

## NON-CANCELABLE LEASE AGREEMENT

This non-cancelable Lease Agreement is between CD Financial Company, Inc., doing business as Resource Leasing Company ("RLC") of **610 Herndon Pkwy, #400 Herndon, VA 20170**, and the Client listed below ("You").

<b>Client Name:</b> <small>(Full legal business name)</small>					<b>Phone:</b>				
<b>D/B/A:</b>									
<b>Own/Rent:</b>	<b>Own</b> <input type="checkbox"/>	<b>Rent</b> <input type="checkbox"/>	<b>If Rent, Landlord:</b>		<b>Phone:</b>				
<b>Address:</b>									
<b>Address 2:</b>					<b>County:</b>				
<b>City:</b>				<b>State:</b>			<b>Zip:</b>		
<b>Contact:</b> <small>(Day to Day)</small>					<b>Phone:</b>				
<b>Email:</b>					<b>Fax:</b>				
<b>Tax exempt:</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>	<b>MUST provide copy of exempt certificate</b>		<b>FEIN:</b>			<b>Business Start Date</b>	
<b>If the Equipment is located at a different Address, You must complete and attach an Additional Location Sheet which will be incorporated herein.</b>									

<b>PRINCIPAL #1</b>	<b>% Ownership</b>		<b>SSN:</b>		<b>DOB:</b>	
<b>Full Name:</b>				<b>Title:</b>		
<b>Home Address:</b>			<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>PRINCIPAL #2</b>	<b>% Ownership</b>		<b>SSN:</b>		<b>DOB:</b>	
<b>Full Name:</b>				<b>Title:</b>		
<b>Home Address:</b>			<b>City:</b>		<b>State:</b>	<b>Zip:</b>

You authorize RLC or any of its subsidiaries and affiliates to make, at any time, any credit or business inquiries which it considers necessary to accept or review acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit and/or criminal check of Your business including its proprietor, partners, principal owners or shareholders or officers. You agree that RLC or any third party RLC retains for purposes of collection efforts may report to one or more credit reporting agencies if You fail to fulfill the terms of this Agreement. If requested to do so by RLC, You shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as RLC may consider necessary to perform initial or periodic reviews of Your financial stability and business practices.

**PART I – EQUIPMENT TYPE, TERM and PAYMENTS (See additional terms and conditions)**

1. RLC agrees to provide You, and You agree to lease from RLC, the following equipment (the “Equipment”):

Manufacturer & Model Type	Qty	Monthly Pmnt (Per Unit)	Extended Pmnt (Qty x Mnthly Pmnt)
1504P BLACK SCANNER , USB CABLE	2	\$14.125	\$28.25
SCANNER STAND	2	\$2.375	\$4.75
<b>Lease Includes ESS (see section 7):</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If “No”, You are responsible for the cost of all repairs)			

**2. TERM AND LEASE AMOUNT**

- a) Your obligations under this Agreement take effect when You sign it. The Agreement term starts on the Rent Commencement Date and continues for 12 months (the “Term”). The Rent Commencement Date is the 1<sup>st</sup> of the month for Equipment shipped on or before the 15<sup>th</sup> of that month, or the 1<sup>st</sup> of the next month for Equipment shipped after the 15<sup>th</sup> of the month.
- b) You will make 12 monthly payments (“Monthly Payments”) to RLC in the amount of:
  - i. “Rent” \$ 33.00, plus
  - ii. “Tax Amount” determined by RLC (see Section 13 for Tax Terms). RLC may collect the first and last monthly Tax Amount payments when it first debits your Checking Account (the “Account”) listed below.
- c) You will make an Advanced Payment of \$ 33.00,
- d) An Administrative Fee of \$35.00 will be due upon signing this Agreement in connection with the processing and administration of this Agreement.
- e) Shipping Fees will be collected via ACH upon notification from the equipment supplier to RLC of the fees incurred for shipping.

<b>MONTHLY PAYMENT</b> (total of extended pmnt)	\$33.00
<b>ADVANCED PAYMENT</b> (same as monthly pmnt)	\$33.00
<b>ADMINISTRATIVE FEE</b> (Non-Refundable)	<b>\$35.00</b>
<b>SHIPPING FEE</b> (Non-Refundable)	<b>TBD</b>
<b>TOTAL AMOUNT COLLECTED WITH 1st ACH</b> (applicable taxes added & included in the ACH debit)	\$101.00

3. **AUTHORIZATION AGREEMENT FOR DEBIT(S)/CREDIT(S).** You authorize Your bank to make and post payments to the Account. If RLC charges the Account in error, RLC will promptly credit the Account after You notify RLC of the error. You must also notify RLC in writing at least ten (10) days in advance of any change in Your account number or bank. RLC will charge You a fee of \$25.00 for any returned ACH debit.

<b>Bank Name:</b>			
<b>Contact:</b>		<b>Tel:</b>	
<b>Acct #:</b>		<b>Routing #:</b> (Must be 9 digits only)	

## PART II – EXECUTION OF AGREEMENT

**BY SIGNING THIS AGREEMENT, YOU CERTIFY TO RLC THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE COMPANY, THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO COMPLY WITH ITS TERMS, INCLUDING THE TERMS ON THE ADDITIONAL PAGES. YOU AGREE THAT FAX SIGNATURES HAVE THE SAME EFFECT AS ORIGINAL SIGNATURES.**

Client: \_\_\_\_\_

dba: \_\_\_\_\_

By (signature):  \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CD Financial Company, Inc.**

dba: Resource Leasing Company

By: \_\_\_\_\_

Printed Name & Title: Jennifer Fulmer, VP Operations

Contact: (703) 787-8420 or [contracts@resource-leasing.com](mailto:contracts@resource-leasing.com)

By (signature):  \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

## GUARANTY

To induce RLC to enter into the Agreement, I, the undersigned Guarantor, absolutely and unconditionally guarantee the full and prompt payment of all of Client's indebtedness and liabilities, and the performance of all of Client's obligations, to RLC under the Agreement (the "Obligations"). I agree that upon Client's default I will pay RLC, in accordance with the terms and conditions of the Agreement, all rents and other sums payable by Client under the Agreement. Further, I acknowledge and agree that: (i) this Guaranty will continue until all obligations of the Client to RLC are fully and finally performed; (ii) this is a guaranty of payment and performance and not of collection, and in no case will RLC be required to attempt collection from Client or pursue any other remedy or action first before collecting from me; (iii) the provisions of the Agreement may be modified or waived without notice to or consent by me and without invalidating this Guaranty; (iv) this Guaranty will be governed by and construed in accordance with the laws of the Commonwealth of Virginia; (v) RLC is authorized to investigate any and all credit information pertaining to this Guaranty and (vi) I will be responsible for all reasonable legal and other costs that RLC incurs enforcing this Guaranty.

Signature:  \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Affiliation with Client: \_\_\_\_\_

**Do NOT use Title. Must be owner, shareholder, etc.**

Signature:  \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Affiliation with Client: \_\_\_\_\_

**Do NOT use Title. Must be owner, shareholder, etc.**

## PART III – ADDITIONAL TERMS AND CONDITIONS

1. You will pay the first Rent payment on the Rent Commencement Date and will pay subsequent Rent payments on the sixteenth day (or the next business day if on a weekend) of each month after that. RLC is not required to segregate any of Your payments (including any Security Deposit or Advanced Payment) from its other funds, or account for any interest. RLC will hold any Security Deposit as security for Your performance and may apply the Security Deposit in whole or part against any of Your obligations. If You do not owe RLC anything after You have exercised your purchase option, RLC will return the Security Deposit to You. Any Advance Payment collected will be applied to the last payment of your initial Term. All payments under this Agreement will be made by direct debit processes. If RLC is unable to access the Account, and/or if You fail to pay any amount due on time, You will pay RLC (a) a late charge in the amount of twenty-five dollars (\$25.00) for each late payment and (b) an interest charge computed daily on the outstanding balance then due and unpaid at the highest interest rate permitted by law up to a maximum annual rate of 18%. Identification data of the Equipment and Commencement Date will be inserted into this Agreement upon execution, or thereafter and a copy of such information sent to you upon your request. You understand that serial numbers may change over the course of this Agreement as replacements are made.

2. **NO WARRANTIES BY RLC. THE EQUIPMENT IS LEASED TO YOU ON A STRICTLY "AS IS" BASIS. RLC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE EQUIPMENT, APPLICATIONS, SOFTWARE OR WIRELESS USAGE, INCLUDING ANY WARRANTIES RELATING TO COMPLIANCE WITH ANY APPLICABLE LAWS, RULES OR REGULATIONS, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE OR TITLE OR FREEDOM FROM LIENS, TRADEMARK, PATENT OR COPYRIGHT INFRINGEMENT AND LATENT DEFECTS (WHETHER OR NOT DISCOVERABLE); ALL SUCH RISKS ARE BORNE BY YOU. RLC WILL NOT BE BOUND BY ANY STATEMENT OR REPRESENTATION REGARDING THIS AGREEMENT UNLESS SET FORTH IN WRITING IN THIS AGREEMENT.** You understand that RLC is leasing the Equipment to you as an accommodation; you acknowledge that should you have any questions or concerns with respect to the Equipment, its performance or usage, you must contact the manufacturer directly. Nothing herein shall excuse you from performing your obligations under this Lease, regardless of concerns you may have with respect to the Equipment, its performance or usage thereof.
3. **DELIVERY; INSPECTION AND ACCEPTANCE BY YOU.** Upon delivery You shall inspect the Equipment. Unless You notify RLC within three (3) business days of delivery of the Equipment that the Equipment does not conform to the Agreement, the Equipment shall be deemed accepted by You. All expenses incurred in connection with RLC's purchase of the Equipment (including shipment, delivery and installation) shall be the responsibility of You and shall be paid upon demand. If You shall, for reasonable cause, refuse to accept delivery of any item of the equipment, the Agreement for such Equipment shall be terminated with respect thereto but You will be financially responsible for any associated fees incurred by RLC by Your refusal of shipment.
4. **TITLE; END OF LEASE AGREEMENT OPTIONS.** RLC will retain title to the Equipment unless You exercise the purchase option. This Agreement is a "true lease" and not a security interest. However, if the Agreement is found not to be a true lease, You grant RLC a first priority security interest in the Equipment and all of Your right, title and interest in and to the Equipment, and all proceeds, in order to secure all of Your obligations to RLC under this Agreement. You hereby authorize RLC to file, without Your signature, one or more financing statements, and amendments thereto, describing such security interest. **This lease shall be considered a "capital lease" for accounting purposes, meaning that You concur (i) it is classified as a purchase by You; or (ii) the lease term is greater than 75% of the Equipment's estimated economic life; or (iii) this lease contains an option to purchase at less than fair market value and ownership of the Equipment is transferred to You at the end of the lease term; or (iv) the lease payments exceed 90% of the fair market value of the Equipment.** At the end of the Term upon 30 days advance written notice to RLC, You may buy all of the Equipment on an "AS IS, WHERE IS" basis for one dollar (\$1.00) per piece. Your notice to RLC to purchase the Equipment, once given, may not be revoked. If you do not provide RLC with notice, then You agree to purchase the Equipment upon the expiration of the lease term. You must retain and provide RLC all shipping information for returned Equipment upon request by RLC. Equipment returned to RLC must be the original, or replaced, Equipment supplied to You by RLC or its agents. You shall be responsible for the full purchase price of any Equipment in the event that You are unable to return the original or replaced Equipment provided to You by RLC or its agents upon the end of the Term or the termination of this Agreement. You agree not to convey any interest in the Equipment or in this Agreement, and any attempted conveyance will be void at its inception.
5. **CANCELLATION.** This constitutes a NON-CANCELABLE Agreement, and Your obligation to pay Rent, and otherwise perform Your obligations under this Agreement is and shall be absolute and unconditional and shall not be subject to any circumstances whatsoever, including, any right of setoff, counterclaim, recoupment, deduction, defense or other right which You may have against RLC, the manufacturer or vendor of the Equipment (the "Suppliers"), or anyone else, for any reason whatsoever.
6. **CARE AND USE OF EQUIPMENT.** You will maintain the Equipment in good operating condition, repair and appearance, and protect it from deterioration, other than normal wear and tear; use the Equipment in the regular course of business only, within its normal capacity, without abuse; comply with all laws, ordinances, regulations, requirements and rules regarding the use, maintenance and operation of the Equipment; and not make any modification, alteration or addition to the Equipment. You will not change the location of any unit of Equipment without providing RLC prior written notice of the new location. You shall not detach, reverse engineer, disassemble or decompile any Equipment, or otherwise remove any parts originally or from time to time attached to the Equipment.
7. **INSURANCE AND RISK OF LOSS.** You will insure the Equipment for its full replacement value against damage and liability. You assume the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the Term and until the Equipment is returned to RLC. If the Equipment is (i) lost, damaged, or destroyed; or (ii) unusable for any reason other than its design, manufacture, or manufacturer assembly, You will

pay RLC to either (a) repair the item, returning it to its proper condition, if possible, (b) replace the item with a like item in good condition, the same utility and of equivalent value, or (c) if lost, pay to RLC by direct debit the estimated replacement value of the Equipment as determined by RLC in its sole and reasonable discretion plus an administrative fee of \$25.00 per piece. If for any reason RLC repairs or replaces any Equipment *NOT* covered by Equipment Support Services (“ESS”), You will pay RLC, by account debit, for all costs that RLC incurs repairing or replacing the defective unit, plus any shipping or other similar charges. If RLC replaces any Equipment as provided in this Paragraph, RLC will cause to be shipped the replacement for the defective unit within two (2) business days after receiving Your written notice of the occurrence and cause of the damage or defect of the unit, and as a condition to replacement, You agree to return the replaced unit to RLC within fifteen (15) days after receiving the replacement unit. Whether or not You are covered by ESS, if You fail to return any Equipment as required, RLC shall treat the unreturned Equipment as being leased on a month to month basis at the same monthly lease payment until returned. If RLC has not received the Equipment within thirty (30) days from the date the replacement Equipment was shipped, RLC shall debit your account for an additional Monthly Payment, and if RLC has not received the Equipment within sixty (60) days, RLC shall debit your account for the estimated replacement value of the Equipment as determined by RLC in its sole and reasonable discretion, plus an administrative fee of \$25.00 per piece. Any replacement unit will upon delivery constitute Equipment for all purposes of this Agreement; and all replaced units received by RLC will no longer constitute Equipment for the purposes of this Agreement.

8. **FORCE MAJEURE.** Your obligations under this Agreement are absolute and will continue without abatement regardless of Your ability to use the Equipment for any reason including, but not limited to, war, acts of God, governmental regulation, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment to operate properly, termination by operation of law, or any other cause.
9. **EVENTS OF DEFAULT.** The following events are a “Default”: (a) You fail to pay or make available any amount due within five (5) days of the date it became due and following RLC’s notice to you, you then fail to cure the payment breach within ten (10) business days of RLC’s notice, (b) You fail to perform any obligation within ten (10) days of the date it was to have been performed, (c) any guarantor revokes or repudiates his/her guaranty, (d) either You or the guarantor file or have filed against it/him/her a petition under the Bankruptcy Code (11 U.S.C. 101 et seq.) or any other insolvency law, or (e) You convey or attempt to convey any interest in all or substantially all of Your assets. Any waiver by RLC of one or more Defaults shall not constitute a waiver of any other Default or provision of this Agreement.
10. **REMEDIES.** If a Default occurs, RLC may: (a) enforce performance of this Agreement or recover damages for any breach; (b) immediately and without notification to You, terminate this Agreement; (c) require You to return the Equipment in accordance with Section 12 or make it available to RLC for pick up; (d) recover from You (i) all amounts due under this Agreement as of the date of RLC’s demand, plus (ii) as liquidated damages (and not as a penalty) all remaining Rent, less any credits and less any discounts required by applicable law, plus (iii) if RLC does not recover the Equipment, the anticipated value of the Equipment as of the end of the Term as determined by RLC; (e) recover from You (i) all reasonable costs and expenses (including attorneys fees and other legal costs) that RLC incurs enforcing this Agreement due to Your Default and (ii) interest on any and all such amounts due under this Section 10 until such amounts are paid to RLC in full at an annual interest rate which is the lesser of (A) 18% or (B) the maximum such rate permitted by law and/or (f) exercise any other remedies available by law, equity or otherwise (including under the UCC).
11. **ASSIGNMENT; NOTICE OF INTENDED ASSIGNMENT.** RLC MAY, WITHOUT YOUR CONSENT, ASSIGN OR TRANSFER THIS AGREEMENT OR ANY EQUIPMENT, ANY RENT, OR ANY OTHER SUMS DUE OR TO BECOME DUE UNDER THIS AGREEMENT, AND IN SUCH EVENT RLC’S ASSIGNEE OR TRANSFEREE WILL HAVE ALL THE RIGHTS, POWERS, PRIVILEGES AND REMEDIES OF RLC UNDER THIS AGREEMENT. YOU MAY NOT CONVEY OR ATTEMPT TO CONVEY ANY RIGHT OR INTEREST YOU MAY HAVE UNDER THIS AGREEMENT OR WITH RESPECT TO THE EQUIPMENT. ANY ATTEMPTED ASSIGNMENT OR CONVEYANCE WILL BE VOID.
12. **RETURN OF PROPERTY; EXTENSION; HOLDOVER.** At the end of the Term, unless You exercise the Purchase option, You must promptly deliver the Equipment to RLC, at your expense, at an address designated by RLC, complete and in the same order and condition as when delivered to You, reasonable wear and tear excepted. You shall pay RLC the reasonable costs of repairing or replacing any Equipment that is delivered damaged, broken or missing parts. If at the end of the Term You are not in default and RLC consents, You may return the Equipment to RLC as provided above and RLC will return any Security Deposit less any amounts RLC incurs as a result of repairing or replacing such Equipment. Either RLC or You may terminate the extension by giving the other prior written notice effective as of (a) the date set forth in the notice by RLC, or (b) the last day of the month following RLC’s receipt of Your notice. Your Rent and other obligations, but none of Your rights, will continue if You holdover

notwithstanding the expiration or termination of this Agreement (including any extension) until You have redelivered the Equipment to RLC. During Your holdover, Your continuing obligations, at RLC's option, may follow the month-to-month Extension arrangements described above.

13. **NET AGREEMENT; TAXES.** All payments under this Agreement are payable to RLC and You will pay all taxes imposed on RLC (except Federal and State net income taxes), including but not limited to sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties, and similar charges imposed on the ownership, possession or use of the Equipment during the Term. RLC will debit all tax payments from Your account. If however, RLC is not able to debit Your account for any reason, You will reimburse RLC upon demand for any taxes paid by or advanced by RLC. RLC will debit the Tax Amount as determined by RLC, payable under this Agreement for each Equipment location, unless RLC has authorized in writing Your remittance by check.
14. **POWER OF ATTORNEY.** You appoint RLC or its agents or assigns Your true and lawful attorney-in-fact to prepare, execute and file any financing statement, continuation statement, amendment or assignment, or similar instruments necessary or desirable to perfect, preserve or protect RLC's interest in the Equipment. You agree to promptly execute and deliver to RLC any such filing or instrument requested by RLC.
15. **FINANCIALS; FURTHER ASSURANCES AND NOTICES.** You agree to: (a) furnish RLC financial information as RLC may occasionally request, (b) promptly execute and deliver to RLC whatever documents, instruments and assurances, and to take whatever actions, as RLC may reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect its rights and remedies.
16. **LIMITATION OF LIABILITY; INDEMNITY.** IN NO EVENT WILL RLC BE LIABLE TO YOU IN CONTRACT, TORT OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT. YOU AGREE THAT YOUR REMEDY UNDER THIS AGREEMENT IS THE RETURN OF RENT OR SALES PRICE PAID TO RLC. You agree to indemnify, defend and save RLC, its agents, servants, successors, and assigns, harmless from any and all liabilities, claims, damages, or losses, including reasonable counsel fees and other legal expenses, arising in connection with this Agreement or the Equipment, or your use thereof.
17. **MISCELLANEOUS.** This Agreement contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in a document signed by RLC. This Agreement is binding on RLC only when executed by RLC. You waive notice of RLC's execution of this Agreement. If RLC rejects the Agreement, You agree to promptly return the Equipment as RLC directs, and RLC agrees to refund Your initial lease payment less a reasonable usage charge. This Agreement will be deemed made in the Commonwealth of Virginia. This Agreement, including the Guaranty, will be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. The provisions of this Paragraph and Your indemnities and all Your accrued and unperformed obligations and liabilities under this Agreement will survive its expiration. You and RLC agree that no provision of this Agreement deemed unenforceable will invalidate any other provision of this Agreement, all of which will remain in force and effect. This Agreement is binding on and inures to the benefit of RLC and You, and its/Your respective successors and assigns.
18. **COMMERCIAL USE.** You hereby represent and warrant to RLC that the hardware being leased to you hereunder will be used solely for commercial purposes, and not in any way for personal, family or household purposes.