

**EQUIPMENT LEASE CONTRACT**

(MCC Authorized 12/10/2012)

Applus Technologies, Inc.: "Lessor," "We," "Us," or "Applus"			
Description of Leased Equipment (This should include make, model, serial number. Attach schedule if necessary):			<i>MUST BE COMPLETED</i>
Leasing Customer ("You"): Company Name (Exact business name): _____ Address: _____ Street _____ City _____ County _____ State _____ Zip _____ Phone: _____ Fax: _____ Business Type: _____ Equipment Location: _____ State of Incorporation/Organization: _____			
Payment Schedule:			
Lease Term (months)	Total # of Pmts.	Amount of Each Payment (plus applicable fees)	Pmt. Frequency

**TERMS OF LEASE**

1. You (the customer) want to lease the above equipment from Lessor. This Lease will begin when the equipment is delivered to you and will continue for the entire Lease Term plus any interim rent period. You will unconditionally pay us all amounts due. If we do not receive your payment by its due date, there will be a late fee equal to the greater of \$25.00 or 15% of the late amount (or, if less, the maximum amount allowable under law) which you agree is a reasonable estimate of the costs we incur with respect to late payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you a partial payment (interim rent) for the time between delivery and the due date for the first regular payment. We may charge you a one-time documentation fee up to \$250. This Lease is not binding on us until we sign it. To expedite this Lease, you may ask us to accept your faxed or emailed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease. You further agree to pay, as a security deposit, an amount equal to two (2) months' rent upon signature of this Lease.

2. 60 days prior to the end of the Lease Term, Applus will send you a letter reminding you of the upcoming expiration of the Lease. You can elect to purchase the equipment for a price that equals the total cost of the equipment new, divided by 54 months and multiplied by the number of months left in the program which is the subject of the Prime Contract between Applus Technologies, Inc. and State of Washington Department of Enterprise Services dated October 29, 201 (the "Program"). For example, if there are 6 months left in the Program, and you wish to purchase the equipment, whose cost new is \$10,000, the purchase price would be  $(10,000/54) \times 6 = \$1,111$ . If you intend on purchasing the equipment, you must provide us with notice of such at least 30 days prior to the expiration of the Lease. If you do not notify us, Applus will take possession of the equipment, which must be in good working order, at the station location for a fee of up to \$500. You agree to reimburse us for our costs to refurbish returned equipment. (b) You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full.

3. You alone selected the equipment configuration. Therefore, **the Lease cannot be canceled by you for any reason.** We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for installation and all service. You promise that the equipment will be used only for business and not for personal, family or household purposes. You will keep and use the equipment only at the above address and not move it or return it to us prior to the end of the Lease Term. You will be responsible for any damage to the equipment, excluding normal wear and tear.

4. If you do not pay us as agreed or fail to perform any other term of this Lease, you will be in default and you agree that we may (i) repossess the equipment and/or (ii) invoice you and/or sue you for all past due payments and other charges and all payments due in the future to the end of the Lease Term, plus our legal and collection costs. If you are in default and/or do not meet your end of term obligations, we may also directly charge and/or sue you for the "residual" (end of term) equipment value. You agree to pay a surcharge of \$30 if any payment made by ACH or check is dishonored or returned. This Lease shall be governed by the laws of the State of Washington. You agree that any suit relating to this Lease shall be brought only in a state or federal court in Washington, and you irrevocably consent and submit to the jurisdiction of such courts. Each party waives any right to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the equipment and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case this is later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.

5. Unless exempt, you must pay us for all sales, use, property and other taxes (and any penalties) relating to the Lease and the equipment. We may adjust this Lease and the payment above to finance for you any taxes due at Lease inception. We may bill you based on our estimate of the taxes. You accept all risks of loss, injury or damage caused by the equipment and shall indemnify us for all suits and other liabilities arising from the same. This indemnity will continue through the term of the Lease. You must maintain acceptable public liability insurance naming us as "additional insured". You must keep the equipment insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the required insurance within 30 days after the Lease commences, then depending on the original equipment cost we may charge you a monthly non-compliance fee up to \$50 (which provides no insurance benefit). You can cancel the insurance coverage fee or non-compliance fee at any time by delivering the required proof of insurance.

6. Since this Lease is based on your own credit rating, you may not assign (transfer) the Lease to anyone else. We may sell or transfer our interests to another entity, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, or claims you may assert against us. All prior conversations, agreements, and representations relating to this Lease or the equipment are integrated herein. None of the terms of this Lease shall be changed or modified except in writing duly executed by you and us. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred.

**ACCEPTANCE OF LEASE AGREEMENT THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS.**

Signature of Leasing Customer		Print Name of Signer		Title	Date
Accepted and Signed by LESSOR		Print Name of Signer		Title	Date
<b>Personal Guaranty</b> I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LESSOR MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LESSOR MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LESSOR AND ITS AFFILIATES AND DESIGNEES TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES, AS WELL AS TO OFFER FUTURE CREDIT PRODUCTS AND SERVICES. I AGREE THAT THE LEASE AND PERSONAL GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY SUIT RELATING TO THE LEASE OR PERSONAL GUARANTY SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT IN PENNSYLVANIA AND I IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND I WAIVE TRIAL BY JURY. I AGREE THAT MY FAXED SIGNATURE SHALL BE CONSIDERED AS GOOD AS MY ORIGINAL SIGNATURE AND ADMISSIBLE IN COURT AS CONCLUSIVE EVIDENCE OF THIS PERSONAL GUARANTY.					
GUARANTOR #1 (Print Name)		Signature (Individually; No Titles) Date		GUARANTOR #2 (Print Name) Signature (Individually; No Titles) Date	
<b>Acceptance of Delivery</b> I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PROPERLY. I AUTHORIZE THE LEASING COMPANY TO PAY THE VENDOR AND COMMENCE THE LEASE.					
Authorized Signature		Name and Title (Please Print)		Equipment Delivery Date	