



EQUIPMENT LEASE AGREEMENT

65 Enterprise Suite 330
 Aliso Viejo, CA 92656
 Office (949) 716-2100
 Fax (949) 716-2101

CUSTOMER INFORMATION	Lessee Name FRANCHISE KINGS, LLC		Lease Number 3600					
	Address 2 MALLARD RD		Phone (201) 523-2370					
	City, ST ZIP MAHWAH, NJ, 07430		Equipment Location (if different from above)					
VENDOR/SUPPLIER INFORMATION	Company or Private Party Name Multiple Vendors		Contact N/A					
	Address N/A		Phone N/A					
EQUIPMENT DESCRIPTION	Equipment Cost (Including Tax) \$62,062.27		Equipment Description Restaurant Equipment					
TERM AND PAYMENT	Term in Months 36	Monthly Payment (Plus applicable taxes) \$2,402.41	Advance Payments First & Last	Document Fee Waived	Deposit Amount Due \$4,804.82			
GUARANTY	<p>The undersigned, jointly and severally, guarantees that the Lessee will make all payments and meet all obligations required under this Lease fully and promptly. You will remain responsible for the payment and obligation of this Lease. If the Lessee defaults, you will immediately pay in accordance with the default provisions of this Lease all sums due under the terms of the Lease and will perform all the obligations of the Lease. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in the Terms and Conditions below and agree to pay all costs, including attorneys fees, incurred in the enforcement of this guaranty. It is not necessary for us to proceed first against the Lessee or the equipment before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit purposes.</p>							
<table border="1" style="width: 100%;"> <tr> <td style="width: 30%; text-align: center;"> Signature</td> <td style="width: 30%; text-align: center;">James Hare Print Name</td> <td style="width: 40%; text-align: center;">11/10/09 Date</td> </tr> </table>						 Signature	James Hare Print Name	11/10/09 Date
 Signature	James Hare Print Name	11/10/09 Date						

- NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under any purchase or supply contract.
- TERM.** This Lease shall begin on the day the Equipment has been delivered to and is usable by you ("Commencement Date"). The base term of this Lease shall terminate upon the expiration of the number of months stated under Lease Term. Length of term may be adjusted based on equipment age or asset review.
- LEASE PAYMENT.** You shall pay to us the monthly Lease Payment for each month the Lease is in effect. The Lease Payment may be adjusted proportionately upward or downward to comply with the tax laws of the State in which the equipment is located. You agree to forfeit any deposits made in conjunction with this transaction if you fail to proceed with or cancel the transaction.
- TAXES AND FEES.** You will pay when due, all taxes relating to this Lease or the Equipment that are now or in the future assessed or levied by any State, local or other government authority. You agree that the deposit is deemed fully earned upon signing this agreement, is non-refundable and will be retained by us to cover our expenses in processing your lease, whether or not this transaction closes. You are responsible for any out of pocket expenses incurred by us in processing your lease, such as UCC filings and searches, equipment inspections, legal fees, documentation fees, overnight costs, appraisal, and other due diligence or directly related expenses. Upon funding, you agree to pay any uncollected fees or advance payment shortfall upon receipt of our invoice.

5. **DEFAULT.** Each of the following is a "default" under this Lease: (a) you fail to pay the Lease Payment, (b) you do not perform any of your other obligations under this Lease, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Lease does not perform their obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

6. **COMPLIANCE.** You agree to provide Lessor with all financial statements, tax returns, bank and trade references or other financial or credit information requested in order to make a final credit determination. This lease is subject to approval and acceptance by us and shall not become binding until accepted by us. You agree that all deposits will be deemed fully earned by Lessor if you fail to cooperate fully with Lessor and or its assigns in matters of disclosure or if it is found that the information submitted was materially misrepresented, misleading, inaccurate or incomplete. If you cannot or will not furnish documents requested by Lessor and or its assigns, or cannot or will not complete this transaction within thirty days from the date of this Agreement, and the failure to do so results in a withdrawal of the application or commitment, you agree that neither Lessor or its assigns shall be held responsible for any damages resulting from failure to consummate the transaction and that deposits made shall be forfeited. Should Lessor approve a portion of the equipment or need to fund the lease through separate agreements, Lessee will sign and execute any and all documents necessary. Lessee shall indemnify, hold harmless and defend Lessor against any claims based on allegations that the information submitted by Lessee is false, inaccurate, misleading or incomplete.

7. **LAW.** This Agreement shall be deemed fully executed, performed and governed by and construed in accordance with the laws of the State of California or the laws of the home state of Lessor's successors and or assignee. You expressly and unconditionally consent to the jurisdiction and court in the State of California, County of Orange.

8. **ASSIGNMENT.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You understand that we, without prior notice, have the right to assign this Agreement to a financing source for financing purposes without your consent to such assignment. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignment will not be subject to any claims, defenses, or setoffs that you may have against us.

9. **ACH.** Customer hereby authorizes and requests Lessor and its assigns to initiate electronic debit entries via automated clearing house with their financial institution, and Customer will authorize Bank to honor the debit entries initiated by Lessor. This authority pertains to this agreement, rental payments, taxes, residuals and any related ancillary documentation.

10. **PERFORMANCE.** Should customer cancel or not allow Lessor to complete this transaction for any reason including but not limited to failure to satisfy liens, judgments or disputes with creditors then Lessee will be in violation of specific performance of the agreement. Lessor will accept a 100% forfeit of deposit without action from customer in exchange for a waiver of Lessor's rights to specific performance. If Lessor does not approve this application, the deposit or other payments received will be refunded without interest less the cost of documentation, credit verification and investigation, and any out of pocket expenses incurred. If the application is approved and accepted by Lessor, the deposit or other payments will be applied to the initial payments.

11. **DOCUMENTATION:** Upon Lessor's receipt of formal approval of the proposed lease transaction, Lessor shall provide any and all documentation.

12. **PURCHASE OPTION.** If no Default exists under this Lease, you will have the option at the end of term to purchase the Equipment for one dollar (\$1), plus any applicable taxes. Upon payment of the Purchase Option price, and if no Default exists, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" and this Lease will terminate.

13. **MISCELLANEOUS.** This Lease is not binding on us until we sign it. Any change in the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts we believe are necessary to protect our interest. You agree to reimburse us for any such amounts that we pay, including legal fees incurred at arbitration, at the trial level, including action in bankruptcy court, on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof. Any attempted fraud shall constitute forfeiture of your deposit. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.

14. **ELECTRONIC TRANSMISSION.** If this document was sent electronically you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all documents non-binding and void. A faxed copy of this agreement shall be considered the original and shall be the binding agreement for the purposes of any action under this agreement.

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT DELIVERED PURSUANT TO, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED IN THE STATE OR FEDERAL COURTS IN AND FOR THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND WAIVE ANY OBJECTION WHICH IT OR THEY MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY, (iv) YOU WILL USE THE EQUIPMENT FOR COMMERCIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, OR AGRICULTURAL PURPOSES.

Lessee: FRANCHISE KINGS, LLC	Lessor: Benchmark Financial Groups, LLC
Title: <i>Partner</i>	Title:
Date: <i>11/10/09</i>	Date:
By: <i>[Signature]</i>	By: