

LEASE AGREEMENT NO. _____ DATED _____

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English." When we use the words **you** and **your** in this Lease, we mean **you, our customer**, which is the **Lessee** indicated below. When we use the words **we**, and **our** in this Lease, we mean the **Lessor, INSIGHT Financial Corporation and our assignee**. Our address is **1935 Shermer Road, Suite 300, Northbrook, IL 60062, (847) 509-8500, Fax (847) 509-8525**

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| CUSTOMER INFORMATION | Lessee Name/State of Incorporation: | Contact Name and Telephone: | Tax ID# |
| | Billing Street Address/City/County/State/Zip | Lease Agreement # | |
| | Equipment Location Street Address/City/County/State/Zip: | Tax Exempt # | |

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| SUPPLIER INFORMATION | Supplier Name |
| | Street Address/City/County/State/Zip |

| EQUIPMENT DESCRIPTION | Quantity | Make/Model | Description | Serial Number |
|-----------------------|----------|------------|--|---------------|
| | | | SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF | |

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| END OF LEASE OPTIONS | Purchase Equipment for its in-place retail fair market value or Renew the Lease for its in-place retail fair market rental value. | Plus Applicable Taxes |
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| TERM AND LEASE PAYMENT SCHEDULE | Lease Term (Months): ____ months following First Lease Payment Due Date, with the last Lease Payment due in advance. | Monthly Lease Payment: \$ _____ * | First Lease Payment Due Date: The first day of the calendar month immediately following the Commencement Date (described in Section 1). | First Lease Payment: An amount equal to the sum of: (a) the product of 1/30th of the Monthly Lease Payment multiplied by the number of days from the Commencement Date to the first day of the following calendar month; and (b) the Monthly Lease Payment | Final Equipment Cost: _____ | Plus Applicable Taxes |
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| INSURANCE & TAXES | You are required to provide and maintain insurance related to the Equipment, and to pay any property, sales, use and other taxes related to this Lease. |
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TERMS & CONDITIONS

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the Equipment described above on the terms and conditions reflected in this lease agreement ("Lease"). If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange and pay for the delivery and installation of the Equipment. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to and accepted by you. The Equipment will be deemed irrevocably accepted by you upon: a) for Equipment requiring installation, the date upon which the Equipment is installed and accepted under a standard manufacturer's maintenance contract if available, as evidenced by the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) for all other Equipment, 5 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance (that date being the "Commencement Date"). The First Lease Payment is due on the First Lease Payment Due Date. The remaining Lease Payments will be due on the first day of each subsequent calendar month (or such other time period specified above). You will make all payments required under this Lease to us at such address as we may specify in writing. If any Lease Payment or other amount payable to us is not paid within **10** days of its due date, you will pay us a late charge equal to interest at the rate of 1½% per month or the maximum rate permitted by applicable law. *The Lease Payment will be adjusted upward in direct proportion to increases in ____ year Treasury Notes as listed in the *Federal Reserve Statistical Release* on the Commencement Date as compared to _____. Upon final acceptance, we agree to amend this Lease as necessary to reflect any changes to the items of Equipment, the Final Equipment Cost and the Lease Payment.

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, (iii) YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, (iv) YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, AND (v) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES. YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 7 OF THIS LEASE. YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

Lessee

Authorized Signature

Print Name & Title

Date

INSIGHT FINANCIAL CORPORATION
Lessor

Authorized Signature

Print Name & Title

Date

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. You warrant that the Equipment is personal property. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract, to the extent transferable.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the first page of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with the terms and conditions of this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, and certified for manufacturer's maintenance, and at the manufacturer's then current re-lease, revision and engineering change levels, to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating (in accordance with manufacturer's specifications) and shipping, and you will insure the Equipment for its full replacement value.

4. TAXES AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced. You agree to pay us a transaction fee of \$_____ per Schedule for filing fees in connection with Uniform Commercial Code financing statements.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's maintenance, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment from an insurer of our choice. We may add the costs of acquiring and maintaining such insurance and our fees for our services in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under this Lease. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments (plus interest on such allocation at 1.5% per month or the maximum rate allowed by law). If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

7. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless otherwise provided, you agree that this transaction is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we need to protect our interest in the Equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON YOUR BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 5 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, (d) any guarantor of this Lease dies, revokes the guaranty, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel this Lease or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Casualty Loss Value for the Equipment (as indicated on the attached Casualty Loss Value Table) as of the Lease Payment Date immediately preceding the date of the Default (or Loss for purposes of Section 5 above), plus (ii)) all other amounts due

or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and/or (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and we will apply to the amounts you owe, as follows: in the case of a re-lease, the net proceeds received for the period of time through the end of the original or renewal term as applicable, or in the case of a sale, the net proceeds received from a sale after deducting the estimated fair market value of the Equipment at the end of the original or renewal term as applicable (after we have deducted all costs related to the sale or disposition of the Equipment). You will remain responsible for any amounts that are due after we have applied such net proceeds.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease or our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set off that you may have against us.

12. PURCHASE OPTION; RENEWAL OPTION: AUTOMATIC RENEWAL. If the front of this Lease so indicates, if no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, if any, plus any applicable taxes or renew all (but not less than all) of the Equipment at the renewal rate shown on the front of this Lease. You must give us at least 90 days written notice before the end of the original term that you will purchase or renew the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase, renew or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for an additional 12 month term and thereafter renew for successive one month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you 10 days' written notice. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of our strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, lease, possession, or delivery to us of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.

14. FINANCING OF ADDITIONS. If you intend to finance any addition or technical modification to the Equipment (an "Addition"), you will provide us in writing the proposed terms under which you hope to obtain the financing. If we do not, within 20 days after receiving your request, offer to finance the Addition upon the terms you propose, you may obtain offers from third parties and you agree to notify us of the details of any third party financing offer you would like to accept (a "Third Party Offer"). If we have not made a financing offer to you on terms substantially similar to the Third Party Offer within 10 days of receiving your notice, you may accept the Third Party Offer unless: (a) the aggregate cost to you of obtaining financing from the Third Party Offer is greater than the aggregate cost under our financing offer; (b) the Third Party Offer would create a security interest in, or a lien on, the Equipment; or (c) the Addition is not otherwise permitted under this Lease.

15. SOFTWARE. You acknowledge that the Equipment may include certain software ("Software") in which neither you nor we have any ownership or other proprietary rights. Where required by the Software owner or manufacturer, you will enter into a license or other agreement for the use of the Software. Any Software agreement shall be separate and distinct from this Lease and we shall not have any rights or obligations thereunder unless otherwise agreed. In the event the Lease Payment includes an amount attributable to the financing of your fee for use of the Software, you agree that such amounts shall be deemed part of the Lease Payment hereunder.

16. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and return it to you. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If you are a tax-exempt entity as defined in Section 168(h) (2) of the Internal Revenue Code and you have selected a Fair Market Value Purchase Option, the term of this Lease, including any renewals or extensions, will not exceed a total of 60 months.

INITIAL: Lessee _____

Lessor _____

DELIVERY & ACCEPTANCE

By signing below, you, the Lessee, agree:

A) That all equipment described in the lease identified below ("Equipment") has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the lease; and

B) That we, INSIGHT Financial Corporation, are authorized to purchase the Equipment and start billing you under the lease.

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|--|
| Lessor Name INSIGHT FINANCIAL CORPORATION |
| Lease Agreement # |

| | |
|--|----------------------------------|
| Lessee Name | |
| Billing Address (City, County, State, Zip) | |
| Authorized Signature | Contact Telephone Number () |
| Title | Date of Delivery and Acceptance: |

**EXHIBIT A TO LEASE NO. _____ DATED _____
EQUIPMENT/LOCATION AND CASUALTY VALUE LOSS TABLE**

LESSEE:

EQUIPMENT LOCATION:

EQUIPMENT: _____ more fully described as follows:

| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>SERIAL NUMBER</u> |
|-----------------|--------------------|----------------------|
|-----------------|--------------------|----------------------|

CASUALTY LOSS VALUE TABLE

The Casualty Loss Value of the Equipment covered by the Lease, as of any date, shall be the amount indicated below opposite the period of time in which such date occurs. Values for those periods between the ones indicated below can be calculated through interpolation of nearest values.

| Months Expired After The First Lease Payment Due Date | Casualty Loss Value |
|--|------------------------|
| 0 | \$ |
| 12 | \$ |
| 24 | \$ |

INITIAL: Lessee _____

Lessor _____