

MASTER LEASE AGREEMENT

LESSEE: <small>(hereinafter "you" or "your")</small>	DBA:	Federal Tax ID#
Address:	City:	State: Zip: Phone:
LESSOR: <small>(hereinafter referred to as "We", "Us", or "Our")</small>	AGREEMENT#	

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

1. AGREEMENT: You want to acquire certain personal property ("Equipment") listed or described on each Lease Schedule (a "Schedule") prepared by us incorporating the terms of this Master Lease Agreement (the "Master Agreement"), from a vendor selected by you ("Vendor"). By execution of each Schedule, you are requesting us to purchase the Equipment listed or described therein and lease it to you. You unconditionally promise to pay us the sum of all of the monthly payments indicated on each Schedule ("Payments"). As to each Schedule and the Equipment defined herein, the terms "this", "the" or "each" "Agreement", and similar references, refer to such Schedule with this Master Agreement incorporated and made a part of such Schedule. You agree to all of the terms stated in the Agreement. Each Agreement is a separate lease of the Equipment listed or described therein. You authorize us to insert above on each Schedule Equipment serial numbers and other identification data and any other omitted facts and to correct obvious errors. At our discretion we may apply any amounts received from you to any amount you owe under this Agreement. We may adjust the monthly Payment amount to finance any taxes due at the inception of this Agreement or if the actual cost of the Equipment is less than 10% higher or lower than the amount that the Payment amount was based on. We may invoice you and remit to your Vendor charges for services to which you may have agreed in a separate contract with your Vendor. We have the right, but not the obligation, to apply the security deposit (if any) at any time to any amount you owe. Provided you have fully performed all of the provisions of this Agreement, we will return to you any then remaining balance of the security deposit. We will not keep the security deposit separate from our general funds and you shall not be entitled to any interest thereon.

2. TERM: Each Agreement shall become effective and its term (the "Term") shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date"). Together with the first monthly Payment, you agree to pay us one thirtieth (1/30) of a monthly Payment for each day from and including the Commencement Date to but excluding the date the first monthly Payment is due. The Term shall end upon, in our discretion, either on the date that all of your payment and other obligations have been paid and satisfied in full or as stated in the Schedule. Certain of your obligations may begin before or end after the Term as stated herein. The Initial Amount Due shall be due on the Commencement Date and subsequent monthly Payments are due on the day we select, payable to a location to be designated by us. **YOUR OBLIGATION TO PAY ALL PAYMENTS AND OTHER OBLIGATIONS TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM, EVEN IF THE EQUIPMENT IS NOT DELIVERED, DOES NOT WORK PROPERLY, IS LOST OR DAMAGED, OR THERE IS ANOTHER PROBLEM WITH IT THAT IS NOT YOUR FAULT. THIS AGREEMENT MAY NOT BE CANCELED FOR ANY REASON WHATSOEVER AFTER COMMENCEMENT EXCEPT BY YOUR PAYMENT AND SATISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER.** We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Payments or other amounts due hereunder. You will provide us with any bank account information we request in order to process electronic payments.

3. EQUIPMENT: You agree to accept the Equipment when it is delivered and to sign an acknowledgement of delivery and acceptance. 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 acknowledgement. You agree that we are the owner of and have title to the Equipment, excluding any software, and that this transaction is a true lease governed by Article 2A of the Uniform Commercial Code ("UCC").

However, if this transaction is determined not to be a true lease, then you hereby grant to us a first priority, purchase money security interest in the Equipment and all replacements, replacement parts, accessions and attachments now or hereafter made a part of the Equipment, and all cash and non-cash proceeds, and all general intangibles, accounts and chattel paper arising therefrom. You agree, at your expense, to protect and defend our interests in the Equipment and shall at all times keep the Equipment free from all liens and encumbrances if asserted or made against you or the Equipment. You agree we have the right to inspect the Equipment upon reasonable notice to you. You agree that: (i) we did not select, manufacture or supply the Equipment, but at your request we have purchased the Equipment to lease to you, (ii) you have approved any purchase or supply contract between us and the Vendor before signing this Agreement (or, if you have entered into a purchase contract for the Equipment, you agree to assign your rights therein to us effective when we pay for the Equipment), (iii) you may have rights under the supply or purchase contract, and you may contact the Vendor for a description of those rights or any warranties, (iv) this Lease is a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"), and (v) **YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON YOU UNDER UCC SECTION 2-303 AND SECTIONS 2A-508 THROUGH 2A-522, INCLUDING WITHOUT LIMITATION, THE RIGHT TO REPUDIATE THE LEASE, REJECT THE EQUIPMENT, REVOKE ACCEPTANCE OF THE LEASE, OR RECOVER DAMAGES FROM US FOR ANY BREACH OF WARRANTY.**

4. NO WARRANTIES; NO AGENCY: WE ARE LEASING THE EQUIPMENT FOR YOU "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS AGREEMENT. Neither the Vendor nor any other person is our agent, nor are they authorized to waive or change any term of this Agreement. No representation, guaranty or warranty by the Vendor or other person is binding on us. No breach by the Vendor will relieve or excuse your obligations to us. If you entered into a maintenance or service agreement the cost of which is included in the Payments, you acknowledge we are not a party to such agreements and are not responsible for any service, repairs, or maintenance of the Equipment. If you have a dispute with your Vendor about delivery, installation, service or any other matter, you must continue to perform all your obligations, hereunder.

5. SALE/ASSIGNMENT: YOU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN APPROVAL. We may sell, assign or transfer this Agreement or any part of it and/or our interest in the Equipment without notifying you and you agree that if we do, (i) the new owner will have the same rights and benefits that we now have but will not have to perform any of our obligations, (ii) the rights of the new owner will not be subject to any claims, defenses or setoffs that you may have against us or the Vendor, and (iii) you will not assert any claims, defenses or setoffs whatsoever against us or the new owner.

6. SOFTWARE: Except as provided in this section, all references to "Equipment" in this Agreement includes any and all software installed in the Equipment. We do not have title to the software and cannot transfer it to you at any time.

TERMS AND CONDITION (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

By signing this Master Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Master Agreement, and you warrant that the person signing this Master Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 9 of this Master Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF LESSEE (as stated above):

ACCEPTED BY LESSOR:

X: _____ Date Signed: _____
(signature)

By: _____ Date Accepted: _____
(signature)

Print Name & Title: _____

Print Name & Title: _____

UNCONDITIONAL GUARANTY:

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Lessor, our successors or assigns. You acknowledge that you have read and understood the Master Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Lessee's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Lessee will fully and promptly pay all its obligations under each Agreement (as defined in the Master Agreement) and any future Agreements when they are due and will perform all its other obligations under each Agreement even if we modify or renew the Master Agreement or any Agreement, or if any payments made by the Lessee are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Lessee, as if the payment had not been made. We do not have to notify you if the Lessee is in default under any Agreement. If the Lessee defaults, you will immediately pay and perform all obligations due under the applicable Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Lessee or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the applicable Agreement or this Guaranty. You agree that we do not have to proceed first against the Lessee or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Lessee or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into any Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 18. **YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE MASTER AGREEMENT, ANY AGREEMENT OR THIS GUARANTY.** This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: _____ Date Signed: _____
(signature)

Print Name: _____

X: _____ Date Signed: _____
(signature)

Print Name: _____

TERMS AND CONDITIONS (PAGE 2 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

7. CARE, USE AND LOCATION; LOSS: You are responsible for installing and keeping the Equipment in good working order and repair. UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT. You will keep and use the Equipment only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations and only at your address shown on this Agreement unless we agree to another location. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. In the event the Equipment is lost, stolen or damaged, so long as you are not in default hereunder, you shall have the option within one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder.

8. TAXES: We will file all required sales, use, and personal property tax returns, and you agree (i) that you will reimburse us for all such taxes paid on your behalf, and (ii) that we may charge you an annual fee of \$100 to file and administer taxes paid on your behalf. We do not have to contest any taxes, fines or penalties. Unless we direct you otherwise, you will pay when due any applicable registration or titling fees or other governmental charges that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

9. LESSEE REPRESENTATIONS, WARRANTIES AND OTHER PROMISES: You hereby represent, warrant and promise to us that (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby appoint us or our designee as your attorney-in-fact to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.

11. RISK OF LOSS AND INSURANCE: You agree to maintain comprehensive liability insurance acceptable to us, listing us as additional insured. You also will keep the Equipment insured against loss or damage for an amount not less than the replacement cost and name us as loss payee. Proof of such insurance must be provided to us at Lease inception and thereafter upon our written request. If you do not, we may obtain property loss insurance to protect our interests in the Equipment. If we do, you agree that: (i) you will reimburse the premium, which may be higher than you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates, and (iii) we will not name you as an insured party and your interests may not be fully protected. We may apply any insurance proceeds received to repair or replace the Equipment, or to the remaining payments due or that become due under this Agreement, discounted at 3%.

12. DEFAULT: You will be in default if: (i) you do not pay any amount when due under this or any other Agreement; (ii) you break any of your promises or representations hereunder or under any other Agreement or any agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding; (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) any guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

13. REMEDIES: In the event of a default by you, we can: (i) cancel this and any or all other Agreements; (ii) declare you in default under any other Agreement or any agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement and any or all other Agreements, discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

14. FEES AND CHARGES: If any part of any Payment is not made by you when due, you agree to pay us seven percent (7%) of each past due amount (or the maximum amount permitted by law, if less than 7%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 13), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.

15. END OF TERM: At the end of the term of this Agreement, or any renewal term, this Agreement will automatically renew on a month to month basis, under the same terms and conditions, unless you: (i) notify us in writing of your intention to return the Equipment at least 90 days, but no sooner than 180 days, prior to the end of the Lease term, and (ii) return the Equipment to a location specified by us at your cost, freight and insurance prepaid, within five(5) business days after the end of the Lease term or renewal term. You warrant that if you return the Equipment: (i) it will be in the same condition as it was on the Commencement Date, ordinary wear and tear excepted, and will be immediately available for use without the need of repair, and (ii) all confidential information embedded in the Equipment or any software therein has been removed. If not, you agree to reimburse us for our repair and data removal costs. If we grant you a purchase option in writing, you may purchase the Equipment from us for the written option price at the end of the Lease term provided you also, at that time, pay us all other amounts then due and owing (if any) under this Agreement. You may not pay off this Lease in full and return the Equipment prior to the end of the Lease term without our consent. Such purchase shall be "WHERE IS, AS IS" and without any representation or warranty from us, except a warranty that the Equipment is free and clear of any encumbrances created by us.

16. ENTIRE AGREEMENT; CHANGES: This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

17. COMPLIANCE; NOTICES: In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

18. CHOICE OF LAW; JURISDICTION: THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

19. MISCELLANEOUS:

No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

X
(Initial)