



EQUIPMENT LEASE SCHEDULE

PCM:

PCM Leasing Corp.
P.O. Box 7057
Kansas City, MO 64113-0057
Phone: (816) 361-1936 Fax: (816) 361-1940

Schedule No.: _____

Master Agreement No.: _____

Master Agreement Date: _____

LESSEE:

SUPPLIER:

PCM Leasing Corp.

P.O. Box 7057
6317 Baltimore Ave.
Kansas City, MO 64113-0057

phone.816.361.1936
fax.816.361.1940
www.pcmleasing.com

Attn: _____

Attn: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

1. **EQUIPMENT GROUP.** Lessee hereby directs PCM to purchase the following described Equipment (collectively, the **"Equipment Group"**) from the Supplier for the indicated amounts and Lessee hereby agrees to lease the Equipment Group under the terms of the Master Agreement, all Addenda, this Schedule, the applicable Acceptance Certificate and all related documents:

<u>Description (Manufacturer, Model No. & etc.)</u>	<u>Serial Number</u>	<u>Quantity</u>	<u>Purchase Price</u>	<u>Extended Purchase Price</u>
---	----------------------	-----------------	-----------------------	--------------------------------

Subtotal of Extended Purchase Prices _____

Subtotal of Extended Purchase Prices from attached Supplement Schedule _____

Sales and other taxes, shipping and other charges _____

Total Purchase Price: _____

Purchase Order # _____

LESSEE HEREBY ACKNOWLEDGES THAT (A) LESSEE WAS SOLELY RESPONSIBLE FOR SELECTING THE EQUIPMENT GROUP AND SUPPLIER, AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE MISSOURI UNIFORM COMMERCIAL CODE ("ARTICLE 2A"), (B) LESSEE DETERMINED, WITHOUT ADVICE FROM PCM, THAT THE DESIGN, SIZE, FITNESS, FUNCTION, CAPACITY AND OTHER SPECIFICATIONS OF THE EQUIPMENT GROUP MAKES IT SUITABLE AND FIT FOR LESSEE'S INTENDED USE THEREOF, (C) LESSEE HAS DIRECTED PCM TO PURCHASE THE EQUIPMENT GROUP FROM THE SUPPLIER, (D) PCM HAS NO RELATIONSHIP WITH THE SUPPLIER OR ANY MANUFACTURER OF ANY COMPONENT OF THE EQUIPMENT GROUP AND (E) PCM ACQUIRED, OR WILL ACQUIRE, THE EQUIPMENT GROUP SOLELY FOR THE PURPOSE OF LEASING IT TO LESSEE. Lessee agrees that no

defect or unfitness of any component of the Equipment Group will relieve Lessee of its obligation to pay rent or to fulfill its other obligations under the Agreement.

Except as otherwise provided in any Addendum or Schedule, Lessee and PCM agree that all transactions governed by the Agreement are Finance Leases, as defined in Article 2A. **PCM HEREBY INFORMS LESSEE THAT (A) LESSEE IS ENTITLED HEREUNDER AND UNDER ARTICLE 2A TO THE BENEFITS OF ALL PROMISES AND WARRANTIES, IF ANY, MADE BY THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT TO PCM AS PROVIDED IN SECTION 12 OF THE MASTER AGREEMENT AND (B) LESSEE HAS THE RIGHT TO COMMUNICATE, AND IS HEREBY ADVISED TO COMMUNICATE, DIRECTLY WITH EACH MANUFACTURER AND SUPPLIER TO OBTAIN AN ACCURATE STATEMENT OF SUCH RIGHTS, PROMISES AND WARRANTIES.**

2. **RENT.** Monthly Rent for the Equipment Group is \$ _____ and the Total Rent for the Equipment Group Lease Term is \$ _____. Lessee has delivered to PCM with this Schedule the amount of \$ _____ +tax_ as payment of rent for the first and last month(s) of the Equipment Group Lease Term.

3. **TERM.** Lease of the Equipment Group will begin on the Commencement Date and continue for a term of _____ () months after the first rent due date that occurs on or after the Commencement Date ("**Original Term**") and for all extensions as provided below. Unless either Lessee or PCM gives the other party written notice at least sixty (60) days prior to the end of the Original Term that the Agreement will terminate with respect to the Equipment Group on the last day of the Original Term, Lessee's lease of the Equipment Group will automatically continue thereafter under the same terms and conditions of the Agreement until either party terminates such lease upon at least sixty (60) days written notice prior to the proposed last day of the extended term. The last day of the extended term shall always be the day immediately before a rent due date. Upon expiration of the lease, Lessee shall return the Equipment Group to PCM under the terms of Section 13 of the Master Agreement. The Original Term and any extensions thereof are referred to herein as the "**Equipment Group Lease Term**".

5. **FAIR MARKET VALUE PURCHASE.** Lessee shall have an option to purchase all of the Equipment Group at the end of the Equipment Group Lease Term for its fair market value, payable in cash. No earlier than ninety (90) days prior to the end of the Equipment Group Lease Term, Lessee may request PCM to give Lessee notice of the fair market value of the Equipment Group as of the date such value is given. PCM shall determine the fair market value in its reasonable discretion and shall provide Lessee notice thereof within fifteen (15) days after Lessee's request. Within ten (10) days after receiving notice of the fair market value from PCM, Lessee may exercise its purchase option by giving PCM notice thereof. In any notice of exercise, Lessee shall also give PCM notice terminating the lease as required by, and under the terms of, Section 3 hereof. The closing of Lessee's purchase of the Equipment Group shall occur on the first business day after the last day of the lease.

6. **MAINTENANCE AGREEMENT.**

 X Lessee must maintain a maintenance agreement on the Equipment Group under the terms of Section 3(C) of the Master Agreement.

 Lessee is not required to maintain a maintenance agreement on the Equipment Group.

7. **ADDITIONAL REPRESENTATIONS AND WARRANTIES OF LESSEE.** In addition to the representations and warranties Lessee made in the Master Agreement, Lessee hereby represents and warrants to PCM as follows:

(a) If different from that set forth above, Lessee's principal place of business is _____

(b) Unless moved as permitted by the terms of the Master Agreement, the Equipment Group shall be located at the following address(es) at all times during the Equipment Group Lease Term:

PCM:

LESSEE:

PCM LEASING CORP.

By: _____

By: _____

Name: HARRY C. ZECY

Name: _____

Title: PRESIDENT

Title: _____

Dated: _____

Dated: _____