



PO Box 820590 • Vancouver, WA 98682  
 Phone: (360) 713-0695 Fax: (877) 996-0040

**NON-CANCELLABLE EQUIPMENT FINANCE LEASE (Commercial)**

Lease Number

Start Date

**ABOUT YOUR BUSINESS**

<b>LESSEE</b>	CORPORATE BUSINESS NAME	DBA NAME			TAX ID NO.
BILLING ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE ( )	
BUSINESS ADDRESS (IF DIFFERENT FROM BILLING)	CITY	STATE	ZIP CODE	TELEPHONE ( )	
TYPE OF BUSINESS	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other				YEARS IN BUSINESS

**EQUIPMENT SUPPLIER**

SUPPLIER NAME	TELEPHONE ( )		
BILLING ADDRESS	CITY	STATE	ZIP CODE

**EQUIPMENT & PAYMENT INFORMATION**

DESCRIPTION (MANUFACTURER, MODEL)	QUANTITY	LEASE TERM	_____ MONTHS
_____	_____	MONTHLY PAYMENT	\$ _____
_____	_____		(PLUS TAXES, IF APPLICABLE)
_____	_____		

**ABOUT YOUR BANK**

BANK NAME	BRANCH / ABA NO.	BUSINESS CHECKING ACCOUNT NO.
-----------	------------------	-------------------------------

I (Lessee), in the capacity set forth below, hereby authorize Executech Lease Group, LLC, or its designee, successor or assign (hereinafter "Lessor") to withdraw any amounts, including any and all taxes now due or imposed, owed by me in conjunction with the above referenced transaction, by initiating debit entries to my account at the financial institution (hereinafter "Bank") indicated above, or as such other Bank as the Lessee may from time to time use. In the event of default of my obligation hereunder, I authorize debit of my account for the full amount due under this Lease Agreement. Lessee agrees to contest transactions that might be invalid within ninety days of the transaction date, or the transaction will be deemed valid. A rental payment (whether paid by debit or other means) that is not honored by my Bank for any reason will be subject to a returned item service fee imposed by Lessor, the amount of which may be debited from my account. Should it be necessary to switch to statement billing, Lessor is authorized to add a \$5.00 per month service charge to my monthly payment amount as reimbursement for the added service and processing expenses. In the event that LESSOR withdraws funds erroneously from my account, I authorize Lessor to credit my account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from me of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act. **I REPRESENT AND WARRANT ON BEHALF OF LESSEE THAT THIS CHECKING ACCOUNT HAS BEEN ESTABLISHED AS A BUSINESS-PURPOSE CHECKING ACCOUNT.**

**LEASE ACCEPTANCE**

**THIS IS A NON-CANCELLABLE LEASE FOR THE FULL TERM INDICATED HEREIN.**

The undersigned agrees to all terms and conditions contained in this Equipment Finance Lease Agreement. **LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS FOUR PAGE AGREEMENT WITH ALL TERMS AND CONDITIONS FILLED IN.** Lessee acknowledges acceptance and receipt of the Equipment. **Lessee certifies that the Equipment shall be used for business purposes, and affirms that he/she is a duly authorized corporate officer, partner or proprietor of the within named Lessee.**

<b>Lessee (Authorized Signer)</b>	<b>Title</b>	<b>Print Name</b>	<b>Date</b>
X			

**PERSONAL GUARANTY**

The undersigned unconditionally guarantees performance of the Lease by Lessee and payment of all sums due hereunder in the event of default of the terms of this Lease Agreement, hereby waiving any modification, amendment or extension and notice thereof and waiving any right the undersigned may have by statute (including without limitation, Section 10-7-24 of the Official Code of Georgia, Annotated) or otherwise, to require Lessor to institute suit against Lessee after notice or demand from the undersigned or to seek recourse first against Lessee, or to realize upon any security for the obligations guaranteed hereby, as a condition to enforcing the undersigned's liability hereunder. The undersigned agrees to pay all attorneys' fees and other expenses incurred by Lessor by reason of default by the Lessee. This is a continuing guaranty and shall not be discharged or affected by death of the undersigned, and shall bind the heirs, administrators, representatives, successors and assigns. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Lessor, its designee, successor or assign; and, agrees that the parties involved are in compliance with the Fair Credit Reporting Act.

<b>Guarantor's Signature</b>	<b>Print Name</b>	<b>Date</b>
X _____, an individual		

HOME ADDRESS	CITY, ST, ZIP CODE	HOME TELEPHONE	SOCIAL SECURITY NUMBER
		( )	

ACCEPTANCE BY EXECUTECH LEASE GROUP, LLC:	DATE
---	------

## EQUIPMENT FINANCE LEASE TERMS

**1. NON-CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOF.** Lessor, its successors and assigns, does hereby lease to Lessee and Lessee hereby rents from Lessor the equipment ("Equipment") and/or software and related license agreement(s) (collectively, the "Software") described above (hereinafter with all replacement parts, repairs, additions and accessories included therein and/or affixed thereto, referred to as the "Equipment"), on terms and conditions set forth herein and on the reverse side of this form for the term indicated above.

**2. NO WARRANTIES BY LESSOR.** Lessee represents that Lessee has selected the Equipment leased hereunder and Lessee acknowledges Lessor has made and makes no representations or warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever, including the suitability of the Equipment, its durability, its condition, and/or its quality and, as between Lessee and Lessor, or Lessor's assignee. Lessee leases the Equipment "As-Is". Lessor also disclaims any warranty of merchantability or fitness for use or purpose whether arising by operation of law or otherwise. Lessor and Lessor's assignee shall not be liable to Lessee or others for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment however arising, or the use or maintenance thereof or the failure of operation thereof, or the repairs, service or adjustment thereto. No representation or warranty as to the Equipment or any other matter by the Equipment Supplier named above (the "Vendor") or others shall be binding on the Lessor nor shall the breach of such relieve Lessee of, or in any way affect, any of Lessee's obligations to Lessor herein.

If the Equipment is not satisfactory for any reason, Lessee shall make any claim on account thereof solely against the Vendor and Lessee shall nevertheless pay Lessor all rent payable under this Lease. Lessor agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claim, any rights it may have against the Vendor for breach of warranty or representation respecting the Equipment.

Regardless of cause, Lessee will not assert any claim whatsoever against Lessor for loss of anticipatory profits or any other indirect, special, or consequential damages. Lessor makes no warranty as to the treatment of this Lease for accounting or tax purposes. **NOTWITHSTANDING ANY FEES WHICH MAY BE PAID BY LESSOR TO VENDOR OR ANY AGENT OF VENDOR, LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ANY AGENT OF VENDOR IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE.**

**3. FINANCE LEASE.** The parties agree that this lease is a "Finance Lease" as defined by Section 11-2A-103(g) of the Georgia Uniform Commercial Code. (GA UCC) Lessee acknowledges either (a) that Lessee has reviewed and approved any written Supply Contract as defined by GA UCC Section 11-2A-103(y) covering the Equipment purchased from the "Supplier" as defined by GA UCC Section 11-2A-103(x) thereof for lease to Lessee or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (2) the identity of the Supplier; (2) that the Lessee may have rights under the Supply Contract; and (3) that the Lessee may contact the Supplier for a description of any such rights Lessee may have under the Supply Contract.

**4. ORDERING EQUIPMENT; LESSOR'S RIGHT TO TERMINATE.** Lessee requests Lessor to purchase the Equipment from Vendor and arrange for delivery to Lessee at Lessee's expense. If within forty-five (45) days from the date Lessor orders the Equipment, the same has not been delivered, installed and accepted by Lessee in form satisfactory to Lessor, Lessor may on ten (10) days' written notice to Lessee terminate the Lease and its obligations to Lessee.

**5. TERM AND RENT.** The sum of all periodic installments of rent indicated herein or on any attached schedule shall constitute the aggregate rent reserved under this Lease. The Lease term shall commence as of the date that the Lease is accepted by Lessor, ("the Commencement Date"), and shall continue until the obligations of the

Lessee under the Lease shall have been fully performed. The installments of rent shall be payable monthly in advance as stated above or on an schedule, the first such payment being due on the Commencement Date, or such later date as Lessor designates in writing, and subsequent payments shall be due on the same day of each successive month thereafter until the balance of the rent and any additional rent or expenses chargeable to Lessee under this Lease shall have been paid in full. All payments of rent shall be made to Lessor at address set forth herein or such other address as Lessor may designate in writing. Lessee's obligation to pay such rentals shall be absolute and unconditional and is not subject to any abatement, set-off, defense of counterclaim for any reason whatsoever. Lessee hereby authorizes Lessor to insert into this Lease Agreement the serial numbers and other identification data of the Equipment when determined by Lessor and dates or other omitted factual matters and to correct any typographical or spelling errors. If a security deposit is indicated above, the same shall be held by Lessor to secure the faithful performance of the terms of the Lease and returned or applied in accordance with Paragraph 16(d) hereof.

**6. ASSIGNMENT. (a) LESSOR MAY ASSIGN OR TRANSFER THIS LEASE OR LESSOR'S INTEREST IN THE EQUIPMENT WITHOUT NOTICE TO LESSEE.** Any assignee of Lessor shall have all of the rights, but none of the obligations, of Lessor under this Lease and Lessee agrees that it will not assert against any assignee of Lessor any defense, counterclaim or offset that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee. Lessee agrees that Lessor may assign or transfer this Lease or Lessor's interest in the Equipment even if said assignment or transfer could be deemed to materially affect the interest of Lessee. **(b) LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.** (c) Lessee shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessor's interests thereunder.

**7. TITLE, QUIET ENJOYMENT.** Lessor shall at all times retain title to the Equipment. All documents of title and evidence of delivery shall be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee's expense, to cause this Lease or any statement or other instrument in respect to this Lease showing the interest of Lessor in the Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee's name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee shall at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Equipment free from legal process or encumbrance whatsoever and, shall give Lessor immediate notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee shall quietly use and enjoy the Equipment subject to the terms hereof.

**8. CARE, USE AND LOCATION.** Lessee shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration other than normal wear and tear; shall use the Equipment in the regular course of its business, within its normal operating capacity, without abuse, and shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment; shall use the Equipment solely for business purposes; shall not make any modification, alteration or addition to the Equipment, without the written consent of Lessor, which shall not be unreasonably withheld;

## EQUIPMENT FINANCE LEASE TERMS

shall not at any time so affix the Equipment to realty as to change its nature to real equipment or to a fixture regardless of how attached or installed; shall keep the Equipment at the location shown herein, and shall not remove the Equipment without written consent of Lessor, which shall not be unreasonably withheld.

**9. NET LEASE; TAXES.** Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay all sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Equipment during the term of this Lease; shall pay all taxes (except Lessor's Federal or State net income taxes) imposed on Lessor or Lessee with respect to the rental payments hereunder or the ownership of the Equipment; and, shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Lessee agrees to pay Lessor an annual fee in an amount not to exceed \$50.00 for the administration, billing and tracking of said taxes and charges. Unless otherwise agreed to in writing, Lessee shall file personal equipment tax returns with respect to the Equipment.

**10. INDEMNITY.** Lessee shall and does hereby agree to indemnify and save Lessor, its agents, servants, successors, and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of the Lease.

**11. INSURANCE.** . During the term of this Lease, Lessee agrees to maintain, at Lessee's expense, "Special Form" property insurance protecting the Equipment for its replacement value, naming Lessor as a loss payee on a "Lender's Loss Payable" endorsement; public liability insurance, in amounts acceptable to Lessor, naming Lessor as an additional insured (together "Required Insurance"). Lessee must provide Lessor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this lease or any subsequent written request. If Lessee does not do so, Lessor may obtain insurance from an insurer of Lessor's choosing in such forms and amounts as Lessor deems reasonable to protect Lessor's interests ("Lease Insurance"). Lease Insurance covers the Equipment and the Lessor; it does not name the Lessee as an insured and may not cover all of the Lessee's interest in the Equipment. Lessee agrees to pay Lessor periodic charges for Lease Insurance ("Insurance Charges") that include: a premium that may be higher than if the Lessee maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any premium advances made by the Lessor or Lessor's agents; and billing and processing fees; each of which may generate a profit to Lessor and Lessor's agents. Unless Lessee provides satisfactory evidence of Required Insurance by the Insurance Charge due date, Lessor will pay such Insurance Charge by debiting Lessee's account under the withdrawal provision of this lease. Lessor shall discontinue billing Insurance Charges upon receipt of satisfactory evidence of Required Insurance. Lessee agrees to arbitrate any dispute with Lessor or Lessor's agents regarding Lease Insurance or Insurance Charges under the rules of the American Arbitration Association in Atlanta, Georgia; provided however, such agreement does not authorize class arbitration.

**12. LOSS OR DESTRUCTION OF EQUIPMENT.** Lessee shall bear the entire risk and be responsible for loss, theft, damage or destruction of the Equipment from any cause whatsoever after taking possession of the Equipment. Lessee shall notify Lessor immediately if the Equipment is lost, destroyed, stolen or taken by any other person. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except to the extent of any proceeds of insurance provided by Lessee which shall have been

received by Lessor as a result of such loss, damage or destruction), and at Lessor's option, shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair; or (b) pay Lessor all accrued and unpaid rental payments and late charges, plus an amount (the "Loss Amount") equal to (i) the value of all rental payments to become due during the remaining term of this lease, plus (ii) the amount of any purchase option or obligation with respect to the Equipment or, if there is no such option or obligation, the fair market value of the Equipment, as estimated by Lessor in its sole reasonable discretion; or (c) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become equipment of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the balance of the full term of this Lease.

**13. LOSS OR DESTRUCTION WAIVER.** Lessor may waive Lessee's responsibility for loss or destruction of the Equipment and for keeping the Equipment fully insured during the lease term. For such waiver, Lessee shall pay Lessor the monthly amount shown in the Schedule of Payments section titled "Loss & Destruction Waiver" (unless the term "Included" is shown). Should Lessee fail to provide proof of insurance, Lessor may invoke the Loss or Destruction Waiver and charge a monthly fee at current rates even if no amount is shown in the aforementioned section of the Schedule of Payments. In the event of loss or destruction of the Equipment, Lessor shall provide for its replacement with Equipment of comparable value at that time provided (i) Lessee took reasonable care in preventing the loss or destruction of the Equipment and (ii) Lessee has paid in a timely manner the required monthly amount for the Loss or Destruction Waiver. Lessee shall cooperate with Lessor in making any claim with respect to the Equipment.

**14. EVENT OF DEFAULT.** If any one of the following events (each an "Event of Default") shall occur, then to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more remedies set forth in Paragraph 15 below: (a) Lessee fails to pay any rental or any other payment hereunder when due; or (b) Lessee fails to pay, when due, any indebtedness of Lessee to Lessor arising independently of this Lease, and such default shall continue for five (5) days; or (c) Lessee fails to perform any of the terms, covenants, or conditions of this Lease, other than as provided above, after ten (10) days' written notice; or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors; or (e) a receiver, trustee, conservator, or liquidator of Lessee, of all or a substantial part of its assets, is appointed with or without the application or consent of Lessee; or (f) a petition is filed by or against Lessee under the United States Bankruptcy Code or any amendment thereto, or under any other insolvency law(s), providing for relief of debtors.

**15. REMEDIES.** If an event of default shall occur as described in sub-paragraph (a) through (f) in Paragraph 14 hereinabove, Lessor may, at its option, at any time (a) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount as set forth in Paragraph 12 hereinabove; (b) automatically charge any or all of my bank accounts for all money amounts owed; (c) to the extent permitted by applicable law, without demand or legal process, enter into the premises where the Equipment may be found and take possession of and remove the Equipment, without liability for such retaking; (d) Lessor may hold, sell or otherwise dispose of any such Equipment at a private or public sale; or (e) any other remedies available under applicable law. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment after deduction of the expenses of sale or rental and Lessee shall remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent Software is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or Licensor of the Software shall have no duty to remarket such Software or otherwise mitigate any damages relating to such Software. Lessee shall also be liable for and shall pay to Lessor (a) all expenses incurred by Lessor in connection with the enforcement of

## EQUIPMENT FINANCE LEASE TERMS

any of Lessor's remedies including all collection expenses, that includes, but is not limited to, charges for collection letters and collection calls, charges of collection agencies, sheriffs, etc.; and all expenses of repossessing, storing, shipping, repairing and selling the Equipment; and (b) reasonable attorney's fees and court costs. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of the Lease.

**16. END OF LEASE TERM.** (a) UPON EXPIRATION OF THE LEASE TERM, LESSEE SHALL HAVE THE OPTION TO PURCHASE EQUIPMENT FOR ITS FAIR MARKET VALUE, SAID VALUE TO BE NOT LESS THAN 20% OF THE AGGREGATE LEASE PAYMENTS ON 12 MONTH LEASES, 15% OF AGGREGATE LEASE PAYMENTS ON 24 MONTH LEASES, 12% OF THE AGGREGATE PAYMENTS ON 36 MONTH LEASES, OR 10% OF THE AGGREGATE LEASE PAYMENTS ON 48 MONTH OR 60 MONTH LEASES. THE EXERCISE OF THIS OPTION MUST BE COMMUNICATED TO LESSOR IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE LEASE TERM. (b) IN THE EVENT LESSEE DOES NOT ELECT TO PURCHASE THE EQUIPMENT, THEN UPON EXPIRATION OR EARLIER TERMINATION OF THIS LEASE, LESSEE SHALL RETURN THE EQUIPMENT TO LESSOR IN GOOD OPERATING CONDITION AND REPAIR, SHIPPED BY PREPAID AND INSURED FREIGHT TO A LOCATION DESIGNATED BY LESSOR. IF, IN THE JUDGMENT OF LESSOR, THE EQUIPMENT IS RETURNED DAMAGED, INCOMPLETE, OR SHOWS SIGNS OF EXCESSIVE WEAR, LESSEE AGREES TO PAY THE REPLACEMENT COST AND/OR THE REPAIR AND REFURBISHING COST (INCLUDING CLEANING), FOR AN AMOUNT DESIGNATED BY LESSOR AND PAYABLE WITHIN TEN (10) DAYS OF LESSOR'S DEMAND. (c) IF LESSEE DOES NOT ELECT TO PURCHASE OR RETURN THE EQUIPMENT UPON EXPIRATION OR TERMINATION OF THIS LEASE AS PROVIDED IN (a) OR (b) OF THIS SECTION, THE EQUIPMENT SHALL CONTINUE TO BE HELD AND LEASED HEREUNDER, AND THIS LEASE SHALL BE EXTENDED INDEFINITELY AS TO TERM AT THE SAME MONTHLY RENTAL, SUBJECT TO THE RIGHT OF EITHER THE LESSEE OR THE LESSOR TO TERMINATE THE LEASE UPON THIRTY (30) DAYS' WRITTEN NOTICE, WHEREUPON THE LESSEE SHALL FORTHWITH DELIVER THE EQUIPMENT TO LESSOR AS SET FORTH IN THIS PARAGRAPH. (d) PROVIDED LESSEE HAS FULFILLED ALL OF ITS OBLIGATIONS TO LESSOR HEREUNDER, LESSEE'S SECURITY DEPOSIT, IF ANY, AS INDICATED HEREIN, (1) SHALL BE REFUNDED TO LESSEE AT THE EXPIRATION OF THE LEASE WITHOUT INTEREST; OR (2) AT LESSEE'S DIRECTION, SUCH SECURITY DEPOSIT MAY BE APPLIED TO THE PURCHASE OF THE EQUIPMENT, IN WHICH EVENT THE EQUIPMENT NEED NOT BE RETURNED TO LESSOR.

**17. ENTIRE AGREEMENT: CHANGES.** This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by an executive officer of Lessor and by the Lessee.

**18. MISCELLANEOUS.** If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed.

Payments are applied to late fees and service charges first and then to Lease obligation. Amounts shall be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee shall inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Equipment, or the bank checking account used for ACH debit. In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, shall be deemed to be additional rental, and shall be paid by Lessee at the time of the next monthly payment of rent. All notices under this Lease shall be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. This Lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of this Lease. Lessor and Lessee intend this Lease to be a valid and subsisting legal instrument, and agree that no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. This Lease shall be binding when accepted in writing by Lessor and shall be governed by the laws of the State of Georgia, provided however, in the event this Lease or any provision hereof is not enforceable under the laws of the State of Georgia then the laws of the state where the Equipment is located shall govern. Lessee consents and submits to the jurisdiction of the federal and state courts located in the State of Georgia and within Fulton County (the "Courts"), and expressly agree to such forum for the bringing of any suit, action or other proceeding arising out of the Lessee's obligations hereunder, and expressly waive any objection to venue in any such Courts and waive any right to a trial by jury so that trial shall be by and only to the Court. Lessee agrees that any process served for any court action or proceeding shall be valid if mailed by certified mail, return receipt requested.

**19. SIGNED COUNTERPARTS.** This Lease may be signed in counterparts. Delivery of an executed counterpart of the signature page to this Lease by fax shall be effective as delivery of a manually executed counterpart of this Lease, and any failure to deliver a manually executed counterpart sent by fax shall not affect the validity, enforceability, or binding effect of this Agreement. Notwithstanding any other provision of this Lease to the contrary, the sole original of this Lease for all purposes shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease.

**20. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**21. IMPORTANT INFORMATION ABOUT CREDIT REPORTING.** Lessor may report information about this account to credit bureaus. Late payments, missed payments, or other defaults on this account may be reflected in the credit report of lessee and/or guarantor.

**22. IMPORTANT INFORMATION ABOUT PAYMENT DISPUTES.** Lessee agrees to contest transactions that might be invalid within ninety days of the transaction date, otherwise the transaction will be deemed valid.