

Terms of Use – Last Updated July 2009

These Terms of Use set forth the agreement between Ecologic Leasing Services (which is referred to below as “we” or “us” and in the possessive “our”) and any users of this site (each a "User" or “you”) regarding access to and use of this site or other sites as Ecologic may make available (collectively and separately the “Website”). The Website includes all associated products, features, and services. Two of the principal services provided through the Website are (1) the making available of forms for financing documentation (called “PureDocs” and described in more detail below) and (2) the provision of an online system for matching financing sources with borrowers and lessees (the “Marketplace” described in more detail below). By using the Website, Users agree to be legally bound by these Terms of Use. If you do not agree to these terms of use, you must not use or continue to use this Website.

Please note that all uses of the word “including” means “including, without limitation” in these Terms of Use.

1. General Guidelines on Use of the Website

A User may desire access to one or more of our services through our Website. The access will be under a non-exclusive, revocable license.

In order to gain access to any of the services provided through our Website, each User must register. In this registration process the User must provide accurate and complete information. Registration using any fictitious information will mean that the User’s access to any services through the Website is unauthorized and the license granted the User by us will be void.

We reserve the right to, but we are not required to, authenticate User Information. Each User hereby authorizes us to take such action as we believe is appropriate to conduct such authentication.

The information requested at the time of registration may include the User's name, company, contact information, the capacity in which the User is registering (i.e., as borrower/lessee, lender/lessor, syndicator or vendor), the billing address of the User and (in certain instances) credit card information.

Certain requests for information will be optional. For example, a User may provide a profile for preferred transactions. Whether required or optionally provided by the User, all information provided by a User regarding itself, either as part of the initial registration process or subsequently is referred to as “User Information”.

Each User agrees continually to comply with our access procedures and practices (including security measures) as then in effect and as may be supplemented or modified by Ecologic from time to time (the “Access Procedures”). These Access Procedures include the selection by each User of a user name and password. Each User must (a) maintain the confidentiality of its password and is responsible for all activities that occur under that password and (b) promptly notify us of any known or suspected unauthorized use or disclosure of its password or any other breach of security. A User must never allow any other person to use its name and password to access the Website, including the Marketplace.

We may enter into separate written agreements with one or more Users regarding the use of our services, including services through the Website. The separate written agreement will provide additional terms governing the relationship between us and the User.

2. Guideline on the Use of the Marketplace

In addition to the general guidelines on use of any portion of the Website to access our services, the following guidelines apply to any User’s access to the Marketplace.

In order to participate in the Marketplace, Users must also provide detailed information concerning their particular Marketplace transactions (collectively, "Transaction Information"). Users are solely responsible for all Transaction Information they make available on the Marketplace.

Any request for proposal using Marketplace (a “RFP”) by a User (the “RFP Author”) must set forth an actual (not fictitious) opportunity for financing of the identified types of merchandise and related costs. Those Users to whom the RFP is directed (the “RFP Bidders”) must respond only with a financing proposal (a “Proposal”) that represents terms under which the responding RFP Bidder is willing and able to complete a financing transaction (the “Transaction”), subject to customary industry conditions to funding such as credit committee approval, due diligence and execution of appropriate documentation.

The winning RFP Bidder will be notified of its selection (the “Selected Bidder”). The Selected Bidder will be required to confirm that it remains willing and able to fund the transaction. Once the Selected Bidder gives the RFP Author this confirmation, both parties are obligated to complete the transaction in accord with the term of the RFP and the Proposal. Each other RFP Bidder will be notified that the transaction has not been awarded to it.

In the event that PureDocs is being used to document a Transaction, the Selected Bidder must provide us, in an electronic format, all vendor invoices to be included into a lease schedule for the Transaction. This material must be provided to us by the Selected Bidder as soon as practicable after being notified of its selection so that we can assemble the documents for RFP Author’s and RFP Bidder’s review and signature.

In the event that PureDocs is not being used in a Transaction, the Selected Bidder agrees to provide us copies of all supporting executed lease documentation and asset-level information contemporaneously with any funding of a Transaction.

Use of this Website, including, without limitation, the establishment or continuation of any financing relationship between a RFP Author and a RFP Bidder, will require the payment to us of certain fees. Please see section entitled “Fees” below.

Subject to uses permitted pursuant to the Privacy Policy, the following confidentiality provisions apply to the Marketplace. RFPs are to remain confidential to those potential RFP Bidders to whom the RFP Author directed the RFP using the Website. Proposals are to be confidential among RFP Bidder, RFP Author, and us. The name of the Selected Bidder receiving the award of a funding transaction and the terms of that award are private among the Selected Bidder, the RFP Author, and us.

Each User agrees to comply with all applicable laws in connection with its use of the Marketplace. Each User should consult with its own legal counsel to assure that such User is familiar with and complies with such laws.

In addition to all other remedies available to us, Users who fail to comply with these Terms of Use lose the license to access the Website including the ability to participate in the Marketplace.

3. User Conduct

Users must act in a professional business manner. Each User agrees not to use the Website:

- other than for its intended purpose;
- to collect, store or use information about other Users or specific transactions other than for the specific purpose for which that information was provided;
- to identify transactions as a lead generation tool for the User’s own distribution channel, in an attempt to avoid fees;
- to post, email or otherwise transmit any information known to be inaccurate;
- to use profanity or language that otherwise is insulting, demeaning, harassing or offensive;
- to impersonate any person or entity or falsely state or otherwise misrepresent affiliation with a person or entity;
- to forge or otherwise manipulate identifiers in order to disguise the origin of any transaction or information transmitted to or posted on the Website;

- to disrupt the normal flow of dialogue on the Website or otherwise act in a manner that negatively affects other Users' ability to engage in real-time exchanges and transactions;
- to violate any applicable local, state, national or international law and any regulations having the force of law.

We reserve the right to monitor usage of the Website and, in addition to other remedies available to us, to terminate use by any Users who we determine, in the exercise of our sole discretion, to have failed to abide by these Terms of Use.

4. Privacy Policy

Our policy is to respect and protect the privacy of our Users. Please refer to our Privacy Policy for further information.

5. Fees

The initial RFP will set forth the fee structure for the fees payable to us (collectively, the "Transaction Fee Structure"). Once established, the Transaction Fee Structure will apply to any financing transaction documented using PureDocs and/or to any equipment that belongs to or falls under the same "Category", as defined below (a "Fee Transaction") regardless of (1) a change in the identity of the party to the RFP (e.g. a party to the transaction is an successor to or affiliate, associate or designee of the RFP Author or Selected Bidder, as the case may be); (2) the expiration of the stated duration of the RFP, the Proposal or the initial financing program; (3) the exceeding or falling short of the dollar amounts set forth in the RFP, the Proposal or the initial financing program; or (4) a change in or addition of a location at which the equipment will be used. For purposes of this paragraph equipment of the same "Category" means equipment that falls together within any of the following equipment groupings (which are not intended to be mutually exclusive): (1) industrial, manufacturing, machine tools and mining machinery and equipment; (2) material handling equipment, vessels and containers; (3) construction and off-road equipment; (4) medical technology and equipment; (5) transportation vehicles and equipment, including, without limitation, commercial and corporate aircraft, rail cars and rolling stock, trucks and other motor vehicles; (6) business, retail and office equipment; and (7) IT equipment and software.

The Selected Bidder and the RFP Author each are liable, jointly and severally, to us for fees calculated under the Transaction Fee Structure whether the relevant transaction is consummated with or without the use of any of our Website services. Once any portion of a Fee Transaction is funded, we must be promptly notified of the funding by providing us copies of the relevant contractual documentation.

In addition, with respect to any Fee Transaction covering technology assets (such as computers, computer peripherals, electronics, semiconductors, software, or telecommunications) (a "Funded Technology Transaction"), the User responsible for the fees on the initial funding will also be liable to us for fees on any transaction that covers any add-ons or upgrades to such technology assets. The Transaction Fee Structure for any such add-on or upgrade transaction shall be the same as the Transaction Fee Structure for the Funded Technology Transaction.

In addition to direct obligations of the RFP Author and the Selected Bidder to us, we are a third party beneficiary of the agreement between the RFP Author and the Selected Bidder for the payment of our fees. No agreement between the RFP Author and the Selected Bidder will negate or otherwise be a substitute for any existing agreement that the RFP Author or the Selected Bidder has directly with us regarding payment of our fees.

6. Information Requests

Users are required to respond promptly and accurately to information requests made by us concerning Fee Transactions.

In order to facilitate management of and reporting on the RFP Author's lease portfolio at the asset level and if requested by the RFP Author, the Selected Bidder agrees to provide to us:

- copies of lease documents (e.g. master lease agreements and schedules with any attachments, exhibits and certificates of acceptance) and asset-level data in a consistent electronic format for all past lease transactions (that are still active) by legal entity between the Selected Bidder and the RFP Author;
- duplicates of all lease invoices for all active lease schedules; and
- the same access to their on-line system as the bidder would provide to the RFP Author so that Ecologic and bidder can reconcile the RFP Author's internal database of lease and asset information with bidder's information.

7. Modifications

From time to time, we may clarify or modify these Terms of Use. We will change the "Last Updated" date at the top of these Terms of Use when we make those changes. If we make any substantive change, we will notify our Users by sending an email to the email address we have for the User and/or posting a notice on our Website and/or requiring that you read and accept the Terms of Use in order to complete the log-in sequence when accessing the Website. Your continued use of the Website after such notice and posting will constitute your acceptance of the Terms of Use, as modified.

8. Termination

We reserve the right to terminate a User's access to and use of the Website at any time for any or no reason.

9. Third-Party Content

We are a distributor (and not a publisher) of content supplied by third parties and Users of the Website. Accordingly, we have no editorial control over such content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information provided by other Users of the Website, are those of the respective author(s) or distributor(s) of that information and not of us. We neither endorse nor are we responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Website by anyone other than our authorized spokespersons while acting in their official capacities. We have the right, but not the obligation, to monitor and review the content on the Marketplace and your usage to determine compliance with these Terms of Use and any other operating rules established by us, to satisfy any law, regulation or authorized government request, or for other purposes. You understand and acknowledge that we do not monitor content for accuracy or reliability.

10. Links

Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other site or location or its contents. **WE SHALL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, OR FOR YOUR USE OF SUCH INFORMATION.**

11. Proprietary Rights

We provide to Users form documentation and documentation services (collectively, "PureDocs"). You acknowledge and agree that PureDocs and the PureDocs library of documents provided by us contain copyrighted material that is protected by applicable intellectual property and other laws. We grant you a personal, non-transferable, non-exclusive, limited right and license to use PureDocs and the PureDocs library of documents for the limited purposes of negotiating and executing Fee Transactions. You shall not (nor allow any third party to) copy, modify, create a derivative work of, sell, assign, rent, lease, loan, sublicense, grant a security interest in or otherwise transfer any right in PureDocs or any document in the

PureDocs library of documents, except for such copies, modifications and derivative works of the PureDocs library of documents as may be necessary in connection with the negotiation and execution of Fee Transactions. Notwithstanding the foregoing, we acknowledge and agree that Fee Transactions may be sold, assigned, subleased, transferred, or otherwise disposed of, in whole or in part.

12. Copyright, Information Ownership and Limitations on Use

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Website, use of or access to the Website other than its intended purpose. You agree not to sell, resell or exploit for any commercial purposes or use for any purposes other than Fee Transactions, any portion of PureDocs, PureDocs documentation or PureDocs services. The Website and PureDocs are provided for each User's internal use only in connection with funding of Fee Transactions. The content of the Website (the "Content"), including text, software, photos, and graphics, is copyrighted by us and/or our licensors under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by us or our licensors. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission. You must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

We do not claim ownership of the Content you submit to the Website. You grant to us a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicenseable right, with respect to the Content you introduce into the Website subject only to restrictions on our use of such Content set forth in our Privacy Policy. We own all statistical and billing data that we create on a non-personally identifiable basis relating to the usage of the Website or the services we provide to any User.

Any documentation of a Transaction or any other transaction information and documentation provided by a Selected Bidder to us ("Information") will be:

- owned jointly by the RFP Author and the Selected Bidder and any such joint owner will have independent and severable rights with respect to that Information; and
- licensed to us for the purpose of provision of services to any User, which license will be perpetual, irrevocable, royalty-free, transferable and sublicenseable.

The foregoing rights and licenses are subject to any pre-existing confidentially obligation, including those obligations contained herein.

The foregoing rights and licenses are in addition to any others granted under any other agreement between a User and us. The grants in this Section 12 will survive the termination of any relationship between a User and us.

13. Trademarks

Certain of the names, logos, and other materials displayed on the Website constitute our or other entities' trademarks, tradenames, service marks or logos ("Marks"). You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

14. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF OUR WEBSITE, INCLUDING WITHOUT LIMITATION, THE MARKETPLACE IS AT YOUR SOLE RISK. THE WEBSITE AND MARKETPLACE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS OR SERVICES OF ANY USER AND MERELY ACT AS A PASSIVE CONDUIT FOR THE DISSEMINATION OF INFORMATION CONCERNING MARKETPLACE TRANSACTIONS AND OTHER WEBSITE SERVICES.

WE MAKE NO WARRANTY THAT OUR WEBSITE INCLUDING THE MARKETPLACE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO OUR WEBSITE INCLUDING THE MARKETPLACE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE INCLUDING THE MARKETPLACE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR WEBSITE INCLUDING THE MARKETPLACE OR THAT DEFECTS IN OUR WEBSITE INCLUDING THE MARKETPLACE WILL BE CORRECTED.

WE ARE NOT ENGAGED IN THE PROVISION OF ANY PROFESSIONAL SERVICES, INCLUDING LEGAL OR ACCOUNTING SERVICES.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OUR WEBSITE INCLUDING THE MARKETPLACE OR ANY TRANSACTIONS ENTERED INTO THROUGH OUR WEBSITE INCLUDING THE MARKETPLACE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, ON OR THROUGH OUR WEBSITE INCLUDING THE MARKETPLACE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

15. Special Provisions for the PureDocs Documentation and the PureDocs Services

WE USE REASONABLE CARE IN DOCUMENTING TRANSACTIONS UTILIZING OUR PUREDOCS LIBRARY OF DOCUMENTS. HOWEVER, ALL PUREDOCS DOCUMENTATION AND THE PUREDOCS SERVICES ARE PROVIDED FOR THE CONVENIENCE OF OUR USERS AS SAMPLES ONLY, TO BE NEGOTIATED BY THE PARTIES IN ACCORDANCE WITH THEIR PARTICULAR CIRCUMSTANCES. NEITHER THE PUREDOCS DOCUMENTATION NOR THE PUREDOCS SERVICES CONSTITUTE (NOR SHOULD THEY BE CONSIDERED) LEGAL ADVICE OR SERVICES TO ANY PARTY, AND THEY ARE PROVIDED WITH THE UNDERSTANDING THAT WE ARE NOT ENGAGED IN RENDERING LEGAL SERVICES. WE DO NOT WARRANT OR GUARANTEE THE LEGAL SUITABILITY, ACCURACY OR COMPLETENESS OF THE PUREDOCS DOCUMENTATION OR THE PUREDOCS SERVICES. ALL PARTIES SHOULD SEEK THE SERVICES OF COMPETENT PROFESSIONAL PERSONNEL IN CONNECTION WITH ANY PROPOSED TRANSACTION.

16. Limitations on Liability

YOU UNDERSTAND THAT, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE

ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF OUR WEBSITE INCLUDING THE MARKETPLACE AND/OR ARISING OUT OF OR IN CONNECTION WITH THE PUREDOCS DOCUMENTATION OR THE PUREDOCS SERVICES (INCLUDING BUT NOT LIMITED TO INADEQUACIES, ERRORS OR OMISSIONS). THE FOREGOING LIMITATIONS ON LIABILITY SHALL BE APPLICABLE WHETHER ANY SUCH LOSS, DAMAGE OR EXPENSE ARISES IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) OR OTHERWISE, NOTWITHSTANDING FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

18. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us, our parents, subsidiaries, affiliates, officers, directors, licensors, co-branders or other partners, employees, consultants and agents from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (1) any false, misleading or inaccurate information you (or anyone using your account) submits, posts or transmits through our Website including the Marketplace, (2) violation by you or anyone using your account of the rights of any other person (other than any infringement claim based solely on our design or development of the Website); (3) your (or anyone using your account's) violation of these Terms of Use or the Privacy Policy, (4) your (or anyone using your account's) violation of any rights of any other person or entity or (5) any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by you into our Website including the Marketplace.

19. Miscellaneous

These Terms of Use constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Website, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. These Terms of Use and the relationship between you and us shall be governed by the laws of the Commonwealth of Virginia as applied to agreements made, entered into and performed entirely in Virginia by Virginia residents, notwithstanding your actual place of residence. All actions arising out of these Terms of Use or out of your use of the Website shall be brought in the federal or state courts located in Fairfax County, Virginia, and you and us hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms of Use or your use of the Website must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. The terms of Sections 5 and 9 through 19, as well as any other limitations on liability explicitly set forth herein, shall survive the expiration or earlier termination of these Terms of Use for any reason. Our (and our licensors') proprietary rights (including any and all intellectual property

rights) in and to the Content, Puredocs and the Website shall survive the expiration or earlier termination of these Terms of Use for any reason.