



MASTER LEASE AGREEMENT

BDC Rep - Tom Kunac

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

Business Direct Capital ("BDC") a division of Advanced Innovations, Inc., or its assignee, is prepared to arrange an equipment financial package listed below to Cynthia Block ("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			
Cynthia Block & Midwest Industrial Coatings			
Equipment Location (address)		City	State
107 Mueller Ln		Waterloo	IL
Equipment Description		Equipment Cost (investment)	
trailer, mixer, curb stamper		\$24,215.00	
Stream	Monthly Payment	Documentation Fee	Deposit due upon signing of dispersal docs
48 months	\$989.67	\$250.00	\$2,358.00 (incl tax & doc fee)

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, UCC filing, titling, site-inspection, pre-funding, licenses, and applicable use and/or sales taxes. All applicable sales and/or use tax will be added to the equipment cost or collected as required by law.

VARIANCES: Any variances in actual equipment cost, configuration, and 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

PERSONAL GUARANTEE AND RATE ADJUSTMENT: Upon lease commencement, the payments shall be made via ACH (automated clearing house) and 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 its assigns, "Client" may cancel this Master Lease Agreement at no cost or penalty, if monthly payment is higher than amount listed above (provided actual equipment cost has not increased). If any used equipment described above exceeds ten (10) years in age, the monthly payment and advance deposit is subject to increase up to twenty percent (20%). This Agreement is hereby personally guaranteed by all principals of the company as evidenced by authorized signor below.

INTERIM RENT: "Client" agrees to pay interim rent which may be billed at time of funding at a rate of 1/30 of the maximum monthly payment (listed above) per day for as many days from the date any "BDC" purchase order is issued to equipment vendor(s) of this agreement till the UCC title transfer of the equipment to "BDC" underwriting.

DEFAULT AND LIQUIDATED DAMAGES: "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 within seven (7) 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, does not secure equipment from an approved vendor/reseller, provides any portion of this agreement in any manner to a competitor, has another equipment leasing broker/representative/company submit any portion of their finance request to "BDC's" Assignees creating a dual submission or fails to comply with and/or provide requested documentation then "Client" shall be in default of this Master Lease Agreement and "BDC" shall be entitled the amount of damages resulting to "BDC" for projected earned compensation of this transaction, plus costs in obtaining formal approval, including reasonable attorneys fees, may be difficult to calculate. Therefore, as an additional remedy, "BDC" shall be entitled to the sum of fifteen percent (15.0%) fee of original equipment cost (investment) requested on this Master Lease Agreement plus interim rent, actual court, proof of service, and/or collection fees without the necessity of proving damages. 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, indirect, 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.

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.

PAYMENT FOR EQUIPMENT: "BDC" shall issue a purchase order to "Clients" approved vendor(s) upon receiving accurate invoice(s) of said equipment description. All equipment must be delivered to "Client" in satisfactory condition and "Client" must provide verbal acceptance prior to final payment being made to vendor(s). Unless prior written approval is obtained by "Client" from "BDC" private party transactions are not allowed and "Client" must secure equipment from approved vendor(s).

INSURANCE & DEPOSIT: "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 thirty (30) days prior written notice of cancellation. "Client" shall submit advance deposit required for transaction listed on the final dispersal documents with the exact equipment schedule.

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, 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. The end of term purchase option is fair market value, not to exceed ten and one-hundredth percent (10.01%) of the original equipment cost funded, unless stated otherwise in final lease disbursement documents and/or addendum. 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."

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" written request, "Client" shall provide any and all documentation requested within seven (7) days, including all required items to satisfy contingencies, approve vendor(s), legal proof of ownership, and on-site inspection of equipment to order final documents and/or fund all schedules 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 SAN DIEGO COUNTY, CALIFORNIA AND THE PARTIES HEREBY CONSENT TO JURISDICTION BEFORE COURTS SITTING IN THE STATE OF CALIFORNIA. BE ADVISED WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS, INCLUDING ANY DEFAULT OR MISSED PAYMENTS OF THIS AGREEMENT REFLECTING ON THE "CLIENTS" CREDIT REPORT AND SHALL BEAR TWELVE PERCENT (12%) ANNUAL INTEREST OR MAXIMUM AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS UNTIL BALANCE OWED IS PAID IN FULL.

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.

X
 Client Signature _____ Printed Name _____ Date _____
(no one)
 It says they can not change the contact - And they had only 120 days
 they ~~the~~ broke both of them.