

Date 1/26/2012

Lessee Name C&C Business Enterprises, Inc.  
Lessee Address 8 Carol St.  
West Haverstraw, NY 10993

Lease Number \_\_\_\_\_

Dear Valued Client:

Enclosed please find the necessary documents for your lease agreement. Please authorize the documents noted below as indicated and return them **via overnight mail** to the following address:

Lessor: NEWPORT FINANCIAL PARTNERS, LLC  
Address: 4500 CAMPUS DRIVE, SUITE 119  
NEWPORT BEACH, CA 92660

**Please follow these instructions when signing these documents to avoid unnecessary delays:**

1. Please ensure the company resolution, if applicable, is signed by an officer or other authorized representative of the company other than the person signing the agreement.
2. Please do not cross out or make any changes on the documents without first discussing such changes with your account executive.

**Enclosed Documents:**

Lease Agreement w/ Lease Guaranty	Corporate Resolution
Delivery and Acceptance	ACH Agreement
Driver's License Request Form	
Exhibit "A"	

**PLEASE FORWARD THE ABOVE DOCUMENTS ALONG WITH THE FOLLOWING ITEMS:**

Advance Payment(s):	<u>\$4,871.86</u>
Other: <b>Service Fees</b>	<u>\$845.00</u>
<b>Total Amount Due:</b>	<u>\$5,716.86</u>

➤ Tax ID #: 26-2276680

➤ Email address mchalsen@mac.com, tcorso@mibox4u.com

➤ Last 3 months of business bank statements (Summary page only)

➤ Copy of current and valid driver's license for each of the lease signors and guarantors

**Your Insurance Company Information:**

➤ Company Name LAGUNA ASSOCIATES, INC.

➤ Agent Name GENE LAGUNA

➤ Phone Number 908-322-0244

➤ Fax Number 908-322-3788

Please note that you will be invoiced for standard closing costs once your lease transaction has been completed including applicable prorated rent and other expenses directly related to the completion of your lease financing.

Should you have any questions, please contact your account executive, Richard Nicholson at 949-825-6170.

Thank you for choosing us for your financing needs. We are pleased to be of service.

**Lease Agreement**

**Landlord:** NEWPORT FINANCIAL PARTNERS, LLC

**Lease Number:** \_\_\_\_\_

**TO OUR VALUED CUSTOMER:** This Lease has been written in "Plain English". When Landlord uses the words **Tenant** and **You** in the Lease, the Landlord means **Tenant, our customer/lessee**, which is the **Tenant** indicated below. When The **Landlord** uses the words **Landlord** and **Our** in this Lease, The **Landlord** means The **Lessor, Newport Financial Partners, LLC**. Our address is 4500 Campus Drive #119 Newport Beach, CA 92660.

**Tenant Information**

Business Name: C&C Business Enterprises, Inc.	Business Phone: 845-947-3300	Business Tax ID: 26-2276680
Business Address: 8 Carol Ave., West Haverstraw, NY 10993	Equipment Location Address (If different from billing address): _____ _____	

**Lease Terms and Conditions**

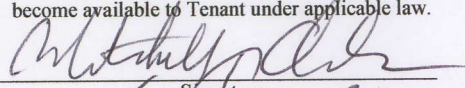
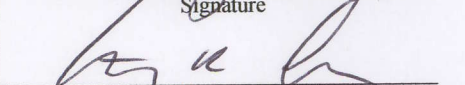
<b>Monthly Rent (plus applicable taxes):</b>  \$2,435.93	<b>Required Deposit:</b>  \$5,716.86	<b>Deposit Applied to:</b>  First and Last <u>1</u> Monthly Rentals; Service Fees: <u>\$845</u>
<b>Base Term in Months:</b>  60	<b>End of Term Option:</b> <input checked="" type="checkbox"/> \$1 Buyout <input type="checkbox"/> 10% OPTION <input type="checkbox"/> FAIR MARKET VALUE (FMV)	

**Equipment Supplier Information / Equipment Description: SEE EXHIBIT "A"**

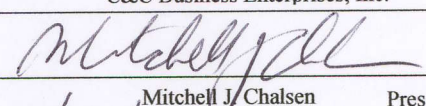
**"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."**

**GUARANTY**

As additional inducement for Landlord to enter into the Lease, the undersigned ("Tenant"), jointly and severally, unconditionally personally guarantees that the Customer will make all payments and meet all obligations required under this Lease and any supplements fully and promptly. This guaranty is a guaranty of payment and not of the collectability or performance. This guaranty shall be irrevocable. Tenant agree that Landlord may make other arrangements including compromise or settlement with the Customer and Tenant waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Lease. Landlord does not have to notify Tenant if the Customer is in default. If the Customer defaults, Tenant will immediately pay in accordance with the default provision of the Lease all sums due under the terms of the Lease and will perform all the obligations of the Lease. If it is necessary for Landlord to proceed legally to enforce this guaranty, Tenant expressly consent to the jurisdiction of the court set out in paragraph 6 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for Landlord to proceed first against the Customer or the Equipment before enforcing this guaranty. By signing this guaranty, Tenant authorizes Landlord to obtain your personal credit bureau reports for credit and collection purposes. To the extent permitted by applicable law, Tenant hereby waive and agree not to assert or take advantage of any right or defense that is or may become available to Tenant under applicable law.

	Mitchell J. Chalsen	<u>1/28/12</u>
Signature	President	Date
	Anthony Corso	<u>1/28/12</u>
Signature	President	Date

**TERMS AND CONDITIONS: BY SIGNING THIS LEASE:** (i) TENANT ACKNOWLEDGE THAT TENANT HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS LEASE, (ii) TENANT AGREE THAT THIS LEASE IS A NET LEASE THAT TENANT CANNOT TERMINATE OR CANCEL, TENANT HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND TENANT CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) TENANT AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND TENANT CONSENT TO JURISDICTION IN THE COUNTY OF ORANGE OR IN THE HOME STATE OF LESSOR'S ASSIGNEE OR WHOEVER HOLDS THE LESSOR'S INTEREST AS IT MAY BE ASSIGNED FROM TIME TO TIME. TENANT EXPRESSLY WAIVES ANY RIGHTS TO A TRIAL BY JURY, (iv) TENANT WILL USE THE EQUIPMENT FOR COMMERCIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, OR OTHER UNAUTHORIZED PURPOSES.

<b>Landlord:</b> <u>Newport Financial Partners, LLC</u>	<b>Tenant:</b> <u>C&amp;C Business Enterprises, Inc.</u>
<b>By:</b> _____	<b>By:</b>  Mitchell J. Chalsen    President
<b>Date:</b> _____	<b>Date:</b> <u>1/26/12</u>

THIS LEASE IS SUBJECT TO APPROVAL AND ACCEPTANCE BY LANDLORD AND SHALL NOT BECOME BINDING UNTIL SIGNED BY LANDLORD.

No oral agreement, guarantee, promise, condition, representation or warranty shall be binding on Lessor. All prior conversations, agreements or representations related hereto and/or to the Equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by Lessor.

1. LEASE CHARGES: C&C Business Enterprises, Inc., a New York Corporation ("Tenant") hereby agree to lease from Newport Financial Partners, LLC, a California limited liability company, and (or) its successors and assigns ("Landlord") the Equipment referred to above (the "Equipment") for the payment amount and for the full term stated. The Payment Amount is based on the estimated cost of all Equipment and shipping charges and Tenant agree that it may be adjusted upward if the actual cost exceeds this estimate. The term of this Lease begins on a date designated by Landlord after receipt of all required documentation and acceptance by Landlord ("Commencement Date") and continues for the number of months designated herein as "Term of Lease". The Lease payments are payable in advance as stated in or on any schedule to this Lease unless Landlord notify Tenant otherwise. Tenant agrees to pay an interim Lease charge for the period between the Date of Delivery and Commencement date. If any part of any payment is late Landlord may charge Tenant a late payment of 15% of the payment that is late. Upon authorization to return Equipment Tenant will properly package and return Equipment to Landlord to any location Landlord designate, insured, freight prepaid by Tenant, in good and working order and in "Average Saleable Condition". "Average Saleable Condition" means that all the Equipment is immediately available for sale by Landlord to a third party buyer, user, or Tenant, other than yourself, without the need for repair or refurbishment. Tenant shall pay all costs to repair Equipment not returned in "Average Saleable Condition". THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD TO COMPLY WITH THE TAX LAWS OF THE STATE IN WHICH THE EQUIPMENT IS LOCATED. Tenant authorizes Landlord to advance tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above. Tenant authorize Landlord to insert or correct missing information on this Lease including your proper legal name, serial numbers and any other numbers describing the Equipment.

2. OTHER IMPORTANT TERMS: THIS LEASE CANNOT BE CANCELLED BY TENANT FOR ANY REASON, INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGES. Tenant may not revoke acceptance of the Equipment. Tenant, not Landlord, selected the Equipment. Landlord is not responsible for Equipment failure. TENANT ARE LEASING THE EQUIPMENT "AS IS", AND LANDLORD DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TENANT ACKNOWLEDGES THAT AS A MATERIAL INDUCEMENT FOR LANDLORD TO EXECUTE AND ACCEPT THIS LEASE, AND IN CONSIDERATION OF THE PERFORMANCE BY LANDLORD OF OUR DUTIES AND OBLIGATIONS UNDER THIS LEASE. Any warranties the manufacturer gave to Landlord, if any, Landlord hereby assign (transfer) to Tenant. Tenant, for the term of the Lease, may contact the Vendor for a statement of such warranties, if any. Other than this Lease Agreement Landlord are not a party to, are not bound by, and will not honor the terms of any purchase order or other agreement regarding the Equipment or any financing therefore. Tenant certifies to Landlord that the Equipment will be used by Tenant solely for business purposes only at the above address and not for personal or household purposes.

3. LOSS DAMAGE; INSURANCE: Tenant are responsible for and accept the risk of loss or damage to the Equipment. Tenant agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost, and Tenant will list Newport Financial Partners, and/or its assigns as loss payee and/or additional insured and give Landlord written proof of this insurance. IF TENANT DO NOT GIVE LANDLORD SUCH PROOF, LANDLORD MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER INSURANCE AND CHARGE TENANT A PROPERTY DAMAGE SURCHARGE FOR INCREASED CREDIT RISK TO LANDLORD AND TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING SUCH PROOF OF INSURANCE and on which Landlord may make a profit. Moreover, Tenant's insurance policies may not be cancelled without 30 day prior written notice to Lessor.

4. TITLE: Landlord will have title to the Equipment during this Lease. Tenant hereby grant Landlord a special power of attorney to sign and file financing statements, amendments to financing statements and extensions to financing statements in order to perfect a security interest in our favor. Tenant agrees to pay our filing and other administrative and processing fees. Tenant also agrees this is a "Finance Lease" under Article 2A of the Uniform Commercial Code. Tenant will not have the right to grant additional security interests in the Equipment without our prior written consent.

5. TAXES AND OTHER FEES; INDEMNIFICATION: Tenant agrees to pay when due all taxes, fines and penalties relating to this Lease. Tenant also agrees that Landlord may estimate the yearly personal property taxes that will be due for the Equipment and Tenant will pay a monthly amount with each payment. Tenant agree to pay Landlord a fee if Landlord bill Tenant annually to reimburse Landlord for our costs of preparing, reviewing and filing any such returns. In either event, if Landlord pay any taxes, fines or penalties for Tenant, Tenant agree to reimburse Landlord on demand, and your payment will be based on the full amount of such taxes, without regard to any discounts Landlord may obtain due to early payment or otherwise. Tenant also agrees to appoint Landlord as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the Equipment. Tenant agrees to indemnify Landlord for all losses and liabilities arising out of the ownership or use of our Equipment. These promises will continue after this Lease ends. On the Commencement Date of this Lease and any additional Schedule to this Lease, Tenant shall pay to Landlord a one-time origination fee.

6. DEFAULT: In the event Tenant breaches any of its obligations under this Lease, then Landlord shall be entitled to: (i) terminate this Lease and retain the entire Deposit (to the extent paid or then due and owing); (ii) require that Tenant pay the remaining balance plus the residual value of the Equipment, as determined by Landlord, in its sole and absolute discretion; (iii) require Tenant to return the Equipment in accordance with the provisions and conditions of Paragraph 1 of this Lease; and (iii) seek any other rights or remedies available to Landlord under the Uniform Commercial Code or any other law. If an action is brought to enforce or interpret the provisions and conditions of this Agreement, then Landlord shall be entitled to recover from Tenant its actual attorneys' fees and collection costs. If Tenant does not pay according to the terms of this Lease or if Tenant breaks any promises in this Lease Tenant will be in default. The rights and remedies set forth in this Paragraph 6 shall be cumulative and not alternative. THIS LEASE IS GOVERNED BY THE HOME STATE OF LESSOR OR ITS ASSIGNEE. THE PARTIES AGREE THAT ANY LEGAL ACTIONS RELATING TO THIS LEASE MUST BE INSTITUTED IN THE STATE OR FEDERAL COURTS OF THE HOME COUNTY AND STATE OF LESSOR OR ITS ASSIGNEE, WHICH SHALL HAVE EXCLUSIVE JURISDICTION. TENANT WAIVES TRIAL BY JURY IN ANY ACTION REGARDING THIS AGREEMENT. TENANT WAIVES

DEFENSE OF INCONVENIENT FORUM. It is further agreed that your rights and remedies are governed exclusively by this Agreement and Tenant waive Tenant's rights under Article 2A (508-522) of the UCC.

7. ASSIGNMENT: Tenant agree that Tenant may not assign (transfer) this Lease or Sublease the Equipment to anyone else. Tenant agrees that Landlord may sell or assign any of our interests to a new owner without notice to Tenant. In that event, the new owner will have such rights as Landlord assign to them but none of our obligations (Landlord will keep those obligations), and the rights of the new owner will not be subject to any claims, defenses or set-offs that Tenant may have against Landlord. Payments to our assignee must continue regardless of any complaint or claim against Landlord.

8. EXCLUSIVITY: Tenant acknowledges and agrees that Lessor will expend significant effort and expense in considering and responding to Tenant's Lease. Accordingly, Tenant agrees that for the period commencing on the date hereof and continuing until Tenant enters into this Lease; Tenant will not, directly or indirectly, solicit other inquiries or offers relating to, or entertain, negotiate or consummate any, financing transaction in substitution or in lieu of this Lease or otherwise relating to the Leased Property or similar property contemplated by this Lease.

9. MISCELLANEOUS: Tenant authorizes Landlord to share credit and other information about Tenant and your company with our affiliates. This Lease may be executed in multiple counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument. For your convenience and in our sole discretion, Landlord may accept a facsimile signature. TENANT AGREES A FACSIMILE COPY WILL BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE OF THIS LEASE. If Tenant specifically request in writing, and provided Tenant have fulfilled all of your obligations to Landlord, Landlord will refund your security deposit to Tenant without interest within ninety (90) days after the end of the original or renewed Lease term (or as otherwise required by applicable law), or at your direction Landlord may apply the security deposit toward your purchase of the Equipment (if Landlord grant Tenant a purchase option). This Lease contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged herein. This Lease shall not be amended, altered or changed, except by written agreement signed by the parties hereto. There shall be no modification by course of conduct. The provisions and conditions of this Lease shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. In the event, anyone or more of the provisions contained in this Lease are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. Any waiver or failure to insist upon strict compliance with any obligation, agreement, covenant or condition shall not operate as a waiver of, or estoppel with respect to, any other failure to strictly comply with the provisions and condition of this Lease. TIME IS EXPRESSEDLY MADE OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE HEREOF. The parties each acknowledge that: (i) They have been represented by

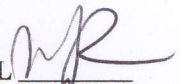
independent counsel or have had the opportunity to be represented by independent counsel in connection with this Lease; and (ii) This Lease is a result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Lease was prepared by Landlord as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Lease shall not be construed against Landlord because Landlord prepared this Lease in its final form.

10. RATE INDEX: The Base Monthly Rental is locked through January 31, 2012 and shall be adjusted upward by .00006996 for every five (5) basis point increase in equally maturing U.S. Treasury Notes, until all items of Leased Property have been installed and accepted by Lessee. The base Treasury Note Yield to be used for comparison purposes shall be 0.50%.

11. REPRESENTATIONS AND WARRANTIES: Tenant hereby represent and warrant as of the date of this Lease the following to Landlord: (i) Tenant have the legal right, power and authority to enter into this Lease and to consummate the transactions contemplated hereby; (ii) Your execution, delivery and performance of this Lease have been duly authorized and no other action by Tenant or any other person or entity is required for the valid and binding execution, delivery and performance of this Lease; (iii) No bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary or involuntary, in pending or threatened against Tenant and Tenant have no intention of filing or commencing any such action or proceeding; and (iv) Tenant have delivered to Landlord complete copies of all material business information and documentation relevant to the execution of this Lease. Notwithstanding anything to the contrary contained herein, in addition to the remedies set forth in Paragraph 6 of the Lease, upon our discovery of a breach of any of the representations and warranties set forth and above, Landlord will be entitled to immediately terminate this Lease and retain the Deposit (To the extent paid or then due and owing).

12. CONFIDENTIALITY: Tenant acknowledge and agree that any and all documents, information, knowledge and (or) data (whether written, electronic, oral or any other form) provided to Tenant by Landlord, including, without limitation, the provisions and conditions of this Lease (referred to herein as the "Confidential Information" ), shall be held in strict confidence by Tenant, and Tenant shall not disclose the Confidential Information to any individual or entity whatsoever other than Landlord. Tenant will undertake and agree to Landlord all necessary means to safeguard the confidentiality of the Confidential Information. Tenant also agrees not to disclose or disseminate any defamatory or slanderous information regarding Landlord or any of our affiliates. Tenant shall not utilize any of the Confidential Information to circumvent or compete with Landlord. This paragraph shall survive the termination of this Lease.

13. Within fifteen (15) calendar days of written request by Landlord, Tenant shall provide Landlord with such financial information and documentation for Tenant and each Guarantor as may be requested by Landlord, in its sole and absolute discretion. Landlord and Tenant acknowledge and agree that such financial information and documentation may include, without limitation, bank statements, state tax returns, federal tax returns and quarterly and annual financial statements containing a statement of profit and loss, a balance sheet, a statement of cash flows, all in a format acceptable to Landlord.

INITIAL 

**INTERIM LEASE DATE:**

The Interim Lease Commencement Date shall be the date the Equipment was accepted by Tenant on the certificate of acceptance. For tax purposes this date shall be no later than 90 days from the date the Equipment is placed in service.

**INSURANCE:**

Tenant must maintain insurance, at Tenant's expense to protect Newport Financial Partners, LLC's interest in accordance with its requirements (as stated in the Lease documents) including, but not limited to, property; liability damage, and evidence thereof, shall be provided to Lessor. **COVERAGE REQUIREMENTS: DEDUCTIBLE:** All risk \$500.00 - EXCEPT Earthquake and Flood, \$10,000 per occurrence (Earthquake Coverage EXCLUDED for the State of California) and Personal Computers \$2,500 per occurrence. Loss Payee: NEWPORT FINANCIAL PARTNERS, LLC and/or its assigns. Additional Insured: NEWPORT FINANCIALPARTNERS, LLC and/or its assigns. Physical Damage: Insurance is to be provided for fire, lighting, windstorm, hail, smoke, riot, strike, vandalism, theft, flood, earth movement, or accident in the vehicle while carrying the covered property, goods in transit cargo coverage, extended coverage and malicious mischief for the full value of the Equipment. Liability: Coverage should be written with minimum limits of \$1,000,000 for bodily injury and property damage.

**EXPENSES:**

Credit and Financial information shall be made available by Tenant/debtor at lessor's/lender's request prior to execution of this agreement if requested. Client is aware that all expenses incurred by Newport Financial Partners, LLC during the processing of this transaction shall be deducted from their good faith deposit check regardless of whether this transaction is executed. All fees, legal, documentation, appraisal, closing, attorney's fees, filing, search charges, field examination and other due diligence expenses shall be paid in advance and are non-refundable whether or not this transaction closes. Newport Financial Partners, LLC charges a flat documentation fee (not to exceed \$1995) which does not include site inspection/appraisal costs. Such expenses shall be paid prior to funding unless otherwise agreed upon in writing, together with advance funds on account of such expenses Newport Financial Partners may from time to time request

**DOCUMENTATION and DEPOSIT:** The Tenant/Borrower is subject to the negotiations, execution and delivery of all documentation required by Newport Financial Partners, LLC and, in form and substance, satisfactory to Newport Financial Partners, LLC in the company's sole discretion. Facsimile or digital copies of signed agreements and/or any deposit checks shall be considered original. Tenant/Borrower authorizes Newport Financial Partners, LLC to deposit facsimile and/or digital copies of deposit checks and/or credit card payments. All good faith deposits and other commitment fees are immediately due and payable to Newport Financial Partners, LLC., and once paid are non-refundable and deemed fully earned by Newport Financial Partners, LLC., unless financing is declined due to Newport Financial Partners' inability to obtain financing, based upon providing necessary and customary financial and other data required for underwriting. In the event of a Lease cancellation request, any deposits deemed refundable shall be issued within 90-180 days of processed request. Except as herein provided, the Deposit shall be deemed earned by Landlord and non-refundable. Subject to the provisions and conditions of this Agreement, Tenant acknowledges and agrees that Landlord shall have the right, but not the obligation, to assign and release all or any portion of the Deposit to any third

party lender with whom Landlord believes Tenant may enter into a financing arrangement. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims resulting from Landlord's assignment and(or) release of all or any portion of the Deposit to a third party lender with whom Landlord believes Tenant may enter into a financing arrangement.

**FINANCIAL INFORMATION:**

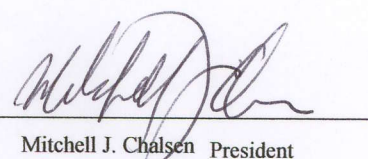
The Tenant/Borrower must submit credit and/or financial information along with supporting schedules as required by Newport Financial Partners, LLC in order to make a final credit determination. The Tenant/Borrower acknowledges that all information submitted is a true and correct representation as of the stated date and there exists no liabilities (direct or contingent) except as set forth in the schedules, titles to all assets disclosed are in the Lessor's/Lender's name (except as noted). Newport Financial Partners, LLC will immediately be notified of any material change in the facts regarding this transaction. Tenant agrees to provide any and all information requested by Newport Financial Partners LLC in the processing and funding of this transaction. In the event a Lease is not commenced at the election of the Tenant, for any reason, or in the event that Tenant does not supply the diligence items required by Lessor, or should an event occur as described under Rental Adjustment herein, then the good faith deposit will be forfeited by Tenant and retained by Lessor as partial compensation for expenses incurred in investigating the credit of the Tenant, other transaction costs and for general overhead expenses incurred by Lessor in the proposed transaction. This Lease is subject to receipt of final documentation and final Equipment/credit approval by Lessor.

**CREDIT AUTHORIZATION:**

By executing this letter, the Tenant/Borrower authorizes companies with whom business is conducted, consumer reporting agencies or other persons, organizations, banks or institutions, to release credit and financial information to Newport Financial Partners, LLC, or their authorized representative, information which Newport Financial Partners, LLC deems necessary to determine financing eligibility.

*Borrower/Tenant must maintain insurance, at Borrower's/Tenant's expense to protect Newport Financial Partners, LLC's interests in accordance with its requirements (as stated in the Lease/Loan documents) including, but not limited to, property; liability damage, and evidence thereof, shall be provided to Lender/Lessor. This approval is based on current Treasury Bills. In the event these Treasury Bills either increase or decrease between now and the time of funding, the rental payment will be adjusted to reflect the change.*

**"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."**

  
\_\_\_\_\_  
Mitchell J. Chalsen President

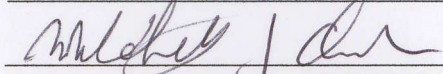
**EXHIBIT 'A'**  
**EQUIPMENT DESCRIPTION**

The following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the Equipment subject to Lease agreement # \_\_\_\_\_ . By signing below, I, the Tenant, acknowledge that I chose to Lease the Equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in Lease agreement # \_\_\_\_\_ , which is the governing document to this Lease regardless of the price and terms (if any) indicated on the invoice(s).

VENDOR	INVOICE#	QUANTITY	EQUIPMENT DESCRIPTION
MI-Box Holding Company	2012261	30	16ft new mobile storage containers 2011
		30	Signs Sets included on all containers

Equipment costs not to exceed \$126,000.00\*

**Tenant:** C&C Business Enterprises, Inc.

**By:** 

Mitchell J. Chalsen President

**Date:** 1/28/12

**Landlord:** Newport Financial Partners, LLC

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

CORPORATE RESOLUTION

I, MITCHELL J. CHALSEN, do hereby certify that I am the duly elected and qualified Secretary of C&C Business Enterprises, Inc., a NY (State of Incorporation) corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of said corporation at a meeting of said Board of Directors convened and held in accordance with the Bylaws of said corporation and that said resolutions are now in full force and effect:

"RESOLVED: That Mitchell J. Chalsen as President of this corporation be, and he/she hereby is, authorized and directed to negotiate, execute and deliver on behalf of the corporation a Lease agreement with Newport Financial Partners, LLC ("Newport") whereby this corporation will Lease Equipment as described in any Lease Agreements and/or attached Exhibits on terms and conditions which shall be determined by said officers to be advisable and in the best interests of this corporation, and the execution of such Lease agreement by said officers shall be conclusive evidence of their approval thereof.

Said above-mentioned parties are further authorized and empowered to deliver and pledge as collateral security for the payment of any such Leases, such assets of the corporation as may be required and agreed upon between the above-referred to officers and Newport, as Newport may require."

"BE FURTHER RESOLVED: That the Secretary is and he/she hereby is authorized to furnish to Newport Financial Partners, LLC a certified copy of these resolutions."

IN WITNESS WHEREOF I have signed my name as Secretary of said corporation and have caused the corporate seal of said corporation to be hereunto affixed this January 26, 2012.

  
Secretary

ACKNOWLEDGEMENT AND  
ACCEPTANCE OF EQUIPMENT BY TENANT  
Lease#

Tenant hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected, and is operating satisfactorily in all respects for all of Tenant's intended uses and purposes. Tenant hereby accepts unconditionally and irrevocably the Equipment.

By signature below, Tenant specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Tenant agrees that said Equipment has not been delivered, installed, or accepted on a trial basis.

With the delivery of this document to Lessor, Tenant acknowledges and agrees that Tenant's obligations to Lessor becomes absolute and irrevocable.

**"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."**

Date of Acceptance: \_\_\_\_\_

Tenant: C&C Business Enterprises, Inc.

By: Mitchell J. Chalsen President

I hereby authorize \_\_\_\_\_ to orally verify my/our acceptance of the Equipment subject to Lease Agreement # \_\_\_\_\_ in my absence.