

LEASE TERMS CONTINUED FROM OTHER SIDE OF THIS LEASE

ORDERING EQUIPMENT. You request that we arrange delivery to you at your expense. If the Equipment has not been delivered, installed, and accepted by you within forty-five (45) days from the date that we ordered the Equipment, we may on ten (10) days written notice to you terminate the Lease and our obligations to you. In the event that we have issued a purchase contract, or you have entered into a purchase contract for the Equipment, you agree that the purchase order or contract is acceptable to you. If you have entered into a purchase contract for the Equipment, you agree to assign it to us, effective when we pay for the Equipment.

TAX: Sales and/or use tax, if any, is included, or 5% of payment, whichever is greater per occurrence.

NON-SUFFICIENT FUNDS. The Lessee shall be charged \$25.00 for each check that is returned to the Lessor for lack of sufficient funds.

NON-CANCELABLE LEASE. The Lease cannot be cancelled by you. Lessor agrees to transfer ownership to Lessee upon receipt of all payments and Buyout amount.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the Equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear.

CARE AND OPERATION OF EQUIPMENT. The Equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment, including registration and/or licensing requirements, if any.

ALTERATIONS. Lessee shall be permitted to make alterations to the Equipment, if the alterations do not reduce the value of the Equipment or significantly alter the purposes for which the Equipment is designed. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

MAINTENANCE AND REPAIR. The Lessee shall maintain the Equipment in good repair and operating condition, allowing for reasonable wear and tear. The Lessee shall pay all costs required to maintain the Equipment in good operating condition. Such costs shall include labor, material, parts and similar items.

LESSOR'S RIGHT OF INSPECTION. The Lessor shall have the right to inspect the Equipment during Lessor's normal business hours.

RETURN OF EQUIPMENT. At the end of the Lease term, the Lessee shall be obligated to return the Equipment to the Lessor at the Lessee's expense if in default of Lease agreement.

INSTALLATION. Lessor shall have no responsibility regarding the installation of the Equipment and any deficiency or defect in the installation of the Equipment shall be the responsibility of the Equipment manufacturer or its agent.

OWNERSHIP AND STATUS OF EQUIPMENT. The Equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the Equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the Equipment. Lessor agrees to transfer ownership to Lessee upon receipt of all payments and Buyout amount.

NO WARRANTIES. The Lessor makes no warranties, express or implied, as to the Equipment leased, and the Equipment is taken by the lessee in 'AS IS' condition, except for any warranties made by the manufacturer or supplier. The Lessee assumes the responsibility for the condition of the Equipment.

LIMITATION OF LIABILITY, LESSOR SHALL NOT BE RELIABLE TO LESSEE OR ANYONE CLAIMING THROUGH LESSEE FOR LOST PROFITS, OR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY OF LESSOR FOR LOSS OR DAMAGES. If the Equipment is damaged or lost the Lessor shall have the option of requiring the Lessee to repair the Equipment to a state of good working order, or replace the Equipment with like Equipment in good repair, which Equipment shall become the property of the Lessor and subject to this Lease.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the Equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability. Lessor shall be named as an additional insured and shall have the right to approve in its reasonable discretion the form of the policy and the carrier. Lessee shall deliver to Lessor evidence of such insurance satisfactory to Lessor prior to taking possession of the Equipment.

CASUALTY INSURANCE. The Lessee shall insure the Equipment in an amount sufficient to cover the replacement cost of the Equipment. Lessor shall be named as an additional insured and shall have the right to approve in its reasonable discretion the form of the policy and the carrier. Lessee shall deliver to Lessor evidence of such insurance satisfactory to Lessor prior to taking possession of the Equipment.

TAXES AND FEES. During the term of this Lease, the Lessee shall pay all taxes, assessments, and license and registration fees on the Equipment. In some cases a UCC termination Fee will be charged at time Equipment is paid in full, not to exceed \$150.00.

DEFAULT. The occurrence of any of the following shall constitute a default under this Lease:

- A. The failure to make a required payment under this Lease no later than five (5) days after the due date.
- B. The violation of any other provision or requirement that is not corrected within ten (10) days after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Lessee.
- D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

RIGHTS ON DEFAULT. Upon the occurrence of any default and at any time thereafter, Lessor may, without further notice, exercise any one or more of the following remedies, which remedies shall be cumulative:

- A. Terminate this Lease;
- B. Take possession of the Equipment as provided by law;
- C. Cause Lessee, at its expense, to assemble and promptly return the Equipment to Lessor at Lessor's principal place of business;
- D. Sell or lease the Equipment or any part thereof at public auction or by private sale or lease, at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee;
- E. Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover damages for the breach thereof, or
- F. Exercise any other rights or remedies available to Lessor under any applicable law.

COLLECTION FEES. In the event of any default by Lessee in the terms of this Lease, Lessee shall be responsible for and shall reimburse Lessor for all collection fees incurred by Lessor as a result of the default.

ATTORNEY'S FEES. In the event of any default by Lessee in the terms of this Lease, Lessee shall be responsible for and shall immediately reimburse Lessor for all collection fees incurred by Lessor as a result of the default.

OTHER RIGHTS. You agree that any delay or failure to enforce our rights under this Lease does not prevent us from enforcing any rights at a later time.

NOTICE. All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of the Lease.

ASSIGNMENT. The Lessee shall not assign or sublet any interest in this Lease or the Equipment or permit the Equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessors prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Missouri.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease shall be held to be invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, countered, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be countered as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATION. Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

UCC PROVISIONS. You agree that this Lease is a 'Finance Lease' under the Uniform Commercial Code, that is, you acknowledge that (a) we did not select, manufacture or supply the Equipment, but we did purchase the Equipment for lease to you, and (b) we have given you the name of the supplier of the Equipment you are leasing from us. The name and address of the supplier or manufacturer of the Equipment leased hereunder IS SHOWN ON THE REVERSE SIDE OF THIS PAGE. We hereby notify you that you may have rights under the supply contracts and that you may contact the supplier for a description of those rights or any warranties.

ARBITRATION. Any controversy or claim relating to this Lease, including the construction or application of this Lease, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction. However notwithstanding the above, Lessor may repossess the leased Equipment, if necessary, by means of a replevin action or other judicial proceedings maintained in any court of competent jurisdiction.

SURVIVAL OF PROVISIONS. The provisions of this Lease shall survive the termination of this agreement.

INTEREST AND PAYOFF CALCULATIONS: Interest accrues on a Daily Basis. No prepayment penalty or penalties resulting from early payoff.