

CHARITY WALK  
S 200  
47878 101402

Merchant ID

Sales Rep. Name

Sales ID

MERCHANT INFORMATION					
Business Name			DBA Name		
Business Address		City	County	State	Zip Code
Type of Business		Years in Business		Tax ID #:	<b>Business Type</b> <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> LLC
Billing Address (if different than above)		City	State	Zip Code	
Bank Name	Routing Number	Account Number		(Provide copy of Void Check)	

EQUIPMENT SUPPLIER	DESCRIPTION OF LEASED EQUIPMENT		
	Equipment Type	FD130 DUO	Quantity
		FD35	Unit price without tax
		-----	\$
			\$

SCHEDULE OF PAYMENTS			
Payable at Lease Signing (amounts include tax) Advance Payments \$ Security Deposit \$ TOTAL \$		<input checked="" type="checkbox"/> Equipment Service Program * All charges subject to applicable tax	Lease Term: 48 (in months) Monthly Lease Charge: \$ 129 (total unit price without tax) PLUS additional monthly charges: \$ Total Monthly Charges: \$ 129

This Equipment Lease Agreement ("Agreement") is being entered into by and between Ascentium Capital LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "Lessor" "we", "our" and "us" refer to Ascentium Capital LLC and its successors and assigns and the words "Lessee" "you" and "your" refer to Lessee and its successors and permitted assigns.

Lessee hereby authorizes us or our designees, to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above, or such other bank as the Lessee may from time to time use (hereinafter "Bank"), in which case Lessee shall deliver prior written notice thereof and such other information regarding the other bank account as Lessor may request. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for any such amount. The authorizations in this paragraph are to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act. Lessee acknowledges that if Lessee revokes such authorization during the term of the Lease in violation hereof, Lessee shall be in default under the Lease without the requirement of any prior notice from Lessor as a precondition for such default.

1. **Equipment.** We agree to lease to you and you agree to lease from us the equipment identified on the cover page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement.

2. **Effective Date, Term and Interim Rent.** (a) This Agreement becomes effective on the earlier of the date we deliver any piece of Equipment to you (the "Delivery Date") or acceptance by us. This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you. (b) The term of this Agreement ("Term") begins on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"), and continues for the number of months indicated on the Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED.** (c) You agree to pay an Interim Lease Payment in the amount of one-thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date to but excluding the Commencement Date. (d) **YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU LEASE UNDER THIS AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE LEASED UNDER THIS AGREEMENT WITH SAID SERVICE PROVIDER.**

3. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

4. **Payment of Amounts Due.** (a) The first monthly lease charge is due and payable on the Commencement Date and all subsequent monthly payments are due on the same day of each successive month thereafter of the Term for each piece of Equipment. You agree to pay all assessed costs for delivery and installation of Equipment. (b) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate. (c) Your lease payments will be due despite dissatisfaction with the Equipment for any reason. (d) Whenever any payment is not made by you in full when due, you shall pay us as a late charge, an amount equal to ten percent of the amount due but no less than \$10.00, but in no event more than the maximum amount permitted by law. You shall also pay to us an administrative charge of \$10.00 for any debit we attempt to make against your bank account that is rejected, but in no event more than the maximum amount permitted by law. (e) In the event your account is placed into collections for past due amounts due under this Agreement, you agree that to pay us a collection expense charge of \$25.00 for each payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

5. **Use and Return of Equipment; Insurance.** (a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted. (b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent. (c) You shall not create, incur, assume or allow to exist any liens or encumbrances on, or part with possession of, or sublease, the Equipment without our prior written consent. (d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility. (e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment. (f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership. (g) You are responsible for any loss damage or destruction of the Equipment. During the Term, you will, at your expense, procure and maintain comprehensive general liability and casualty insurance acceptable to us on the Equipment. Each insurance policy will name us as additional insured and loss payee. You will furnish to us a certificate of insurance evidencing that such coverage is in effect. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder. (h) You are enrolled in the Equipment Service Program, which provides a replacement of the Equipment for as long as you participate in the Program during the Lease Term. The Equipment Service Program includes (i) free comparable replacement terminal (new or refurbished) in the event of a defect or malfunction (terminal defects or malfunctions caused by acts of God are not covered by this Program), (ii) free shipping and handling on both the replacement terminal and return of defective terminal, (iii) free overnight shipping and handling on replacement terminal if requested by 3:00pm ET (Monday-Thursday). If you don't return your damaged equipment, you will be charged the full purchase price of the replacement equipment sent to you. The monthly fee of \$4.95 for the Equipment Service Program is a per terminal fee. In our discretion, we may elect to discontinue or otherwise modify the terms of the Equipment Service Program.


6. **Title to Equipment.** We at all times during the Term retain title to the Equipment. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. You hereby grant us a first priority security interest on the Equipment as of the date of this Agreement to secure your obligations to us under this Agreement, and you authorize us to file on your behalf such documentation as we may feel advisable to evidence or perfect such security interest.

- 7. Return or Purchase of Equipment at End of Term.** Upon the completion of the Term or any extension thereof and provided no default has occurred and is continuing you will have the option to (a) return the Equipment to us; (b) purchase the Equipment from us for its then fair market value, calculated as a percentage of the aggregate monthly lease payments in accordance with the following: If the Term is forty-eight (48) months or more, the purchase option as a percentage of the aggregate monthly lease charges shall be ten percent (10%). If the Term is thirty-six (36) to forty-seven (47) months, the purchase option as a percentage of the aggregate monthly lease payments shall be fifteen percent (15%). If the Term is twenty-four (24) to thirty-five (35) months, the purchase option as a percentage of the aggregate monthly lease payments shall be twenty percent (20%); or (c) after the final monthly lease payment has been received by us, the Agreement will revert to a month by month rental at the existing monthly lease charge. If you do not want to continue to lease the Equipment, then you will be obligated to provide us with 60-day written notice to terminate and return the Equipment to us.
- 8. Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.
- 9. Warranties and Certain Covenants.** (a) You agree that it is the intent of both parties that it qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code ("UCC") and, to the extent permitted by applicable law, you waive any right you may have under Sections 2A-303 and 2A-508 through 2A-522 of the UCC. All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement. This Lease is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. (b) You agree that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.
- 10. Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder.
- 11. Default; Remedies.** (a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any respect in the performance or observance of any obligation or provision of this Agreement, any such event shall be a default hereunder (b) Upon the occurrence of any default, we may at our option, without notice, (i) terminate this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable; accelerate and declare immediately due and payable all monthly lease charges for the remainder of the Term together with the fair market value of the Equipment (as determined by us), not as a penalty but as liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In any case, you shall also pay us our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, in any case without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from any of our affiliates, alliances or joint ventures with which you have entered into a Merchant Processing Agreement (an "MPA") any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.
- 12. Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without your consent.
- 13. Lease Guaranty.** All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.
- 14. Governing Law; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New Jersey (without applying its conflicts of laws principles). If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.
- 15. Dispute Resolution and Arbitration.** If the parties disagree as to any matter governed by this Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that equitable relief may also be sought in any court of competent jurisdiction without resort to arbitration.
- 16. Notices.** All notices other than routine administrative communications must be in writing, and sent to you at your address set forth above or to us at 23970 Highway 59 North, Kingwood, Texas, 77339 (or such other address as a party may by written notice designate to the other) and shall be deemed to have been given if sent by mail or courier, upon the earlier of two business days after mailing or when actually received or, in the case of courier, when delivered.
- 17. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement. A facsimile or other copy of this Agreement shall be the equivalent of an original for all purposes. You agree this document may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law.

**LEASE ACCEPTANCE/ACCEPTANCE OF EQUIPMENT**


Lessee agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes Lessor or its agents, to request and obtain from all sources including consumer reporting agency personal and business consumer reports. If the Application is approved, each of the undersigned authorizes Lessor to obtain subsequent updates from all sources in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to Lessor. Without prejudice to any other evidence of delivery and acceptance of the Equipment which you may execute and deliver, you hereby agree that your execution of a delivery receipt from the shipper of the Equipment shall constitute your acknowledgement and agreement that (i) the Equipment has been delivered to, and received by, you, (ii) the Equipment conforms in all respects to that ordered by you, (iii) the condition of the Equipment is satisfactory in all respects to you and (iv) the Equipment is accepted by you under the Agreement in all respects.

**THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED HEREIN.**

X		Owner	Dung Dang	Mar 14, 2017
Lessee Signature	Dung Dang (Mar 14, 2017)	Title	Print Name	Date

**PERSONAL GUARANTY**

Undersigned (jointly and severally if more than one) unconditionally guarantees to us and our assigns payment and performance when due of all of the obligations of the Lessee under the Equipment Lease Agreement and all related documents executed by the Lessee (collectively the "Lease Documents"). In this Personal Guaranty ("Guaranty"), the words "you" and "your" refer to the Guarantor and your permitted successors and assigns. We may proceed against you before proceeding against the Lessee, the Equipment or enforce any other remedy. Notwithstanding any changes made to the Lease Documents in our dealings with the Lessee, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Lease Documents are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all of our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the Equipment Lease Agreement shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

X		, An Individual	Dung Dang	Mar 14, 2017
Personal Guarantor's Signature (No Title Allowed)		Print Name	Home Phone Number	Date
Home Address	City	State	Zip Code	DOB
				Social Security #

**DO NOT WRITE IN THIS SPACE**  
Lessor Acceptance

Name (please print or type)	Title	Signature	Date
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