

MASTER LEASE AGREEMENT

BDC Rep - Rich Ehmke

2888 Loker Avenue East, Suite 321 Carlsbad, CA 92010 (888) 305-9292 Fax (888) 305-9797

<u>Business Direct Capital</u> ("BDC") a division of Advanced Innovations, Inc., or its assignee, is prepared to arrange an equipment financial package listed below to <u>Jumbo Screen Co., Inc.</u> ("Client"). It is the intent of the "Client" to formally offer to lease proposed equipment below from "BDC", pursuant to the following terms, rates, and conditions.

| Client | | | | | | | | |
|------------------------------|-----------------|-------------------|---|--|-----------------------------|----------|--|--|
| Jumbo Screen Co., Inc. | | | | | | | | |
| Equipment Location (address) | | | City | | State | Zip Code | | |
| 3262 Futura Pt. | | | Thousand Oaks | | CA | 91362 | | |
| Equipment Description | | | | | Equipment Cost (investment) | | | |
| LED Sign | | | | | Up to \$250,000.00 | | | |
| Stream | Monthly Payment | Documentation Fee | Advance Deposit Due (plus applicable taxes) | | | | | |
| 46 months | \$6,086.28 | \$499.00 | ☐ 1 payment ☐ 2 payments ☐ 5% ☐ 10% ☐ \$ | | | | | |

POWER OF ATTORNEY: "Client" understands, agrees, and grants "BDC" power of attorney to represent "Client" and act on "Client's" behalf in the application and equipment leasing process, either written, electronically, verbally, or otherwise, including all status and credit decisions from "BDC" or its assignee.

OPERATING EXPENSES: The Lease shall be absolutely net, with "Client" responsible for all operating expenses, including insurance, maintenance, licenses, and applicable use and/or sales taxes. All applicable sales and/or use tax will be added to the equipment cost or collected on the gross monthly rental, as appropriate by law.

VARIANCES: Any variances in actual equipment cost, configuration, change in laws or other assumptions may require adjustments in estimated monthly payments. "Client" is responsible for any such variances and will notified of variances from "BDC" prior to complete funding and signing of final documents relating to this transaction. "Client" agrees to pay interim rent which will be billed at time of funding at a rate of 1/30 of the monthly payment per day for as many days from the signing of this agreement till the UCC title transfer of the equipment to "BDC" underwriting.

RATE GUARANTEE AND ADJUSTMENT: In order to maintain "BDC's" yield, the Lease Payments and corresponding implicit lease rate shall be guaranteed for a ninety (90) day period upon "BDC's" credit approval. Lease Payments and the corresponding implicit lease rate shall be subject to change after the 90-day rate lock has expired. Any adjustment to the Lease Rate and Lease Payments shall reflect changes in yield of current U.S. Treasury Notes. Upon lease commencement, the payments shall be fixed for the entire lease term. Provided all information provided on the original finance application submitted for this transaction is documented and completely accurate after due diligence by "BDC" or it's assigns, "Client" may cancel this Master Lease Agreement at no cost or penalty, if monthly payment pro-ration is higher than amount listed above.

INSURANCE: "Client" shall provide written confirmation of insurance coverage acceptable to "BDC", including liability insurance and physical damage naming "BDC" and it's assigns as loss payee. The insurance certificate or binder will also indicate that "BDC" shall be given 30-days prior written notice of cancellation.

DEPOSIT: "Client" shall submit advance deposit required for transaction listed above for deposit due upon signing of this document. This deposit will be credited towards advance payments and/or a documentation fee. In the event "BDC" is unable to secure a formal approval based on the monthly payment listed above (pro-rated and adjusted based on actual amount of equipment formally approved), "Client" will receive a complete refund of their deposit.

DEFAULT AND FEES: "Client" acknowledges, should "Client" fail to consummate the financing contemplated in this Master Lease Agreement after formal credit approval of any amount from "BDC" and/or its assignees and/or its business partners within seven (7) business days, or be precluded from completing the transaction pursuant to this Master Lease Agreement for the reason of failure of "Client" to satisfy liens, judgments, or disputes with creditors, or fails to comply with and/or provide requested documentation, or "Client" provides incorrect data and/or falsified information on the original application for credit and/or additional financial documentation requested, "Client" shall be in default of this Master Lease Agreement. For its services rendered, "BDC" shall be entitled to retain one hundred percent (100%) of the advance deposit plus all interim rent due based on the date of final notice of non-compliance of this Agreement. In an event "Client" brings any legal proceeding of any kind against "BDC" or should "Client" represent to any third party that a dispute exists, then "Client" shall be liable to "BDC" for any actual and/or consequential damages that "BDC" shall suffer.

EXCLUDED LIABILITIES: In no event will "BDC" be liable for any direct, incidental, special or consequential damages, losses, claims or expenses for loss of business and/or profits, arising in connection with the use of or inability to use the leased equipment for any purpose whatsoever. The liability of "BDC" arising out of the supply of financing for the lease of equipment shall not in any case exceed the cost of the total payments made to date under the actual lease.

ASSIGNMENT/SECURITY: This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representations, successors, and assigns. Any security deposit required by Successors or Assignees to complete the transaction will be provided by "Client" without argument.

FURTHER ASSURANCES: The parties shall execute and deliver such other and further instruments and perform such other and further acts as may reasonably be required to fully consummate the transactions contemplated hereby. This Agreement is an expression by "BDC" of its interest in considering this transaction on the general terms and conditions outlined herein. Any and all credit approvals are subject to updated financial information and no material adverse change in "Client's" financial condition.

ENTIRE AGREEMENT: This Master Lease Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the services to be provided by "BDC" to "Client". There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter contained in this Agreement, which are not fully expressed herein. This Master Lease Agreement may not be altered, modified, or changed in any manner except by a writing executed by the party against whom it is to be enforced. "BDC" has one hundred twenty (120) days from the date this agreement is signed and dated to secure and obtain formal credit approval, which will be communicated to "Client" by "BDC" for any or the total equipment cost investment.

SEVERABILITY: If any term, provision, covenant or condition of this Master Lease Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

DOCUMENTATION: Upon "BDC's" receipt of formal approval of the proposed lease transaction from "BDC's" Credit Department, "BDC" shall provide any and all documentation required to submit to obtain formal approval of this request.

THIS AGREEMENT AND CONTINUING GUARANTY SHALL BE GOVERNED IN ALL ASPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, INCLUDING PREVIOUS CASE LAW (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF) WITH VENUE FOR ANY DISPUTES IN THOUSAND OAKS, CALIFORNIA AND THE PARTIES HEREBY CONSENT TO JURISDICTION BEFORE COURTS SITTING IN THE STATE OF CALIFORNIA.

By signing below, the undersigned individual(s) provides written instruction to "BDC" or it's Designee (and any assignee or potential assignee thereof) and hereby agree to joint and several liability for the performance of this Agreement and agree to personally guarantee its terms, conditions, and obligations. A Photostat and/or facsimile copy of this Agreement shall be deemed valid as the original.

Client Signature Printed Name Date



Equipment Finance Advance Deposit Agreement

12/27/2007

Persuant to Application # 11229 and Master Lease Agreement for David Mann dba Jumbo Screen Co., Inc. at 3262 Futura Pt., Thousand Oaks, CA, 91362, the undersigned hereby authorizes and directs Advanced Innovations, Inc., dba Business Direct Capital (hereinafter referred to as "BDC") to debit the account listed below for equipment finance advance deposit of \$13,554.07 as indicated on the Master Lease Agreement. The client also hereby authorizes "BDC" to process an additional and final payment of interim rent due, pursuant to terms of the Master Lease Agreement. The final amount of interim rent will vary and will be finalized upon funding of the requested transaction, as evidence of invoice submitted to client at that time.

CREDIT or DEBIT CARD (** Note - 3% added to above cash total **)

| SELECT ONE: | ☐ Credit Card | □ Debit Card | |
|-------------------------|-----------------|--|-------------------------|
| Card Number: | | | |
| Exp Date: | | | |
| CID 3-digit code: | | | |
| T 4h4 "I | | | |
| has occurred | based on the te | secure a formal appr rms of the Master efund of their advanc | Lease Agreement, |
| Originators are jointly | | this payment request, evidence der this Agreement. A Photosta | |
| Sincerely, | | | |
| | | | |
| | David Mann | | <u>12/27/07</u> Date |