

UMPQUA STONE
403 NE WINCHESTER ST.
ROSEBURG, OR 97470
541-440-0985

WELLS
FARGO

WELLS FARGO BANK, N.A.
1701 NORTHWEST GARDEN VALLEY BOULEVARD
ROSEBURG OR 97470
wellsfargo.com

56973

08/07/2013

24-680 3274
1230
1933648816

PAY TO THE
ORDER OF

US Business Funding

\$ 5,915.00

Five Thousand Nine Hundred Fifteen & 00/100 Dollars *****
DOLLARS

US Business Funding

4500 Campus Drive

Suite 380

Newport Beach CA 92660

MEMO

Equipment Lease

William Skelley
AUTHORIZED SIGNATURE



UMPQUA STONE

56973

US Business Funding

1 LeaEquip

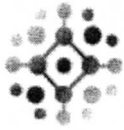
08/07/2013

\$5,915.00 Pay 1st & Last of 60 paymen

Equipment Lease

\$5 915 00

*This is a copy of the original check
they cashed a faded copy of this check
I still have the original check.*



US Business Funding
Equipment Leasing & Financing

1231 E Dyer Rd, Suite 268
Santa Ana, CA 92705
Phone: (949)461-1140
Fax: (949) 242-2700

Returning ←

COVERSHEET

8/7/13

To:	William Lee Willis	Fax:	(541) 440-0988
Company:	Global Stone DBA Umpqua Stone, LLC.	Phone:	(541) 440-0985
From:	Peter Ribeiro	Date:	8/5/2013 12:17 PM
Re:	Documents	Pages:	8 including cover page
CC:	USB Acct #:		
<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply			

Comments:

- Please sign & complete where noted and fax a copy to me at (949) 242-2700.
- Overnight original documents and any invoices you have pertaining to this transaction to the address below, along with your deposit check in the amount of \$ 5,915.00
- Please include a photocopy of the driver's license for signature verification of **all** signers (both sides of driver's license if signature is on the back).
- Sign only in the designated areas, Please do not write on the documents.
- Please include a copy of the last three month business bank statements (cover pages only)
- Make all checks payable to: US Business Funding

My Best,

Peter Ribeiro



UMPQUA
STONE

August 7, 2013

US Business Funding
4500 Campus Drive
Suite 380
Newport Beach, CA 92660

Dear Peter,

Equipment Upgrade...

*** Doug Brown Construction...	\$67,850.00
1 ton crane	
All Parts, Rails and Posts	
Equipment has been delivered	
*** Signcraft...	\$42,330.00
Lighted Signs on three sides of building	
Awnings on two sides of buildings	
*** Prodim USA...	\$20,500.00
See Invoice 99-5117	
Equipment has been Delivered	
*** Grand Quartz...	\$28,349.00
Stone Cycler FSP-25	
TOTAL	\$159,029.00

Sincerely,

William Willis

Prodim USA, LLC
Ft. Pierce, FL 34951
7454 Commercial Circle
Fort Pierce, FL 34951

Invoice

Date	Invoice #
6/26/2013	99-5117

Bill To
Umpqua Stone 403 N.E. Winchester Street Roseburg, OR 97470

Ship To
Umpqua Stone 403 N.E. Winchester Street Roseburg, OR 97470

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	JR	6/26/2013	UPS		
Quantity	Item Code	Description			Price Each	Amount
1	P.8-2D-S/N 9342	P.8/CT3.0 S/N 9342 (Demo Machine) Includes 2 batteries, battery charger, A/C adapter, standard pointer pen, remote control, instruction manual and 2 scanner attachments			20,250.30	20,250.30
4	PODS	PODS			0.00	0.00
1	Back Pack	Back Pack			0.00	0.00
1	K-288-1	Tripod for Proliner			0.00	0.00
1	Training/P.6-P.8	Training for P.6, P.7 and P.8's via Live Webinar			0.00	0.00
1	Shipping	Shipping + Handling by courier,post or truck			249.70	249.70
		Customer is wire transferring 50% (\$10,250.00) as a down payment. Once financing is in place and total Invoice amount is received from financing company, Umpqua Stone will be reimbursed their down payment amount.				
					Total	\$20,500.00

Doug Brown Construction

2154 CALKINS ROAD
ROSEBURG, OR 97471

(541) 817-5098

Invoice No: 36076

Account No: 5414400985

BILL WILLIS

Date

August 07, 2013

Terms

50% Deposit

Salesperson 1

Doug Brown

Due Date

August 07, 2013

Ship VIA

INSTALL

Salesperson 2

Ship To:

Umpqua Stone

403 NE Winchester St.
Roseburg, OR 97470

Bill To:

594

Umpqua Stone

403 NE Winchester St.
Roseburg, OR 97470

Qty Req	Quantity Shipped	B. O.	Item Number	Description	Unit Price	Extended Price
1.0	1.0		INSTALL	ONE TON CRANE 40' BY 125'USED	67,850.00	67,850.00
				12 POST 8WX31#	0.00	
				12 BASEPLATES 16"X16" BY 3/4" WITH HOLES	0.00	
				12 TOP PLATES 8"X16" WITH HOLES	0.00	
				12 STIFF ARMS TO MATCH EXISTING	0.00	
				24 STIFF ARMS TO MATCH 3X3X1/2" PLATES	0.00	
				12 STIFF ARM PLATES 8"X13"X 1/2"	0.00	
				250' OF 12" BY 25# CHANNEL	0.00	
				250" OF 16WX35#	0.00	
				250' 3" CRANE TRACK	0.00	
				300 PAIRS 3/4" HARDWARE PAIRS	0.00	
				ALL REDHEAD ANCHORS	0.00	
				.	0.00	
				DELIVERY INCLUDED... YOU MUST UNLOAD...	0.00	

1.0 1.0

Invoice Totals

\$67,850.00

Thank you for choosing

Doug Brown Construction

Current	Past 30 Days	Past 45 Days	Past 60 Days	Past 90 Days	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

08/07/2013

2. **Loan:** Loan will be payable in installments, each in the amount of the basic lease payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each loan payment period shown beginning after the first loan payment period. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.

3. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE LOAN. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.

4. **LOCATION OF EQUIPMENT/RETURN:** You will keep records showing the location of the Equipment. You will report this location to us upon request. At the end of the Agreement's term, you will either renew per paragraph 1 or return the Equipment to a location we specify at your expense, in retail resalable condition, full working order and in complete repair. All license plates, registration certificate, documents of title and odometer certificates shall also be returned.

5. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

6. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us with certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs and credit risk. As long as you are current at the time of the loss (excluding losses resulting from acts of God), the replacement value of the Equipment will be applied against any loss or damage as per paragraph 6. **You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.**

8. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of these fees or taxes for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us up to \$100.00 on the date the first lease payment is due to cover the expense of originating the Agreement.

9. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, and 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, including, if applicable, but not limited to, any service and maintenance. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

10. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and/or return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of New Jersey or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

11. **SECURITIZATION FEE- 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 (the "Commencement 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 by the Lessee, which shall be applied to the Securitization Fee which is non-refundable and fully earned by Lessor upon Lessee's acceptance of this agreement, each as noted above. This proposal is subject to receipt of final documentation and final Equipment/credit approval by Lessor. In consideration of Lessor's time, effort and expense in considering and processing the lease transaction, Lessee agrees that Lessor shall have twenty (20) business days from the date of Lessor's receipt of all documentation and information required by Lessor from Lessee (which documentation and information Lessee shall provide to Lessor within seven (7) business days of Lessor's request) to provide final approval as noted above. If Lessor provides final approval and Lessee does not fulfill its commitment with respect to completing the lease transaction for any reason, then the Initial Deposit will be considered a processing fee earned by Lessor. The Initial Deposit shall be retained as liquidated damages by Lessor in the event Lessee does not supply the required documents and information required by Lessor or otherwise comply with the terms of this agreement or back out of the original agreement as stated above, there is a material adverse change to the financial condition of the Lessee or any Guarantor, or if any material misrepresentation is made by Lessee in connection with the documents and information provided to Lessor. If Lessor does not provide final approval as noted above within the twenty (20) day limit referenced above, and Lessee revokes its acceptance in writing thereafter, Lessee's Initial Deposit, less processing and due diligence expenses incurred by Lessor in considering the transaction, will be returned to Lessee within thirty (30) days of Lessee's written request.

12. **LAW:** This lease shall be deemed fully executed and performed in the State of California or in the home state of whoever holds the Lessor's interest as it may be assigned from time to time per paragraph 10. This lease shall be governed by and construed in accordance with the laws of the State of California or the laws of the home state of Lessor's assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California or any other state or federal court chosen by the Lessor or its assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment.

13. **LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 11.

14. **DISPUTE RESOLUTION:** Lessee agrees that any dispute or legal action related to, or arising out of, this proposal or the final lease documentation shall be filed in Orange County, California. The dispute or legal action shall be resolved through compulsory and binding arbitration before the Judicial Arbitration and Mediation Services, Inc. (J.A.M.S.). The laws of the state of California are controlling this proposal and the underlying lease transaction. Discovery may be conducted during the binding arbitration process pursuant to California Code of Civil Procedure section 1283.1, subdivision (b).


Signature: William Lee Willis

President
Title

AN ELECTRONIC COPY OF THIS DOCUMENT SHALL BE CONSIDERED AN ORIGINAL

August 5, 2013

OPTIONS OF EFA PURCHASE OPTION

Lease # 19458594825261 between US Business Funding, Lessor.

And Global Stone DBA Umpqua Stone, LLC. Lessee.

Provided the EFA has not terminated early and no event of default under the EFA has occurred and is continued, Lessee shall have the following option:

PURCHASE EQUIPMENT FOR \$0.00

Lessor: US Business Funding

Lessee: Global Stone DBA Umpqua Stone, LLC.

Signature

William H. Skellis
Signature

Title

Pres
Title

Date

8/7/2013
Date

AN ELECTRONIC COPY OF THIS DOCUMENT SHALL BE CONSIDERD AN ORIGINAL