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|---------------|-------------------|--|------|-------|-----------------------------------|-------------------------------|
| LESSEE | Full Legal Name | | | | Phone Number | |
| | DBA Name (if any) | | | | Purchase Order Requisition Number | |
| | Billing Address | | City | State | Zip | Send Invoice to Attention of: |

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|---|----------------|-----------|---------------|---|--|--|
| EQUIPMENT INFORMATION | Equipment Make | Model No. | Serial Number | Description (Attach Separate Schedule If Necessary) | | |
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| | | | | | | |
| Equipment Location (if not same as above) | | City | State | Zip | | |

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|----------------------------|---|---|----------------------|-----------|----------|---------------------|------------------------|
| PAYMENT INFORMATION | Number of Lease Payments | Lease Payment | (PLUS) | 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: End of Lease Purchase Option shall be FMV unless another option is selected. | | | | | | |
| | <input type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other _____ | | | | | | |
| | Security Deposit | (PLUS) | First Payment Period | (PLUS) | Other | (EQUALS) | Total Payment Enclosed |
| | | + | | + | | = | |

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| LESSEE SIGNATURE | You agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable agreement for the full term shown above. | |
| | You acknowledge that the leased equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED | |
| | Signature _____ | |
| | Date _____ | |
| | Print Name _____ | |
| | Title _____ | |
| Legal Name of Corporation or Partnership _____ | | |
| (AGREEMENT MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR) | | |

TERMS & CONDITIONS

Please read YOUR copy of this Lease Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE", "US" and "OUR" refer to A. D. Solutions, the "Lessor" of the Equipment.

1. LEASE: WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule. In order to maintain OUR rate of return, YOU authorize US to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate or if the Lease is not accepted within thirty (30) days of the date YOU sign the Lease.

2. TERM: This Lease is effective on the date that it is accepted and signed by US, and the term of this Lease begins on that date or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months indicated above. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Lease you will pay US interim rent for the period from the date the Equipment is delivered to YOU until the Commencement Date as reasonably calculated by US based on the Lease payment, the number of days in that period, and a month of 30 days. Lease Payments will be due as invoiced by US until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

(Terms and Conditions continued on the second page of this Agreement.)

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| GUARANTY | To induce us to enter this Lease, the undersigned unconditionally guarantees the prompt payment of all the Lessee's obligations under the Lease. We are not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against the undersigned. The undersigned waives notice of acceptance and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents 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 the undersigned from his or her obligations. This is a continuing guarantee and will remain in effect in the event of the death of the undersigned, and will bind the heirs, administrators, representatives, successors and assigns of undersigned and may be enforced by or for the benefit of any assignee or successor of us. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury. | |
| | Signature _____ | Date _____ |
| | Print Name _____ | |
| | Home Address _____ | |
| | City _____ | State _____ Zip _____ |
| | Phone _____ | |
| | Signature _____ | Date _____ |
| | Print Name _____ | |
| | Home Address _____ | |
| | City _____ | State _____ Zip _____ |
| Phone _____ | | |

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|--|--|------------|
| ACCEPTANCE | You acknowledge that the Equipment shown above has been received, has been put in use, is in good working order and is satisfactory and acceptable. You also acknowledge receipt of the second page of this Lease. | |
| | Signature _____ | Date _____ |
| | Print Name _____ | |
| | Title _____ | |
| Legal Name of Corporation or Partnership _____ | | |

| | | |
|--------------------------|-------------------------------|------------|
| LESSOR | Lessor Signature _____ | Date _____ |
| | Print Name _____ | |
| | Title _____ | |
| | For A. D. SOLUTIONS | |
| | Lease Number _____ | |
| | Lease Commencement Date _____ | |
| Vendor I.D. Number _____ | | |

3. LATE CHARGES/DOCUMENTATION FEES: If a Lease Payment is not made when due, YOU will pay US, within one month, a late charge of 5% of the payment or \$10.00, whichever is greater, but only to the extent permitted by law. YOU agree to pay US a fee of \$75.00, plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000, to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. WE may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period.

4. DELIVERY AND ACCEPTANCE: YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). If requested, YOU will sign a separate Equipment delivery and acceptance certificate. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

5. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Lease all warranties, if any, made by the manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

6. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: Unless you have 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 thereof. YOU have the right to use the Equipment for the full Lease term provided YOU comply with the terms and conditions of this Lease. Although the Equipment may become attached to real estate, it remains personal property and YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

7. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. The Lease payments set forth above include the cost of maintenance and/or service, which is provided pursuant to the agreement YOU entered into with the maintenance and/or service provider. YOU agree that WE are not responsible for providing such maintenance and/or service for the Equipment and YOU will make all claims related to maintenance and/or service to such service provider. No service provider may alter the terms of this Lease or make any promises or arrangements that alter OUR rights or YOUR obligations under this Lease. YOU agree that YOU are expressly assuming any risks arising from such service provider's inability to deliver such maintenance and/or service, under any circumstance, including, without limitation, such service provider's financial condition or its inability to repair or service the Equipment.

IN THE EVENT THE LEASE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER AND/OR THE MANUFACTURER, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

8. 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 this Lease and if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and that the rights of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

9. REDELIVERY AND RENEWAL: Upon at least sixty (60) but not more than one hundred twenty (120) days written notice to US prior to the expiration of the Lease term, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the Lease term. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Lease shall renew for consecutive sixty (60) day periods and YOU agree to continue to make Lease Payments at the same monthly Lease Payments as set forth in the Lease subject to the right of either party to terminate the Lease upon sixty (60) days written notice, in which case YOU will immediately deliver the Equipment to US as stated in this paragraph.

10. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease.

11. INDEMNITY: WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Lease.

12. TAXES: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Lease Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

13. INSURANCE: During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the proper-

ty insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. 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 make a profit.

14. DEFAULT: YOU are in default of this Lease if any of the following occurs: a) YOU fail to pay any Lease Payment or other sum when due; b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US. c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or d) YOU, any guarantor or any partner, voluntarily file or have filed against YOU or it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or it or a substantial part of YOUR or its assets.

15. REMEDIES: WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable, sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease or any other agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled term or the End of Lease Option Price ("Residual"), and all accelerated Lease Payments and the Residual will be discounted to the date of the default at the lesser of (a) per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by US, or (b) 3% per annum, but only to the extent permitted by law; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

16. PURCHASE OPTION: Upon expiration of the Lease term, provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment on the terms as indicated in the End of Lease Options checked above. WE will use OUR reasonable judgment to determine the Equipment's fair market value for all FMV purchase options which shall be based on the Equipment remaining in place.

17. SECURITY DEPOSIT: Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Lease.

18. WARRANTIES: YOU warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a Uniform Commercial Code ("UCC") financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC — ARTICLE 2A PROVISIONS: YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the UCC. YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. CHOICE OF LAW: This Lease shall be deemed fully executed and performed in the Commonwealth of Pennsylvania and shall be governed and construed in accordance with the laws thereof. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania solely at our option with respect to any provision of this Lease. YOU irrevocably waive YOUR right to a trial by jury.

22. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST LESS THAN \$1,000.

23. FACSIMILE DOCUMENTATION: YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.