



Lease Agreement

This Offer Expires on 8/18/2016

NFS Leasing, Inc.
900 Cummings Center, Suite 226-U
Beverly, Massachusetts 01915
FAX TO 866-805-3667 • Page 1 of 5

Contract Number: 2016-377

Dear Customer: This Equipment Lease ("Lease") is written in simple and easy-to-read language. Please read this Lease thoroughly and feel free to ask us any questions you may have about it. The words YOU and YOUR refer to the Lessee. The words WE, US and OUR refer to the Lessor. Please consult with your attorney before executing this agreement.

Customer Information

| | | | | |
|--|------------|--------|-------|---|
| Lessee Full Legal Name: Wild Rogue Extracts, LLC | | | | |
| Equipment Ship To Address: | City: | State: | Zip: | Location Leased? Yes <input type="radio"/> No <input checked="" type="radio"/> |
| 22821 Highway 62 | Shady Cove | OR | 97539 | |
| Equipment Permanent Address: (if same as Ship To, leave blank) | City: | State: | Zip: | |
| 2030 ANTELOPE RD | WHITE CITY | OR | 97503 | |

Complete Equipment Location only if different from Ship To address.

Equipment Description – See Exhibit A Equipment Schedule Term/Lease Payment Schedule

| | | | | |
|-------------------------|--------------------|-----------------------------------|------------------------------|------------|
| Sales Price: | \$18,700.00 | End of Lease Expiration Options: | Down Payment(s): | \$0.00 |
| Monthly Lease Payments: | \$1,715.00 | 1 - Purchase Equipment for \$1.00 | First Monthly Lease Payment: | \$0.00 |
| Lease Term: | 12 Months | | Security Deposit: | \$1,715.00 |
| Payment Frequency: | Monthly in Advance | | Doc Fee: | \$250.00 |
| | | | Total Due In Advance: | \$1,965.00 |

THIS LEASE MAY NOT BE CANCELED

Terms/Conditions

IMPORTANT: NEITHER THE SUPPLIER NOR ANY SALESPERSON ARE OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS LEASE. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE.

1. LEASE AGREEMENT; PAYMENTS: We agree to lease to you and you agree to lease from us the equipment listed above or identified in any attached Equipment Schedule ("Equipment Schedule"), together with all replacements, parts, attachments, accessories and substitutions therefore ("Equipment"). You promise to pay us the Lease payments according to the terms of the Payment Schedule shown above or any Equipment Schedule hereto, plus all other charges (see Sections 7, 9, 11, and 15). The First Payment shall be due on the first day of the month following the date Lessee accepts such Equipment – "Commencement Date" and shall continue until terminated in accordance with the provisions of this Lease Agreement. Your obligation to pay the Monthly Lease Payment shall commence on the date the Equipment has been delivered to you by the Supplier. You have five (5) days following the receipt of the Equipment to notify us as to any missing Equipment, and failure to do so shall be construed, as your acknowledgment that all the Equipment has been received by you. In the event the Equipment is delivered to you in multiple shipments, or for any other reason only partial delivery of the Equipment has occurred, we shall provide you with a calculation as to the pro rata amount of the Monthly Lease Payment due to us based upon the Equipment actually received by you for each such partial delivery. All Monthly Lease Payments paid by you prior to the Commencement Date shall constitute "Interim Rent". You are obligated to pay such Interim Rent in an amount equal to 1/30th of the Monthly Lease Payment for each day your Monthly Lease Payment obligation commences in advance of the Commencement Date. Interim Rent shall be invoiced by us on the first date of each month for the prior month's Interim Rent and shall be payable by you within 5 days from the date such invoice is received by you. As of the Commencement Date, the Monthly Lease Payments shall be payable via ACH Direct or other electronic funds transfer service reasonably acceptable to us, in advance on the Commencement Date and on the first day of each successive month thereafter during the Initial Term of the lease or any extension thereof. In the event any payment due hereunder is not received by us within five (5) days after it is due, you shall pay us a late fee of \$250.00 to cover our administrative and other costs. In addition to the foregoing late fee, you shall pay interest on such overdue amounts at the rate of one and one-half (1 1/2) percent per month or the maximum interest rate legally permissible in the state where the equipment is located, which interest shall accrue as of the date such payment was due. You may terminate the lease at the end of the Initial Term by giving us a 120 days written notice prior to the last day of the Initial Term. If you do not give such written notice of termination, then notwithstanding any end of Lease purchase options shown above, the Initial Term shall be automatically extended thereafter on a month-to-month basis at the same Monthly Lease Payment, until terminated by you giving us the aforesaid written notice.

2. GENERAL TERMS; PAYMENT ADJUSTMENTS; EFFECTIVENESS: You agree to all the terms and conditions on of this Lease. This Lease is a complete and exclusive statement of our agreement. The Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Lease and acknowledge that you have selected the Equipment and reviewed the supply contract under which we will obtain the Equipment. THIS LEASE IS NOT BINDING ON US AND WILL NOT COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES IN BEVERLY, MASSACHUSETTS. You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert or correct missing information on this Lease, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment. Any security deposit you have given us is non-interest bearing and may be used by us to cover any costs or losses we may suffer due to your default of this Lease. The security deposit is refundable upon expiration of the Lease, provided all Lease terms and conditions have been performed. You agree that any Purchase Order issued to us covering the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify this Agreement. You agree to provide us your financial statements upon request. Nothing in this Lease shall be construed to mean that you must pay any sum which exceeds that which may lawfully be charged, and if there is such excess sum, it shall be applied to reduce the lawful amounts payable by you and any excess shall be returned to you.

3. EQUIPMENT OWNERSHIP: We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. The Equipment shall always remain personal property even though the Equipment may become attached or affixed to real property. If this Lease is determined not to be a true lease, you hereby grant us a security interest in the Equipment relating back to the date we purchased it.

4. NO WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU "AS IS," WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of this Lease any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counter-claims against us.

5. MAINTENANCE; USE; INSTALLATION: You are responsible for installation and maintenance of, and for any damage to, the Equipment. You must service, repair and maintain the Equipment at your expense in the same condition as when received, ordinary wear and tear excepted, in compliance with all applicable laws and regulations, and in compliance with all insurance policies and all manuals, orders, recommendations and instructions issued by the manufacturer or vendor. You shall permit the Equipment to be used by qualified personnel solely for business purposes and the purpose for which it was designed. You will make no alterations or modifications to the Equipment without our prior written consent. If the Equipment malfunctions, is damaged, lost or stolen, you agree to continue to make all payments due under this Lease. Lessee shall remain responsible for all payments due under the Master Lease and any Schedules regardless of any changes to state or federal law regarding the installation, use, possession or operation of the Equipment.

6. EQUIPMENT LOCATION: You will keep the Equipment only at the address shown on page 1 and you will not move it from that address unless you get our prior written consent.

7. INSURANCE; CASUALTY: Until this Lease is paid in full and the Equipment has been returned to us, you will (a) keep the Equipment insured under all risk property insurance policies naming us as loss payee for the greater of the Remaining Balance (defined below) or its full replacement value against all types of loss, including theft; and, (b) provide and maintain comprehensive general public liability insurance naming us as additional insured. All policies and insurers shall be acceptable to us and the insurer(s) must agree to provide us at least 30 days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance and add a charge to your monthly payment which will include the insurance premium charged by our insurance provider, our then prevailing insurance administration fee, together with interest on such amounts at the overdue rate provided in Section 11. If the Equipment is damaged, you shall immediately repair the damage at your expense. If any Equipment is lost, stolen or damaged beyond repair, you shall, at our option, (a) replace the same with like equipment in a condition acceptable to us and convey clear title to such equipment to us (such equipment will become Equipment subject to this Lease), or (b) pay us the Remaining Balance. For purposes of this Lease, "Remaining Balance" means the sum of (i) all amounts which are currently due to us under this Lease, but are unpaid, plus (ii) the present value of the sum of all amounts to become due during the Lease term discounted at a discount rate equal to 5% per annum, plus (iii) the expected FMV for the Equipment as of the end of the Lease term, as reasonably anticipated by us at the commencement of the Lease. Upon our receipt of the Remaining Balance following the loss or destruction of any Equipment, you shall be entitled to whatever interest we have in such Equipment, in its then condition and location, without warranties of any kind.

8. LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and agree to indemnify, defend and hold us, our employees and agents, harmless from and against (a) any and all liabilities, losses, damages, claims and expenses (including attorneys' fees and legal costs) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, licensing, titling, registration, leasing, possession, operation, use, return or other disposition of the Equipment, including, but not limited to, any liabilities that may arise from patent or latent defects in the Equipment, and any claims based on strict tort liability; (b) any and all loss or damage of or to the Equipment; and (c) any liability to the manufacturer or supplier arising under any purchase orders issued by or assigned to us.

9. TAXES; PERSONAL PROPERTY TAX FEES: You agree to show the Equipment as "Leased Property" on all personal property tax ("PPT") returns. Lessor shall arrange for the preparation and filing of all personal property tax returns and the payment of any tax assessments related thereto and Lessee shall reimburse Lessor for such impositions upon Lessor's demand. If filing by Lessee is required by law, or if requested by Lessor, Lessee shall prepare and file, or cause to be prepared and filed, all necessary filings for the assessment of such impositions upon Lessor's demand. If filing by Lessee is required by law, or if requested by Lessor, Lessee shall promptly send Lessor a copy of such filing and submit to Lessor written evidence of Lessee's payment thereof. Any tax returns filed by Lessee shall show Lessor as the owner of the Equipment. You agree to reimburse us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by any federal, state or local government or agency which relate to this Lease, the Equipment or its use. Fines and penalties will be limited to any incurred as a result of your failure to act in accordance with federal, state and local tax laws and codes and/or the terms of this Lease. You agree to reimburse us for reasonable costs incurred in collecting or paying any taxes, assessments, charges, penalties or fees.

10. ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer all or any part of this Lease and/or the Equipment without your consent. The new owner will have the same rights that we have, but you agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us or any supplier.

11. DEFAULT; DAMAGES: If you, or any guarantor of your obligations (a) fail to pay when due any Rent, including any interest thereon, and such failure continues unremedied for a period of five (5) days after written notice thereof from Lessor to Lessee, or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, or (c) terminate your existence by merger, consolidation, sale of substantially all your assets, or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Lease and such failure continues unremedied for fifteen (15) days after written notice thereof from Lessor to Lessee, or (f) place Equipment in a third party facility and does not produce an acceptable Tn-Party Agreement within 90 days of signing the Lease Agreement, or (g) make an assignment for the benefit of creditor, or (h) admit in writing its inability to pay its debts as they become due, you will be in default. If you are in default we may, but shall not be obligated to, do any or all of the following: (i) declare immediately due and payable the Remaining Balance and all unpaid amounts due under this Lease, (ii) require you to immediately return all Equipment to us at your expense, (iii) with or without notice, demand or legal process, re-take possession of the Equipment (and you authorize us to enter upon the premises wherever the Equipment may be found), (iv) sell, hold, use, lease or otherwise dispose of the Equipment, (v) immediately terminate this Lease (and any other agreements we have with you), (vi) apply any security deposit to reduce amounts due to us hereunder, and/or (vii) exercise any other remedies available to us under applicable law. You agree to pay our actual attorneys' fees, plus all actual costs, including all costs of any Equipment repossession. Any payment or other amount more than 5 days delinquent under this Lease shall accrue a \$250.00 late charge per occurrence and interest until paid at the overdue rate of one-half (1/2) percent per month, or the maximum amount permitted by applicable law, whichever is less. You waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect any amounts due on this Lease. We will not be responsible to you for any consequential or incidental damages. Our delay or failure to enforce our rights under this Lease will not prevent us from doing so at a later time.

12. CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL: You and any Guarantor hereto agree that this Lease will be deemed for all purposes to be fully executed and performed in the State of Massachusetts and will be governed by Massachusetts law. YOU AND ANY GUARANTOR EXPRESSLY AND IRREVOCABLY AGREE TO (a) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF MASSACHUSETTS IN ANY CONTROVERSY THAT MAY ARISE RELATING TO THIS LEASE, ANY GUARANTY OR THE EQUIPMENT, (b) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN MASSACHUSETTS AND AGREE THAT SUCH COURT WILL BE A CONVENIENT PLACE FOR ANY TRIAL, AND, (c) WAIVE ANY RIGHT TO A TRIAL BY JURY. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this Lease with you and any Guarantor.

13. FINANCE LEASE; AMENDMENTS: YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER THIS LEASE IS ABSOLUTE AND UNCONDITIONAL. THIS LEASE IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN MASSACHUSETTS ("UCC"). THIS LEASE MAY NOT BE AMENDED EXCEPT BY A WRITING WHICH WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-508 THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS LEASE, (b) REJECT TENDER OF THE EQUIPMENT, (c) REVOKE ACCEPTANCE OF THE EQUIPMENT, (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY, AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS LEASE. IF ANY PART OF THIS LEASE IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS LEASE WILL GOVERN.

14. RENEWAL: At the end of the original Lease term this Lease will automatically renew for successive one month terms until (a) you send us written notice that you do not want it to renew at least 120 days before the end of any term, or (b) following renewal we terminate this Lease upon 30 days prior written notice to you.

15. EQUIPMENT RETURN: If you do not exercise the Lease End Purchase Option at the end of this Lease term, you will immediately crate, insure and ship all, but not less than all, of the Equipment, in good working condition, to us at a location and by means we designate, with all expenses to be prepaid by you. You must give us 120 days prior written notice of your intent to return the Equipment under this Section. You must disassemble and pack the Equipment for shipment in a manner authorized by the manufacturer or its representative at your expense. If you fail to return all of the Equipment to us as agreed, you shall pay to us the regular Lease payments each month until all of the Equipment is returned. If the Equipment is damaged when received by us or otherwise not in the condition required upon return, to us, you agree to pay for all costs of repair or restoration. You will also be responsible for any damage to the Equipment which occurs during shipping.


16. REPRESENTATIONS; WARRANTIES; COVENANTS: You represent and warrant that all customer information provided in this Lease is true, accurate and complete. You agree to inform us in advance of any change in the status or type of your organization, state of organization or organization ID number. You will provide us a complete current copy of your Articles of Incorporation, or, if not incorporated, other appropriate organization documentation as we request.

17. FAX: If we agree, you may transmit this Lease and related documents to us by teletype or facsimile ("fax"). The fax version of this Lease and related documents shall constitute an original of the documents and "best evidence" of the parties agreement, and shall be binding on you as if it were manually signed and personally delivered. You agree that the fax document will be admissible in any legal action. To the extent this Lease constitutes chattel paper under the UCC, a security interest in this Lease may be created through the transfer and possession of a copy of this Lease manually executed by us without the need to transfer possession of any other fax or copy of this Lease, or any other related documents or instruments. We have no duty to verify or inquire as to the validity, execution, signer's authority or any other matter concerning the propriety of any fax.

18. MISCELLANEOUS: If any provision of this Lease is unenforceable, invalid or illegal, the remaining provisions will continue to be effective. You must bring any action against us relating to this Lease within one year after the basis for the claim first arises and in any event not later than one year following termination of this Lease. Time is of the essence with respect to the payment and performance of all of your obligations under this Lease.

19. MERGER: THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS LEASE. THIS LEASE CANNOT BE MODIFIED OR ALTERED UNLESS IT IS IN WRITING AND SIGNED BY ONE OF OUR OFFICERS.

Lessee Authorized Signature

| | | |
|--|----------------|---|
| Authorized Signer  | Date: 08/28/16 | Printed Name: KEN C. REMINGTON |
| | Title: PARTNER | Indicate President, Partner, Proprietor, etc. |

I further certify that I have the power and authority to execute any and all documents on behalf of the Company relating to the above referenced transaction and to bind the Company to perform in accordance with the terms thereof.

Personal Guaranty

I or ME means Guarantor(s) and YOU or YOUR means Lessor. I have read and understand this Lease and expressly agree to its terms, conditions, consents and waivers. If Lessee defaults by failing to pay or perform any obligation under this Lease then I agree to pay or perform all such obligations to you in accordance with this Lease. I further agree that NFS's remedies against me for breach of this Guaranty Agreement shall be separate and distinct from its remedies against Lessee, and NFS may, at its sole option, proceed directly against me without first proceeding against Lessee. Neither the failure of NFS in any particular instance to insist upon my strict performance, nor the granting by NFS of any particular indulgence, forbearance or concession to either me or Lessee, shall operate as a waiver on the part of NFS to thereafter insist upon my strict performance of this Guaranty Agreement. I waive any notice of any default or modifications or alterations which may be made by you and the Lessee, and any defenses which I may have against enforcement of this Guaranty based upon suretyship principles or the impairment of any collateral security for this Lease. I will reimburse you for all expenses and attorney fees you incur in enforcing any of your rights against the Lessee or me.

I CONSENT TO MASSACHUSETTS LAW, JURISDICTION OVER MY PERSON, AND VENUE IN ANY MASSACHUSETTS COURT AND WAIVE TRIAL BY JURY IN ANY MATTER RELATING TO THIS LEASE, GUARANTY OR THE EQUIPMENT.

| Personal Guarantor | DO NOT INCLUDE TITLE | Date | Personal Guarantor | DO NOT INCLUDE TITLE | Date |
|---|--|----------|------------------------------------|-------------------------|------|
| X  | | 08/28/16 | X | | |
| Print name: Kenneth Remington | Date of Birth: 04/20/62 | | Print Name: | Date of Birth: | |
| Driver's License Number and State: | Social Security Number: | | Driver's License Number and State: | Social Security Number: | |
| Residential Address: 1105 LEXINGTON DR | City/State/Zip: EAGLE POINT, OR 97524 | | Residential Address: | City/State/Zip: | |
| Phone Number: 510 520 1683 | Email Address: KEN.REMINGTON@WILDROQUEEXTRACTS.COM | | Phone Number: | Email Address: | |

Accepted by: NFS Leasing, Inc., Lessor

Signed By: Mark Blaisdell - VP Finance

Date:

X

EXHIBIT A – Equipment Schedule

LEASE NO. 2016-377

DATED AS OF _____

BETWEEN NFS Leasing, Inc. ("LESSOR")

AND Wild Rogue Extracts, LLC ("LESSEE")

LESSEE:

EQUIPMENT LOCATION:

Wild Rogue Extracts, LLC

22821 Highway 62
Shady Cove, OR 97539

Equipment Description and Terms

Vendor

Quote No.

Price

Apeks

1333372000006740000

\$18,700.00

Total Sales Price:

\$18,700.00

Original Equipment Cost: \$18,700.00

Monthly Payment: \$1,715.00

Initial Term: 12 months

Advance Payment: Security Deposit & Documentation Fee = \$1,965.00

Upon payment of final Monthly Lease Payment, you will have the option to:

1. Purchase Equipment for \$1.00

The terms and conditions of the Lease Agreement are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

LESSOR: NFS Leasing, Inc.

By: _____

Name: Mark Blaisdell

Title: Vice President – Finance

Date: _____

LESSEE: Wild Rogue Extracts, LLC

By: 

Name: KENNETH C REMINGTON

Title: OWNER, SALES

Date: 08/28/16

Acceptance Certificate

LEASE NO. 2016-377

DATED AS OF _____

BETWEEN NFS Leasing, Inc. ("LESSOR")

AND Wild Rogue Extracts, LLC ("LESSEE")

LESSEE: Wild Rogue Extracts, LLC

EQUIPMENT LOCATION:

22821 Highway 62
Shady Cove, OR 97539

Pursuant to the above referenced Lease Agreement, Lessee by its below signature, hereby certifies that the Units of Equipment described in Exhibit A and below have been delivered by the Supplier of such Equipment at the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Lease Agreement on the applicable Delivery or Installation Date(s) set forth below:

EQUIPMENT DESCRIPTION

Vendor
Apeks

Quote No.
1333372000006740000

Price
\$18,700.00

Total Sales Price: \$18,700.00

The terms and conditions of the Lease Agreement are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

LESSEE: Wild Rogue Extracts, LLC

By: 

Name: KENNETH C REMINGTON

Title: OWNER, SALES

Date: 08/28/16

Please Print Clearly

BILLING AND LEASE SCHEDULE INFORMATION

TO CONTRACT NO. 2016-377

BETWEEN NFS Leasing, Inc. ("LESSOR")

AND Wild Rogue Extracts, LLC ("LESSEE")

CUSTOMER'S ADDRESS FOR BILLING

COMPANY NAME: WILD ROGUE EXTRACTS, LLC

ADDRESS: 1750 DELTA WATERS RD

CITY, STATE, ZIP: MEDFORD, OR 97504

ATTENTION: TAMARA REMINGTON

TELEPHONE: 510 526 1684

FAX: N/A

BILLING EMAIL: TAMARA.REMINGTON@WILDRogueEXTRACTS.COM

CORPORATE INFORMATION

ORGANIZATION TYPE: LLC

FEDERAL TAX ID# 47-4362668

STATE OF ORGANIZATION: OREGON

STATE ID#: 112425293

ACH TRANSFER AUTHORIZATION

By signing below you authorize NFS Leasing, Inc. and it's assigns to initiate withdrawals from the account for amounts due under the Lease Agreement. If the below account is closed or becomes invalid, you agree to provide valid account information at all times during the term of the Lease Agreement. Please note that a penny test will be performed upon receipt of this information.

Bank Name: Wells Fargo Bank

Address: 7445 CRATER LAKE HWY
WHITE CITY, OR 97503

PLEASE ADVISE LESSOR AT THE ADDRESS LISTED BELOW OF CHANGES IN THE INFORMATION PROVIDED ABOVE

Please return this document along with all other required documents to:

NFS Leasing, Inc.
900 Cummings Center
Suite 226-U
Beverly MA 01915
Fax: (866) 805-3667

Account Name: KENNETH & TAMARA REMINGTON

Address: P.O. Box 1567
SHADY COVE, OR 97539

Account #: [REDACTED]

ABA Routing #: [REDACTED]

Please attach copy of voided check.

Authorized Signature: [Signature]

Date: 08/28/16



NFS Leasing, Inc. Wire/ACH Instructions

Wire/ACH Instructions

Bank Name: Peoples United Bank
Address: One Post Office Square
Boston, MA 02109

Account Name: NFS Leasing, Inc.
Address: 900 Cummings Center, Suite 226-U
Beverly, MA 01915

Account #: [REDACTED]
ABA #: [REDACTED]

For US Dollar International Wires:

Wire to:
Peoples United Bank
850 Main St
Bridgeport CT
Swift code [REDACTED]
Routing# [REDACTED]

Benefit to:
Your Account Number: [REDACTED]
Title of Account: NFS Leasing, Inc.
Please contact Dana Calumby at 978-338-4243 or danac@nfsleasing.com if you have any questions.

**Apeks Supercritical**

150 Commerce Blvd.
Johnstown, OH 43031
United States

Quote

Valid Till: 08/19/2016

Quote Number : 1333372000006748025

<http://www.apekssupercritical.com/>**BILL TO:**

Ken Remington
Ken Remington

SHIP TO:

Livermore
CA - California
United States
94550

OR
USA

| Product Details | Qty | Price | Total |
|---|-----|-------------|--------------------|
| 5L 2000psi extractor module (quote) | 1 | \$14,000.00 | \$14,000.00 |
| 5L MODULE TO ADD TO EXISTING 2000-5LD APEKS SYSTEM | | | |
| Quantity discount (quote) | 1 | (\$700.00) | (\$700.00) |
| Quantity discount (see adjustment below). Thank you for your business! | | | |
| Training at Customer Location (quote) | 0 | \$0.00 | \$0.00 |
| INCLUSIVE IN PRICE: | | | |
| Travel expenses associated with on-site training for customer (4 hours). Training will be scheduled 2 weeks after equipment is installed in customers facility. | | | |
| Module Installation (quote) | 1 | \$3,500.00 | \$3,500.00 |
| INSTALLATION OF A 5L MODULE TO AN EXISTING 2000-5LD APEKS SYSTEM | | | |
| Shipping and Crating Charges (quote) | 1 | \$1,900.00 | \$1,900.00 |
| CRATING AND SHIPPING FOR A 5L MODULE UPGRADE | | | |
| Sub Total | | | \$18,700.00 |
| Estimated Tax | | | \$0.00 |
| Adjustment | | | \$0.00 |
| Grand Total | | | \$18,700.00 |

Shipment from Apeks (Johnstown OH) is estimated at 4 weeks ARO**Terms and Conditions**

See attached Equipment Sales Agreement for purchase terms and conditions.

Payment terms: 50% down payment, 50% upon completion. Full payment must be received before system will ship. See corresponding Equipment Sales Agreement for additional information.

Wire transfer, cashier's check, or company check can be deposited to our Wells Fargo Bank Account #3962098178. Routing # 121000248. SWIFT code WTBUS6S. Address: 115 HOSPITAL DR VAN WERT, OH, 45894.

If using FedEx, UPS, USPS, etc. for check, please send to:
150 Commerce Blvd, Johnstown, OH 43031

ALL OTHER FORMS OF PAYMENT WILL BE ASSESSED A 3% HANDLING FEE.

Please write your name and/or business name on the deposit slip!

Sales tax is required for all systems unless delivery state and/or local sales tax is not required or a valid State Tax Exemption Certificate is received.