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This agreement is made this 6th day of November, 2011 by and between New Leaf Funding Corporation (hereinafter "NLF") and America's Best Value Inn (hereinafter "Proposed Lessee"), with mailing address of 3999 Alhambra Avenue, Martinez, CA 94533. Whereas, the Proposed Lessee desires to lease certain equipment which the Proposed Lessee has selected and determined to be satisfactory for the Proposed Lessee's purposes; and, whereas, NLF desires either to lease said equipment to the Proposed Lessee, or in the alternative, to procure a lease of said equipment for the Proposed Lessee from a third party.

This agreement is prepared, based on the information that America's Best Value Inn has provided in writing to NLF and supersedes any verbal conversation with any representative of NLF.

This is a proposal and does not represent actual lease documents. This proposal is subject to final credit approval and receipt of all necessary documentation and/or additional information which may be required.

**Terms of this proposal are as follows:**

<b>LESSEE:</b>	<b>America's Best Value Inn</b>
<b>GUARANTORS:</b>	<b>Jashvant Patel and Hansaben Patel</b>
<b>EQUIPMENT:</b>	<b>FF&amp;E</b>
<b>EQUIPMENT COST:</b>	<b>\$200,000.00</b>
<b>TERM:</b>	<b>60 Months</b>
<b>STIPULATIONS:</b>	<b>Soft costs not to exceed 20%</b>
<b>PAYMENT:</b>	<b>\$4,660.00, plus tax if applicable</b>
<b>EXPIRATION DATE:</b>	<b>THIS PROPOSAL EXPIRES December 13, 2011</b>

The Proposed Lessee shall pay a deposit of \$9,815.00, payable to New Leaf Funding Corporation, upon execution hereof, which constitutes a first and last payment of \$9,320.00 and \$495.00 as a documentation fee. If no lease is offered, the first and last month deposit will be refunded. The documentation fee shall be retained by NLF, whether or not such financing is provided or procured, as compensation for its out of pocket costs.

**Signature page one** \_\_\_\_\_ **Date** \_\_\_\_\_

Additional information may be required prior to funding. This may include proof of the information that you provided on your lease application, such as documented financial information, tax returns, proof of time in business, etc. When requested, this information is a required part of the funding process and must be submitted upon request. Discrepancies in the accuracy of your information may result in a higher rate or change in the credit worthiness of your transaction. Although we will try to provide you with other options when possible, New Leaf Funding may regard deposit as being earned for services rendered if your misinformation has changed our ability to provide the financing or if you decide to cancel this transaction. **By signing below, you agree that you have provided accurate information to the best of your knowledge.**

**SALE, ASSIGNMENT, PARTICIPATION, ETC. BY NEW LEAF FUNDING CORPORATION:**

New Leaf Funding Corporation reserves the right to sell, assign, negotiate, grant participation, transfer or otherwise dispose of its rights under the Proposal to other institutions selected by New Leaf Funding Corporation in its sole discretion.

Please read the following:

This term sheet is based on money market rates in effect currently and may vary with changes in said rates as they occur. Adverse credit information may affect interest rates or down-payment required, as well as final approval, and may affect the length of time necessary for a final approval as well as due diligence necessary for completion. All applications are guaranteed submission. All rates are based on Fair Market Value end of term unless otherwise stated. Changes in end of term buyouts may affect the monthly payment.

1. Acceptance of this agreement will be deemed to be a contract in the State of Florida, however it is not a substitute for lease documents, which must be signed at the time of acceptance, and is not a guarantee of your approval for a lease. Guarantor agrees that no other financing applications will be pursued during the processing of this lease as this may affect credit scores or credit worthiness. Should this occur, affecting final approval, down payment may be retained as payment for services rendered.
2. The parties expressly agree that should New Leaf Funding Corporation provide to or procure for the Proposed Lessee a lease approval and the Proposed Lessee decides to cancel this transaction, New Leaf Funding Corporation may regard the deposit as being earned and thus forfeited by the Lessee. However, will apply unused funds to a future transaction.
3. Additional information may be required to complete your lease. An updated Dun & Bradstreet report may be required on your business. If a Dun & Bradstreet report is required, New Leaf Funding Corporation may contact Dun & Bradstreet (a non-affiliated, 3<sup>rd</sup> party company) to help your company set up a report. If there are any associated charges by Dun & Bradstreet, New Leaf Funding Corporation will pay those on your behalf, utilizing a portion of the funds presented to us with this document. Your account will be reconciled at the time of closing.
4. New Leaf Funding Corporation IS NOT AN EQUIPMENT VENDOR. Although New Leaf Funding Corporation may recommend equipment vendors, the choice of such is at the sole discretion of the lessee. Vendor must be approved: vendor changes or availability of equipment is the responsibility of the lessee and any such changes do not void this contract or any portion thereof.
5. Equipment must be purchased from an authorized dealer or vendor.
6. All equipment will be required to be covered by complete insurance coverage including general liability coverage where requested. At all times, the Lessee must maintain insurance to protect Lessor's interest in accordance with the Lessor's requirements as stated in the Lease Agreement.
7. This proposal is subject to final credit approval, rate approval and review by the Lessor as well as any change in applicable tax laws.
8. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, including without limitation trial, appellate and bankruptcy proceedings.
9. This Agreement shall be deemed a Florida contract and construed according to their laws of such state regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The Lessee hereby consents and agrees that any action brought by him or her, alone or in combination with others, against lessor whether arising out of this Agreement or otherwise, shall be brought exclusively in the United States District Court of Florida.
10. This Agreement sets forth all the promises, covenants, agreements, conditions and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained. This Agreement may be modified only by an agreement in writing signed by the parties to this Agreement.
11. In no event is Lessor liable to Lessee or any third party for any liability claims, obligations damages, costs or expenses, including without limitation, any direct indirect, special, incidental or consequential damages (including lost profits and business losses) arising out of or relating to this Agreement or any related services provide to Lessee.
12. Time frames for final approval are not guaranteed, unless included in the terms listed above.

**Please sign and return this letter after reading the above terms together with the check for deposit and documentation fee in the amount of \$9,815.00. Please include a copy of your driver's license so that we may prepare your lease documents correctly. This Proposal will be deemed made and accepted in Maitland, Florida and is valid until the close of business on December 13, 2011.**

**AGREED TO:** \_\_\_\_\_, 20 \_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_