

Payment Information		† One Year
1	Monthly Multiplier	0.088
2	Enter "A" Value From Previous Page	
3	1 X 2	
4	Rental Tax (Maryland Only) 3 X 0.05	
5	Monthly Payment 3 + 4	
6	Number of Monthly Payments	12
7	Security Deposit (Last Month's Rent) = 5	
8	First Month's Payment = 5	
9	Option to Purchase At End of Lease 0.1 X 2	
Down Payment		
Security Deposit And First Month Rent Must Accompany This Rental Agreement 7 + 8		
Shipping & Handling		
Total Down Payment		
		Initials of lessee _____

Payment Method Check Attached
 Credit Card (enter information below)
 Check here if monthly payment should be charged to this credit card

Credit Card # _____ Expiration Date: _____

Name On Card _____ 3 Digit Security Code (Back of Card): _____

Complete Credit Card Billing Address
Address: _____
Address: _____
City: _____ State: _____ Zip: _____

Unit Serial Number (s): _____
 See Attached List For Multiple Units

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FINAL PAGE OF THIS APPLICATION WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ _____ initials of lessee

Instant Credit/Lease Approval -- If total value of Lease is less than \$4500 (see "A" previous page), then authorized Futrex Representative must sign here for Instant Credit/Lease approval

Futrex, Inc.
130 Western Maryland Parkway
Hagerstown, MD 21740
PHONE: 301-791-9220

Signature, Futrex Representative

IN WITNESS WHEREOF THE RENTER HAS HEREBY EXECUTED THIS **NON-CANCELLABLE** LEASE _____
THIS DATE _____ Month _____ Day _____ Year _____

THE PARTY BELOW EXECUTES THIS LEASE (NOTE: The signatory certifies that he/she has the authority to sign this LEASE)

NAME (type or print): _____

TITLE: _____

SIGNATURE OF LESSEE: _____

Mail To: STAR Leasing, Inc. PO Box 180, Funkstown, MD 21734

Note: Final Page (Terms & Conditions Page) Must Also Be Initialed

Terms & Conditions Of Lease initials of lessee

1. LEASE/LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR the personal property set forth on the Equipment Schedule above.

2. RENTALS. LESSEE hereby agrees to pay LESSOR the monthly amount specified above for rental of the EQUIPMENT. The first rental payment shall be made on the Effective Date (as stated above) which is the expected date of delivery of EQUIPMENT. Subsequent monthly payments are due on the same day of each subsequent month of this LEASE. All payments shall be made at the office of the LESSOR at P.O. Box 180, Funkstown, MD 21734, or as otherwise directed by the LESSOR in writing.

3. SECURITY DEPOSIT. LESSEE agrees to pay in advance the first monthly payment of rent as a security deposit.

The security deposit may be applied by LESSOR to cure any default of LESSEE. If this event occurs, LESSEE shall promptly restore the security deposit to its full amount. If all the conditions herein are fully complied with the security deposit shall be refunded to the LESSEE within 30 days at the end of the LEASE after the return of the equipment to the LESSOR.

4. WARRANTIES. LESSOR will request the equipment manufacturer to provide the warranty agreement to the LESSEE. LESSOR makes no express or implied warranties of the Equipment. No defect of the Equipment shall relieve LESSEE of the obligation to pay rent. No salesman or agent of the supplier of the Equipment is authorized to waive or alter any term or condition of this LEASE and no representation by the supplier shall in any way affect LESSEE's obligation to make rental payments.

5. TERM. The original term of this LEASE shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Total lease cost is the cost of the equipment times 1.056 plus 10% buyout for total effective cost of equipment at buyout of 1.156 times the original purchase price of the equipment.

6. EQUIPMENT AND LIABILITY. LESSOR, at the request of LESSEE, has ordered or shall order the EQUIPMENT described above from a supplier selected by LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages, if, for any reason, supplier fails to accept such order or delays or fails to fill the order. LESSEE agrees to accept such EQUIPMENT and authorizes LESSOR to add the serial number of the EQUIPMENT to this LEASE.

LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any EQUIPMENT leased hereunder or the use or maintenance thereof; the repair, servicing or adjustment thereto or for any delay or failure to provide any thereof any interruption of service or loss of use of the EQUIPMENT; or for any loss of business or damage whatsoever and howsoever caused. In the event LESSEE does not execute and deliver the Acceptance Notice and Equipment Disclaimer and Agreement set forth on the preceding page within 5 days of delivery of the EQUIPMENT, it will be conclusively presumed that the EQUIPMENT is in good working order and condition and that LESSEE has accepted the EQUIPMENT and is satisfied that it constitutes the EQUIPMENT specified in this LEASE.

7. ERRORS IN ESTIMATED COST. As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the EQUIPMENT to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten percent (10%) thereof, however, either party at its option may terminate this LEASE by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or the corrected rent.

8. PLACE OF USE. LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the EQUIPMENT by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the EQUIPMENT or any part thereof to others for their own use.

9. USE AND RETURN OF EQUIPMENT. The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this LEASE, LESSEE at its sole expense shall forthwith properly pack and return the EQUIPMENT to LESSOR, at such place designated by LESSOR within the Continental United States, in same condition as when received by LESSEE, reasonable wear and tear alone excepted. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR. LESSEE represents and warrants that this is a commercial and business lease agreement and is not a consumer transaction.

10. INSURANCE. LESSEE shall at its own expense keep the EQUIPMENT insured against such risks, in such amounts, including the amount of the replacement value of the EQUIPMENT, in and with such companies as LESSOR shall determine. Said insurance shall provide for loss, if any, payable to the LESSOR. LESSEE shall have no Pro Rata interest in any such policies or the proceeds thereof. Subject to the provisions of paragraph 21 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied, at the option of LESSOR; (a) toward the replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged EQUIPMENT, this LEASE shall continue in full force and effect. In the event that LESSOR elects to apply insurance proceeds to the payment of LESSEE's obligations for rent hereunder, the LESSEE's obligations for or the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed. In the event LESSEE fails to provide proof of insurance as provided above, LESSOR shall have the right, but not the obligation, to procure insurance on behalf of LESSEE and to add to the rental payments due hereunder an amount equal to the cost of such insurance, plus the reasonable expenses of LESSOR in procuring such insurance.

11. TAXES. The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly against the EQUIPMENT or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include without limitation, property, sales, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after the receipt of invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

12. TITLE. All said EQUIPMENT shall remain personal property and the title thereto shall remain with the LESSOR, exclusively. LESSEE shall keep the EQUIPMENT free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the EQUIPMENT and shall indemnify and save LESSOR harmless from any loss or damage caused thereby.

13. FILING. LESSEE hereby authorizes LESSOR to file this LEASE, any financing statements or security agreements with respect to the EQUIPMENT or any collateral provided by LESSEE to LESSOR prior to or following LESSOR's acceptance of this LEASE, in any state of the United States. LESSEE further authorizes LESSOR to file such LEASE, financing statement or security agreement without the signature of LESSEE thereon. If LESSEE's signature on any financing statements is required by law, LESSEE hereby appoints LESSOR as LESSEE's attorney-in-fact to execute such financing statements. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise. LESSEE to pay and reimburse LESSOR for the payment of all reasonable fees and expenses incurred in connection with the filing of financing statements and other documents provided for herein.

14. RIGHT OF INSPECTION. The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the EQUIPMENT and for that purpose have access to the location of the EQUIPMENT.

15. NON-WAIVER. LESSOR's failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR's rights hereunder are cumulative and not alternative.

16. POSSESSION. LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said EQUIPMENT, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peaceably and quietly hold, and use the EQUIPMENT during said term without hindrance.

17. DEFAULT. If LESSEE fails to pay any rent or other amount herein provided within Five (5) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this LEASE required to be observed, kept or performed by LESSEE, or if LESSEE ceases doing business as a going concern, or if a petition is filed by or against LESSEE under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for LESSEE or its property, or if LESSEE commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if LESSEE, without LESSOR's prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, or if LESSOR deems itself insecure, then LESSOR or its agents shall have the right to exercise anyone or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (b) To sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent due and to become due during the term of this LEASE, as well as all attorneys' fees and other expenses incurred by LESSOR in an attempt to enforce the provisions of this LEASE; (c) To sue for and recover damages for the LESSEE's default; or (d) To take possession of any or all items of EQUIPMENT without demand or notice wherever same may be located without any Court Order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, the LESSOR at its option may (i) lease repossessed EQUIPMENT or any part thereof to any third party on such terms and conditions as the LESSOR may determine or (ii) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or at private sale and may credit the amount so realized less all expenses, including attorneys' fees, incurred in connection with such disposition to the unpaid balance of rent due and to become due and hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its original obligation hereunder unless LESSOR expressly so notifies LESSEE in writing. In addition, the LESSOR shall have upon default such other and further remedies and rights as may be available at law by reason of the LESSEE's default.

18. ASSIGNMENTS. Neither this LEASE nor the LESSEE's rights hereunder shall be assignable by the LESSEE herein except with LESSOR's written consent. LESSOR shall have the right to assign this LEASE or any part thereof. If LESSOR assigns the rents reserved herein or all or any of the LESSOR's other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSEE. On receipt of notification of such assignments, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignments, shall abide thereby and make payments as may therein be directed. Following such assignments, the term "LESSOR" shall be deemed to include or refer to LESSOR's Assignee, provided that no such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

19. BINDING AGREEMENT. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

20. LIABILITY. LESSEE shall indemnify and save LESSOR harmless from any and all claims, actions, proceedings, expenses, damages and liabilities including attorneys' fees arising in connection with the EQUIPMENT including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing, return and any acts of the LESSEE in failing to accept and acknowledge acceptance of the EQUIPMENT and to maintain the EQUIPMENT in good repair.

21. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rent or any other obligation of this LEASE and this LEASE shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE's expense (a) place the same in good repair, condition and working order, or (b) replace the same with like EQUIPMENT of the same or later model in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT or items thereof so paid for, and LESSEE thereupon shall become entitled thereto as-is-where-is, without warranty, express or implied with respect to any matter whatsoever.

22. FINANCIAL INFORMATION. Delinquent installments or rental shall bear interest at the highest lawful rate. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of EQUIPMENT and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Star Leasing, Inc. LESSOR." In the event this LEASE is placed in the hands of an attorney to recover any monies due and to become due hereunder and/or for the possession of the EQUIPMENT, LESSEE shall apply to LESSOR the sum of 30% of the balance due hereunder, or such lesser amount as is permitted by law, as attorneys' fees, and in no event less than \$50.00.

23. GOVERNING LAW. This agreement shall be deemed to have been made and executed in Washington County, Maryland, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Maryland. The LESSEE hereby designates Todd Rosenthal, 11210 Eastwood Drive, Hagerstown, Maryland 21742 as agent for the purpose of accepting service of any process within the State of Maryland, and the said agent to forward by certified mail any process served upon him to the LESSEE at its address as set forth above.

24. SEVERABILITY. If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

25. GUARANTEE. In consideration of the above named LESSOR entering into a certain agreement of LEASE with the above named LESSEE, dated as set forth above, each of us, as a primary obligor jointly, severally and unconditionally guarantees to such LESSOR and any assignee of LESSOR (herein called "holder") the payment promptly when due of every rental installment and all other sums payable under such LEASE, irrespective of any invalidity or unenforceability thereof and the payment on demand of the entire unpaid balance of the rentals and any other amounts payable under said LEASE, if LESSEE defaults in any payment of any rental as its due date or in any other manner without first requiring holder to proceed against LESSEE or the leased property and agrees to be bound by and on demand to pay any deficiency established by the sale of the LEASE and/or the leased property, with or without notice to us, and to pay all attorney's fees and other expenses incurred by holder by reason of any default by LESSEE. Each of us waives notice of acceptance hereof and of any default and consents that holder may, without affecting our liability, compromise or release on terms satisfactory to it or by operation of law or otherwise any rights against and grant extensions of time of payment to LESSEE and other obligors or guarantors, and may consent to the transfer of the leased property. This guarantee shall not be discharged or affected by death of any of the undersigned and shall bind our respective heirs, administrators, representatives, successors and assigns.

26. REPRESENTATION. No representative of Futrex is an employee or agent for Star Leasing. Star Leasing is an independent leasing company that only follows the terms and conditions of these leases. Any implied or inferred warranties from the sales agent are not applicable against Star Leasing.

27. ENTIRE AGREEMENT WAIVER. This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.