



**BUCCANEER FINANCIAL GROUP, INC. 1435 PATTON DRIVE, BOULDER, CO 80303 (HEREINAFTER REF**

<b>Lessee: (HEREINAFTER REFERRED TO AS "You" or "Your")</b>						
<b>Full Legal Name</b>						
<b>Address</b>		<b>City</b>		<b>Email Address:</b>		
<b>State Zip</b>		<b>Phone / Fax</b>		<b>State Inc./Business Type</b>		
<b>Equip. Location</b>	Same as above			<b>County/FE ID NO.:</b>		
<b>Description of Equipment, Software and Services</b>						
<b>Vendor</b>		<b>Address:</b>				<b>City St Zip</b>
<b>Quantity</b>	<b>Type, Make, Model, Included Accessories</b>					
<b>Payment Schedule (Monthly) Lease Term</b>	12		<b>No. of Payments</b>	12		<b>\$ Amount of Each Payment (Monthly) Plus Applica</b>
<b>Documentation &amp; Set-Up Fee</b>	\$100	<b>Purchase Option</b>	\$1.00	<b>Advance Payments</b>	<b>First Payment</b>	<b>\$ Amount Financed</b>

**TERMS AND CONDITIONS - PLEASE READ CAREFULLY BEFORE SIGNIN**

**LEASE AGREEMENT AND FEES:** You (the Lessee specified above) want to acquire the above Equipment, Software and Services from the above vendor. You want Us, (Buccaneer Financial Group, Inc.) to buy it and then lease it to You. This Lease will not begin until we sign it and once it starts it will continue for the entire Lease Term stated above (and for any renewal period thereof). You will unconditionally pay all amounts due, without reduction or set-off for any reason whatsoever and you agree that your obligation to pay the amounts due under this Lease is absolute and irrevocable. This Lease is NONCANCELLABLE FOR THE ENTIRE LEASE TERM. YOU UNDERSTAND THAT WE ARE BUYING THE EQUIPMENT, SOFTWARE AND SERVICES BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF THE EQUIPMENT, SOFTWARE AND SERVICES AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS LEASE, WITHOUT SET-OFFS EVEN IF THE EQUIPMENT AND SOFTWARE DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT. If any amount payable to Us is not paid when due, You will pay Us a late charge equal to the greater of 15% of the late amount or \$25.00 (or, if less, the maximum amount allowable under applicable law).

**WARRANTY:** We are leasing the Equipment to You "AS IS, WHERE IS and "WITH ALL FAULTS". We do not manufacture the Equipment, We are not related to the vendor, nor is the vendor allowed to waive or modify any term of this Lease. You alone selected the Equipment and the vendors based on your own judgment and disclaim any reliance on statements made by the vendor or Us. You may contact the vendor for a statement of the warranties, if any, that the Vendor is providing. We assign to You any warranties the vendor may have given to Us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You agree to settle any dispute regarding performance of the Equipment directly with the manufacturer or vendor.

**EQUIPMENT USE AND REPAIR:** You agree the Equipment will be used for business purposes only. You are responsible for keeping the Equipment in good repair and proper working order, reasonable wear and tear, excepted. You are responsible for all services and You will enter into and keep current maintenance service contracts with the relevant supplier for the term of this Lease. We are not responsible for, and You will indemnify Us against any claims, losses or damages, including attorney fees, related to your use or possession of the Equipment. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES. You will keep and use the Equipment only at the above location and shall not remove the equipment from such location or return it to us without our written consent.

**SOFTWARE AND SERVICES:** The term "Equipment" or a similar term in the Lease includes "Software, License and Services". "Software" as used herein means the Software described in the Type, Make, Model section of the Lease, "License" as used herein means the license granted to You by the vendor or software developer and "Services" as used herein means the services provided to You by the vendor or the reseller. (1) You have executed or will execute a separate License with the vendor or software developer and agree to be bound by all of its terms. We are not a party to the License, We do not own the Software or the licensing rights and We are only providing financing to assist You in licensing the Software from the vendor or the software developer. Except for the payment to the vendor that we are making for your benefit, We shall not have any responsibilities, whatsoever, with respect to the Software. (2) You negotiated directly with the vendor or software developer as to the warranties, promises, disclaimers and limitations applicable to the Software. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

**WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRITY, PERFORMANCE OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE.** (3) You agree to assume all obligations to Us under the Lease are absolute, irrevocable and unconditional (a) off or reduction for any reason, whatsoever, regardless of whether (a) the Software is the property; or (b) the vendor or software developer performs its obligations under the Software/License violates the copyright, patent or other intellectual property rights of Us a continuing security interest in the License, as the same may be amended or from time to time and We shall have all the rights of a secured party under the UCC. Upon a default by You under the Lease, You agree that upon receiving written notice You will immediately stop using the Software and that We are entitled to specific performance by You. A default by You under the License shall also constitute a default by You. (5) We do not have title to the Software. We are not responsible for the Software or the Software owned by either You or the licensor under any License Agreement for the Software. You exercise the purchase option, if any for the Equipment, You understand that We do not have title to the Software and cannot transfer it to You.

**TITLE AND UCC:** We are the owner of the Equipment and have sole title to it (the Equipment). You appoint Us as attorney-in-fact to execute and file on your behalf a Uniform Commercial Code (UCC) financing statement(s) to show our interest in the Equipment. This is a "finance lease" under Article 2A of the UCC. You waive all rights you may have under the UCC, including those in Sections 2A-508 -522 and the acceptance of the Equipment.

**LOSS OF INSURANCE:** You must keep the Equipment insured against all risks equal to the replacement cost and obtain a general public liability insurance policy covering the Equipment and its use. You will name us as "loss payee" and an additional insured with evidence of insurance. If You do not, We may, at our option, obtain and pay for an insurance fee to the payment amounts due from You.

**TAXES:** You agree that You will pay when due all sales, use, property and other taxes and administrative charges relating to this Lease, your use or ownership of the Equipment. Lease includes a \$1 purchase option. You agree to file any required personal property tax returns.

**DEFAULT:** If You do not pay any sum by its due date, or You breach any other term of this Lease, then You will be in default of this Lease. If You default, You agree that You pay (1) all past due amounts under this Lease, and (2) all future amounts due at the end of the Lease Term. Upon a default, We may also choose to repossess the Equipment. We can also use any and all remedies available to Us under the UCC or any other law. We shall be entitled to all the legal, collection, other costs and interest on all monies due Us and We incur in connection with this Lease. Interest shall be computed on all past due amounts from the date of default at the lower of one and one-half (1.5%) per month or the highest lawful rate.

**ASSIGNMENT:** You have no right to sell, transfer, assign or sublease the Equipment to anyone else. We may sell, assign or transfer this Lease, the new owner will not be subject to any claim, defense or set-off that You assert against Us.

**MISCELLANEOUS:** You agree that this Lease is the entire agreement between You and Us regarding the Lease of the Equipment and supercedes any purchase order issued by the vendor or software developer and signed by each party. We may accept a facsimile copy of this Lease signature as an original. ANY CLAIM RELATED TO THIS LEASE WILL BE FILED IN THE HOME STATE OF WHOEVER HOLDS LESSORS INTEREST OR LESSOR'S RESIDENCE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AS MAY BE DETERMINED BY US. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY.

**LESSEE ACCEPTANCE OF LEASE TERMS & CONDITIONS** **Lessor Accepted:**

**LESSEE :** 0  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title & Date:** \_\_\_\_\_

**LESSOR:** BUCCANEER FINANCIAL GROUP  
**By:** \_\_\_\_\_  
**Print Name:** Rob Theno  
**Title:** CEO

**LESSEE ACCEPTANCE OF EQUIPMENT, SOFTWARE AND SERVICES**

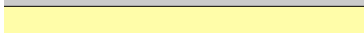
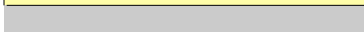
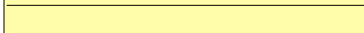
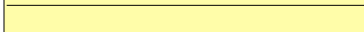
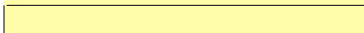
Lessee hereby acknowledges that the Equipment, Software and Services listed in the above Lease have been delivered and installation have been fully completed as required, and that it has been accepted by the Lessee. Further, all conditions and terms of the Lease have been reviewed and acknowledged. Your approval of the purchase of the Equipment, Software and Services from the vendor is a condition precedent to the commencement of the Lease.

**Lease Commencement Date:** \_\_\_\_\_  
**By:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

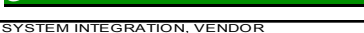
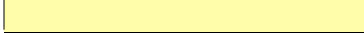
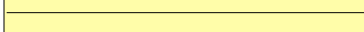
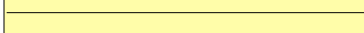
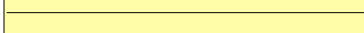
**Lease Agreement:**



**REFERRED TO AS "We" or "Us")**



**Serial No.**



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**TITLE AND UCC:** We are the owner of the Equipment and have sole title to it (excluding the software). You appoint Us as attorney-in-fact to execute and file on your behalf, and at your cost, Uniform Commercial Code (UCC) financing statement(s) to show our interest in the Equipment. You agree this is a "finance lease" under Article 2A of the UCC. You waive all rights and remedies You may have under the UCC, including those in Sections 2A-508 -522 and the right to reject or revoke acceptance of the Equipment.

**LOSS OF INSURANCE:** You must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and obtain a general public liability insurance policy covering the Equipment and its use. You will name us as "loss payee" and an additional insured and provide Us with evidence of insurance. If You do not, We may, at our option, obtain insurance for You and add an insurance fee to the payment amounts due from You.

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**ASSIGNMENT:** You have no right to sell, transfer, assign or sublease the Equipment or this Lease to anyone else. We may sell, assign or transfer this Lease, the new owner will have our rights, but it will not be subject to any claim, defense or set-off that You assert against Us or any other party.

**MISCELLANEOUS:** You agree that this Lease is the entire agreement between You and Us regarding the Lease of the Equipment and supercedes any purchase order issued. Any change must be in writing and signed by each party. We may accept a facsimile copy of this Lease and your signature as an original. ANY CLAIM RELATED TO THIS LEASE WILL BE GOVERNED BY THE HOME STATE OF WHOEVER HOLDS LESSORS INTEREST OR LESSOR'S ASSIGNEE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.



**GROUP, INC.**



have been furnished, that undersigned as satisfactory. as indicated below of our effectiveness of this Lease.