

EFA SCHEDULE

Schedule No. _____ to Master Equipment Finance Agreement No. _____ Dated _____, 20____

BORROWER:

DBA:

Federal Tax ID#

(hereinafter referred to as "you" or "your")

Address:

City:

State:

Zip:

Phone :

SECURED PARTY/LENDER:

VENDOR:

(hereafter referred to as "We", "Us" or "Our")

(Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this Agreement)

Equipment Description / Quantity / Serial # / VIN#

Term in Months:

First Payment:

Monthly Payments:

Last Payment:

Security Deposit:

Other:

Equipment Location (if different than above address)

Amount Financed:

INITIAL AMOUNT DUE:

This is a Schedule (the "Schedule") to the Master Equipment Finance Agreement identified above (the "Master Agreement"), which is incorporated herein by this reference. Upon the execution by Lender and Borrower of this Schedule, Lender hereby agrees to lend to Borrower, and Borrower hereby agrees to borrow from Lender, the Amount Financed shown above or on an exhibit hereto (the "Equipment") upon the terms and conditions of this Schedule and the Master Agreement. All capitalized terms not herein defined shall have the meanings set forth in the Master Agreement and all terms and conditions of the Master Agreement are incorporated herein and shall remain in full force and effect except to the extent modified by this Schedule. Such modifications apply only for the Agreement created hereby. Borrower and Lender agree that this Schedule and the Master Agreement as incorporated into this Schedule constitute a separate and distinct "Agreement" under the Master Agreement and if any provision in this Schedule conflicts with a provision in the Master Agreement, the provision in this Schedule shall control. As used herein and in the Master Agreement, references to "this Agreement" or "the Agreement" mean, as applied to the Equipment and the transaction under this Schedule, this Schedule with the Master Agreement incorporated as provided herein. Borrower hereby reaffirms on and as of the date hereof all terms, covenants representations and warranties contained in the Master Agreement.

ONCE YOU ACCEPT THE EQUIPMENT AS PROVIDED IN THE MASTER AGREEMENT, THIS AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM AND BORROWER'S OBLIGATION TO REMIT PAYMENTS TO US HEREUNDER WILL BE ABSOLUTE, UNCONDITIONAL AND NON-CANCELABLE, AND WILL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT OR MAKE ANY PAYMENTS RELATED THERETO, AND WILL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER.

ADDITIONAL TERMS: _____

BY EXECUTION HEREOF, YOU ACKNOWLEDGE AND AGREE THAT THE MASTER AGREEMENT, THIS SCHEDULE AND ALL ASSOCIATED ADDENDA, ACCEPTANCE CERTIFICATES AND OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN YOU AND US AND THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS AND COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN YOU AND US REGARDING THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement, and you warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of the Master Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER

ACCEPTED BY SECURED PARTY:

X:

Date Signed:

By:

Date Accepted:

(signature)

(signature)

Print Name & Title:

Print Name & Title:

PAY PROCEEDS DIRECTION TO MASTER EQUIPMENT FINANCE AGREEMENT

By signing below, you hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects or the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds. Together with the first monthly Payment, you agree to pay us interest at a rate we calculate to compensate us for each day from and including the Commencement Date to but excluding the date the first monthly Payment is due.

OR

If you have signed a Progress Payment Agreement, the equipment will be delivered and installed in accordance with an arrangement between you and the Vendor(s) and you hereby authorize us to make payment(s) to the Vendor(s) in order to initiate delivery when directed by you. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds. Nothing herein, in the Progress Payment Agreement or in the Master Agreement obligates us to advance funds until you have accepted all Equipment under this Agreement.

X

Print Name & Title:

Date Signed:

(signature)

I hereby authorize, in my absence,

Telephone #

to verify my direction to disburse funds.

Vendor:

Vendor:

Vendor: