



Lessee's Legal Name: True Light Trinity Church

Lessee's Address: 10700 Stancliff Houston TX 77099
Address City State Zip

Signor's Name: Dennis Traylor/ Kimberly Saulsberry. Title: Pastor/ Ex. Director Phone No: (281) 988-9127

EQUIPMENT DESCRIPTION

Quantity	Description, Model No., Catalogue No., Serial No. or Other Identification
	TBD

TERMS OF LEASE / PAYMENT SCHEDULE

AMOUNT OF EACH PAYMENT (plus sales tax, if applicable)	TERM TYPE	No. of Advance Payments	NET TERM (Months)	INITIAL DEPOSIT
\$1,109.55	Monthly	2	60	\$2,814.10 (Includes a \$595.00 Securitization Fee)

- 1. TERMS/CONDITIONS.** Preferred Lease a CapitalWerks, LLC company (hereinafter "Lessor") submits the proposed terms and conditions herein to provide lease financing to Lessee, based upon Lessor's preliminary investigations and discussions with Lessee. This proposal supercedes any previous written or verbal offering made to Lessee.
- 2. TYPE OF LEASE.** The lease shall be a triple net lease, whereby the Lessee is responsible for all expenses related directly or indirectly to the transaction, including, but not limited to, maintenance, taxes (other than the taxes imposed on the net income of the Lessor), insurance coverage, etc. The Lessee is responsible for certain indemnifications, including, but not limited to, indemnifications against all hazards, liabilities, damages and risks of loss.
- 3. EQUIPMENT.** The "Equipment" shall consist of the items noted above, and any other equipment approved by Lessor. Soft costs including installation freight, software, and services will be limited to 20% of finance amount. The Company shall keep the Equipment located within the continental United States.
- 4. PERSONAL GUARANTY.** The undersigned unconditionally guarantees Lessee's performance of all terms and conditions of the above Lease and the prompt payment of all sums due hereunder. The undersigned consents to and waives notice of any modification, amendment or extension of the Lease without releasing the undersigned's obligation under this Guaranty. The undersigned further agrees that in the event of default by Lessee of any of the terms or conditions of the Lease, Lessor shall have the right to pursue all legal remedies against Guarantor which Lessor is entitled to pursue against Lessee without first exhausting such remedies against Lessee. Furthermore, the undersigned guarantees payment and performance of Lessee's obligations due or to become due under any contract to which Lessor and Lessee are parties.

INITIALS
X [Signature]

5. RENTAL ADJUSTMENT. The lease rates and other terms quoted in this proposal have been calculated, in part, using an interest rate tied to the corresponding U.S. Treasury Note. The lease rate and other terms quoted are subject to change in the event such Treasury Notes yields fluctuate more than ten (10) basis points prior to the lease Commencement Date, or in the event that material information/diligence items are not disclosed or there is a material adverse change in the Lessee's credit or a determination is made by Lessor that Lessee's creditworthiness does not support the proposed terms.

6. APPLICABLE LAW AND VENUE. ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND VENUE (LOCATION) FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN ORANGE COUNTY, CALIFORNIA. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION. In the event that any of the parties shall be required to bring any legal action against one another to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs. Lessor shall be held harmless from all legal action regarding this proposed Credit Facility or other transactions between Lessor and Lessee.

7. LEASE PAYMENT - INITIAL DEPOSIT. The lease payments for the Equipment leased shall be in the amount designated in the payment schedule and shall commence on the indicated payment due date immediately following the Equipment acceptance date. Lessee shall pay Lessor said payments on or before the due date and at the office of Lessor or to such other person or place as Lessor may designate in writing. The Initial Deposit noted above is required upon acceptance of this Agreement, which shall be applied to the Advance Payments and to the Securitization Fee which is non-refundable and fully earned by Lessor upon Lessee's acceptance of this Agreement, each as noted above. In the event a lease is not commenced at the election of the Lessee, for any reason, or in the event that Lessee does not supply the diligence items required by Lessor, or should an event occur as described under Rental Adjustment herein, then the Initial Deposit will be forfeited by Lessee and retained by Lessor as partial compensation for expenses incurred in investigating the credits of the Lessee, other transaction costs and for general overhead expenses incurred by Lessor in the proposed transaction. This proposal is subject to receipt of final documentation and final Equipment/credit approval by Lessor.

8. STATUTORY FINANCE LEASE. Lessee agrees and acknowledges that it is the intent of both parties that the Lease shall qualify as a Statutory Finance Lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee shall select both: (1) the Equipment; and (2) the Supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in anyway in Lessee's selection of the Equipment or of the Supplier, and Lessor has not selected, manufactured, or supplied the Equipment.

LESSEE ACCEPTANCE
Authorized Signature X [Signature]
Pastor: Dennis Traylor/ Kimberly Saulsberry

Date 4/22/05

LESSOR ACCEPTANCE
Authorized Signature X [Signature]

Date 5/03/05

Sollite, Inc.
 4715 Strake Rd., Suite 110
 Houston, TX 77069

Invoice No. 4879

INVOICE

Customer

Name Preferred Lease
 Address 5 Hutton Center Suite 1200
 City South Coast Metro State CA ZIP 92707
 Phone 714-210-7488

Misc

Date 5/1/2005
 Order No.
 Rep
 FOB

Qty	Description	Unit Price	TOTAL
1	PENTIUM SERVER	\$2,850	\$ 2,850.00
8	PENTIUM 4 COMPUTERS	\$ 1,500.00	\$ 12,000.00
8	15" LCD FLAT PANEL DISPLAY	\$ 450.00	\$ 3,600.00
8	WINDOWS XP	\$ 350.00	\$ 2,800.00
1	MS OFFICE SUITE	\$ 1,750.00	\$ 1,750.00
9	UPS	\$ 500.00	\$ 4,500.00
1	INSTALLATION	\$ 5,000.00	\$ 5,000.00
1	TRAINING	\$ 5,500.00	\$ 5,500.00
Ship To: True Light Trinity Church 10700 Stancliff Rd. Houston, TX 77099			

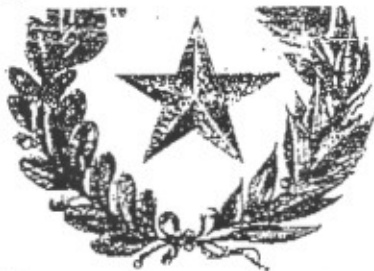
SubTotal	\$ 38,000.00
Shipping	
TOTAL	\$ 38,000.00

Payment Check

Comments
 Name
 CC #
 Expires

Tax Rate(s)

Office Use Only



The State of Texas

SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

TRUE LIGHT TRINITY CHURCH
CHARTER NO. 1155257

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated MAY 31 , 19⁹⁰



George S. Bayardo, Jr.
Secretary of State

dae

Attn: Chris Olson



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

CAROLE KEETON STRAYHORN • COMPTROLLER • AUSTIN, TEXAS 78774

March 3, 2005

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Carole Keeton Strayhorn, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

TRUE LIGHT TRINITY CHURCH

is exempt from payment of franchise tax and consequently is in good standing with this office.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 3rd day of
March, 2005 A.D.

A handwritten signature in cursive script that reads "Carole Keeton Strayhorn".

Carole Keeton Strayhorn
Texas Comptroller

Taxpayer number: 17603569678
File number: 0800354625

Form 05-303(Rev. 1-03/6)



Corporation Search Results

Officers and Directors

TRUE LIGHT TRINITY CHURCH

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Officer and director information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from open.records@cpa.state.tx.us or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

Title:	Name and Address:	Expiration/Resignation Date:
<i>DIRECTOR</i>	BARBARA STROUD 9906 AUTUMN LAKE PEARLAND , TX 77584	
<i>DIRECTOR</i>	DEIRDRE SMITH 9401 COVENTRY SQUARE, #126 HOUSTON , TX	
<i>DIRECTOR</i>	DENNIS TRAYLOR 3611 CRESSWELL CT. MISSOURI CITY , TX 77459	
<i>DIRECTOR</i>	DONALD WILLIAMS 4211 SIMSBROOK HOUSTON , TX 77045	
<i>DIRECTOR</i>	E H SAULSBERRY 2203 CLEARBROOK DRIVE MISSOURI CITY , TX 77489	
<i>DIRECTOR</i>	KIMBERLY N. SAULSBERRY 2203 CLEARBROOK DRIVE MISSOURI CITY , TX 77489	

Carole Keeton Strayhorn
Texas Comptroller of Public Accounts

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