recover all damages and expenses incurred by us by reason of any Default; or (f) exercise any other right or remedy available at law or in equity, including those of a secured creditor. You shall pay us all our costs and expenses, including our reasonable attorney's fees, in enforcing any of these remedies or other terms of this Lease, regardless of whether or not a legal action has been commenced. In the event that we seek recovery of our damages as provided for under subsection (b) of this section, you shall pay us for our reasonable attorney's fees, an amount which you and we agree shall be no less than twenty-five percent (25%) of the total amount of the claim. We shall have no duty to repossess and remarket the Equipment or otherwise mitigate any damages relating to the Equipment. All rights and remedies set forth above are cumulative and may be enforced concurrently. You and we acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. Any delay or failure to enforce our rights hereunder does not prevent us from enforcing any rights at a later time.

18. END OF LEASE TERM OPTIONS: At the expiration or termination of the Lease Term or monthly renewal period, provided that you are not in default, you have the following options: (a) You may return the Equipment, freight prepaid, to us in good repair, condition and working order, reasonable wear and tear alone excepted, in a manner and to a location we designate within ten days of the expiration or termination of the Lease Term or monthly renewal period and all your rights to use the Equipment shall terminate, or (b) provided that you notify us in writing within thirty (30) days prior to the expiration of the Lease Term or monthly renewal period that you wish to exercise this option, you may purchase the Equipment on an AS-IS WHERE-IS basis for its Replacement Value which amount shall be due at the expiration of the Lease Term. IF YOU DO NOT PROVIDE US WITH THIRTY DAYS' WRITTEN NOTICE OF YOUR INTENTION TO EXERCISE OPTION (B) ABOVE, OR FAIL TO RETURN THE EQUIPMENT TO US WITHIN TEN (10) DAYS OF THE EXPIRATION OR TERMINATION OF THE LEASE TERM OR MONTHLY RENEWAL PERIOD, THIS LEASE SHALL THEREUPON BE EXTENDED ON A MONTH-TO-MONTH BASIS AT THE SAME MONTHLY LEASE PAYMENT AND UPON THE SAME TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING YOUR END OF LEASE TERM OPTION SET FORTH IN THIS SECTION. If you paid the last monthly lease payment at the time of the signing of this Lease, such payment shall be applied (without interest) to the last monthly lease payment upon your return of the Equipment to us provided that no other sums are owing by you to us under the Lease, in which event we may apply such payment to any such amount outstanding.

19. **LATE PAYMENTS AND COLLECTION COSTS.** Whenever you do not make any monthly lease payment in full when due under this Lease, you agree to pay us, as a late fee, an amount equal to fifteen percent (15%) of the full scheduled payment and only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by you as a result of our exercise of any of the remedies herein provided. In addition, you will pay us all our out-of-pocket costs relating to or resulting from the collection of the late payment including a processing charge of \$20.00 for each returned check, rejected ACH charge or returned credit card charge; and all reasonable collection costs we incur. Payments shall first be applied to late fees and processing charges and then to Lease obligations.

20. **GOVERNING LAW; CHOICE OF FORUM FOR RESOLUTION OF DISPUTES:** You and we agree that our acceptance and execution of the Lease at our executive office in the City and State of New York shall be the final act necessary for the formation of this Lease THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW, RULES OR PRINCIPLES THEREOF. ALL ACTIONS, PROCEEDINGS OR LITIGATION BROUGHT BY US, YOU OR THE GUARANTOR ARISING FROM OR IN ANY WAY RELATED TO THIS LEASE SHALL BE INSTITUTED AND PROSECUTED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK NOTWITHSTANDING THAT OTHER COURTS MAY HAVE JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER, except that we may commence an action or proceeding to recover possession of the equipment in any jurisdiction where the equipment is located. You agree that any summons and/or complaint or other process to commence any litigation by us may be properly served, if mailed by certified mail, with delivery to you at your address as set forth herein or at such other address that you provide us in writing from time-to-time.

21. **WAIVER OF JURY TRIAL; LIMITATION ON ACTION:** YOU AND WE WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BROUGHT BY US, YOU OR THE GUARANTOR ARISING FROM OR IN ANY WAY RELATED TO THIS LEASE. YOU SHALL COMMENCE ANY ACTION OR COUNTERCLAIM BASED IN CONTRACT, TORT OR OTHERWISE ARISING FROM OR IN ANY WAY RELATED TO THIS LEASE WITHIN ONE YEAR OF THE ACCRUAL OF THAT CAUSE OF ACTION AND NO SUCH ACTION MAY BE MAINTAINED WHICH IS NOT COMMENCED WITHIN THAT PERIOD. YOU AGREE NOT TO PURSUE A CLAIM AGAINST US AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION.

22. **ABILITY TO OPT OUT.** You have the opportunity to negotiate the terms and conditions of this Lease and you are not required to accept the terms and conditions as they currently appear in this Lease. However, if you wish to exercise this option, you must notify us in writing via certified mail within seven (7) days of the date you sign this Lease that you wish to exercise this option, whereupon you and we shall endeavor to negotiate in good faith alternative terms and conditions as may be mutually agreeable, and should we be unable to reach an agreement within ten (10) days of our receipt of your notice, either party shall have the right to rescind this Lease. Your failure to provide such timely notice that you wish to exercise this option shall constitute your full acceptance of all of the terms and conditions of this Lease. You may wish to seek the advice of counsel to discuss this option.

23. **SEVERABILITY:** We and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. No delay by us in enforcing any rights under this Lease shall be interpreted as a waiver of such rights.

24. **NOTICES; HEADINGS:** All notices under this Lease, unless otherwise provided herein, shall be sufficient if given personally or mailed to the party intended at the respective address set forth herein or at such other address as such party may provide in writing from time to time. The section headings contained in this Lease are for convenience and easy reference only and shall not in any way affect the meaning or construction of any provision of this Lease.

25. **AGENCY; ENTIRE AND FINAL AGREEMENT:** You understand and agree that we are an entirely separate and independent company from the Vendor, Equipment Manufacturer and/or credit card processor, if any. The Vendor, Equipment Manufacturer and/or credit card processor, if any, are not our agent and are not authorized to waive or alter any term or condition of this Lease and their representations shall in no way affect your or our rights and obligations set forth in this Lease, including your unconditional obligation to make the monthly lease payments as set forth more fully above. This Lease contains the entire and final expression of the agreement between the parties, and may not be waived, altered, modified, revoked or rescinded except by a writing signed by one of our executive officers. All prior and/or contemporaneous oral and written representations are merged herein. No attempt at oral modification or rescission of this Lease or any term thereof will be binding upon the parties.

VENDOR'S BILL OF SALE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Vendor represents and warrants to MBF Leasing, LLC. ("Lessor") that it is the absolute owner of the Equipment, that the Equipment is free and clear of all liens, charges and encumbrances, and that the undersigned has full right, power and authority to make this bill of sale, and hereby sells, assigns, transfers and sets over the Equipment to Lessor.

Signer	Title	Dated
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Vendor Name

Address	City	State	Zip
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Vendor Phone No.

LESSOR OFFICE USE ONLY

Accepted by  **MBF LEASING, LLC.**

Signature/Title	Print Name	Dated
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