

«Contact»

«Debtor»

«Debtor_Address_1»

«Debtor_Address_2»

Dear «Contact»

TEQlease, Inc. is pleased to assist «Debtor» with financing for equipment supplied by «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. As used in these documents, «Debtor» is the Debtor, and TEQlease, Inc. is the Creditor. The documentation includes the following, all of which should be signed by an individual authorized by your company. The documents should be completed via DocuSign.

Please sign and date the following documents where indicated:

- Invoice.
- Commercial Finance Agreement No. «CFA_».
- Schedule "A".
- Disbursement Authorization Certificate.
- Guarantee - Personal.
- Guarantee - Corporate.
- Certificate of Signature Authority.
- Authorization Agreement for Preauthorized Debit Payments (ACH Agreement).
- Insurance – if you prefer you may contact you agent directly and have the insurance certificates sent directly to TEQlease.
- Early Funding Authorization.

Please upload a copy of the following

- The Driver's License of all person(s) signing the documents.
- A voided Debtor check for the ACH agreement.

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

Sincerely,



Kyle Fleming
Finance Manager



Invoice

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
Phone: 818/222-1006 Fax: 818/222-1516

Date	Invoice No.
«Invoice_Date»	«Invoice_Number»

Bill To
«Debtor» «Debtor_Address_1» «Debtor_Address_2»

Billing Period
Front Monies

CFA Number: «CFA_»	Description: «Equipment_Desc» Location: «Equipment_Location» Contact: «Contact», «email», «Phone»	
Payment Due Upon Receipt		
	First Payment	\$«First_Payment_Amount»
	Last Payment	\$«Last_Payment_Amount»
	Down Payment	\$«Down_Payment»
	Documentation Fee	\$«Doc_Fee»
	Equipment Inspection Fee	\$«Site_Fee»
Invoice Total		\$«Inv_Total»

In order to expedite the equipment order, we authorize TEQlease, Inc. to process an ACH transaction from the account associated with the attached voided check, for the invoice total above.

DEBTOR: «Debtor»

BY: _____

NAME: «Signator_Name»

TITLE: «Signator_Title»

DATE: _____

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

DEBTOR: «Debtor»
«Debtor_Address_1»
«Debtor_Address_2»

BASIC TERMS:

TERM OF AGREEMENT:	«Term» Months	Equipment Cost:	\$«Equipment_Cost»
MONTHLY PAYMENT:	\$«Rent» per month (Includes applicable taxes)	Shipping:	\$«Shipping»
DOWN PAYMENT:	\$«Down_Payment» (Includes applicable taxes)	Installation:	\$«Installation»
BALLOON PAYMENT:	\$«Balloon_Payment»	Taxes:	\$«Taxes»
FIRST & LAST MONTHLY PAYMENTS:	\$«First_Last»	Subtotal:	\$«Subtotal»
PROCESSING FEES:	\$«Processing_Fees»	Down Payment:	\$«Down_Payment»
TOTAL DUE UPON EXECUTION:	\$«Front_Monies_Due»	TOTAL ADVANCE:	\$«Total»
COLLATERAL DESCRIPTION:	«Equipment_Desc» (As described in Schedule "A")		
COLLATERAL LOCATION:	«Equipment_Location»	COUNTY:	«County»
DEBTOR CONTACT/TELEPHONE:	«Contact», «Phone», «email»		

THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY CREDITOR AND IS IRREVOCABLE AND NON-CANCELABLE BY DEBTOR

1. SECURITY AGREEMENT: Debtor hereby grants Creditor a security interest under the Uniform Commercial Code in the above described property or as further described in the Collateral Schedule attached to this Agreement as Schedule "A" and made a part hereof (collectively the "Collateral" and individually an "Item" or "Item of Collateral"). Such security interest is granted to secure performance by Debtor of the obligations set forth in this agreement ("Agreement") and under any other present or future agreements with Creditor. Debtor shall insure that such security interest is and shall remain a sole first lien security interest. This Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties.

2. NON-CANCELABLE AGREEMENT; PREPAYMENT; NO OFFSET: THIS AGREEMENT IS NON-CANCELABLE BY DEBTOR FOR ANY REASON WHATSOEVER. DEBTOR MAY PREPAY THE INSTALLMENT PAYMENTS ONLY IN ACCORDANCE HEREWITH. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITHOUT OFFSET. Advance payments, fees and deposits accepted from Debtor upon Debtor's execution of this Agreement are nonrefundable and shall be deemed earned by Creditor as consideration for the services of Creditor.

3. FINANCING: THIS AGREEMENT IS SOLELY A FINANCING AGREEMENT. CREDITOR HAS HAD NO INVOLVEMENT IN THE SELECTION OR PURCHASE OF AND HAS MADE AND HEREBY MAKES NO AGREEMENT, REPRESENTATION OR WARRANTY AS TO ANY ITEM OF COLLATERAL. This Financing, and any advances made during the Financing Commitment Period, are further subject to, among other requirements outlined herein, there being no material or adverse change in the Company's credit or financial condition on which such approval decision was based.

4. ALTERATIONS; SECURITY INTEREST COVERAGE: Without Creditor's prior written consent, Debtor shall not make any alterations, additions or improvements to an Item of Collateral which detract from its economic value or functional utility. All additions and improvements made to an Item shall be deemed accessions thereto, and shall not be removed if removal would impair the Item's economic value or functional utility. Creditor's security interest shall cover all modifications, accession, additions to and replacements and substitutions for the Collateral. Debtor will not make any replacements or substitutions without Creditor's prior written consent.

5. PAYMENTS: Debtor shall repay Creditor the above "Total Advance" plus interest, by remittance of the number of Monthly Payments during the Term of Agreement shown in the Basic Terms section above, monthly, on or before the established due date ("Due Date"), without any deduction or set off for any reason whatsoever. The Commencement Date shall be the first Due Date of the Term of Agreement. If a Balloon Payment is a component of the Basic Terms, it shall be paid on the Due Date next following the date the last monthly payment is scheduled to be due. Payments shall be payable at the office of Creditor, or to such other person and/or at such other place as Creditor may designate. Creditor may apply remittances received to unpaid payment installments and/or charges on a due date basis, with payments received being applied to the oldest unpaid installment. Debtor shall pay a late charge to Creditor at the rate of fifteen cents (\$.15) per one dollar (\$1.00) of each delinquent payment if the payment is not received on or before the due date. If Debtor's delinquency requires additional collection efforts, or for each dishonored check or other returned payment, a charge will be assessed in accordance with Creditor's collection fee schedule. In addition to regular monthly payments, Debtor shall pay to Creditor pro rata payments, to the extent funds are advanced to its equipment vendor or otherwise prior to the Commencement Date and the first Due Date. Payment of all obligations hereunder are required to be made by electronically withdrawing funds from the obligor's bank account, and authorization is hereby given to obligee or its assignee for debits from this account, on, or if past due after, the scheduled due date of each payment or other amounts due and owing hereunder.

6. ASSIGNMENT. Creditor and its assigns may assign this Agreement without notice to or consent of the Debtor. Any such assignee shall succeed to all rights of the Creditor hereunder, and such assignee's rights shall be free from all defenses, set-offs, claims, actions, causes of action, or counter-claims of any kind which Debtor may be entitled to assert against Creditor. No assignee shall assume the obligations of the Creditor hereunder and Debtor waives the right to assert any such defense, set-off, action claim, and cause of action or counter-claim against any such assignee. Debtor shall not sell, transfer, assign, mortgage or hypothecate this Agreement or any interest or obligation herein without the prior written consent of Creditor, and any such transfer or assignment without such consent shall be void.

7. SECURITY DEPOSITS. The security deposit is payable upon execution by Debtor and is non-interest bearing and is to secure Debtor's performance under this Agreement. Any security deposit made may be applied by Creditor to satisfy any amount owed by Debtor, in which event Debtor will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided Debtor has not ever been in default of this Agreement, the security deposit will be refunded to Debtor. The security deposit can be commingled with Creditor's other funds and is non-interest bearing.

8. USE; LOCATION; MAINTENANCE OF COLLATERAL. Debtor represents the Collateral will be used only for business or commercial purposes and not for personal, family or household purposes. Creditor may inspect the Collateral at any time. Debtor shall at its own expense keep the Collateral in good condition and repair, housed in suitable shelter, and shall not lease, rent, sell, pledge, encumber or otherwise dispose of the Collateral or any accessories attached thereto. Debtor shall cause the Collateral to be maintained and serviced in accordance with the recommendations of the manufacturer. Each Item shall be used and operated in a careful and proper manner and in compliance with all applicable governmental regulations, requirements of insurance policies carried hereunder and all manufacturer's instructions and warranty requirements. The Collateral shall remain in the possession and control of the Debtor and shall not be removed from the location identified above, without Creditor's written consent. Collateral required to be registered under applicable state vehicle laws shall not be removed from the state of registration without Creditor's written consent. Debtor shall cause an Item of Collateral subject to title registration laws to be titled as directed by Creditor. Debtor shall advise Creditor promptly as to any necessary retitling. Debtor shall cause all documents of title to be furnished Creditor within twenty (20) days of the date on any titling effected by Debtor.

9. INSURANCE. Debtor assumes the entire risk of loss or damages to the Collateral and no such loss shall relieve Debtor of its obligations under this Agreement, whether or not insured. Debtor will promptly notify Creditor in writing of any loss or damage and Debtor will then pay Creditor the total of all unpaid Agreement payments for the full Agreement term, discounted to present value at two percent (2%) per year. Debtor shall at its expense keep the Collateral insured against all risks of loss from any cause whatsoever for not less than the unpaid balance of the Agreement payments due hereunder or one hundred percent (100%) of the then current value of the Collateral, whichever is higher and further, Debtor will obtain a general public liability policy covering both personal injury and property damage in the amount Creditor requests, and will name Creditor as additional insured. Creditor shall be named as sole loss payee in the policies insuring the Collateral, and any designated Creditor assignee shall be named as additional insured. Each policy shall expressly provide that such insurance shall not be invalidated by any acts of omission or neglect of Debtor and cannot be canceled without thirty (30) days prior written notice to Creditor. Debtor shall furnish Creditor a Certificate of Insurance and copy of each such policy reflecting the coverage required by this paragraph on or before commencement date of Agreement. At the option of Creditor, the proceeds of such insurance, including return of premium, shall be applied toward the replacement or repair of the Collateral or the payment of obligations of Debtor hereunder. Debtor appoints Creditor as Debtor's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on the Collateral. If Debtor fails to maintain the insurance required by this paragraph, Creditor may, but is not obligated to, secure insurance on the Collateral in such form and amount as Creditor deem reasonable to protect Creditor's interests. Debtor understands that, if Creditor secures insurance on the Collateral the insurance may not name Debtor as an insured and may not fully protect Debtor's interests. Debtor agrees that, if Creditor secures insurance on the Collateral, Debtor will pay an insurance charge that may be substantially higher than the premium that Debtor would pay if Debtor placed said insurance independently. **Debtor agrees that, in addition to the premium, the insurance charge Debtor is required to pay Creditor will include an interest charge, administrative and processing fees, which will result in profit to Creditor and its agents.** All sums so incurred or expended by Creditor shall be without demand immediately due and payable by Debtor.

10. TAXES AND FEES. Debtor shall use, operate and maintain the Collateral in accordance with all laws; pay all licensing and registration fees for the Collateral; keep the same free of levies, liens and encumbrances; pay all personal property taxes assessed against the Collateral; pay all other taxes, assessments, fees, charges and penalties which may be levied or assessed on or in respect to the Collateral or its use or any interest therein, or payments thereon including but not limited to all federal, state and local taxes, however designated, levied or assessed upon the Debtor and Creditor or either of them or the Collateral, or upon the sale, ownership, use or operation thereof. If Creditor pays any of the above for Debtor, Debtor agrees to reimburse Creditor and to pay Creditor a processing fee for each payment Creditor makes on behalf of Debtor. Debtor also acknowledges that in addition to the payments, Creditor may assess and Debtor may be required to pay additional taxes and/or fees. Such fees may not only cover Creditor's costs, they may also include a profit.

11. DEFAULT. Each of the following occurrences shall constitute an "Event of Default" under this Agreement: (a) the failure of Debtor to pay any payment or other amount required hereunder when due; (b) the failure of Debtor to perform any other obligation hereunder or observe any other term or provision hereof; (c) any representation or warranty made to Creditor by Debtor or by any Guarantor which is false in any material respect when made; (d) any levy, seizure or attachment or other involuntary transfer of the Collateral or any collateral for this Agreement; (e) an assignment for benefit of creditors or bulk transfer of assets by, or insolvency, cessation of business, termination of existence, death or dissolution of, Debtor or any Guarantor; (f) If the assets of Debtor or Guarantor are subject to a writ of attachment, execution or receivership and such levy or lien is not released within 10 days; (g) If Debtor or Guarantor default under the terms of any other contract or agreement with Creditor; (h) If Debtor or Guarantor are in default of any other credit or other obligation in excess of \$10,000; (i) If Creditor in good faith deems itself to be insecure; (j) If any other person or entity contends it is the owner of the Collateral or has lien priority as to the Collateral. As used herein, the term "Guarantor" shall include any guarantor of this Agreement and any owner of any property given as security for Debtor's obligations hereunder. Debtor may have more than one obligation to Creditor, and a default on any obligation constitutes a default as to all. Any collateral held as security of one obligation is security for all obligations of Debtor to Creditor.

12. REMEDIES; DAMAGES. On the occurrence of an Event of Default, Creditor may exercise any one or more of the following remedies without demand or notice to Debtor and without terminating or otherwise affecting Debtor's obligations hereunder: (i) declare the entire balance of payments for the remaining term of this Agreement to be immediately due and payable; (ii) require Debtor to assemble the Collateral and make it available to Creditor at a place designated by Creditor which is reasonably convenient to both parties; (iii) take and hold possession of the Collateral and render the Collateral unusable, and for this purpose enter and remove the Collateral from any premises where the same may be located without liability to Debtor for any damage caused thereby; (iv) sell or lease the Collateral or any part thereof at public or private sale for cash, on credit or otherwise, with or without representations or warranties, and upon such terms as shall be acceptable to Creditor; (v) use and occupy the premises of Debtor for the purpose of taking, holding, reconditioning, displaying, selling or leasing the Collateral, without cost to Creditor or liability to Debtor; (vi) demand, sue for and recover from Debtor all sums due hereunder, including the sum of (a) delinquent Agreement payments together with interest thereon at the higher of the rate of one and one half (1.5%) percent per month, or the maximum allowable by law, (b) any unamortized brokerage commission, (c) the Agreement payments to become due in the future discounted to present value as of the date of entry of judgment at a rate equal to two percent (2%) simple interest, and (d) all costs incurred by Creditor in retaking, protecting and disposing of the Collateral, including reasonable legal fees and costs. Debtor shall be entitled to a credit for net present value of any proceeds received by Creditor upon sale or lease of the Collateral. Debtor shall be obligated to pay to Creditor or its assignee any and all attorney's fees and costs incurred by Creditor or its assignee in the event of litigation or otherwise in the Federal, State or Bankruptcy Courts where the Creditor has to enforce the Agreement or protect its Collateral or any collateral for any reason.

13. LITIGATION EXPENSES. Debtor shall pay Creditor, or its assignee, its costs and expenses not offset as provided in paragraph 12, including repossession and attorney's fees and court costs, incurred by Creditor in enforcing this Agreement. This obligation includes the payment of such amounts whether an action is filed and whether an action which is filed is dismissed. Creditor may assign, pledge or otherwise transfer any of its rights hereunder without notice to Debtor. If Debtor is given notice of any such assignment, Debtor shall acknowledge receipt thereof in writing and shall thereafter pay any amounts due hereunder as directed in the notice. The rights of an assignee to amounts due hereunder shall be free of any claim or defense Debtor may have against Creditor, and Debtor agrees not to assert against an assignee any claim or defense which Debtor may have against Creditor.

14. ADVANCES; INTEREST. All advances made and costs incurred by Creditor to preserve the Collateral or to discharge and pay any taxes, assessments, fees, penalties, liens or encumbrances thereon or to insure the Collateral shall be added to the unpaid balance of payments due hereunder and shall be repayable by Debtor to Creditor immediately together with interest thereon at the rate of one and one half (1.5%) percent per month, or the maximum allowable by law, whichever is less, until paid.

15. INDEMNITY. Debtor shall, at its sole expense, indemnify, hold harmless and defend Creditor and its agents and employees against any and all claims, actions, causes of action, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and court costs, arising out of, resulting from or relating to this Agreement. While it is not anticipated that Creditor shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim. Debtor shall give Creditor prompt written notice of any claims or liability covered by this paragraph. Indemnities under this paragraph shall survive the satisfaction Debtor's obligations herein and the termination of this Agreement.

16. SECURITY INTEREST RELEASE: At such time as there is no outstanding obligation secured hereby (including obligations under other agreements contemplated under paragraph 1) Creditor shall provide Debtor such termination statements related to the Collateral as Debtor shall reasonably request in writing. Debtor shall be responsible for the filing of each such termination statement.

17. WAIVER. The failure of the Creditor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Debtor at any time designated, shall not be a waiver of any such default or right to which the Creditor is entitled, nor shall it in any way affect the right of the Creditor to enforce such provisions thereafter. The Creditor may exercise all remedies simultaneously, pursuant to the terms hereof, any such action shall not operate to release the Debtor until the full amount of the payments due and to become due and all other sums to be paid hereunder have been paid.

18. MODIFICATIONS; NO AGENCY. Debtor acknowledges that no supplier of an Item or any intermediary nor any agent of either is an agent of Creditor and further that none of such parties is authorized to waive, alter, amend, modify, revoke, or rescind the terms of this Agreement except by a writing signed by both the Creditor and the Debtor. All other prior and/or contemporaneous oral and written agreements are merged herein. This is a final expression of the agreement between Creditor and Debtor.

19. MISCELLANEOUS. To the extent any provision of this Agreement may be determined to be invalid or unenforceable, it shall be ineffective without affecting the other provisions of this Agreement. All obligations of the Debtors shall be joint and several. This Agreement shall be binding upon the parties, its/their successors, legal representatives and assigns. The obligations and liabilities of Debtor arising under this Agreement shall survive the expiration or earlier termination of this Agreement. Debtor hereby waives any statute of limitations with respect to Creditor commencing any action against Debtor arising out of this Agreement and/or any agreements entered into in connection with this Agreement. Any provision declared invalid shall be deemed severable from the remaining provisions which shall remain in full force and effect. Time is of the essence of this Agreement. The obligations of Debtor shall survive the release of the security interest in the Collateral. Debtor agrees to furnish Creditor upon request, current financial statements and tax returns for itself and any guarantor of this Agreement, and such other information as Creditor may, from time to time, reasonably request. 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, at Lessor's option 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.

20. CHOICE OF LAW, JURISDICTION. This Agreement, and all actions or proceedings in connection with this Agreement and related schedules, shall be governed and interpreted in accordance with the laws of the State of California. Debtor irrevocably consents to the jurisdiction of the State of California, County of Los Angeles, or any other location determined at the sole discretion of Creditor or its assignee reasonably related to this Agreement transaction or any jurisdiction where any assignee of the Agreement has its principal place of business, and may commence an action in any court having jurisdiction over the subject matter and parties to the transaction. CREDITOR, DEBTOR AND ANY ASSIGNEE KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A JURY TRIAL.

21. COUNTERPARTS and ELECTRONIC SIGNATURES. This Agreement and all ancillary documents may be transmitted and/or signed by facsimile or digital signature and/or transmission. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. This agreement and all ancillary documents may be transmitted and/or signed by facsimile or digital signature and/or transmission. The effectiveness of any such signatures shall have the same force and effect as manually-signed originals and shall be binding on all parties to this agreement. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

CREDITOR: TELEASE, INC.

DEBTOR: «Debtor»

BY: _____

BY: _____

NAME: Michael Lockwood

NAME: «Signator Name»

TITLE: President

TITLE: «Signator Title»

DATE: _____

DATE: _____



Schedule "A"
Collateral Schedule
«CFA_»

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

DEBTOR: «Debtor»
«Debtor_Address_1»
«Debtor_Address_2»

THIS SCHEDULE is attached to and made a part of that certain Commercial Finance Agreement, Number «CFA_» between TEQlease, Inc., as *Creditor*, and «Debtor», as *Debtor*.

COLLATERAL LOCATION: «Equipment_Location»

Part #	Description	Qty
	«Vendor»	
	INSERT EQUIPMENT DESCRIPTION	

Debtor hereby certifies that the description of personal property set forth above constitutes an accurate account of the Collateral, as such is defined in the Commercial Finance Agreement of which this Schedule is a part.

CREDITOR: TEQLEASE, INC.

BY: _____

NAME: Michael Lockwood
TITLE: President
DATE: _____

DEBTOR: «Debtor»

BY: _____

NAME: «Signator_Name»
TITLE: «Signator_Title»
DATE: _____



Disbursement Authorization Certificate

«CFA_»

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

DEBTOR: «Debtor»
«Debtor_Address_1»
«Debtor_Address_2»

Table with 2 columns: Field Name and Value. Rows include COLLATERAL LOCATION: «Equipment_Location» and COLLATERAL DESCRIPTION: «Equipment_Desc» (As described in Schedule "A")

Debtor hereby certifies that all the property described herein (the "Collateral"), which is to be financed for Debtor pursuant to the Commercial Finance Agreement referenced hereinabove, (the "Agreement") between Debtor and TEQlease, Inc. as Creditor, has been furnished to the Debtor, that delivery and installation has been fully completed and that the Collateral is acceptable in all respects to the Debtor.

In view of the above, the Debtor hereby authorizes and requests Creditor to pay for the Collateral in accordance with the terms of any purchase orders the Debtor may have issued for the same and/or to pay the Debtor the advance amount to the extent the Debtor has previously paid for the Collateral, as appropriate. The Debtor acknowledges that Creditor is relying upon this executed Disbursement Authorization Certificate in so doing. Debtor hereby authorizes Creditor to disburse the Total Advance as follows:

Table with 2 columns: Amount and To: Vendor. Five rows showing \$0.00 amounts.

Total: \$«Total»

The Debtor recognizes that by executing this Disbursement Authorization Certificate the Debtor's non-terminable installment payment obligation under the Agreement will commence. The Debtor reaffirms its understanding that the Agreement is solely a financing agreement and that, accordingly, Creditor has made no express warranties as to the Collateral or any other matter and that there are no related implied warranties created by law and further that. Accordingly, the Debtor's obligation to pay amounts due under the Agreement will not be affected by any problems the Debtor experiences with the Collateral or any similar or dissimilar occurrence as also set forth in the Agreement.

DEBTOR: «Debtor»
BY: _____
NAME: «Signator Name»
TITLE: «Signator Title»
DATE: _____

WHEN EXECUTED, SIGNATOR(S) ACKNOWLEDGES THAT THEY HAVE READ ALL DOCUMENTS WHICH ARE PART OF THIS AGREEMENT, IS FULLY AWARE OF ALL TERMS AND CONDITIONS CONTAINED THEREIN, THIS AGREEMENT HAS BEEN PROPERLY AUTHORIZED, AND SIGNATOR(S) HAS BEEN AUTHORIZED TO EXECUTE THIS CERTIFICATE AND DELIVER IT TO DEBTOR.



1. FOR VALUABLE CONSIDERATION, the undersigned as GUARANTOR(S), jointly and severally, unconditionally guarantee and promise to pay TEQLEASE, INC. as CREDITOR, any and all indebtedness to CREDITOR of «Debtor» as DEBTOR, in consideration of CREDITOR entering into certain agreements with DEBTOR including, but not limited to, equipment lease agreements, commercial finance agreements, conditional sale contracts, security agreements and promissory notes ("the Agreements"). The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of DEBTOR, now, or hereafter made, incurred or created, and also specifically includes, but is not limited to, all sums due and all other duties to be performed pursuant to any such agreements entered into by and between CREDITOR and DEBTOR. GUARANTOR further waives any statute of limitations pursuant to California Code of Civil Procedure, Section 360.5, or subsequent statute.
2. THE LIABILITY OF GUARANTOR shall be the sum total of all debts, obligations and liabilities incurred under the Agreements, plus any other costs, expenses, damages, collection fees or costs, and/or attorney's fees incurred by CREDITOR in enforcing its rights under the Agreements that are entered into by and between CREDITOR and DEBTOR, whether or not an event of default occurred. The obligations hereunder are joint and several, and independent of the obligations of DEBTOR, and a separate action or actions may be brought and prosecuted against GUARANTOR, whether such action is brought as against DEBTOR or whether DEBTOR is joined in any such action or actions.
3. ANY OF THE FOLLOWING EVENTS or conditions shall constitute an event of default pursuant to the terms of this Guaranty with or without demand or notice to GUARANTOR hereunder: (a) DEBTOR'S default in any of its obligations under the terms of the Agreements; (b) GUARANTOR'S failure to perform any of its duties or obligations pursuant to the terms of this Guaranty; (c) if any voluntary or involuntary petition under any Chapter of the Bankruptcy Code or for the appointment of a receiver of any part of the property of GUARANTOR be filed against GUARANTOR, which shall not otherwise be dismissed within thirty (30) days; (d) if any representation made by the GUARANTOR proves to be incorrect in any material respect when made; (f) if GUARANTOR is judicially declared incompetent; (g) if fifty percent (50%) or more of the ownership of GUARANTOR changes, or if there is a material change in the management of GUARANTOR, or if GUARANTOR merges with another company.
4. GUARANTOR AUTHORIZES CREDITOR, without notice or demand, and without affecting its liability hereunder, from time to time, to: (a) renew, compromise, extend, accelerate, or otherwise change the terms or time for payment of DEBTOR'S indebtedness to CREDITOR; (b) settle, compromise, collect, liquidate, exchange, amend, substitute, waive, enforce, subordinate, or release any security, or any obligations of the DEBTOR that are covered by this Guaranty; (c) apply such security and direct the order or manner of sale thereof as CREDITOR in its sole discretion may determine; (d) release or substitute any one or more of any other endorsers or guarantors; (e) GUARANTOR consents to the transfer of any real or personal property security covered by the Agreements and CREDITOR may bid and purchase at any sale, without affecting or impairing the obligations of the GUARANTOR hereunder; (f) accept partial performance or partial payments from DEBTOR on any obligations covered by the Agreements; and (g) accept new or additional documents, instruments or agreements relative to the indebtedness. CREDITOR may without notice assign this Guaranty in whole or in part and this Guaranty and the provisions set forth herein shall inure to the benefit of CREDITOR's assigns and/or successors in interest. GUARANTOR shall not raise any defenses, counterclaims or setoffs as against any such assignees or successors in interest in the event of assignment of this Guaranty.
5. GUARANTOR WAIVES ANY RIGHT to require CREDITOR to: (a) proceed against DEBTOR; (b) proceed against any security held from DEBTOR; (c) pursue any other remedy in CREDITOR'S power whatsoever; (d) give notice to GUARANTOR of the terms, time and place of any sale or lease of any security CREDITOR may have for the Agreements or this Guaranty; (e) GUARANTOR authorizes CREDITOR, without notice or demand and without affecting the liabilities of GUARANTOR hereunder, to foreclose upon any or all deeds of trust held as security, by nonjudicial sale, and GUARANTOR waives any defense to recovery by CREDITOR against GUARANTOR for any deficiency thereafter, even though such nonjudicial sale may preclude GUARANTOR from obtaining reimbursement from DEBTOR. GUARANTOR waives any defense or benefit that may be derived from California Code of Civil Procedure, Sections 580a, 580b, 580d, 726, or comparable provisions of the laws of any other State, and all suretyship defenses it will otherwise have under California law or under the laws of any State. GUARANTOR waives all rights and defenses arising out of an election of remedies by the CREDITOR even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed the GUARANTOR'S right of subrogation and reimbursement against the principal by operation of Section 580d of the California Code Of Civil Procedure or otherwise. GUARANTOR expressly waives any and all rights of subrogation reimbursement, indemnity, exoneration, contribution or any other claim which it may now or hereafter have against the DEBTOR or any other person directly or contingently liable for the obligations guaranteed hereunder. Notwithstanding the foregoing, CREDITOR may proceed directly against GUARANTOR without the necessity of foreclosing either by judicial or nonjudicial sale on any or all of such deeds of trust. GUARANTOR shall have no right of subrogation, and waives any right to enforce any remedy which CREDITOR now has or may hereafter have against DEBTOR, and waives any benefit of, or any right to participate in any security. GUARANTOR waives all presentment, demands for performance, notices of nonperformance, protest, dishonor, and incurring of new or additional indebtedness.
6. ANY INDEBTEDNESS OF DEBTOR now or hereafter held by GUARANTOR is hereby subordinated to the indebtedness of DEBTOR to CREDITOR. Any such indebtedness of DEBTOR to GUARANTOR if CREDITOR so requests shall be collected by GUARANTOR as trustee for CREDITOR and be paid over to CREDITOR on account of the indebtedness of DEBTOR to CREDITOR and will not reduce the effect of or in any manner affect the liability of GUARANTOR under the other provisions of this Guaranty.
7. GUARANTOR REPRESENTS AND WARRANTS that: (a) this Guaranty is executed at DEBTOR'S request; (b) GUARANTOR has established adequate means of obtaining information from DEBTOR on a continuing basis, pertaining to DEBTOR'S business; (c) GUARANTOR is completely familiar with the business, condition and operation of DEBTOR. GUARANTOR waives any duty on the part of CREDITOR to disclose to GUARANTOR any matter, fact or thing pertaining to the business, operation or condition of DEBTOR now known and hereafter known by CREDITOR. CREDITOR may also enter into successive transactions with DEBTOR and therefore GUARANTOR will be liable for such successive transactions, and GUARANTOR hereby waives and relinquishes any duty that creditor may have to disclose to GUARANTOR any further successive transactions entered into with DEBTOR; (d) GUARANTOR is involved in the DEBTOR'S business and hereby agrees that adequate consideration exists for executing this Guaranty. As long as this Guaranty is in effect, GUARANTOR will promptly furnish CREDITOR with financial statements and such other information as CREDITOR may, from time to time, reasonably request.
8. IT IS NOT NECESSARY FOR CREDITOR to inquire into the powers of DEBTOR, or the officers, directors, partners or agents acting or purporting to act on DEBTOR'S behalf, and any indebtedness made or created in reliance upon the exercise of such powers shall be guaranteed hereunder, and GUARANTOR specifically waives any defense arising by virtue of any contention that the DEBTOR was not authorized to enter into the Agreements being guaranteed by the GUARANTOR.
9. THIS IS A CONTINUING GUARANTY. Revocation shall be effective only upon receipt of written notice by an officer of the CREDITOR at the office of CREDITOR, or any other address furnished to DEBTOR subsequent to executing this Guaranty. The Notice Of Revocation shall become effective at the close of CREDITOR'S business day such notice is received, shall be effective only as to the revoking party and shall not affect that party's obligation with request to the indebtedness existing before the revocation became effective. Revocation shall only become effective with respect to future transactions entered into between DEBTOR and CREDITOR. If GUARANTOR has executed more than one Guaranty for the indebtedness of DEBTOR on behalf of CREDITOR, the limits of liability shall be cumulative. The terms of this Guaranty may not be waived, altered, amended, modified, revoked or rescinded. This is a final expression of the agreement between CREDITOR and GUARANTOR. Any subsequent agreements must be executed in writing by an officer of both CREDITOR and GUARANTOR. This Guaranty shall be binding upon the parties, its/their successors, legal representatives, assigns, heirs, executives, administrators, officers and directors. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his or her separate and/or community property for all obligations under this Guaranty. Where there is more than one DEBTOR named herein or when this Guaranty is executed by more than one GUARANTOR, the word "DEBTOR" and the word "GUARANTOR" respectively shall mean all and any one or more of them. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall remain effective unless material to the intent of the parties hereto.
10. THIS GUARANTY SHALL BE GOVERNED by the laws of the State of California. Any action related to this Guaranty may be brought in a State or Federal court in Los Angeles, California or the personal jurisdiction of the state of CREDITOR'S or any assignee's principal place of business, or any state selected by CREDITOR or its assignee where they do business, including any state or federal court sitting therein and all courts thereof. GUARANTOR, CREDITOR, and Assignee shall accept venue in any federal or state court selected by CREDITOR or its assignee and hereby waive any defense to such jurisdiction and venue including but not limited to the defense of inconvenient forum.
11. GUARANTOR WAIVES TRIAL BY JURY IN AN ACTION ARISING OUT OF, OR IN CONNECTION WITH THIS GUARANTY.
12. A facsimile or Electronic copy of this Agreement with signature shall be considered to be an original.

GUARANTOR:

NAME: «Personal Guarantor 1»
ADDRESS: «Personal Guarantor Address 1»
ADDRESS:
BY:
TITLE: Individual
DATE:

GUARANTOR:

NAME: «Personal Guarantor 2»
ADDRESS: «Personal Guarantor Address 2»
ADDRESS:
BY:
TITLE: Individual
DATE:



- 1. FOR VALUABLE CONSIDERATION, the undersigned as GUARANTOR(S), jointly and severally, unconditionally guarantee and promise to pay TEQLEASE, INC. as CREDITOR, any and all indebtedness to CREDITOR of «Debtor» as DEBTOR, in consideration of CREDITOR entering into certain agreements with DEBTOR including, but not limited to, equipment lease agreements, commercial finance agreements, conditional sale contracts, security agreements and promissory notes ("the Agreements").
2. THE LIABILITY OF GUARANTOR shall be the sum total of all debts, obligations and liabilities incurred under the Agreements, plus any other costs, expenses, damages, collection fees or costs, and/or attorney's fees incurred by CREDITOR in enforcing its rights under the Agreements that are entered into by and between CREDITOR and DEBTOR, whether or not an event of default occurred.
3. ANY OF THE FOLLOWING EVENTS or conditions shall constitute an event of default pursuant to the terms of this Guaranty with or without demand or notice to GUARANTOR hereunder: (a) DEBTOR'S default in any of its obligations under the terms of the Agreements; (b) GUARANTOR'S failure to perform any of its duties or obligations pursuant to the terms of this Guaranty;
4. GUARANTOR AUTHORIZES CREDITOR, without notice or demand, and without affecting its liability hereunder, from time to time, to: (a) renew, compromise, extend, accelerate, or otherwise change the terms or time for payment of DEBTOR'S indebtedness to CREDITOR;
5. GUARANTOR WAIVES ANY RIGHT to require CREDITOR to: (a) proceed against DEBTOR; (b) proceed against any security held from DEBTOR; (c) pursue any other remedy in CREDITOR'S power whatsoever;
6. ANY INDEBTEDNESS OF DEBTOR now or hereafter held by GUARANTOR is hereby subordinated to the indebtedness of DEBTOR to CREDITOR.
7. GUARANTOR REPRESENTS AND WARRANTS that: (a) this Guaranty is executed at DEBTOR'S request; (b) GUARANTOR has established adequate means of obtaining information from DEBTOR on a continuing basis, pertaining to DEBTOR'S business;
8. IT IS NOT NECESSARY FOR CREDITOR to inquire into the powers of DEBTOR, or the officers, directors, partners or agents acting or purporting to act on DEBTOR'S behalf, and any indebtedness made or created in reliance upon the exercise of such powers shall be guaranteed hereunder, and GUARANTOR specifically waives any defense arising by virtue of any contention that the DEBTOR was not authorized to enter into the Agreements being guaranteed by the GUARANTOR.
9. THIS IS A CONTINUING GUARANTY. Revocation shall be effective only upon receipt of written notice by an officer of the CREDITOR at the office of CREDITOR, or any other address furnished to DEBTOR subsequent to executing this Guaranty.
10. THIS GUARANTY SHALL BE GOVERNED by the laws of the State of California. Any action related to this Guaranty may be brought in a State or Federal court in Los Angeles, California or the personal jurisdiction of the state of CREDITOR'S or any assignee's principal place of business, or any state selected by CREDITOR or its assignee where they do business, including any state or federal court sitting therein and all courts thereof.
11. GUARANTOR WAIVES TRIAL BY JURY IN AN ACTION ARISING OUT OF, OR IN CONNECTION WITH THIS GUARANTY.
12. A facsimile or Electronic copy of this Agreement with signature shall be considered to be an original.

GUARANTOR:

GUARANTOR:

NAME: «Corporate Guarantor 1»
ADDRESS: «Corporate Guarantor Address 1»
ADDRESS:
BY:
TITLE: «Corporate Guarantor Title 1»
DATE:

NAME: «Corporate Guarantor 2»
ADDRESS: «Corporate Guarantor Address 2»
ADDRESS:
BY:
TITLE: «Corporate Guarantor Title 2»
DATE:



The undersigned, Secretary/Assistant Secretary of «Debtor», a «State_of_Incorporation» 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»		«Signator 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.

BY: _____

NAME: «Incumbent Name» _____

TITLE: «Incumbent Title» _____



USE IF DEBTOR IS AN LLC

Certificate of Signature Authority

The undersigned, member/managing member of «Debtor», a «State_of_Incorporation» limited liability company (hereinafter "LLC"), hereby certifies as follows:

1. That he/she is a duly elected, qualified and acting member/managing member of the LLC and is charged with maintaining the records and minutes of the LLC.

2. That pursuant to the LLC's operating agreement, 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»		«Signator Title»

[Insert name, title and signature of person(s) signing lease documents]

3. That pursuant to the LLC's operating agreement, as amended, and certain resolutions adopted by the LLC, 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 LLC 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 LLC.

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

BY: _____

NAME: «Incumbent Name» _____

TITLE: «Incumbent Title» _____



Authorization Agreement For
Preauthorized Debit Payments

«CFA_»

COMPANY NAME: «Debtor»

TAX ID NUMBER: «Fed_Tax_ID_»

MONTHLY PAYMENT: \$«Rent» (Includes applicable taxes)

We hereby authorize TEQlease, Inc., its Lender «Lender» and/or its Agents, Successors and Assigns, hereinafter called "Creditor," 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 contract payments due under the Commercial Finance Agreement and in the amount indicated above, or for any other invoices issued under this contract, which will be debited on or after the _____ day of each month, commencing on _____ until the contract is paid in full or earlier, including payments due as a result of default under subject contract, and all other amounts we may owe under the Commercial Finance Agreement.

BANK NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TRANSIT/ABA NO: _____

ACCOUNT NO: _____

This authority is to remain in full force and effect until Creditor 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 Creditor and Depository a reasonable opportunity to act on the termination. As noted above, in the event of default of our obligations to Creditor, we have authorized debit to our account for the full accelerated amount due in accordance with our relevant agreement with Creditor. We understand that termination by us of this authorization during the term of that contract without substitution of a new authorization agreement within the time frame and meeting the qualifications set forth therein will create a default under the contract.

COMPANY: «Debtor»

BY: _____

NAME: «Signator_Name»

TITLE: «Signator_Title»

DATE: _____



INSURANCE AGENT _____

ADDRESS _____

TELEPHONE NO. _____ EMAIL. _____

CONTACT _____ POLICY NO. _____

Re: «Debtor»

TEQlease, Inc. has entered into a Commercial Finance Agreement with the above referenced Debtor. In accordance with the Commercial Finance Agreement, the Debtor is responsible to provide insurance pertaining to the subject pledged collateral.

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,
3. To debit Debtor's account for any costs related thereto.

At your earliest convenience, please forward a Certificate of Insurance for the required insurance as outlined and detailed below:

- **The Equipment must have "All Risk & Special Form" coverage that includes theft, and for not less than the full replacement value of \$«Total» with a deductible not to exceed \$ 1,000.00.**
- **«Lender», «Lender Address» ITS SUCCESSORS AND/OR ITS ASSIGNS** shall be named as the loss payee on the above described insurance.
- Customer Business Name & Equipment Address must be indicated on the Certificate.
- The dollar amount of the insurance coverage requested and a description of the covered collateral (including VIN # or Serial #) must be indicated on the Certificate.
- The liability coverage carried by the insured must be indicated on the Certificate. DO NOT indicate TEQlease or the above lender as an Additional Insured.
- The CFA «CFA_» must be referenced on the Certificate.
- The Effective and Expiration dates of coverage must be indicated on the Certificate.

Additionally, should the subject insurance be cancelled or modified before the expiration date, you must give us 30 days' notice.

Sincerely

DEBTOR: «Debtor»

BY: _____

NAME: «Signator Name»

TITLE: «Signator Title»

DATE: _____



Early Funding Authorization Rider
«CFA_»

This **EARLY FUNDING RIDER** amends and is attached to and made a part of that certain Commercial Finance Agreement, «CFA_» ("CFA") between Teqlease, Inc. as *Creditor*, and «Debtor» as *Debtor*, with reference to the following:

A. Creditor and Debtor have entered into the CFA referenced above, under which it is contemplated that Creditor will finance for Debtor certain personal property described in the CFA (the "Collateral").

B. Debtor alone has selected the Collateral and the Supplier/Vendor(s), and has approved the specifications of the Collateral and the terms of its sale to Debtor. Creditor is not the manufacturer, distributor, or seller of the Collateral and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Collateral.

C. It is Creditor's normal policy not to fund any portion of the purchase price of the Collateral to any Supplier/Vendor, or to become contractually obligated to do so, until all of the Collateral has been delivered to, installed and accepted by the Debtor.

D. Debtor has requested that, as an accommodation to Debtor, Creditor fund all or a portion of the purchase price for the Collateral (as described in attached Exhibit A), or become contractually obligated to do so, prior to delivery, installation perfection of title and/or acceptance of all of the Collateral by Debtor. Creditor has agreed to such early funding on the terms and conditions set forth in this Rider.

WHEREFORE. Creditor and Debtor agree as follows:

1. Notwithstanding anything to the contrary in the CFA, Debtor's obligations to make full monthly CFA payments shall commence (i) upon the date of funding by Creditor of any portion of the purchase price of the Collateral, and (ii) whether or not the Collateral, or any of it, has been completed, delivered, installed, properly titled or tested by that date. Debtor agrees that with respect to Creditor, Debtor shall be deemed to accept the Collateral "AS IS" and "WHERE IS" on such date regardless of the status or location of the Collateral. Debtor acknowledges that the CFA is non-cancelable and that Debtor is irrevocably obligated to make full monthly payments to Creditor, its successors and assigns, in accordance with the CFA, even if: (a) the Collateral, or any portion or component of it, is never delivered, installed properly titled or accepted by the Debtor, (b) the Collateral is unsuitable, defective, inoperable as delivered or unsatisfactory to Debtor for any reason, or (c) the Creditor declines to finance any remaining portion of the Collateral as a result of Debtor's default or the occurrence of other circumstances warranting such action as described in the CFA.

2. Creditor is not responsible for the manufacture, construction or completion of the Collateral, or its design, workmanship, materials, or compliance with plans and specifications, or for delivery, installation, testing or acceptance of the Collateral, or for any violation or breach by the Supplier/Vendor of the terms of Debtor's purchase of the Collateral. Creditor does authorize Debtor, at Debtor's expense, to pursue Debtor's remedies, if any, against the Supplier/Vendor.

3. Any undisbursed portion of the purchase price of the Collateral will be held by Creditor as an additional security deposit. To the extent such funds are not eventually disbursed to the Supplier/Vendor, Creditor may apply such sums toward Debtor's monthly payments in reverse order of their due date (i.e., first to the final monthly CFA payment).

CREDITOR:	TEQLEASE, INC.	DEBTOR:	«Debtor»
BY:	_____	BY:	_____
NAME:	Michael Lockwood	NAME:	«Signator Name»
TITLE:	President	TITLE:	«Signator Title»
DATE:	_____	DATE:	_____

USE THIS EARLY FUNDNG AUTH. IF DEAL IS COMMENCING UPON FUNDING
OTHERWISE DELETE



Early Funding Authorization

«CFA_»

Re: Commercial Finance Agreement Number «CFA_»

Pursuant to the subject Commercial Finance Agreement (CFA), and specifically with respect to the Early Funding Rider executed as an amendment to the referenced CFA, you are hereby requested to make a payment to «Vendor» in the amount of \$ _____, which represents:

- A partial payment of the Invoice # _____
- Final payment on the Invoice # _____
- Payment in full of the Invoice # _____

We are fully aware of and understand the provisions of the Early Funding Rider, we understand that our obligations under the CFA will commence upon making this payment even though not all or any of the Collateral has been received, and hereby affirm and agree to abide by all of its provisions and the terms and conditions of the subject CFA. By our execution below, we agree, warrant and represent that as of the date of this pay proceeds direction: (a) We are in compliance with all terms and conditions of the CFA; (b) that this authorization represents the entire instruction by us to you, and that there are no additional terms and conditions, written or oral, other than expressly set forth herein, with respect to the disbursement of funds directed under the terms hereof.

I understand that you will be doing a verbal verification of this request, therefore, please call me at your earliest convenience.

Sincerely,

DEBTOR: «Debtor»
BY: _____
NAME: «Signator Name»
TITLE: «Signator Title»
DATE: _____



Early Funding Authorization Rider
«CFA_»

This **EARLY FUNDING RIDER** amends and is attached to and made a part of that certain Commercial Finance Agreement, «CFA_» ("CFA") between Teqlease, Inc. as *Creditor*, and «Debtor» as *Debtor*, with reference to the following:

A. Creditor and Debtor have entered into the CFA referenced above, under which it is contemplated that Creditor will finance for Debtor certain personal property described in the CFA (the "Collateral").

B. Debtor alone has selected the Collateral and the Supplier/Vendor(s), and has approved the specifications of the Collateral and the terms of its sale to Debtor. Creditor is not the manufacturer, distributor, or seller of the Collateral and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Collateral.

C. It is Creditor's normal policy not to fund any portion of the purchase price of the Collateral to any Supplier/Vendor, or to become contractually obligated to do so, until all of the Collateral has been delivered to, installed and accepted by the Debtor, and title to the equipment has been perfected by the creditor.

D. Debtor has requested that, as an accommodation to Debtor, Creditor fund all or a portion of the purchase price for the Collateral (as described in attached Exhibit A), or become contractually obligated to do so, prior to delivery, installation, perfection of title and/or acceptance of all of the Collateral by Debtor. Creditor has agreed to such early funding on the terms and conditions set forth in this Rider.

WHEREFORE. Creditor and Debtor agree as follows:

1. Notwithstanding anything to the contrary provided in the CFA, Debtor agrees to pay to Creditor, in addition to repayment of the Total Advance, interest, and Monthly Payments, pre-commencement payments during the period from the date of the first early funding payment made by Creditor to Supplier/Vendor, to the first day of the month following delivery and installation of the Collateral (the "Commencement Date"). Pre-commencement payments shall be calculated at the daily rate of [REDACTED] multiplied by the amounts paid to Supplier/Vendor from the date of the first advance of funds to Supplier/Vendor, prior to the Commencement Date of the CFA.

Debtor's obligations to make full monthly CFA payments shall commence (i) upon the date of funding by Creditor of any portion of the purchase price of the Collateral, and (ii) whether or not the Collateral, or any of it, has been completed, delivered, installed, properly titled or tested by that date.

Debtor agrees that with respect to Creditor, Debtor shall be deemed to accept the Collateral "AS IS" and "WHERE IS" on such date regardless of the status or location of the Collateral. Debtor acknowledges that the CFA is non-cancelable and that Debtor is irrevocably obligated to make full monthly payments to Creditor, its successors and assigns, in accordance with the CFA, even if: (a) the Collateral, or any portion or component of it, is never delivered, installed, properly titled or accepted by the Debtor, (b) the Collateral is unsuitable, defective, inoperable as delivered or unsatisfactory to Debtor for any reason, or (c) the Creditor declines to finance any remaining portion of the Collateral as a result of Debtor's default or the occurrence of other circumstances warranting such action as described in the CFA. Debtor agrees to return the Disbursement Authorization Certificate, signed but not dated, with this document. Creditor will date the Disbursement Authorization Certificate upon confirmation of the final delivery of all Collateral.

2. Creditor is not responsible for the manufacture, construction or completion of the Collateral, or its design, workmanship, materials, or compliance with plans and specifications, or for delivery, installation, testing or acceptance of the Collateral, or for any violation or breach by the Supplier/Vendor of the terms of Debtor's purchase of the Collateral. Creditor does authorize Debtor, at Debtor's expense, to pursue Debtor's remedies, if any, against the Supplier/Vendor.

3. Any undisbursed portion of the purchase price of the Collateral will be held by Creditor as an additional security deposit. To the extent such funds are not eventually disbursed to the Supplier/Vendor, Creditor may apply such sums toward Debtor's monthly payments in reverse order of their due date (i.e., first to the final monthly CFA payment).

CREDITOR:	TEQLEASE, INC.	DEBTOR:	«Debtor»
BY:	_____	BY:	_____
NAME:	Michael Lockwood	NAME:	«Signator_Name»
TITLE:	President	TITLE:	«Signator_Title»
DATE:	_____	DATE:	_____

USE THIS EARLY FUNDNG AUTH. IF DEAL IS PRE-COMM RENT
OTHERWISE DELETE



Early Funding Authorization
«CFA_»

Re: Equipment Finance Agreement Number «CFA_»

Pursuant to the subject Commercial Finance Agreement (CFA), and specifically with respect to the Early Funding Rider executed as an amendment to the referenced CFA, you are hereby requested to make a payment to «Vendor» in the amount of \$ _____, which represents:

- A partial payment of the Invoice # _____
- Final payment on the Invoice # _____
- Payment in full of the Invoice # _____

We are fully aware of and understand the provisions of the Early Funding Rider, we understand that our obligations under the CFA will commence accruing pre-commencement payments even though not all or any of the Collateral has been received, and hereby affirm and agree to abide by all of its provisions and the terms and conditions of the subject CFA. By our execution below, we agree, warrant and represent that as of the date of this pay proceeds direction: (a) We are in compliance with all terms and conditions of the CFA; (b) that this authorization represents the entire instruction by us to you, and that there are no additional terms and conditions, written or oral, other than expressly set forth herein, with respect to the disbursal of funds directed under the terms hereof.

I understand that you will be doing a verbal verification of this request, therefore, please call me at your earliest convenience.

Sincerely,

DEBTOR: «Debtor»
BY: _____
NAME: «Signator Name»
TITLE: «Signator Title»
DATE: _____