



LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 1-800-426-2626

LESSEE INFORMATION

Lessee Legal Name		Address		
City	County	State	Zip	Phone ()

EQUIPMENT DESCRIPTION

Unit Quantity	Description of Equipment: (indicate new or used and include make, model, serial # and all attachments – attach separate schedule if necessary)			
Equipment Location: Same () Other ()	Address	City	State	Zip

BASE TERM AND PAYMENT SCHEDULE

Base Term in Months:	Lease Payments: () Monthly () Quarterly () Other	(a) Total Advance Lease Payment: _____ Months = \$ _____; **
	_____ Lease Payments at \$ _____ (Plus applicable taxes) followed by	(b) A Security Deposit in the amount of: \$ _____;
	_____ Lease Payments at \$ _____ (Plus applicable taxes) followed by	(c) A Documentation Fee in the amount of: \$ _____.
	_____ Lease Payments at \$ _____ (Plus applicable taxes)	Due upon Lease signing: a + b + c = \$ _____.
Upon Lease expiration and 90 days prior notice to us, if you are not in default, you have the option to purchase not less than all the Equipment for the amount indicated below, plus applicable taxes:		**If more than one month's lease payment is required as an Advance Lease Payment, the additional amount will be applied on the lease commencement date to lease payments in inverse order, starting with the last lease payment.
_____ FAIR MARKET VALUE _____ 10% of original Equipment cost _____ \$ 1.00		If you are tax exempt please attach certificate and write your tax-exempt number below: # _____
End of lease purchase option shall be Fair Market Value unless another option is selected		

LESSEE SIGNATURE

Lessee Legal Name
Authorized Signature (Lessee agrees to the terms on page one and two of this Lease.)
X
Print Authorized Signor Name
Authorized Signor Title
E-Mail Address
Dated

PERSONAL GUARANTY: The undersigned guarantees that the Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against the Lessee, the Equipment or other collateral. The undersigned also waives all suretyship defenses and any notification if the Lessee is in default and consents to any extensions or modifications granted to the Lessee. In the event of a default, the undersigned will immediately pay any and all sums due in accordance with the default provisions of the Lease. Undersigned will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against undersigned or the Lessee. If more than one person has signed this personal guaranty, each of the undersigned agrees that his/her liability is joint and several. Undersigned authorizes us or any of our affiliates to obtain credit bureau reports and make credit inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Delaware and expressly waive any right to a trial by jury.

SIGNED **X** _____ SIGNED **X** _____

PRINT NAME _____ PRINT NAME _____
(Do not print title) (Do not print title)

E-Mail Address _____ E-Mail Address _____

Social Security #: _____ Social Security #: _____

LEAF FUNDING, INC. By: _____ Title: _____ Lease Commencement Date: _____

TERMS AND CONDITIONS

Throughout this agreement the words "We," "Our," and "Us" refer to the Lessor, LEAF Funding, Inc. The words "You" and "Your" refer to the Lessee indicated above. You agree to lease the Equipment described above or in a schedule attached hereto ("Equipment") and agree to the terms and conditions of this Lease Agreement ("Lease").

1. LEASE PAYMENTS AND TERM: You agree to pay us the Lease payments in advance of each month (or other payment period) during the Term. We may adjust the Lease Payments upward or downward by no more than 15% if the invoiced costs of the Equipment are different than the estimated amount we used to calculate the Lease Payments shown above. Your obligation to pay the Lease Payments and all other obligations herein are absolute, unconditional and non-cancellable and are not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. The Lease shall be binding and enforceable on you upon your execution thereof. The term of the Lease shall commence on the date we accept and book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due thirty (30) days after the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease as set forth above. Interest on the total invoiced amount to be funded by us shall accrue at one percent (1%) per month from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent amount shall accrue

interest at one percent (1%) per month from the Base Term Commencement Date until the expiration or earlier termination of the Lease, when it shall be invoiced and payable.

2. DELIVERY, INSTALLATION AND ACCEPTANCE: You are responsible for arranging delivery and installation of the Equipment. Unless you notify us otherwise in writing within 10 days of installation, you unconditionally accept the Equipment. We may require you to provide us a signed delivery and acceptance certificate. You authorize us to fill in the Lease Commencement Date, due dates, serial numbers, VIN numbers and other information which becomes available to us during the term of the Lease.

3. EQUIPMENT LOCATION USE AND REPAIR: You will maintain and use the Equipment only at the location shown above. You agree that the Equipment cannot be moved from that location without our advance written approval. You are responsible for maintaining the Equipment in good repair, condition, and in proper working order, except for normal wear and tear.

4. INDEMNIFICATION: As between you and us, you are responsible for and agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims, suits, including attorneys fees and expenses, and actions, whether based on a theory of strict liability or otherwise caused by or related to the ordering, manufacture, installation, ownership, use, lease, possession, delivery or return of the Equipment or any defects in the Equipment.

5. LEASE EXPIRATION AND RENEWAL: Unless you notify us in writing at least 90 days prior to the expiration of the Lease, or any renewal term, of your intention to return the Equipment to us or to exercise the purchase option indicated above, this Lease will automatically renew for successive 90 day periods at the same monthly Lease Payment amount until you either exercise the purchase option or provide us with the required notice and return the Equipment to us. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty. If you elect to return the Equipment to us, it must be returned to the location that we designate within 90 days of your providing notice of return. Your obligation to pay rent will continue until the Equipment is returned to our designated return location. You are responsible for all expenses incurred in returning the Equipment to us and agree to pay us a Restocking Fee equal to one additional Lease payment if the Equipment is returned for any reason.

6. LATE FEES AND COLLECTION CHARGES: If any amount payable to us is not paid within five (5) days of when due, you agree to pay us a late charge equal to the greater of: (a) 10% of the amount which is late or \$10.00, or if less, (b) the maximum legal amount. Payment of any amount hereunder by credit card is subject to a fee equal to three percent of such payment to reimburse credit card processing fees and costs. You agree to pay us \$25.00 for each check by phone payment and \$35.00 for each returned check. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from such 30th day until paid in full.

7. NO WARRANTY: The Equipment is being leased to you "as is". You acknowledge that we do not manufacture the Equipment and that you have selected the Equipment and the supplier based on your own judgment. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE EQUIPMENT. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. WE ARE NOT LIABLE FOR ANY LOSS OR INJURY TO YOU OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP, LEASE OR POSSESSION OF THE EQUIPMENT.** You agree to continue making Lease Payments to us, regardless of any claims you may have against the manufacturer or supplier. We transfer to you for the term of this Lease any warranties made by the manufacturer or the supplier. No representation or warranty by the manufacturer or supplier is binding on us nor shall breach of such warranty relieve you of your obligation to us as provided herein.

8. INSURANCE RISK OF LOSS: From the time the Equipment is ordered until it is returned in the required condition or purchased by you ("Risk Period"), you are responsible for all risk of loss or damage to the Equipment. During the Risk Period, you will procure and maintain at your expense, property insurance for the full replacement value of the Equipment, and public liability insurance in an amount acceptable to us, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. You will provide us evidence of such insurance when requested, naming us as loss payee and as an additional insured. If you do not provide us with such evidence, we may at our option: (i) purchase such insurance and add such insurance costs plus a fee to the amounts due from you under this Lease or (ii) charge you a monthly administrative fee of \$8.75 per month for our costs in identifying, monitoring and otherwise administering such deficiency. We reserve the right to increase such monthly charge in the event that our costs for providing such services increase. If we purchase such insurance on your behalf, it shall not relieve you of any obligations under this Lease or release you from any claims we may have against you.

9. OWNERSHIP, TAXES AND UCC'S: We are the owner of the Equipment and hold title to the Equipment (excluding items of Equipment which are licensed software and products). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment under this Lease. The Lease Payments shown above do not include any applicable taxes. We will include any applicable taxes and fees in our invoice to you. You agree to pay the tax and fees in addition to your Lease Payments. For administrative purposes, unless otherwise directed by us in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any and all property taxes relating to the Equipment directly to the taxing authority and if requested provide us with evidence of such compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us on demand the amount we have paid on your behalf plus an administrative fee. You authorize us to sign and record UCC financing statements and other documents we deem necessary to confirm our interest in the

Equipment. You agree to pay us a documentation fee equal to the amount specified on page one of this Lease, or if not so specified, we may charge up to \$125.00, which amount shall be paid together with your first Lease Payment, to cover our expense in processing this Lease and perfecting our interest in the Equipment. If we require a site inspection to verify the condition and/or existence of the Equipment, or you request administrative services (i.e., property tax research), you agree to reimburse our costs as invoiced.

10. DEFAULT: If you or any guarantor do not pay the monthly Lease Payment or any other amount payable to us within ten (10) days of its due date, or breach any of the terms or conditions of this Lease, any guaranty of license relating to the Equipment, you will be in default of this Lease and any other agreement you may have entered into with us or any of our affiliates. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments and residual value of the Equipment, as determined by us, discounted at an annual rate of 5%; (b) promptly return all of the Equipment; (c) allow us to peaceably repossess the Equipment; or (d) use any and all remedies available to us under the Uniform Commercial Code or any other applicable law. You agree to pay the cost of repossession and our reasonable attorney's fees and costs associated with any legal action we may take in the event of your default. We may apply any security deposits to your obligations under this Lease. Upon termination, if you are not in default, any security deposit will be refunded without interest.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer this Lease or our rights in the Equipment without notice to you. If we sell, assign or transfer this Lease, the new owner will have the same rights and benefits we have now, but the new owner will not be subject to any claim, defense or setoff that you may have against us.

12. ARTICLE 2A RIGHTS AND REMEDIES: You agree that this Lease is a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You hereby agree to waive any and all rights and remedies granted to you by sections 2A-508 through 2A-522 of the UCC. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF MISSOURI. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS OF RANDOLPH COUNTY, MISSOURI. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. ABSOLUTE OBLIGATION: YOUR OBLIGATION TO PAY THE LEASE PAYMENTS AND OTHER AMOUNTS AND PERFORM ALL OTHER OBLIGATIONS HEREUNDER IS NONCANCELLABLE, ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. You agree that any delay or failure to enforce our rights under this Lease does not prevent us from enforcing any such rights at a later time. All of our rights and indemnities will survive the termination of this Lease.

15. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection therewith. The terms hereof may not be terminated, amended, supplemented or modified orally, but only in writing signed by you and us. A facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

16. CREDIT INFORMATION. You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we determine are necessary. On your written request, we will inform you whether we have requested a consumer credit report and the name and address of any consumer credit reporting agency that furnished a report. You acknowledge that without further notice we may use or request additional credit bureau reports to update our information so long as your obligations to us are outstanding.