

# EQUIPMENT LEASE



**Susquehanna Commercial Finance, Inc.**  
1566 Medical Drive, Suite 201  
Pottstown, PA 19464

TEL: (610) 705-4999  
(800) 786-0004

FAX: (610) 705-4088  
(800) 786-0023

Lease No.
Fed EIN:
Ref No:

LESSEE (TYPE OR PRINT)	VENDOR (TYPE OR PRINT)
Name	Name
Contact	Salesperson
Telephone	Telephone
Billing Address	Address
City / State / Zip	City / State / Zip

TERMS AND CONDITIONS — PLEASE READ CAREFULLY BEFORE SIGNING

DESCRIPTION OF EQUIPMENT LEASED

Quantity	Serial Number	Type, Make, Model

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address	City	State	County
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SCHEDULE OF RENTAL PAYMENTS

Term of Lease (In months)	Total Number of Rental Payments	AMOUNT OF EACH PAYMENT			FIRST PAYMENT AMOUNT
		Rent	Sales Tax	Total	First + Last Period Payment(s) + Processing Fee = Total Payment Encl.
		\$	\$	\$	\$
					PAYMENT FREQUENCY
		\$	\$	\$	Monthly

END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply. <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fair Market Value <input type="checkbox"/> Fixed Price Purchase Option of _____ % Total Cash Price
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1. **NON-CANCELABLE LEASE.** The lessor named below ("Lessor"), hereby unconditionally leases to Lessee and Lessee hereby unconditionally leases from Lessor the equipment described above ("Equipment") upon the terms and conditions set forth in this Equipment Lease Agreement ("Lease"). The term "Lessee" shall include all Lessees who have signed this Lease, each and all of whom shall be jointly and severally liable. This Lease cannot be cancelled or terminated except as expressly provided herein. Lessee authorized lessor to correct obvious errors within lease and to insert the lease number, serial numbers and other data identifying the equipment and other missing terms following lessee's execution of lease.
2. **TERM, RENT AND SECURITY DEPOSIT.** The Security Deposit is due and payable at the time Lessee signs this Lease. The lessor may apply any advance payments as a security deposit. The security deposit may be applied at the end of the lease to satisfy any outstanding late charges or miscellaneous fees. Lessee shall pay Lessor rent for the use of the Equipment, at such place as Lessor may designate. The aggregate rent over the Lease Term shall equal the Total Number of Rental Payments multiplied by the Amount of Each Payment plus applicable sales/use taxes. The lessor may charge a partial or interim rental payment for the time between the date funded and the date the first regular payment is due. The due date of the first Rental Payment is the date upon which the Equipment is delivered to and accepted by Lessee, or any later date designated by Lessor. Lessee agrees that Lessee's obligation to pay all rent and perform all other obligations under this Lease shall be absolute, irrevocable, unconditional, and independent and shall be paid and performed without abatement, deduction, or offset of any kind or nature whatsoever. Advance rentals and security deposits are not refundable if Lease does not commence for any reason.
3. **CHOICE OF EQUIPMENT.** This is a "finance lease" as defined in Article 2(A) of the Uniform Commercial Code. Lessee has chosen the manufacturer and type of Equipment listed above and the Equipment is of the type, design and manufacturer designated by Lessee and is suitable for Lessee's purposes. Lessor has acquired or will acquire the Equipment in connection with this Lease. Lessee acknowledges either (a) the Lessee has reviewed and approved any written purchase order, supply contract or purchase agreement ("Supply Contract"), covering the Equipment purchased from the vendor or seller thereof ("Vendor") for lease to Lessee; or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Vendor; (ii) that the Lessee may have rights under the Supply Contract; and (iii) that the Lessee may contact the Vendor for a description of such rights that Lessee may have under the Supply Contract. Lessor shall not be liable for damages for any reason, for any act or omission of the Vendor. If within thirty (30) days from the date Lessee or Lessor orders the Equipment, the same has not been delivered, installed and accepted by the Lessee in form satisfactory to Lessor, Lessor may upon notice terminate the Lease and its obligations to Lessee. Lessee shall accept the Equipment in accordance with the terms of the Supply Contract, and hereby authorizes Lessor to add to the Lease and/or any financing statement, the serial number of each item of Equipment so delivered. Lessor shall not be liable for any terms or conditions of Lessee's purchase order except for the payment of the actual cost to the Vendor once Lessee has accepted the Equipment under this Lease and executed all documentation required by Lessor. Lessor agrees, to the extent they are assignable, to assign to Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment. Upon delivery of the equipment, Lessee shall inspect the Equipment and, if acceptable, shall sign a Certificate of Acceptance in the form provided by Lessor. ONCE THE CERTIFICATE OF ACCEPTANCE HAS BEEN SIGNED BY THE LESSEE, THIS LEASE SHALL BE NON-CANCELABLE FOR THE FULL LEASE TERM. If Lessee cancels this Lease after signing this Lease but prior to delivery of the Equipment, or if Lessee refuses to sign the Certificate of Acceptance after the Equipment has been delivered to Lessee, Lessee agrees to indemnify and hold harmless Lessor from any claims or losses, including court costs and attorneys fees, arising out of Lessor's purchase of the Equipment at Lessee's request.
4. **ACCEPTANCE OF LEASE. LESSEE ACKNOWLEDGES THAT LESSOR SHALL NOT BECOME CONTRACTUALLY BOUND BY THIS LEASE UNTIL IT IS ACCEPTED BY LESSOR.** Lessor has no connection whatsoever with the Vendor, and no representation as to the Equipment or any other matter by the Vendor shall relieve Lessee of any obligation under this Lease.
5. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges that Lessor is not the manufacturer of the Equipment, nor the manufacturers or Vendor's agent. Nor is the Vendor an agent of Lessor. Lessee has selected the Equipment based upon Lessee's own judgment. Lessee disclaims any reliance upon any statements or representations made by Lessor and acknowledges that representations made by Vendor, unless specifically contained in this Lease, shall not be binding upon Lessor, LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY, MATERIALS, DURABILITY, DESIGN, WORKMANSHIP, OPERATION OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, FITNESS FOR USE FOR THE PARTICULAR PURPOSES AND USES OF LESSEE, OR OF LESSOR'S TITLE TO THE EQUIPMENT, OR OTHERWISE. Lessor shall not be liable to Lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or for any damages based on strict or absolute tort liability or Lessor's or Vendor's negligence, or due to the repair, service or adjustment of the Equipment, or by any delay or failure to provide any maintenance, repair, service or adjustment, or by an interruption of service, or for any loss of business however caused. NO DEFECT OR UNFITNESS OF THE EQUIPMENT OR THE FACT THAT THE EQUIPMENT SHALL NOT OPERATE OR THAT IT SHALL OPERATE IMPROPERLY SHALL RELIEVE LESSEE OF ANY OBLIGATION UNDER THE LEASE.
6. **TITLE; PERSONAL PROPERTY.** The Equipment is and shall remain the sole personal property of Lessor. No right, title or interest in the Equipment shall pass to Lessee other than the right to maintain possession and use of the Equipment during and for the full Lease Term.
7. **LOCATION; INSPECTION; LANDLORD'S WAIVER.** Lessee shall obtain from any landlord(s) of the premises where the Equipment will be located a Landlord's Waiver, in form and content satisfactory to Lessor, prior to the delivery of the Equipment to such location. Lessee shall not move the Equipment from the location noted in this Lease without the prior written consent of Lessor. Lessor, or any employee or agent of Lessor, shall have the right, at any reasonable time or times and without notice to Lessee, to enter upon the premises where the Equipment is located for the purpose of confirming the existence, condition and proper maintenance of the Equipment. Lessor shall have the right to affix labels to the Equipment in a prominent place to identify Lessor's ownership thereof.
8. **USE, MAINTENANCE AND REPAIR.** Lessee shall use the Equipment in the manner for which it was intended, solely for Lessee's business purposes, in accordance with all applicable manuals and instructions and in compliance with all applicable laws and regulations, and in conformity with the terms and conditions of any insurance policy obtained thereon. Lessee, at Lessee's own cost

and expense, shall keep the Equipment in good repair, condition and working order, ordinary wear and tear only excepted, and shall furnish all parts, maintenance and servicing required. All replacement parts and repairs made to or placed upon the Equipment shall become the property of Lessor. Lessee may, with Lessor's prior written consent, make such modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided such modifications shall not diminish the value or utility of the Equipment, or cause the loss of any warranty or insurance thereon or any certification necessary for the maintenance thereof, and shall be readily removable without causing damage to the Equipment. Upon return to Lessor of Equipment as to such modifications which have been made, Lessee shall remove the same and restore the Equipment to its original condition, reasonable wear and tear only being excepted, and if not so removed, title thereto shall automatically vest in Lessor. If Lessee's use of the Equipment exceeds 2,000 running hours per unit per year, Lessee will pay Lessor additional rent equal to \$1.50 for each hour of excess use per unit. Prior to or in conjunction with the execution of this Lease, or applicable schedule, Lessor or an authorized agent of Lessor may complete a Survey regarding the anticipated use of the Equipment, where such Survey will be attached to and become part of this Lease, or applicable schedule. If the Lessee's usage or application of the Equipment exceeds the hours of use or working conditions set forth in the Survey, Lessee will pay Lessor \$1.50 for each hour of excess use per unit and reimburse Lessor for all costs or expenses necessary to bring the Equipment up to good operating condition.

**9. ENTIRE AGREEMENT.** This Lease contains the entire agreement and understanding between Lessee and Lessor. No amendment, modification or waiver of the provisions of this Lease shall be binding on the parties hereto unless set forth in writing and signed by the parties.

**10. TAXES.** Lessee shall pay directly, or to Lessor, as Lessor directs, all license and registration fees, sales and use taxes, and personal property taxes and charges, which during the Lease Term may be imposed by any governmental entity upon this Lease or the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, whether assessed to Lessor or Lessee and whether due before, during or after termination of this Lease. All required personal property tax returns relating to the Equipment shall be filed by Lessor, unless otherwise agreed in writing. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.

**11. INDEMNITY.** Lessee assumes liability for and agrees to indemnify, defend (if requested by Lessor) and keep harmless Lessor from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs and expenses, including court costs and Lessor's attorney's fees, of whatever kind imposed on, incurred by or asserted against Lessor in any way relating to the manufacture, selection, purchase, ownership, delivery, lease, possession, use, operation, condition, repair, storage, return or disposition of the Equipment, including without limitation, any claim alleging latent or other defects whether or not discoverable by Lessor or Lessee, and any claim arising out of strict liability in tort. This Paragraph 11 shall survive expiration or termination of this Lease and repossession or return of the Equipment.

**12. LOSS OR DAMAGE.** Lessee hereby assumes and shall bear the entire risk of loss or destruction of or damage to the Equipment from any cause whatsoever, whether or not insured, until the Equipment is returned to Lessor. No such loss or damage shall relieve Lessee from any obligation under this Lease. In the event of damage to, loss or destruction of the Equipment, Lessee shall notify Lessor in writing of such fact and shall, at the option of Lessor, (a) place the Equipment in good condition and working order, (b) replace the Equipment with like equipment in good condition and working order and transfer clear title to such replacement equipment to Lessor, whereupon such equipment shall be subject to this Lease and be deemed the Equipment for purposes hereof; or (c) pay to Lessor the total of all unpaid rents for the entire Lease Term plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease Term. Whereupon this Lease shall terminate. Any insurance proceeds received with respect to the Equipment shall be applied, in the event option (c) is elected, in reduction of the then unpaid obligations of Lessee to Lessor, if not already paid by Lessee, or, in the event option (a) or (b) is elected, to reimburse Lessee for the costs of repairing, restoring or replacing the Equipment upon receipt by Lessor of satisfactory evidence that such repair, restoration or replacement has properly been completed.

**13. INSURANCE.** Lessee shall keep the Equipment insured against theft and all risks of loss or damage from every cause whatsoever for not less than the replacement cost of the Equipment and shall carry public liability insurance, both personal injury and property damage, covering the Equipment and its use, in minimum amounts of coverage, policy provisions and carriers acceptable to Lessor. Such insurance for theft, loss or damage shall name Lessor as Loss-Payee, and such liability insurance shall name Lessee as Named Insured and Lessor as Additional Insured. Lessee shall pay the premiums therefor, be responsible for all deductible portions thereof, and shall deliver to Lessor upon request evidence satisfactory to Lessor of such insurance coverage; however, Lessor shall be under no duty to ascertain the existence of or to examine such insurance policies or to advise Lessee in the event such insurance coverage shall not comply with the requirements thereof. The proceeds of such insurance payable as a result of loss or damage to the Equipment shall be applied as set out in Paragraph 12. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts in payment for loss or damage under any said insurance policies.

**14. COLLECTION EXPENSES, INTEREST AND ADVANCES.** Should Lessee fail to pay any part of a Rental Payment or any other sum required to be paid by Lessee to Lessor hereunder within 5 days of the date such payment comes due, Lessee shall pay Lessor a late charge on such delinquent payment of 10% of the Rental Payment, but not less than \$5.00, and the expenses of any collection agency, service or attorney employed by Lessor to collect said payments. All advances made by Lessor to preserve the Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor together with interest thereon at the rate of 18% per annum or the highest rate permitted by law if lower, until paid.

**15. DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder: (a) Lessee's failure to pay any Rental Payment or other sum due Lessor or any affiliate of Lessor within ten (10) days after the due date thereof; (b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease or any other agreement with Lessor or any affiliate of Lessor and such failure continues for twenty (20) days following written notice from Lessor; (c) a writ of attachment or execution is levied upon the Equipment and is not released or satisfied within ten (10) days; (d) the filing by or against Lessee of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (e) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, the appointment of a receiver or trustee for Lessee or for Lessee's assets, the commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, or Lessee ceases doing business as a going concern; (f) there is a substantial change in the ownership, control or management of Lessee; (g) any representation, warranty or signature herein or made by Lessee or any Surety or Guarantor of Lessee's obligations in any document delivered to Lessor in connection with this Lease shall be false or misleading in any material respect when made; (h) Lessee is in default under any other agreement with Lessor any affiliate of Lessor; (i) Lessee engages in any criminal conduct that subjects the Equipment to seizure and/or confiscation by governmental authorities; (j) Lessee uses or permits use of the Equipment in a fashion not covered by the required insurance policies; (k) without the prior written consent of Lessor, Lessee attempts to remove, sell, transfer, encumber, part with possession, or sublet any item of Equipment; or (l) Lessee shall suffer an adverse material change in its financial condition from the date hereof and, as a result, Lessor deems itself or any of its Equipment to be insecure.

**16. REMEDIES.** Upon the occurrence of an event of default, Lessor may exercise, at its sole discretion, any or all of the following remedies, which remedies are cumulative and not alternative and may be exercised singly, together and on one or more occasions: (a) provide written notice to Lessee of the default, declare the entire balance of the unpaid rent for the full Lease term immediately due and payable, and sue for and recover as liquidated damages and not as a penalty all rent and any other payments then accrued or accelerated under this Lease; (b) provide written notice to Lessee of the default and require that Lessee return the Equipment to Lessor as provided in Paragraph 18 hereof, and in the event Lessee fails to so return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment free from all claims by Lessee and without liability for trespass or any damages. Such return or repossession of the Equipment shall not constitute a termination of this Lease unless Lessor expressly so notifies Lessee in writing. In the event the Equipment is returned or repossessed by Lessor and unless Lessor has terminated this Lease, Lessor will sell or re-lease the Equipment to such persons and upon such terms as Lessor may reasonably determine, at one or more public or private sales and with or without notice to Lessee, and apply the net proceeds thereof after deducting the costs and expenses of such sale or re-lease to Lessee's obligations hereunder with Lessee remaining liable for any deficiency and with any excess being retained by Lessor. (The proceeds of a re-lease of Equipment shall be the amount reasonably assigned by Lessor as the value of the Equipment in determining the rent under such re-lease. In the event of a sale, an amount equal to the present value of the estimated fair market value of the Equipment at the expiration of the originally scheduled Lease Term shall be deducted to arrive at the net proceeds of such sale); and/or (c) pursue any other remedy at law or in equity. Lessee agrees to pay Lessor all costs and expenses, including court costs and attorney's fees, incurred by Lessor in exercising any of its rights or remedies. If this Lease is deemed at any time to be one intended as security, Lessee agrees that the Equipment shall be secure, in addition to the indebtedness set forth herein, indebtedness at any time owing by Lessee to Lessor or any affiliate of Lessor.

**17. ASSIGNMENT.** Without the prior written consent of Lessor, Lessee shall not sublet, lend, deliver, assign, or pledge this Lease, the Equipment or any interest in either, or permit any lien, charge or encumbrance thereon. Lessee will not abandon or relinquish possession of the Equipment to any party other than Lessor. In the event Lessee sells or assigns substantially all its assets without Lessor's prior consent, Lessee will be deemed to have automatically granted Lessor a lien on all the assets so sold or assigned. All rights of Lessor in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, on one or more occasions, without notice to Lessee, but always subject to the rights of Lessee under this Lease. In the event of an assignment by Lessor, no breach or default by Lessor hereunder shall excuse performance by Lessee of any provision hereof, it being understood that in the event of such default or breach by Lessor that Lessee shall pursue any rights on account thereof solely against Lessor and shall not assert against such assignee any defense, counterclaim or set-off which Lessee may have against Lessor. If Lessee is given notice of any such assignment, Lessee agrees to acknowledge receipt thereof in writing and, if so directed therein, to pay directly to such assignee all sums payable hereunder. Subject to the foregoing, this Lease insures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

**18. RETURN OF EQUIPMENT; APPLICATION AND RETURN OF SECURITY DEPOSIT.** Upon expiration of the Lease Term or other termination, Lessee shall immediately return the Equipment in first-class condition, less ordinary wear and tear, to such place within the continental United States as is designated by Lessor. The Equipment shall, at Lessee's sole expense, be properly crated and shipped, as designated by Lessor, freight prepaid and properly insured. Should Lessee not return the Equipment at the end of the Lease Term, Lessee shall continue to pay rent to Lessor in the sum and on the due dates set out in this Lease as a month-to-month lease term until returned by Lessee. Should Lessee fail to return the Equipment upon demand by Lessor, Lessor may recover from Lessee the replacement value of the Equipment. Lessee shall, upon demand by Lessor, pay to Lessor all amounts expended by Lessor to bring the Equipment to first class condition and repair, ordinary wear and tear only from provided use excepted. This obligation of Lessee shall survive the expiration or termination of this Lease, and the repossession or return of the Equipment. Lessor may apply Lessee's Security Deposit to any obligation of Lessee hereunder and will not return such Security Deposit, in whole or in part, until all obligations of Lessee under this Lease have been paid and performed in full. Upon your return of the equipment, we may charge you a lease termination fee of up to \$250.00 per item as reasonable compensation to process returned equipment.

**19. LESSOR'S PAYMENT.** In the event Lessee fails to pay any taxes due pursuant to Paragraph 10 hereof, or other amounts due hereunder, or to procure the insurance required pursuant to Paragraph 13 hereof, or to perform any of its obligations under this Lease, Lessor may, but without any obligation to do so, pay such amounts or perform such obligations. Lessee shall reimburse Lessor, upon demand, the amount of such payment or cost of such performance together with interest thereon at the rate of 18% per annum, or the highest rate permitted by law if lower and Lessee's failure to do so shall be the same as failure to pay any Rental Payment hereunder.

**20. WARRANT OF ATTORNEY.** THE FOLLOWING SETS FORTH A WARRANT OF AUTHORITY FOR ANY ATTORNEY TO CONFESS JUDGMENT AGAINST LESSEE. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST LESSEE, LESSEE, FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT WITH) COUNSEL, AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY WAIVES ANY AND ALL RIGHTS LESSEE HAS, OR MAY HAVE, TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING BEFORE ENTRY OF JUDGMENT UNDER THE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA. LESSEE ACKNOWLEDGES THAT, PURSUANT TO THIS WARRANT OF ATTORNEY, LESSOR IS AUTHORIZED TO ENTER A JUDGMENT AGAINST LESSEE WHICH WILL GIVE LESSOR A LIEN AGAINST LESSEE'S REAL PROPERTY AND WHICH MAY PERMIT LESSOR TO, UTILIZING THE POWER OF STATE GOVERNMENT, SEIZE LESSEE'S PERSONAL PROPERTY INCLUDING LESSEE'S BANK ACCOUNTS. LESSEE SPECIFICALLY ACKNOWLEDGES THAT LESSOR HAS RELIED ON THIS WARRANT OF ATTORNEY IN GRANTING THIS LEASE.

UPON THE OCCURRENCE OF A DEFAULT (AS DEFINED IN PARAGRAPH 19 HEREOF) LESSEE AUTHORIZES ANY PROTHONOTARY OR ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND ENTER JUDGMENT AGAINST LESSEE AT ANY TIME AND FROM TIME TO TIME AND AS OF ANY TERM FOR SUCH AMOUNT AS MAY BE OWING BY LESSEE, INCLUDING, BUT NOT LIMITED TO LEASE PAYMENTS AND THE RESIDUAL PAYMENT, IF ANY, UNDER THIS LEASE WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION, AND WITH ATTORNEYS FEES OF TWENTY PERCENT (20%) BUT IN NO EVENT LESS THAN FIVE HUNDRED DOLLARS (\$500.00) AND LESSEE RELEASES ALL ERRORS IN CONNECTION WITH SUCH ACTION AND WAIVES ALL RIGHTS OF APPEAL WITH RESPECT TO THIS LEASE AS A WARRANT OF ATTORNEY. THIS CONFESSION OF JUDGMENT AND WARRANT OF ATTORNEY SHALL NOT BE EXHAUSTED BY THE USE OR ATTEMPTED USE THEREOF BUT SHALL CONTINUE IN FULL FORCE AND EFFECT AND MAY BE EXERCISED AS OFTEN AS NECESSARY UNTIL ALL AMOUNTS OWING BY LESSEE TO LESSOR PURSUANT TO THE PROVISIONS OF THIS LEASE OR ON ACCOUNT OF THE EQUIPMENT SHALL HAVE BEEN PAID IN FULL. ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, LESSOR AGREES NOT TO LEVY, EXECUTE OR GARNISH ANY RESIDENTIAL REAL PROPERTY AS PROHIBITED BY THE ACT OF JANUARY 30, 1974 (NO. 6) AND REGULATIONS THEREUNDER OF THE LESSEE OR GUARANTOR.

21. **NON-WAIVER; SEVERABILITY ACKNOWLEDGED BY LESSEE.** TIME IS OF THE ESSENCE IN THIS LEASE. No waiver by Lessor of any breach or default shall constitute a waiver by Lessor of any additional or subsequent breach or default nor shall it be a waiver of any Lessor's right. Any provision of this Lease which for any reason may be unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease. Any such unenforceability in any jurisdiction shall not render unenforceable such provisions in any other jurisdiction.

22. **LESSEE'S WAIVERS.** To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon Lessee by the Uniform Commercial Code or other applicable law, including without limitation, Lessee's right to (i) cancel this Lease; (ii) repudiate this Lease; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty or for any other reason; (vi) a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, general, incidental or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, retinue, sequestration, claim and delivery, or the like, for any Equipment identified in this Lease. To the extent permitted by applicable law, Lessee also waives any rights now or later conferred by law which may require Lessor to sell, lease or otherwise dispose of the Equipment in mitigation of Lessor's damages as set forth in Paragraph 16 or which may otherwise limit or modify any of Lessor's rights or remedies under Paragraph 16. Any action by Lessee against Lessor for any default under this Lease, including breach of warranty or indemnity, if any, shall be commenced within one (1) year after any such cause of action arose.

23. **NOTICES.** Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mails, certified, return receipt requested, postage prepaid, addressed to such party as its address set forth above or at such other address as such party may have subsequently provided notice in writing pursuant to this Lease.

24. **JURISDICTION AND VENUE.** This Lease shall be binding and effective when accepted by an officer of Lessor at its home office in Pennsylvania, shall be deemed to have been made in Pennsylvania and, except for local filing requirements, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Lessee knowingly and voluntarily consents and submits to the jurisdiction of the Federal and State courts of Pennsylvania for purposes of adjudicating the rights and liabilities of the parties pursuant to the Lease. Lessee also knowingly and voluntarily waives the right to trial by jury in any matter or proceeding brought under this Lease.

25. **FINANCIAL INFORMATION.** Lessee shall provide such financial information and statements to Lessor, in form and content satisfactory to Lessor, within 90 days of the end of each fiscal year of Lessee.

26. **UCC FILINGS.** Lessor and Lessee agree that a reproduction of this Lease may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code. Lessee irrevocably appoints Lessor, its officers and employees, as Lessee's attorney-in-fact, with full power in Lessor's or Lessee's name to execute and file all such financing statements and other documents as Lessor deems necessary or advisable hereunder. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

27. **EXPENSES.** Lessee shall reimburse Lessor, upon request for reasonable expenses incurred in connection with this Lease transaction, including without limitation, processing fees, cost of obtaining credit reports, filing fees, overnight delivery, long distance telephone charges and copying costs.

28. **WARRANTY OF BUSINESS PURPOSE.** Lessee hereby warrants and represents that the Equipment will be used only for Lessee's business purposes, and Lessee acknowledges that Lessor has relied upon this representation in entering into this Lease.

29. **FACSIMILE.** Lessee agrees that a Facsimile copy will be treated as an original and will be admissible as evidence of this Lease.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON THE REVERSE SIDE, WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ. THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR.

Lessor: **SUSQUEHANNA COMMERCIAL FINANCE, INC.**  
1566 MEDICAL DRIVE, SUITE 201 POTTSTOWN, PA 19464

By: \_\_\_\_\_  
(Signature) (Title) Date

Lessee Name :

\_\_\_\_\_  
(Signature) Date

Signer Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY AGREEMENT**

In consideration for and to induce Lessor to enter into the above Equipment Lease Agreement ("Lease") with Lessee at the request of the undersigned (whether one or more persons), jointly and severally obligated and called ("Surety") in reliance upon this Surety Agreement, and intending to be legally bound hereby, Surety agrees to be bound by the provisions of the Lease, which shall be binding on Surety as a direct and primary obligation, and guarantees to lessor and any assignee or assignees of Lessor then holding this Lease (referred to as "Holder") the prompt payment of all payments to be made by the Lessee pursuant to the terms of this Lease and the proper performance by the Lessee of all the terms, conditions, and covenants of this Lease, regardless of any invalidity or unenforceability thereof. Surety promises to pay all of the Holder's expenses incurred in enforcing this Surety Agreement, including Holder's court costs and attorney's fees.

Surety waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee any extension or indulgence under the Lease, and may proceed directly against Surety without first proceeding against Lessee or disposing of any security afforded Holder under the Lease, without in any way affecting Holder's rights under this Surety Agreement. Accounts settled between Holder and Lessee shall bind Surety. This Surety Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Surety hereby knowingly and voluntarily consents and submits to the jurisdiction of the courts of Pennsylvania for purposes of adjudicating the rights and liabilities of the parties pursuant to this Surety Agreement and waives the right to trial by jury in connection with any matter or proceeding brought hereunder. This Surety Agreement shall bind the heirs, administrators, personal representatives, successors and assigns of Surety.

Surety: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature (No Titles)

Surety: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature (No Titles)

Rev Date: 7/10/07

**By signing this document above, I hereby acknowledge that I have fully read pages 1, 2 and 3**