

De Lage Landen Financial Services

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|------------------------------|---|----------------------|-------------------------------|---|--|---|
| LESSEE | Full Legal Name | | | | Phone Number | |
| | Billing Address | | | | Purchase Order Requisition Number | |
| | Equipment Location (if not same as above) | | | County | Send Invoice to Attention of: | |
| EQUIPMENT INFORMATION | Equipment Make | Model Number | Serial Number | Quantity | Description (Attach Separate Schedule A If Necessary) | |
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| PAYMENT INFORMATION | Number of Lease Payments | Lease Payment (PLUS) | Applicable Sales Tax (EQUALS) | Total Lease Payment | Term of Lease in Months | |
| | | + | = | | Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____ | |
| | | + | = | | End of Lease Option: <input type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other _____ | |
| | + | = | | End of Lease Purchase Option shall be FMV unless another option is selected. | | |
| | | | | | Security Deposit (PLUS) | First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed |
| | | | | | + | + = |

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. The Lease starts on the day the Equipment is delivered to you (the "Commencement Date") and the Lease payments shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. If we designate the Lease payments to begin later than the Commencement Date, you will pay an interim Lease payment for use of the Equipment for the period from the Commencement Date until the first Lease payment due date, calculated on the amount of the Lease payments, the number of days in the period, and a year of 360 days. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay a documentation fee of \$59.95 and if the Equipment is located in more than one location, an additional \$10.00 documentation fee for each additional location. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. When a payment is not made when due, you agree to pay us a late charge of 5% for each payment or \$10.00, whichever is greater. We may charge you a fee of \$25.00 for any check that is returned. **YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.**

2. Title: Except for Leases with a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. You authorize us to sign financing statements and file financing statements on your behalf.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole Loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance,

you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a time, manner, and to a location we designate. If you fail to notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: a) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 6% per year plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% per year from the date of default; d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier; agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. **This Lease was made in Pennsylvania ("PA"); is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to personal jurisdiction in any state or federal court in PA and waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

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|-------------------------|---|--------------|
| LESSEE SIGNATURE | You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED | |
| | Signature | Date |
| | Title | |
| | Print Name | |
| | Legal Name of Corporation | |
| LESSOR | De Lage Landen Financial Services, Inc. | |
| | Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 | |
| | PHONE: (800) 735-3273 • FAX: (800) 776-2329 | |
| | Lease Commencement Date | Lease Number |
| | Accepted By: | |

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| GUARANTY | I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to jurisdiction in any state or federal court in Pennsylvania. | |
| | Signature | Date |
| | Print Name | |
| | | |
| ACCEPTANCE | The equipment has been received, put in use, is in good working order and is satisfactory and acceptable. | |
| | Signature | Date |
| | Print Name | |
| | | Title |