

LEASE AGREEMENT

CREDENTIAL LEASING CORPORATION

2525 N. Seventh Street, Harrisburg, PA 17110

DESCRIPTION OF LEASED EQUIPMENT (Include quantity, make, model, serial no. and all attachments.) (Attach separate Schedule "A" if necessary.)

VENDOR'S NAME	
LEASING CUSTOMER (Lessee): (Complete Legal Name. If a corporation, use EXACT registered corporate name.)	
Company Name	Telephone No.
Billing Address	Equipment Location (If other than Billing Address)
County:	County:

SCHEDULE OF RENTAL PAYMENTS

NUMBER OF MONTHS	MONTHLY PAYMENT	SECURITY DEPOSIT	ADVANCED PAYMENT	PROCESSING FEE
	\$	\$	\$	\$
	PLUS APPLICABLE TAXES			

1. **FINANCIAL TERMS:** You (the leasing customer or lessee) agree to lease from us (the above named leasing company) for the term and monthly rental set forth above the equipment listed above along with all accessories and/or additions (the equipment). The term of this Lease will begin upon delivery and acceptance of the equipment. The advance payments and/or security deposit are due when the lease is signed. Remaining payments are due on the first day of each month throughout the term of this lease. You will be charged late fee equal to ten percent (10%) or Ten (\$10.00) Dollars whichever is greater of any payment that is ten (10) or more days overdue. We may, but are not obligated to, apply the security deposit to cure any defaults under this Lease. At the end of the Lease, including all renewals and provided you have fulfilled all the provisions and terms of the Lease, we shall return any remaining balance of the security deposit. If you are not in default under the terms of this Lease or any other agreement with us, you shall have the option of purchasing the equipment in whole, and not in part, on an as-is and where-is basis for the sum of One (1.00) Dollar.
2. **DISCLAIMER OF WARRANTIES:** THIS LEASE CANNOT BE CANCELLED. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. YOU EXPRESSLY DISCLAIM ANY RELIANCE UPON STATEMENTS MADE DIRECTLY OR INDIRECTLY AS TO THE DURABILITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE EQUIPMENT. WE ARE NOT RESPONSIBLE FOR SERVICE, REPAIRS OR ACTS OF SUPPLIER. YOU SHALL BE ENTITLED TO THE BENEFIT OF ANY MANUFACTURER'S OR SUPPLIER'S WARRANTIES ON THE EQUIPMENT TO THE EXTENT PERMITTED BY APPLICABLE LAW. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELEASE YOU OF YOUR OBLIGATIONS UNDER THIS LEASE.
3. **TITLE:** We have and shall at all times have title to the equipment during the Lease. You agree this is a "true lease" not a sale or loan. However, if the Lease is determined not to be a "true lease", you hereby grant us a security interest in the equipment. You hereby give us power of attorney to sign and file financing statements in order to perfect this security interest. You agree to pay all filing fees and other administrative and processing fees. You also agree this is a "finance lease" under Article 2A of the Uniform Commercial Code.
4. **INSURANCE:** You agree to keep the equipment insured against all risks of loss including but not limited to, loss by fire (including "extended coverage"), theft and collision in an amount at least equal to the replacement cost of the equipment. You agree to list us as a loss payee on all such insurance policies. You also agree to carry public liability insurance listing us as an additional insured in an amount acceptable to us. You agree to provide us with satisfactory written evidence of all such insurance. You agree to give us prompt notice of any damage or loss to the equipment.
5. **TAXES AND OTHER FEES: INDEMNIFICATION:** You agree to comply with all laws, regulations and orders relating to this Lease and to pay us when due all fees and taxes such as property, sales and use taxes now and hereafter imposed by any governmental body or agency upon any use thereof, and to assume the risk of liability arising from or pertaining to the possession, operation or use of the equipment. You agree to indemnify, hold harmless and defend us against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the use, possession, operation and transportation of the equipment. Any fees, taxes or other lawful charges paid by us upon your failure to make such payments, shall immediately become due to us. These promises will continue after this lease ends.
6. **EVENTS OF DEFAULT; REMEDIES:** You are in default if you fail to perform or observe any provision contained in this Lease and this continues for ten (10) days after written notice is sent by us. If you default, we may do any one or more of the following: (i) terminate the Lease; (ii) declare all amounts that are owed and all future payments that would become due for the full term of the Lease to be immediately due and payable; and/or (iii) demand that you return all equipment to us. You shall be responsible for all legal fees and other costs and expenses resulting from your default and/or the exercises of our remedies. No remedy referred to in this Paragraph shall be exclusive but each shall be cumulative and in addition, we shall have the right to any other remedy referred to above or otherwise available to us at law or in equity. This Lease shall in all respects be governed by, and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. With respect to the resolution of any and all disputes arising under the Lease, you agree and consent to jurisdiction and venue in the court of Common Pleas of Dauphin County, PA and/or the United States District Court for the Middle District of PA.
7. **USE; REPAIRS; LOSS; DAMAGE:** You agree to operate this equipment according to the manufacturer's instructions and for business purposes only. You agree to keep all equipment in good repair, condition and working order. All parts furnished by you shall immediately become part of the equipment and our property. If equipment is condemned, seized, lost, stolen, or damaged beyond repair for any reason, you shall immediately pay us the installments of rent remaining unpaid under this Lease and we will then transfer without recourse or warranty, all of our right, title and interest in the equipment. At the end of the lease, if you decide to return the equipment to us you must do so freight prepaid to a location and a manner reasonably designated by us.
8. **ASSIGNMENT:** You agree that you may not assign this Lease or sublease the equipment to anyone else. You agree that we may sell or assign any of our interests to a new owner or secured party without notice to you.
9. **MISCELLANEOUS:** The Lease shall be for the benefit of each of us and our respective successors and assigns. The term "you" as used in this Lease shall mean and include any and all lessors who sign this Lease, each of whom shall be jointly and severally liable. This Lease will not be binding on us until signed below. This Lease constitutes our entire understanding and supercedes any and all prior agreements or discussions between us. The captions in the Lease are for convenience only and shall not define or limit any of the terms in this Lease. For your convenience, we agree to accept a facsimile copy of this Lease with facsimile signatures. You agree a facsimile copy will be treated as an original and will be admissible as evidence of this Lease. Any changes to this Lease shall be effective only in writing and executed with the same formality as this Lease. You agree to deliver to us all properly executed documents and do whatever else that we may ask that will carry out the intent and purpose of this Lease. If any term, condition, clause or provision of this lease shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provisions shall be removed from this Lease and in all other respects this Lease shall continue in full force. The failure of either of us to insist upon the strict performance of any of the provisions of the Lease shall not be interpreted as a waiver of any future default of the same or similar nature.

<p>X AUTHORIZED SIGNATURE</p> <p>PRINT NAME AND TITLE _____ DATE _____</p>	<p>WITNESS</p> <p>DATE: _____</p>
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To encourage us (the above named leasing company) to enter into the above Lease, you guarantee to Lessor the payment when due of all Lessee's debts to us under the Lease. We are not required to act against Lessee or the Equipment or enforce any other remedy before proceeding against you. You agree to pay all attorney fees and costs incurred by the Lessee's default. You agree to any changes granted to Lessee including the release of any other guarantor. This is a continuing Guaranty and shall not be discharged or affected by the death of any guarantor and shall bind your heirs or administrators and may be enforced by or for the benefit of any of our assignees or successors. You agree that in the event of any litigation arising from the subject matter of this guaranty, that jurisdiction and venue shall be in the Court of Common Pleas of Dauphin County, Pennsylvania. You further agree to be bound by all of the terms and conditions of the Lease Agreement as if a Lessee, and agree that your liability shall be joint and several with the Lessee.

<p>X</p> <p>WITNESS SIGNATURE _____ DATED _____</p> <p>X</p> <p>WITNESS SIGNATURE _____ DATED _____</p>	<p>X</p> <p>PERSONAL GUARANTOR SIGNATURE _____ DATED _____</p> <p>X</p> <p>PERSONAL GUARANTOR SIGNATURE _____ DATED _____</p>
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ACCEPTED BY LESSOR:	By:	Title:	Date:	Lease #:
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