

#4

LESSOR HAS ASSIGNED TO WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS FARGO"), AND HAS GRANTED WELLS FARGO A SECURITY INTEREST IN, ALL RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE, ALL PRESENT AND FUTURE RENTAL, LEASE AND OTHER PAYMENTS AND CHARGES OWED TO LESSOR HEREUNDER AND ALL PRODUCTS AND PROCEEDS THEREOF, PURSUANT TO THE LOAN AND SECURITY AGREEMENT, DATED OCTOBER 30, 2013, AS HERETOFORE AMENDED, BETWEEN WELLS FARGO AND LESSOR, AS THE SAME NOW EXISTS AND MAY HEREAFTER BE AMENDED, MODIFIED, SUPPLEMENTED, EXTENDED, RENEWED, RESTATED OR REPLACED.

### EQUIPMENT FINANCE LEASE AGREEMENT



**Northern Leasing Systems, Inc.** "LESSOR"  
132 West 57th Street, New York, NY 10019 • www.northernleasing.com  
PH. (212) 883-5433 FX. (212) 242-7172

VENDOR NAME ("VENDOR") Processing  
NORTH AMERICAN SO VENDOR CODE ZNAMP LEASE NUMBER 2011441

LEGAL NAME OF LESSEE ("LESSEE") <u>Youngman Roth LLC</u>		INDIA NAME <u>YARN - The Knitting Studio</u>		<input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP
MAILING ADDRESS <u>112 Main St.</u>		CITY <u>Montpelier</u>	STATE <u>VT</u>	ZIP <u>05602</u>
BUSINESS ADDRESS (if different from above)		CITY	STATE	ZIP
LESSEE PHONE NO. <u>802.229.2444</u>	START DATE <u>2008</u>	TYPE OF BUSINESS <u>Retail</u>	E-MAIL ADDR <u>leo@yarnvt.com</u>	

<b>SCHEDULE OF LEASE PAYMENTS</b>		<b>PAYABLE AT SIGNING OF THE LEASE</b>	
BASE MONTHLY LEASE PAYMENT \$ <u>49.99</u> and Loss & Damage Waiver fee of \$4.95 per month per unit of equipment, if applicable, as provided in Section 12 of this Lease for a MINIMUM LEASE TERM of <u>48</u> Months ("Lease Term"). In addition, Lessee will pay all applicable taxes and an annual administrative tax processing fee of \$25. Such taxes may be collected prior to payment to the taxing authority. See Section 9 below for more details. <u>Credit Union</u>		<input type="checkbox"/> FIRST & LAST MONTHLY PAYMENT \$ <u>/</u>	
BANK NAME <u>VT State Employees</u> & ROUTING <u>216A1185</u> ACCOUNT <u>100480100</u>		<input type="checkbox"/> LAST MONTHLY PAYMENT \$ <u>/</u>	
EQUIPMENT DESCRIPTION (Manufacturer, Model, Serial Number) <u>Dejvod Z8</u>		QUANTITY <u>1</u>	YOU THE LESSEE, MAY CANCEL THE TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
LOCATION OF EQUIPMENT (Address, Street, City, State, Zip if different from above) <u>112 Main St Montpelier VT 05602</u>			

#### LEASE ACCEPTANCE

No attempt at oral modification or rescission of this lease or any term thereof will be binding upon the parties. See Section 19 on Page 2 hereof. BY SIGNING THIS LEASE, THE UNDERSIGNED LESSEE ACKNOWLEDGES READING ALL 3 PAGES OF THIS LEASE, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT LESSEE HAS BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY OF THE LEASE AND THAT LESSEE AGREES TO BE BOUND BY ALL THE TERMS OF THIS LEASE.

Lessee's Authorized Signature [Signature] Title owner Print Name Lee Youngman Date 9/29/15

#### PERSONAL GUARANTY

To induce Lessor to enter into this Lease and purchase the Equipment for Lessee and knowing that Lessor is relying on this guaranty as a precondition to entering into this Lease, I, the undersigned ("Guarantor"), individually, absolutely and unconditionally guaranty to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease irrespective of any other circumstance which might otherwise constitute a defense to this guaranty. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against me. I agree to pay all reasonable attorneys' fees and other expenses Lessor incurs in enforcing this guaranty and Lease. I consent to any extension or modification granted to Lessee, and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors shall not in any way release me from my obligations under this guaranty. This is a continuing guaranty and shall bind my heirs, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. This guaranty and any and all matters in dispute between me and Lessor whether arising from or relating to the guaranty itself, or arising from alleged matters occurring prior to, during, or subsequent to the execution of the guaranty ("Dispute"), shall be governed by the laws of the State of New York. All Disputes relating to this guaranty shall be litigated exclusively in the federal or state courts located in the State and County of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and I freely consent to the jurisdiction of such courts, including without limitation, the Civil Court of the City of New York. Lessor may properly serve me with legal process via certified mail by mailing same to my address set forth herein or to my current or last known address at the time of suit. I WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR IN ANY WAY RELATING TO THIS LEASE OR GUARANTY. I agree not to pursue a claim against Lessor or its assigns as part of a class action or other representative action, to the extent permitted by applicable law. I expressly authorize Lessor or its servicing agents or assigns continuing authority to obtain one or more investigative and other credit reports from a credit bureau or credit reporting agency and to conduct one or more credit checks concerning my credit history, and acknowledge that Lessor may furnish information relating to this Lease and guaranty to one or more credit reporting agencies. Disputes or inaccuracies regarding information Lessor furnishes to a credit reporting agency shall be sent to Lessor at its address listed above. I understand that upon my written request, Lessor will inform me whether or not a credit report was requested, and if such report was requested, of the name and address of the consumer reporting agency that furnished the report. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL 3 PAGES OF THIS LEASE, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT I HAVE BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY AND THAT I AGREE TO BE BOUND BY ALL THE TERMS OF THIS GUARANTY AND LEASE.

Guarantor's Signature [Signature] Print Name Lee Youngman Social Security No. 003 42 6183  
57 Manning Rd East Barre VT 05641 802-793-2608  
Home Address City State ZIP Home Phone No.



NOTICE OF CANCELLATION

**Northern Leasing Systems, Inc.**

132 West 31st Street, 14th Floor, New York, NY 10001-5095 • 212-239-3500

LEGAL NAME OF LESSEE ("LESSEE") <i>Youngman Roth LLC</i>		INCORPORATION PROPERTY PARTNERSHIP	
BILLING ADDRESS <i>112 Main St</i>			
CITY <i>Montpelier</i>	STATE <i>VT</i>	ZIP <i>05602</i>	
LESSEE PHONE NO	FREP CODE	OFFICE NUMBER	

(Lease #)

*9/29/15*  
(Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY PROPERTY DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE PROPERTY AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE PROPERTY AVAILABLE TO THE SELLER, AND IF THE SELLER DOES NOT PICK SUCH PROPERTY UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE PROPERTY WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE PROPERTY AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE PROPERTY TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

NORTHERN LEASING SYSTEMS, INC.  
132 WEST 31ST STREET  
14TH FLOOR  
NEW YORK, NY 10001-5095  
212-239-3500

NOT LATER THAN MIDNIGHT OF

*10/2/15*  
(Date)

(Accepted By)

*9/29/15*  
(Date)

I HEREBY CANCEL THIS TRANSACTION.

(Lessee's Signature)

(Date)

