



«Schedule_Date»

«Signator_Name»

«Lessee»

«Lessee_Address»

«City_State_Zip»

Dear «Signator_Name»:

TEQlease, Inc. (Lessor) is pleased to assist «Lessee» with lease financing for equipment from «Vendor». We are pleased to have you as a customer and will do our very best to exceed all of your expectations.

Please review the following documentation carefully. The documentation includes the following, all of which should be signed by an individual authorized by your corporation. The documents should be printed and signed as requested, and returned to us as soon as possible, via overnight delivery:

- Equipment Schedule No. «Schedule_Number» – Print and sign two copies.
- Master Lease Agreement No. «ML_Number» – Print and sign two copies.
- (USE IF UNDER \$150,000/Marriott Brand Signer) Certificate of Signature Authority – print one copy and complete as requested.
- (USE IF OVER \$150,000) Certificate of Signature Authority – print one copy and complete as requested.
- Table of Casualty Loss Values – Print and sign one copy.
- Certificate of Acceptance – Print and sign one copy. Do not insert the date in Paragraph 1. We will contact you to confirm the delivery date and insert that date upon confirmation.
- Authorization Agreement for Preauthorized Debit Payments – Print and sign one copy.
- Insurance Request Form – Print and sign one copy.
- Invoice(s).

Also enclosed is/are invoice(s) for the first payment(s) due under the lease and/or e-Waste fees. Please process for payment and return with the document package.

In order to facilitate the most efficient and timely processing of your equipment order, the following information should also be provided:

- Purchase Order. The purchase order should reference: a total cost of \$«Total_Cost» [\$«OEC» for equipment, and \$«Sales_Tax» for sales tax (if applicable)]; «Vendor» Quote «Vendor_Quote_Number»; and must include Ship To and Bill To addresses.
- The vendor on all purchase order(s) must be:
«Vendor»
«Vendor_Address»
«Vendor_City_State_Zip»

Please scan the entire document package (only one copy of each document is necessary) and e-mail to documents@teqlease.com for review, prior to overnighting the documents. Please return the ORIGINAL properly executed documentation and ORIGINAL purchase order(s). Upon our receipt of all of the above items we will process your order for product allocation and shipment.

Return original documents to: Kyle Fleming
TEQlease, Inc.
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

If you have any questions please do not hesitate to contact me at (818) 222-1006.

Sincerely,

Kyle Fleming
Finance Manager
Assistant Vice President



LESSOR: **TEQLEASE, INC.**
 23801 Calabasas Road, Suite 101
 Calabasas, CA 91302

LESSEE: «LESSEE»
 «Lessee_Address»
 «City_State_Zip»

EQUIPMENT SCHEDULE

Reference is made to that certain Master Lease Agreement dated «ML_Date», by and between **TEQLEASE, INC.**, as Lessor, and «LESSEE», as Lessee. The terms used herein shall have the same meaning as such terms have in such Lease Agreement. NOW, THEREFORE, upon delivery and acceptance of the Equipment, Lessee will lease from Lessor the Equipment identified below on the terms and conditions set forth herein and in the Lease Agreement.

Item #	Model/Description	Qty
	«Vendor»: «Vendor_Address», «Vendor_City_State_Zip»	
	EQUIPMENT DESCRIPTION	

LEASE TERMS:

INITIAL TERM: «Term» Months
 ORIGINAL EQUIPMENT COST: \$«Total_Cost»
 BILLED: MONTHLY IN ADVANCE
 MONTHLY RENTAL: \$«Rent» («Plus_or_Includes_tax» applicable taxes*)
 PROJECTED INSTALLATION DATE: On or before «Project_Install_Date»
 COMMENCEMENT DATE: «Commencement_Date»
 EQUIPMENT LOCATION: «Equipment_Location»

*The First and Last Month's rent are due concurrently on the Commencement Date.

ADDITIONAL PROVISIONS

Purchase Option: At the conclusion of the «Term»th month of the Initial Term of the Lease, provided all accrued but unpaid late charges, interest, taxes, penalties, and any and all Rent and other sums due and owing under the Lease have been paid by Lessee, and provided no event of default has occurred and is continuing, Lessor shall transfer to Lessee its rights, title, and interest in the Equipment as detailed in Equipment Schedule No. «Schedule_Number» for the sum of U.S. \$1.00.

Purchase Option: At the conclusion of the «Term»th month of the Initial Term of the Lease, provided at least ninety days prior written notice is given to Lessor, and provided Lessor has not declared Lessee to be in default hereunder, Lessee may, at its option, purchase the Equipment listed on this Equipment Schedule, for a price equal to the fair market value of the equipment.

This Equipment Schedule shall not be binding upon Lessor until accepted by Lessor in writing at its offices as first set forth in the Lease Agreement. Lessee acknowledges that on or before signing this Equipment Schedule, the Lessee has either received a copy of the purchase agreement between the vendor or supplier and the Lessor for the purchase of the Equipment or that the Lessee is aware that it may have certain rights pursuant to the terms of such purchase agreement and may contact such vendor or supplier directly for a description of any such rights.

IN WITNESS WHEREOF, the parties have executed this Equipment Schedule on the date written below.

ACCEPTED BY:
LESSOR: TEQLEASE, INC.

 BY: _____
 NAME & TITLE: Michael P. Lockwood, President
 DATE: _____

PROPOSED BY:
LESSEE: «LESSEE»

 BY: _____
 NAME & TITLE: «Signator_Name», «Title»
 DATE: «Schedule_Date»

This Master Lease Agreement ("Lease Agreement") is effective as of «ML_Date» between, **TEQLEASE, INC.**, with its principal office at 23801 Calabasas Road, Suite 101, Calabasas, California 91302 (the "Lessor") and «LESSEE», with its principal office at «Lessee_Address», «City_State_Zip» (the "Lessee"). The parties hereto, desiring legally to be bound, hereby do agree as follows:

1. **LEASE.**

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment (the "Equipment") described in the Equipment Schedule(s) attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Equipment Schedule(s) and all Riders and Supplement(s) hereto and thereto, if any. Each Equipment Schedule shall constitute a separate lease on the terms herein and therein set forth, and shall incorporate this Lease Agreement by reference. Lessor and Lessee agree, and Lessee represents, for the benefit of Lessor and its Assignee(s), that, except as otherwise provided in a particular Equipment Schedule, the Lease is intended to be a "finance lease" and not a "lease intended as security" as those terms are used in the Uniform Commercial Code (including Article 2A thereof); and that the Lease is intended to be a "true lease" as said term is commonly used under the Internal Revenue Code of 1986, as amended. Lessor and Lessee agree that this is a "finance lease" as defined in Article 2A of the Uniform Commercial Code and Lessee acknowledges that either (i) Lessee has reviewed and approved any written Supply Contract (as defined in said Article 2A) covering the Equipment, or (ii) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the identity of the Supplier (as defined in said Article 2A), that Lessee may have rights under the Supply Contract and that Lessee may contact the Supplier for a description of any such rights.

2. **DEFINITIONS.**

(a) The "Installation Date" means the date on which the Equipment is determined by Lessee to be in good condition, working order, repair and of a size, design, capacity and manufacture selected by and satisfactory for Lessee's purposes. Unless expressly agreed otherwise by the parties or Lessee notifies Lessor in writing that the Equipment has been rejected the Equipment must be accepted within fifteen (15) days after the delivery date, and if not accepted by such time, the Installation Date shall be deemed to be fifteen (15) days after the delivery date.

(b) The "Commencement Date" means, as to all Equipment designated on any Equipment Schedule, where the Installation Date for the item of Equipment last to be installed falls on the first day of the month, that date, or, in any other case, the first day of the month following the month in which the item of Equipment last to be installed is installed.

(c) The "Monthly Rental" means the amount set forth as the Monthly Rental for each item of Equipment in the applicable Equipment Schedule.

(d) The "Daily Rental" means 1/30th of the Monthly Rental for each item of Equipment in the applicable Equipment Schedule.

3. **TERM OF LEASE.**

The term of this Lease as to each item of Equipment designated on any Equipment Schedule shall commence on the Installation Date for such item of Equipment, and shall continue for an initial period (the "Initial Term") ending that number of months from the Commencement Date as is specified on the applicable Equipment Schedule. No more than one hundred twenty (120) days nor less than ninety (90) days prior to the expiration of the Initial Term, Lessor shall provide Lessee with written notice of Lessee's end of Lease term options including, but not limited to, the options set forth in Sections 15 and 16 of this Lease. The written notice shall include a proposed Fair Market Value for the purchase option under Section 15 and the length of the term for any renewal lease options and a proposed Fair Market Rental Value for the lease options under Section 16. Following receipt by Lessee of such notice from Lessor, Lessee shall have the right to exercise such options during the time periods set forth in Sections 15 and 16, as applicable, or to terminate the applicable Equipment Schedule upon no less than thirty (30) calendar days' prior written notice to Lessor. If Lessee or Lessor does not send Lessor or Lessee any such notice within the time period set forth above or sends Lessor written notice of Lessee's election to re-lease the Equipment on a month-to-month basis, the term of the Lease as to each item of Equipment designated on the applicable Equipment Schedule will automatically extend on a month-to-month basis following the expiration of the Initial Term of the Equipment Schedule at the then-current Monthly Rental rate set forth in the applicable Equipment Schedule. To the extent required by applicable law, Lessee expressly acknowledges its duty to pay monthly automatic rent upon expiration of the Equipment Schedule until the Equipment is returned or purchased in accordance herewith, waiving any contrary law or rule. Lessee shall have the right to terminate any such month-to-month Lease upon no less than thirty (30) calendar days' prior written notice to Lessor. If Lessee elects to exercise an option to re-lease the Equipment for a term longer than one month, the term of such renewed Lease shall be the term commencing on the first day following the last day of the expired term and ending that number of months therefrom set forth in the applicable Equipment Schedule. For any such renewal term, the terms set forth above with respect to the expiration of the Initial Term and the options and rights of Lessee prior to, and following expiration of the Initial Term, also shall apply to Lessee in connection with the expiration of any then current renewal term. Any termination of any Equipment Schedule shall be effective only on the last day of the Initial Term or the last day of any such renewal term and shall be given or made by one of the following methods: 1) mailing the same by registered or certified mail, return receipt requested to the Lessor, 2) by recognized overnight express mail addressed to the Lessor, 3) via facsimile or 4) via electronic mail. With respect to each Equipment Schedule executed pursuant to this Lease, Lessee agrees to execute and deliver to Lessor, the Installation Date, a Certificate of Delivery and Acceptance and Incumbency Certificate, and such other documentation as Lessor reasonably requires each in such form as is reasonably acceptable to Lessor.

4. **PAYMENTS.**

(a) With respect to each Equipment Schedule, payment shall begin on the Commencement Date of such Equipment Schedule, and shall continue throughout the duration of the term of the Equipment Schedule. Interest on any past due payments under this Lease shall accrue at the rate of 1 1/2% per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Charges for taxes, levies, imposts, duties, fees, assessments or other charges, penalties and interest shall be promptly paid by Lessee when due.

(b) In addition to the Monthly Rental set forth in the Equipment Schedule(s), Lessee shall pay to Lessor, when due, amounts equal to, and hold Lessor harmless from, all taxes, levies, imposts, duties, fees, assessments and other charges or withholdings of any nature whatsoever, however designated (including, without limitation, franchise, sales, use, stamp, privilege or excise taxes), together with any penalties, fines or interest thereon, imposed against Lessor (except for penalties, fines or interest imposed against Lessor as a result of Lessor's negligence or willful misconduct) by any federal, state or local government or taxing authority (which Lessor is required to collect) and which are levied or based on or relate to the rental, the Lease or the Equipment or its use, possession, lease, ownership, financing, operation, control or value but excluding federal taxes on, or measured by, the net income of Lessor and taxes, fees or other charges of any other jurisdiction which are based solely on or measured solely by the net income of Lessor. Lessor shall file all required property tax returns and reports concerning the Equipment with all appropriate governmental agencies. Lessor shall remit all appropriate property tax payments directly to the respective taxing jurisdictions. Personal property taxes assessed on the Equipment during the term of this Lease shall be reimbursed by Lessee to Lessor immediately upon Lessee's receipt of an invoice for such reimbursement from Lessor.

(c) If any claim is made against Lessor for any taxes or other amounts referenced above, Lessor shall promptly notify Lessee. If reasonably requested by Lessee in writing, Lessor shall take such action as Lessee may reasonably request with respect to such asserted liability. Lessor shall have the right to pay such asserted liability at any time in its sole discretion in which case Lessee shall advance the required funds and Lessor shall take such action as Lessee may reasonably request, at Lessee's expense, to recover such payment and shall, if requested, permit Lessee in Lessor's name to file a claim or prosecute an action to recover such payment.

5. **ASSIGNMENT TO LESSOR OF RIGHT TO PURCHASE EQUIPMENT.**

(a) If Lessee has contracted with the manufacturer of the Equipment to purchase the Equipment, Lessee hereby assigns exclusively to Lessor Lessee's right to purchase the Equipment. This assignment is effective when Lessee accepts the applicable Equipment Schedule and Lessor shall then be obligated to purchase and to pay for the Equipment. Other than the obligation to pay the purchase price for the Equipment, all responsibilities and limitations applicable to the customer or purchaser as referenced in the applicable manufacturer's purchase agreement (the "Purchase Agreement") shall apply to Lessee.

(b) If the Equipment is subject to a volume procurement amendment to the Purchase Agreement or to any other discount offering (a) Lessor will pay the same amount for the Equipment that would have been payable by Lessee, and (b) Lessee will remain responsible to the manufacturer for any late order change charges, settlement charges, adjustment charges or any other charges incurred under the volume procurement amendment or other discount offering.

6. **INSTALLATION, USE AND QUIET POSSESSION OF EQUIPMENT.**

(a) Lessee, at its own expense, will provide the required electric current to operate the Equipment and appropriate facilities to house and care for the Equipment as specified by the manufacturer.

(b) Any equipment, cards, disks, tapes or other items not specified in the Equipment Schedule(s) which are used on or in connection with the Equipment must meet the specifications of the manufacturer and shall be acquired by Lessee at its own expense.

(c) Lessee shall be entitled to unlimited usage of the Equipment without extra charge by Lessor.

(d) Lessee will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the locations stated in the applicable Equipment Schedule(s) without the prior written consent of Lessor (said consent not to be unreasonably withheld or delayed). The Equipment in any event shall not be removed outside of the continental United States.

(e) Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments are readily removable and do not reduce the value of the Equipment or interfere with the normal and satisfactory operation or maintenance of the Equipment or Lessee's ability to obtain and keep in force the maintenance contract required by Section 6(h) hereof. The manufacturer or other organization selected by Lessee to maintain the Equipment (the "Maintenance Organization") may incorporate engineering changes or make temporary alterations to the Equipment upon Lessee's request. All such alterations and attachments shall be and become the property of Lessor at the expiration or termination of this Lease, or at the option of Lessee, shall be removed and retained by Lessee provided the Equipment is restored, at Lessee's expense, to its original condition, reasonable wear and tear only excepted. Nothing contained in the foregoing shall be construed to require Lessee to return the Equipment in a condition greater than that required under subsection (i) below.

(f) So long as Lessee is not in default hereunder, Lessor, its successors and assigns, shall not interfere with or disturb Lessee's use or possession of the Equipment during the term of this Lease.

(g) Lessee, during the term of this Lease and at its expense, shall keep the Equipment in good working order and condition and shall require the manufacturer or the Maintenance Organization, as required under subsection (h) below, to make all necessary adjustments, repairs and replacements offered under the applicable maintenance agreement required under subsection (h). Lessee shall not use or permit the Equipment to be used in any manner or for any purpose for which, in the opinion of the manufacturer, the Equipment is not designed or reasonably suitable. Lessee shall comply with all governmental laws, rules and regulations in its use, maintenance, storage and operation of the Equipment. In case any additional or other equipment, appliance or alteration is required to be made or installed on any item of Equipment in order to comply with such laws, regulations, requirements and rules, Lessee agrees to make or install such equipment, appliance or alteration at its own cost and expense. For purposes of this Section, "good working order and condition" shall mean that Manufacturer or the Maintenance Organization will keep the Equipment in the condition provided by the manufacturer's warranty and following the expiration of the warranty period, the condition that the manufacturer or the Maintenance Organization is reasonably required to keep the Equipment under the maintenance agreement required under subsection (h) as long as the manufacturer or the Maintenance Organization is not in breach of the maintenance agreement which breach results in deterioration of the Equipment, ordinary wear and tear excepted.

(h) Lessee shall, during the term of this Lease and at its own expense, enter into and maintain in force a contract with the manufacturer or the Maintenance Organization covering each item of Equipment. Such contract shall commence upon expiration of the manufacturer's warranty period, if any, relating to such item of Equipment. Lessee shall furnish Lessor, from time to time upon Lessor's reasonable request, with a copy of such contract(s).

(i) At the termination of this Lease, Lessee shall, at its expense, return the Equipment to Lessor (at the location designated by Lessor within the Continental United States) in the operating condition as maintained by the manufacturer or the Maintenance Organization pursuant to subsection (h), reasonable wear and tear only excepted, with all engineering and safety changes prescribed by the manufacturer or the Maintenance Organization incorporated therein, provided such changes have been implemented pursuant to the maintenance agreement required under subsection (h). At such termination, Lessee shall, at its own expense, (A) if the Equipment was maintained by a Maintenance Organization pursuant to subsection (h) above, obtain a certification from the manufacturer that the Equipment is eligible for the manufacturer's standard maintenance agreement, or (B) if the Equipment was continuously maintained by the manufacturer pursuant to subsection (h) above, obtain a letter, to the extent available, confirming the same. If the Equipment does not reasonably meet such standards, Lessee shall require the manufacturer or the Maintenance Organization to repair the Equipment to meet such standards. The cost of such repairs shall in no case exceed the actual out of pocket costs of the repairs or the fair market value of the repairs, whichever is less, provided such repairs are reasonably necessary to return the Equipment to the operating condition described in this Section.

7. OWNERSHIP AND INSPECTION.

(a) Lessee shall have no interest in the Equipment other than the rights acquired as a lessee hereunder. The Equipment is and shall always remain separate identifiable personality. Lessee shall not permit any item of Equipment to be installed in, or used, stored or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in such item of Equipment paramount to the rights of Lessor by reason of such item of Equipment being deemed to be real property or a fixture thereon. Lessee shall, promptly upon request of Lessor, obtain a written acknowledgement from the owner and/or mortgagee(s) of the real property at which such item of Equipment is located that such owner and/or mortgagee(s) will not at any time assert any interest in such item of Equipment or that such item of Equipment constitutes part of such real property. Lessee shall, at Lessor's request, affix to the Equipment in a prominent place or places, tags, decals or plates furnished by Lessor, indicating Lessor's ownership and Lessee shall not permit their removal or concealment.

(b) Lessee shall keep the Equipment free and clear of all liens and encumbrances except liens or encumbrances arising through the actions or omissions of Lessor. LESSEE SHALL NOT ASSIGN OR OTHERWISE ENCUMBER THIS LEASE OR ANY OF ITS RIGHTS HEREUNDER OR SUBLEASE THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, except that Lessee, upon prior written notice to Lessor, may assign this Lease or sublease the Equipment to its parent or any subsidiary corporation, or to a corporation which shall have acquired all or substantially all of the property of Lessee by merger, consolidation or purchase. No assignment or sublease shall relieve Lessee of any of its obligations hereunder and any permitted sublease or assignment shall be by its terms expressly subject and subordinate to the terms of this Lease Agreement and the rights of the Lessor hereunder.

(c) Upon seven (7) days' prior written notice, Lessor or its agents shall have access to the Equipment at all reasonable times for the purpose of inspection of the Equipment and for any other purpose reasonably contemplated in this Lease.

8. WARRANTIES.

(a) Lessee represents, covenants and agrees that, at the Installation Date set forth in the applicable Equipment Schedule, it shall have (i) thoroughly inspected the Equipment, (ii) determined for itself that all items of Equipment are in good condition, working order and repair and are of a size, design, capacity and manufacture selected by it, and (iii) satisfied itself that the Equipment is suitable for Lessee's purposes. LESSOR LEASES THE EQUIPMENT AS IS AND, NOT BEING THE MANUFACTURER OF THE EQUIPMENT, THE MANUFACTURER'S AGENT OR THE SELLER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee, and Lessee waives any notice of month-to-month renewal rents. Lessee agrees to look solely to the manufacturer or to suppliers of the Equipment for any and all warranty claims and any and all warranties made by the manufacturer or the supplier of Lessor are hereby assigned to Lessee for the term of the applicable Equipment Schedule. Lessor hereby authorizes Lessee during the term of this Lease to assert all of Lessor's right, title and interest in, under and to any warranty in respect of the Equipment issued by the manufacturer thereof, and Lessor further agrees to execute and deliver such further instruments as may be reasonably necessary to enable Lessee to enforce such warranty. Lessee hereby assumes the sole responsibility for, and agrees that Lessor shall not be responsible for, the delivery, installation, maintenance, operation or service of the Equipment or for delay or inadequacy of any or all of the foregoing. Lessor shall not be responsible for any direct or consequential loss or damage resulting from the installation, operation, maintenance or use of the Equipment or otherwise.

(b) Lessee agrees that the statements and financial reports submitted by it to Lessor are material inducements to the execution by Lessor of this Lease, and Lessee warrants that such statements and reports are, and all information hereafter furnished by Lessee to Lessor will be, true and correct in all material respects as of the date submitted.

9. RISK OF LOSS ON LESSEE

(a) Following the Installation Date and until the Equipment is returned to Lessor as provided in this Lease, Lessee relieves Lessor of responsibility of all risks of physical damage to or loss or destruction of the Equipment, howsoever caused except for damage caused by Lessor. During the term of this Lease as to any Equipment Schedule, Lessee, at its own expense, shall keep in effect all risk and public liability insurance policies covering the Equipment designated in such Equipment Schedule. The public liability insurance shall be in the amount of not less than \$2,000,000. The all risk insurance policy shall insure against all risks of loss or damage from every cause whatsoever and shall be for an amount not less than the replacement cost of the Equipment. Lessor, its successors and assigns, shall be named as additional insureds and loss payees on such policies, as their interests may appear, which shall be written by an insurance company of recognized responsibility which is reasonably acceptable to Lessor. Evidence of such insurance coverage shall be furnished to the Lessor no later than the Installation Date set

forth in the Equipment Schedule(s) and, from time to time, thereafter as Lessor may reasonably demand. Such policies shall provide that no less than thirty (30) days written notice shall be given Lessor prior to cancellation of such policies for any reason.

(b) If any item of Equipment is rendered unusable as a result of any physical damage to, or loss or destruction of, the Equipment, or title thereto shall be taken by any governmental authority under power or eminent domain or otherwise, Lessee shall give to Lessor immediate notice thereof and this Lease shall continue in full force and effect without any abatement of rental unless such damage was caused by Lessor. Lessee shall determine, within fifteen (15) days after the date of occurrence of any such damage or destruction, whether such item of Equipment can be repaired. In the event Lessee determines that the item of Equipment cannot be repaired or such Equipment was lost, destroyed or title thereto taken, except in the event the Equipment is damaged by Lessor, Lessee, at its expense, shall promptly replace such item of Equipment with identical equipment and convey title to such replacement equipment to Lessor free and clear of all liens, claims, equities and encumbrances of every kind or nature whatsoever, and this Lease shall continue in full force and effect as though, subject to the provisions of Section 13 hereof, such damage, loss, destruction or taking of title had not occurred, except that the replacement equipment shall become Equipment for purposes of this Lease in lieu of the replaced Equipment. In the event Lessee determines that such item of Equipment can be repaired, Lessee shall cause such item of Equipment to be promptly repaired. All proceeds of insurance received by Lessor or Lessee under the policy referred to in the preceding paragraph of this Section shall be applied toward the cost of such repair or replacement.

(c) Alternatively, in lieu of replacing any item of Equipment pursuant to (b) above, and with the consent of Lessor, upon the occurrence of any such event of loss with respect to an item of Equipment, Lessee may pay or cause to be paid to Lessor, on the later of the next rental payment date or the date that is fifteen (15) days after the occurrence of such event of loss, in immediately available funds, (i) accrued rentals on a daily basis, if any, with respect to such Item of Equipment to the payment date, (ii) the Casualty Loss Value of such Equipment determined as of the date of such loss in questions pursuant to a "Table of Casualty Values" attached to the applicable Schedule and (iii) all other unpaid amounts due hereunder with respect to such Item of Equipment. At such time as Lessor has received the sum of (i), (ii) and (iii) above, the obligation of Lessee to pay rent hereunder with respect to such Item of Equipment shall terminate and Lessor will transfer to Lessee without recourse or warranty, "AS IS, WHERE IS", all of Lessor's right, title and interest, if any, in and to the Item of Equipment with respect to which such event of loss occurred.

(d) Lessee shall immediately notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

10. EVENTS OF DEFAULT AND REMEDIES.

The occurrence of any one of the following shall constitute an Event of Default hereunder (each, an "Event of Default"):

(a) Lessee fails to pay any installment of rent within ten (10) *business days* following the date on which Lessee receives written notice from Lessor (other than the original invoice) that such installment is past due;

(b) Lessee attempts to remove, sell, transfer, encumber, sublet or part with possession of the Equipment or any items thereof, except as expressly permitted herein;

(c) Lessee shall fail to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder and such failure shall continue uncured for (10) days after written notice thereof to Lessee by Lessor;

(d) Any representation or warranty made by Lessee herein or in any document or certificate furnished in connection herewith shall prove incorrect in any material respect;

(e) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; or

(f) Within thirty (30) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment, without Lessee's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

Upon the occurrence of an Event of Default, Lessor may at its option do any or all of the following: (i) by notice to Lessee terminate this Lease as to any or all Equipment Schedules; (ii) whether or not this Lease is terminated as to any or all Equipment Schedules, take possession of any or all of the Equipment listed on any or all Equipment Schedules, wherever situated, and for such purpose, enter upon any premises, or Lessor may cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease; (iii) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of all monies to be paid by Lessee during the remainder of the Initial Term or any successive period then in effect, discounted at the rate of three percent (3%) per annum, which payment shall become immediately due and payable; and (iv) sell, dispose of, hold, use or lease any Equipment as Lessor, in its sole discretion, may determine without (except as provided below) any duty to account to Lessee (and Lessor shall not be obligated to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar equipment owned or leased by Lessor). In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default.

In the event that Lessee shall have paid to Lessor the liquidated damages referred to in clause (iii) above and all other sums then due and payable, Lessor hereby agrees to pay Lessee, promptly after receipt thereof, all rentals or proceeds received from the reletting or sale of the Equipment to the extent such rentals or proceeds are attributable to the balance of the Initial Term (after deduction of all reasonably out-of-pocket expenses incurred by Lessor and, in the case of a sale, Lessor's or Assignee's reasonable residual interest as determined by Lessor or

Assignee in the Equipment as of the scheduled expiration of the Initial Term), said amount never to exceed the amount of the liquidated damages paid by Lessee. Lessee agrees that Lessor shall have no obligation to sell or lease the Equipment and shall not be required to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar equipment owned or leased by Lessor. Lessee shall in any event remain fully liable for reasonable damages as provided by law and for all reasonable costs and expenses incurred by Lessor on account of such default including, but not limited to, all court costs and reasonable attorneys' fees. Lessee further agrees that, in any event, it will be liable for any deficiency after any sale, lease or disposition by Lessor. The rights afforded Lessor hereunder shall not be deemed to be exclusive, but shall be in addition to any other rights or remedies provided by law. Lessor agrees to seek to mitigate its damages in a commercially reasonable manner.

11. **NET LEASE.**

Except as otherwise specifically provided in this Lease, it is understood and agreed that this is a net lease, and that, as between Lessor and Lessee, Lessee shall be responsible for all costs and expenses of every nature whatsoever arising out of or in connection with or related to this Lease or the Equipment (including, but not limited to, transportation in and out, transportation insurance, rigging, drayage, packing, installation and disconnect charges). Lessee hereby agrees that in the event that Lessee fails to pay or perform any obligation under this Lease, Lessor may, at its option, pay or perform said obligation and any payment made or expense incurred by Lessor in connection therewith shall become additional rent, which shall be due and payable by Lessee upon demand.

12. **ASSIGNMENT BY LESSOR.**

Lessee agrees that Lessor may transfer or assign all or part of Lessor's right, title and interest in, under or to the Equipment and this Lease and any or all sums due or to become due pursuant to any of the above, to any third party (the "Assignee") for any reason. Lessee agrees that upon receipt of written notice from Lessor of such assignment, Lessee shall perform all of its obligations hereunder for the benefit of Assignee and, if so directed, shall pay all sums due or to become due hereunder directly to the Assignee or to any other party designated by the Assignee. Lessee hereby covenants, represents, warrants and agrees that the Assignee shall be entitled to rely on the following covenants, representations and warranties: (i) Lessee's obligations to Assignee hereunder are absolute and unconditional and are not subject to any abatement, reduction, recoupment, defense, offset or counterclaim available to Lessee for any reason whatsoever including, without limitation, operation of law, defect in the Equipment, the condition, design, operation or fitness for use thereof or any loss, taking, destruction or interference with the use of the Equipment or any part thereof, failure of Lessor to perform any of its obligations hereunder or for any other cause or reason whatsoever; nor, except as otherwise expressly provided herein, shall this Agreement terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of any of the foregoing or for any other cause whether similar or dissimilar to the foregoing, it being the intention of the parties hereto that the Monthly Rental, additional rental, and all other sums payable by Lessee hereunder shall continue to be payable in all events and at the times herein provided; (ii) Lessee shall not look to Assignee to perform any of Lessor's obligations hereunder, (iii) Lessee will not amend or modify this Agreement without the prior written consent of the Assignee; and (iv) Lessee will send a copy to Assignee of each notice which Lessee sends to Lessor.

Upon receipt of notice of such assignment, Lessee agrees to execute and deliver to Lessor and Assignee an acknowledgement of, or consent to, assignment which may require Lessee to make certain reaffirmations as to some of the basic terms and covenants contained in this Lease. Nothing contained in such documentation required by Assignee shall be in derogation of any of the rights granted to Lessee hereunder. Notwithstanding such assignment: (i) Lessor shall not be relieved of any of its obligations hereunder; and (ii) the rights of Lessee hereunder shall not be impaired.

13. **TAX INDEMNITY.**

This Lease has been entered into, and the Equipment has been acquired by the Lessor, on the basis that Lessor and/or any persons, firms, corporations or other entities to which Lessor transfers or has transferred title to all or any portion of the Equipment (the "Owner") shall be entitled to such deductions, credits and other benefits as are provided to an owner of property (the "Tax Benefits:), including, without limitation, the accelerated cost recovery or depreciation deduction on the Equipment under various Sections of Internal Revenue Code of 1986 as amended from time to time (the "Code") based upon such depreciable lives, averaging conventions, methods of depreciation and other accounting methods as the Owner elects for tax purposes, and the deduction under Section 163 of the Code in the full amount of any interest paid or accrued by the Owner in accordance with the Owner's method of accounting for tax purposes with respect to any indebtedness incurred by the Owner in financing its purchase of the Equipment. (As used herein the term "Owner" includes Lessor in the event Lessor has not transferred title to all of the Equipment.) If as a result of any act or failure to act of Lessee or any physical damage to or loss, governmental taking or destruction of the Equipment, the Owner (a) shall lose, have recaptured or disallowed, or not be entitled to the full use of the Tax Benefits, or (b) shall have its tax increased or accelerated on account of recomputation or recapture of such Tax Benefits in any year or years pursuant to the provisions of the Code (each of the events referred to in (a) and (b) above being referred to as a "Loss"), then Lessee shall pay to the Owner, upon demand, a sum which, after deduction therefrom for all federal, state and local income taxes payable by the Owner with respect to the receipt of such sum, shall be sufficient to restore the Owner to substantially the same position the Owner would have been in had such Loss not been incurred after taking into account all relevant factors, including, without limitation, (i) the amount of the Tax Benefits so lost, recaptured, disallowed, recomputed or not so utilized, (ii) the increase or acceleration in the Owner's tax on account thereof, (iii) penalties, interest or other charges imposed on the Owner, (iv) differences in tax years involved, and (v) the Tax Benefits, if any, available to the Owner with respect to any replacement Equipment transferred to Lessor pursuant to Section 9(b) hereof. The provisions of this Section 13 shall survive the expiration or earlier termination of this Lease. For the purposes of this Section 13, a Loss shall occur upon the earliest of (1) the happening of any event which may cause such Loss, (2) the payment by the Owner to the Internal Revenue Service of the tax increase resulting from such Loss, or (3) the adjustment of the tax return of the Owner to reflect such Loss. To the extent not taken into account in computing the amount payable by Lessee with respect to any Loss, Lessor shall pay Lessee the amount of any savings in Federal income taxes when and to the extent realized by Lessor as a result of the Loss (such payments not to exceed in the aggregate the amount of any indemnity previously paid by Lessee

pursuant to this Section 13); provided, however, that if Lessor loses such tax savings subsequent to any payment to the Lessee with respect thereto, Lessee shall indemnify Lessor with respect to such loss pursuant to the provisions of this Section 13.

14. **INDEMNIFICATION.**

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person) and arising out of a claim by any third party, in any way relating to or arising out of this Lease or any documents contemplated hereby, or the performance or enforcement of any of the terms hereof, or in any way relating to or arising out of the Equipment or the acceptance, rejection, return, lease, possession, use, condition, operation, or disposition of the Equipment or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable); provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect of any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the active willful misconduct or negligence of the party otherwise to be indemnified hereunder. Lessee agrees that Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business.

15. **FAIR MARKET VALUE PURCHASE OPTION**

Provided that no Event of Default exists under the Lease, Lessee shall have the option to purchase any or all of the Equipment at the expiration of the Initial Term or any renewal term for a purchase price equal to the Fair Market Value of the Equipment at such point in time. Such option may be exercised by Lessee notifying Lessor not more than one hundred twenty (120) days or less than thirty (30) days prior to the expiration of the Initial Term or any renewal term then in effect. On the expiration date of the Initial Term or any renewal term, if Lessee has elected to purchase the Equipment, Lessee shall purchase from Lessor, and Lessor shall sell to Lessee, the Equipment on an AS IS, WHERE IS, BASIS, except that Lessor shall warrant title and that the Equipment is free and clear of all liens and encumbrances arising by or through the Lessor, except for taxes or other impositions for which Lessee is obligated to pay under the Lease.

For the purposes of this Purchase Option, "Fair Market Value" shall be defined as the purchase price that would be obtained in an arm's length transaction between a willing seller and a willing purchaser, neither under the compulsion to buy or sell. In the event Lessor and Lessee cannot agree upon the Fair Market Value, then such value shall be determined by an independent appraiser selected by Lessor but reasonably satisfactory to Lessee. The cost of such appraisal shall be borne equally by Lessor and Lessee.

16. **RENEWAL OPTION.**

Provided that no Event of Default exists under the Lease, Lessee shall have the option to renew any or all of the Equipment for a mutually agreeable length of time at the expiration of the Initial Term or any renewal term for a renewal rental equal to the Fair Market Rental Value of the Equipment at such point in time. Such option may be exercised by Lessee notifying Lessor not more than one hundred twenty (120) days or less than thirty (30) days prior to the expiration of the Initial Term or any renewal term then in effect.

For the purposes of this Renewal Option, "Fair Market Rental Value" shall be defined as the periodic rental commensurate with the term of the renewal that would be obtained in an arm's length transaction between a willing Lessor and a willing Lessee, neither under the compulsion to lease the subject Equipment. In the event Lessor and Lessee cannot agree upon the Fair Market Rental Value, then such value shall be determined by an independent appraiser selected by Lessor but reasonably satisfactory to Lessee. The cost of such appraisal shall be borne equally by Lessor and Lessee.

17. **MISCELLANEOUS.**

(a) Neither this Lease nor any consent or approval provided for herein shall be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Agreement shall be deemed to have been made in the State of New York and shall be governed in all respects by the laws of such state.

(b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment, and no covenant, condition or other term or provision may be waived or modified orally.

(c) All notices hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, to the address of the other party as set forth herein or to such other address as such party shall have designated by proper notice. All notices to Lessee shall be sent with a copy to Senior Counsel – Technology Transactions.

(d) This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns (including any subsequent assignee of Assignee).

(e) The sale of a material portion of Lessee's assets, or the change in effective control of Lessee's voting capital stock or partnership or membership interests, shall first require either 1) the consent thereto of Lessor, such consent not to be unreasonably withheld, or 2) the prepayment of Lessee's obligations hereunder.

(f) If any term or provision of this Lease or the application thereof to any person is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(g) No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver by Lessor or Lessee of any breach of any obligation of Lessee or Lessor shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor's knowledge of such prior existing breach at the time of

acceptance of such rental payments. The rights afforded Lessor and Lessee under this Paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

(h) Lessor is hereby authorized by Lessee to cause this Lease or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment and Lessee agrees to execute and deliver, as applicable, all such instruments at the request of Lessor and that Lessor may execute and deliver such instruments for and on behalf of Lessee, as applicable.

(i) In the event that the Installation Date does not occur within forty-five (45) days of the Projected Installation Date (as set forth in the applicable Equipment Schedule) then Lessor, at its option, may terminate the applicable Equipment Schedule and this Lease (to the extent that it applies to said Equipment Schedule), and any obligations with respect to any Purchase Agreement between Lessee and the manufacturer that were assumed by Lessor shall revert to and shall be re-assumed by Lessee.

(j) In the event of any conflict between the terms and conditions of this Lease Agreement and the terms and conditions of any Equipment Schedule(s) and Rider(s) thereto, the terms and conditions of such Equipment Schedule(s) or Rider(s) shall prevail.

(k) If Lessee should cease to be a publicly traded company, then each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor, upon Lessor's reasonable request, a copy of Lessee's annual audited financial statements within a reasonable time after said statements are available.

(l) The obligations which Lessee is required to perform during the term of this Lease shall survive the expiration or other termination of this Lease, but only to the extent that such obligations remain unperformed as of the expiration or termination of this Lease.

(i) Each Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but there shall be only one executed original of each Equipment Schedule which shall be marked "Original" (the "Original") and all other counterparts shall be marked "Duplicate". To the extent, if any, that an Equipment Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code), no security interest in the Equipment Schedule may be created through the transfer or possession of any counterpart other than the Original of the Equipment Schedule accompanied by an Original or certified copy of the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ACCEPTED BY: LESSOR: TEQLEASE, INC.	PROPOSED BY: LESSEE: «LESSEE»
BY: _____	BY: _____
NAME & TITLE: Michael P. Lockwood, President	NAME & TITLE: «Signator_Name», «Title»
DATE: _____	DATE: «Schedule_Date»

**USE THIS CERTIFICATE OF SIGNATURE AUTHORITY IF DEAL IS UNDER \$150,000.00/Marriott Brand Signer
OTHERWISE DELETE**

CERTIFICATE OF SIGNATURE AUTHORITY**

I hereby certify to Lessor that I am the General Manager of «Lessee» and that as such, pursuant to action by the Board of Directors of «Lessee», I have the authority to execute the Lease Agreement and all ancillary documents on behalf of the Lessee and that the signatures that appear on such documents are original and genuine.

BY: _____ NAME & TITLE (printed) «Signator Name», «Title»

(THE CERTIFICATE OF SIGNATURE AUTHORITY IS TO BE EXECUTED BY AN AUTHORIZED PERSON DIFFERENT
FROM THE SIGNER OF THE LEASE OR RENTAL AGREEMENT, THIS SCHEDULE, AND RELATED DOCUMENTS.)**



Certificate Of Signature Authority

The undersigned, Secretary/Assistant Secretary of «Lessee», a «Incorporation_State» corporation (hereinafter "Corporation"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting Secretary/Assistant Secretary of the Corporation and is charged with maintaining the records, minutes and seal of the Corporation.

2. That pursuant to the Corporation's By-Laws, as amended, the following named person(s) was/were designated and appointed to the office(s) indicated below, and that said person(s) does/do continue to hold such office(s) at this time, and the signature(s) set forth opposite the name(s) are genuine signatures.

NAME	SIGNATURE	TITLE
«Signator_Name»		«Title»

3. That pursuant to the Corporation's By-Laws, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the person(s) designated to serve in the above-entitled capacity was/were given sufficient authority to act on behalf of and to bind the Corporation with respect to transactions involving the equipment leasing and financing, including without limitation the sale and lease back of such equipment, and that the execution by said person(s) of documents related to such transactions, including without limitation Commercial Finance Agreements, Equipment Finance Agreements, and Equipment Schedules thereto, constitute a legally binding and enforceable obligation of the Corporation.

4. That pursuant to the Corporation's By-Laws, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Corporation and that he/she has so executed this certificate as of the date of execution of the Commercial Finance Agreement.

A facsimile or Electronic copy of this Agreement with signature shall be considered to be an original.

BY: _____

NAME: «Incumbent_Name»

TITLE: «Incumbent_Title»



Table Of Casualty
Loss Values

TABLE OF CASUALTY LOSS VALUES
FOR EQUIPMENT SCHEDULE NO. «Schedule_Number»
TO LEASE AGREEMENT DATED «ML_DATE»
BETWEEN TEQLEASE, INC., AS LESSOR
AND «LESSEE», AS LESSEE

The Casualty Value of each item of Equipment shall be determined by multiplying the Lessor's original equipment cost by the percentage amount shown below which corresponds with the month during the initial term in which the determination was made:

Rental Payment Number	Casualty Value (%)	Rental Payment Number	Casualty Value (%)	Rental Payment Number	Casualty Value (%)
1	107	21	76	41	45
2	105.45	22	74.57	42	43.45
3	103.9	23	72.9	43	41.9
4	102.35	24	71.35	44	40.35
5	100.8	25	69.8	45	38.8
6	99.25	26	68.25	46	37.25
7	97.7	27	66.7	47	35.7
8	96.15	28	65.15	48	34.15
9	94.6	29	63.6	49	32.33
10	93.05	30	62.05	50	30.51
11	91.5	31	60.5	51	28.69
12	89.95	32	58.95	52	26.87
13	88.4	33	57.4	53	25.05
14	86.85	34	55.85	54	23.23
15	85.3	35	54.3	55	21.41
16	83.75	36	52.75	56	19.59
17	82.2	37	51.2	57	17.77
18	80.65	38	49.65	58	15.95
19	79.1	39	48.1	59	14.13
20	77.55	40	46.55	60 and there after	12.27

ACCEPTED BY:
LESSOR: TEQLEASE, INC.

PROPOSED BY:
LESSEE «LESSEE»

BY: _____
NAME & TITLE: Michael P. Lockwood, President

BY: _____
NAME & TITLE: «Signator_Name», «Title»

DATE: _____

DATE: «Schedule_Date»



Certificate Of Delivery And Acceptance
Schedule No. «Schedule_Number»

LESSOR: **TEQLEASE, INC.**
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

LESSEE: «LESSEE»
«Lessee_Address»
«City_State_Zip»

LEASED EQUIPMENT		
Item #	Model/Description	Qty
	«Vendor»: «Vendor_Address», «Vendor_City_State_Zip»	
	EQUIPMENT DESCRIPTION	

Reference is made that certain Master Lease Agreement dated «ML_Date» by and between TEQLEASE, INC., as Lessor, and «LESSEE», as Lessee.

The undersigned hereby acknowledges receipt in good condition and accepts as satisfactory all of the following Equipment and certifies that such Equipment has been properly installed and has been accepted by Lessee for leasing under the Master Lease Agreement and applicable Equipment Lease Schedule, that such Equipment has become subject to and governed by the provisions of the Master Lease Agreement and applicable Equipment Lease Schedule, and that Lessee is obligated to pay the rentals and all other sums provided for in the applicable Equipment Lease Schedule with respect to such Equipment subject to the terms and conditions of the Master Lease Agreement and the Equipment Lease Schedule.

The Delivery and Acceptance Date in respect to such Equipment is _____.
As of the Delivery and Acceptance Date the Lessee has obtained, and therefore are in full force and effect, such insurance policies with respect to each item of the Equipment accepted hereto as are required to be obtained under the terms of the Lease.

The Commencement Date is «Commencement_Date».

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN SCHEDULE NO. «SCHEDULE_NUMBER», THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS AND SUPERSEDES THE SCHEDULE AND IS HEREBY INCORPORATED BY REFERENCE THEREIN. THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS EQUIPMENT SCHEDULE NO. «SCHEDULE_NUMBER» TO THE EXTENT OF THE INFORMATION HEREIN CONTAINED.

IN WITNESS WHEREOF, the undersigned has executed this Delivery and Acceptance Receipt as of the Delivery and Acceptance Date set forth above.

LESSEE: «LESSEE»

BY: _____
NAME &
TITLE: «Signator_Name», «Title»

DATE: «Schedule_Date»



AUTHORIZATION AGREEMENT FOR PREAUTHORIZED DEBIT PAYMENTS

COMPANY NAME: «Lessee»

LEASE NUMBER: «ML_Number»-«Schedule_Number» RENTAL PAYMENT: \$«Rent» («Plus_or_Includes_tax» applicable taxes)

TAX ID NUMBER: _____

We hereby authorize TEQlease, Inc., and/or its assigns ("TEQlease"), to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to our checking, or other account indicated below and the depository named below, hereinafter called "DEPOSITORY," to debit and/or credit the same to such account. This authorization is for all payments due under the Lease, which will be debited _____ on or after the first day of the month, commencing on _____ until the Lease is paid in full or earlier, including payments due as a result of default under subject contract, and any other amounts we may owe under the lease.

BANK NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TRANSIT/ABA NO: _____

ACCOUNT NO: _____

This authority is to remain in full force and effect until TEQlease and Depository have received, not less than ten (10) business days prior, written notification from us of termination of this authorization so as to afford TEQlease and Depository a reasonable opportunity to act on the termination. As noted above, in the event of default of our obligations to TEQlease, we have authorized debit to our account for the full accelerated amount due in accordance with our relevant agreement with TEQlease.

LESSEE: «LESSEE»

BY: _____

NAME & TITLE: «Signator_Name», «Title»

DATE: «Schedule_Date»



Insurance Form
Schedule No. «Schedule_Number»

INSURANCE AGENT _____
ADDRESS _____
TELEPHONE NO. _____ EMAIL. _____
CONTACT _____ POLICY NO. _____

Re: «Lessee» Schedule «ML_Number»-«Schedule_Number»

Gentlemen:

TEQlease, Inc. is about to enter into a Lease with the above referenced lessee. In accordance with our Lease, the lessee is responsible to provide insurance pertaining to the subject leased equipment, as follows:

- A) The Equipment must have "Special Form" coverage that includes theft, and for not less than the full replacement value of \$«OEC» with a deductible not to exceed \$1,000.00.
- B) Third Party liability and property damage insurance providing \$1,000,000.00 combined single limit, bodily injury and property damage coverage relative to the leased equipment.

TEQlease, Inc., 23801 Calabasas Road, Suite 101, Calabasas, CA 91302 and ITS SUCCESSORS AND/OR ASSIGNS shall be named as the loss payee and additional insured on the above described insurance.

As indicated by their signature below, the debtor has authorized TEQlease to:

- 1) Discuss the required insurance with your company; and,
- 2) Authorize and instruct you, or any other insurance company, to provide such insurance as is required by our Finance Agreement, at our sole discretion and without obligation on our part; and,

We respectfully request that you immediately provide the herein required insurance and provide proof of coverage to us by **forwarding a copy of a Certificate of Insurance by email or fax, with the original being sent by mail to our Lender at the address indicated above.** Additionally, should the subject insurance be cancelled or modified before the expiration date, you must give us 30 days notice.

Sincerely,

LESSEE: «LESSEE»

BY: _____
NAME & TITLE: «Signator_Name», «Title»

DATE: «Schedule_Date»



23801 Calabasas Road, Suite 101
 Calabasas, CA 91302
 (844) 222-1006

Invoice

Date	Invoice No.
«Schedule_Date»	«Invoice_Number_1»

Bill To
Accounts Payable «Lessee» «Lessee_Address» «City_State_Zip»

Billing Period
ENTER DATE

Page 1

Lease Number:	Description: «Invoice_Description»	
«ML_Number»-	Location: «City_State_Zip»	
«Schedule_Number»	Other: VEND: 527230. Loc ID: T23801CC	
	Other: Marsha Code: «Marsha_Code»	
Payment Due	Upon Receipt	\$«Rent»
Tax Due		\$«Sales_Tax»

Invoice Total	\$«Invoice_Total»
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PLEASE REMIT TO:

TEQlease, Inc.
23801 Calabasas Road, Suite 101
Calabasas, CA 91302



23801 Calabasas Road, Suite 101
 Calabasas, CA 91302
 (844) 222-1006

Invoice

Date	Invoice No.
«Schedule_Date»	«Invoice_Number_2»

Bill To
Accounts Payable «Lessee» «Lessee_Address» «City_State_Zip»

Billing Period
ENTER DATE

Page 1

Lease Number: «ML_Number»- «Schedule_Number»	Description: «Invoice_Description» Location: «City_State_Zip» Other: VEND: 527230. Loc ID: T23801CC Other: Marsha Code: «Marsha_Code»
Payment Due Tax Due	Upon Receipt \$«Rent» \$«Sales_Tax»

Invoice Total	\$«Invoice_Total»
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