

FLICKO'S FRANCHISE CORP., INC.

ELECTRONIC FUNDS TRANSFER AGREEMENT

EXHIBIT C TO THE OFFERING CIRCULAR

EXHIBIT C TO THE FRANCHISE AGREEMENT

Leasing Company (Lessor): **PLAIN LANGUAGE COMMERCIAL EQUIPMENT LEASE (UNDER \$50,000)**



NOTICE: THIS IS A NON-CANCELABLE, BINDING CONTRACT. THIS CONTRACT WAS WRITTEN IN PLAIN LANGUAGE FOR YOUR BENEFIT. IT CONTAINS IMPORTANT TERMS AND CONDITIONS AND HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU. PLEASE READ IT CAREFULLY; FEEL FREE TO ASK QUESTIONS BEFORE SIGNING.

DESCRIPTION OF LEASE EQUIPMENT (Include quantity, make, model, serial no. and all attachments.) (Attach separate Schedule "A" if necessary.)

VENDOR'S NAME

LEASING CUSTOMER (lessee): (Complete Legal Name. If a corporation, use EXACT registered corporate name.)

Company Name

Telephone No./Fax

Billing Address

Equipment Location (If other than Billing Address)

SCHEDULE OF RENTAL PAYMENTS

TERM OF LEASE	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	DUE AT SIGNING OF LEASE	END OF LEASE PURCHASE OPTION
XX (IN MONTHS)	XX	\$XXXXX (Plus Applicable Taxes)	Advance Payment \$ Security Deposit \$ Other \$ Total Payment Due \$	<input type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> Fixed Price Purchase Option \$1.00 <input type="checkbox"/> Fixed Price Purchase Option of 10% of Total Cash Price

TERMS AND CONDITIONS

1. **LEASE CHARGES.** You ("Lessee") agree to lease from us ("Lessor") the above equipment for the periodic payment amount and for the full term stated above. That amount is based on the estimated cost of all equipment and shipping charges, and you agree that it may be adjusted upward if the actual cost exceeds this estimate. We may charge you a partial payment for the time between the delivery date and the due date for the first payment. If any payment is late, we may charge you a late fee of \$25.00 or 15% of the amount that is late, whichever is greater. You agree to return the equipment to us at your cost at the end of the lease unless we have given you a purchase option above and you exercise the option at that time. If you don't exercise the option or return the equipment, this lease will continue for the same terms on a monthly basis. This Lease is not enforceable until accepted by Lessor.

2. **OTHER IMPORTANT TERMS.** THIS LEASE IS AN UNCONDITIONAL OBLIGATION AND CANNOT BE CANCELED BY YOU FOR ANY REASON, INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGE. You may not revoke acceptance of the equipment. You, not we, selected the equipment and the vendor named above. We are not responsible for equipment failure or the vendor's acts or promises. YOU ARE LEASING THE EQUIPMENT "AS IS", AND WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING COMPLIANCE WITH ALL YEAR 2000 ISSUES. YOU UNDERSTAND THAT WE AND THE VENDOR ARE TWO SEPARATE AND INDEPENDENT COMPANIES, AND THAT NEITHER THE VENDOR NOR ANY OTHER PERSON IS OUR AGENT. We are not responsible for service or repairs. Any warranties the vendor gave to us, if any, we hereby assign (pass) to you. You may contact the vendor for a statement of such warranties, if any. You certify to us that the equipment will be used by you solely for business purposes and not for personal or household purposes. You shall look solely to vendor for any and all claims and/or warranties related to the equipment. You will use the equipment for lawful business purposes only and use and maintain the equipment in compliance with all local, state and federal laws or regulations.

3. **TITLE.** We will have title to the equipment during this lease. You agree this is a "true lease", not a sale or a loan. However, if this lease is determined not to be a "True lease," you hereby grant us a security interest in the equipment. You hereby give us power of attorney to sign and file financing statements in order to perfect this security interest in our favor, You also agree to pay our filing and other administrative and processing fees. You agree this is a "finance lease" under Article 2A of the Uniform Commercial Code.

4. **LOSS; DAMAGE; INSURANCE.** You are responsible for and accept the risk of loss or damage to the equipment. You agree to keep the equipment

insured against all risks of loss in an amount at least equal to the replacement cost, and you will list us as loss payee and give us written proof of this insurance. If you do not give us such proof, we may (but will not be obligated to) Obtain other insurance and charge you a fee for it, or we may charge you a monthly risk charge equal to 0.25% of the original equipment cost.

5. **TAXES AND OTHER FEES; INDEMNIFICATION.** You agree to reimburse us for all taxes (such as sales, use and property taxes) and charges in connection with the ownership and use of the equipment. Unless we have given you a purchase option for \$1.00 at the end of the lease, you agree that we are entitled to any and all tax benefits (such as depreciation and tax credits), and you will not do anything inconsistent with this understanding. If you do, you will indemnify (reimburse) us for our resulting losses. You also agree to indemnify us for all losses and liabilities arising out of the ownership or your use of the equipment. These promises will continue after this lease ends.

6. **DEFAULT.** If you fail to pay us or do not comply with any other term of this Lease or any other agreement you have with us, we will have the right to (i) sue you for all past due payments and all payments to become due in the future for the unexpired term, plus the residual value we have placed on the equipment and other charges you owe us, and/or (ii) repossess the equipment. You will also pay for our reasonable collection and legal costs. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF KENTUCKY AND ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL BE RESOLVED IN THE COURTS OF THE STATE OF KENTUCKY.

7. **ASSIGNMENT.** You may not assign this lease or sublease the equipment to anyone else. You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations), and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us or another person.

8. **MISCELLANEOUS.** You authorize us to share credit and other information about you and your company with our affiliates unless you write to us. For your convenience, we may accept a facsimile copy of this lease with facsimile signatures. You agree a facsimile copy will be treated as an original and will be admissible as evidence of this lease. This lease contains our entire agreement and supersedes any conflicting agreement(s). Any change in the terms of this lease must be in writing and signed by the lessor

X AUTHORIZED SIGNATURE

Date

Witness

Print Name and Title :

Print Name:

PERSONAL GUARANTEE