

Bank and Trade

REFERENCES

BANK REFERENCE

FIRST UNION BANK
1525 West W.T. Harris Blvd.
Charlotte, NC 28288-0803

Phone# 540-563-7363
Fax #..... 540-563-7331
Contact..... Credit Reference Department
Account Name Marlin Leasing Corporation
Checking Account #..... 2014187901980

TRADE REFERENCES

DUN AND BRADSTREET
299 Eaton Avenue
Bethlehem, PA 18025

Phone #..... 610-882-7000
Fax #..... 610-882-6650
Contact Accounts Receivable Department
Duns # 09-089-7695

CORPORATE EXPRESS
7 Boulden Circle
New Castle, DE 19720

Phone #..... 215-365-2171
Fax #..... 215-863-3210
Contact Accounts Receivable Department

For information, call...

877-479-9111



Western Division: 6021 S. Syracuse Way ■ Suite 200 ■ Greenwood Village, CO 80111
phone: 877-479-9111 ■ fax: 877-479-1100 ■ web: www.marlinleasing.com

Marlin Leasing... your business equipment leasing partners.

FAST CASH

WITHIN 24 HOURS

You need **FAST, CONVENIENT** access to your cash after you close a sale. Checks can take up to a week to process and clear your bank.

But with ACH, there is no wait!

Using our *ACH Quick Fund Program*, funds are wired to you through your bank's participating Automated Clearing House. This means... you can have the cash you need *WHEN you need it!*

With Marlin's ACH Quick Fund, you'll:

- Avoid bank hassles
- Get next day availability of funds
- Dodge delays with overnight carriers
- Receive daily notifications on all ACH transactions
- Never wait for an out of state check to clear again

Best of all... *it's FREE, SAFE and EASY TO USE!*

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WHY

MARLIN LEASING

Your business equipment leasing experts

To remain competitive in today's market, you need to stay on the leading edge of technology. From specialized industry equipment, to computer systems, to telephones, we can help you get the equipment you need... when you need it.

WHY LEASE

Because leasing...

- Requires less money up front
- Permits soft cost financing
- Preserves bank credit lines
- Offers flexible payment options
- Allows for easy upgrades and add-ons
- Provides quicker approval with less hassle

WHY MARLIN

Imagine...

- Application approval within 2 hours
- Simple, one-page faxable lease documents
- Programs for newer businesses
- Personalized, one-to-one service
- Creative, customized lease programs
- An on-call resource for your leasing needs

You want to work with leasing professionals that truly understand your business and the unique needs and concerns you face. You want to work with leasing experts who are *creative, responsive, resourceful, proactive, committed* and *available*. You want to work with leasing partners... people who build *relationships*; not business deals. **You want to work with Marlin Leasing.**

When you think leasing, **think Marlin.**

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Did You Lose A Sale Today?



You may have if you did not offer leasing.

In today's competitive market, leasing is critical to the ultimate success of your organization.

WHY LEASE...

- leasing is an effective **alternative** to paying cash
- leasing **preserves working capital**
- leasing **increases sales**
- your **competitors** offer leasing
- **low rates** help you stay competitive

WHY MARLIN...

- we have a staff of **experienced leasing professionals** to help you
- we provide **2-hour credit decisions**
- we offer **incentives**
- we utilize 1-page **faxable documents**
- we provide ongoing **sales support**

Marlin Leasing... it's that simple.

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LEASING PLANS

Equipment
For Your Business Needs

Marlin Leasing Corp. offers four standard lease plans. In addition to these plans, Marlin also offers specialized programs such as seasonal, deferred, and zero down. Customized programs are available too—just call your sales representative for assistance.

☑ **Fair Market Value (True Lease)**

For those worried about obsolescence, this plan offers the most options both during and at the end of the lease term. This plan is particularly beneficial to those wanting a small security deposit and a relatively low monthly payment. At the end of the lease term, the lessee has three options: extend the term of the lease, return the equipment, or buy it at its fair market value. Marlin also offers financing for those wishing to buy the equipment at the end of the lease term. A True Lease allows the most cost to be deferred to the end of the lease when a decision to retain or upgrade the equipment can be made.

☑ **\$1.00 Buyout**

For those who are fairly certain they wish to purchase the equipment at the end of the lease term, this is the recommended plan. Once the lease term expires, the equipment is simply purchased for \$1.00.

☑ **10% Security Deposit**

Because this program offers the lowest monthly payment, it is especially attractive to those who can afford to pay a 10% security deposit of the lease amount. End-of-lease options still apply. The deposit can be applied as the buyout at the end of the lease, the lease can be extended, or the equipment can be returned and the deposit is then refunded.

☑ **10% Purchase Option**

This plan offers the customer a fixed purchase option at the end of the lease term. Upon final payment, the customer can continue to lease the equipment, return the equipment, or buy it at 10% of the original equipment cost.

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leasing

10 easy steps...

How the program works:

1. If your customer doesn't have the resources to pay cash for your equipment, **offer leasing as an alternative!** Have your customer complete a credit application and fax it to us. Or, give us a call and we'll take the information over the telephone.
2. After receiving the credit application, a credit decision is made within 1 to 3 hours. You will be notified by fax with the approval terms for the lease or the reason(s) for decline.
3. Once approved, fax us a complete description of the equipment, price and approximate shipping and installation date.
4. We will prepare the lease agreement and fax it to you or your customer, whichever you prefer.
5. You will collect a security deposit check from the customer made payable to Marlin Leasing.
6. Once you have the security deposit check, make a photocopy of it and fax it to us.
7. Ship equipment to your customer and commence installation. Notify us when the installation is complete. If not already received, we will have your customer fax/overnight the lease agreement with final signatures.
8. Fax us your invoice once you have shipped equipment or prior to completion of installation. To make payment, we require your invoice, a photocopy of the security deposit check, and the signed lease agreement. The invoice should read, "Sold to: Marlin Leasing Corp., 6021 S. Syracuse Way, Suite 200, Greenwood Village, CO 80111" and "Ship to: [Customer Name & Address]."
9. We will then call your customer to verify that installation is complete and that the equipment operates correctly. Once verified, payment to your company will be made.
10. We will either deposit your check directly into your account, or send it to you via overnight delivery.

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Marlin Leasing... your business equipment leasing partners.



*Free Software
for your lease transactions!*

Processing Lease Transactions Has Never Been Easier!

Marlin Leasing continually strives to enhance efficiency and effectiveness of your work day. Well, we've done it again! Our **Captain's Chair** software program improves preparation time of lease documents and reduces errors. It's just what you need to work smarter! And it's **FREE!**

Our state-of-the-art program:

- *installs quickly and easily*
- *calculates monthly payments*
- *offers multiple leasing plan options*
- *lets you fax directly from the program*
- *generates customized lease proposals*
- *produces credit applications*
- *prints the lease document*

If you want to **save time** and **eliminate funding problems**,
you want **Captain's Chair** software!

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EQUIPMENT LEASE CREDIT APPLICATION

INTERNAL USE

App # _____
Sales Rep _____
Vendor Code _____

Marlin Leasing Corp. ■ 6021 S. Syracuse Way, Suite 200 ■ Greenwood Village, CO 80111 ■ phone: 877.479.9111 ■ fax: 877.479.1100

The business equipment you are acquiring can be leased (subject to acceptance by Marlin Leasing) under the following terms:

TOTAL EQUIPMENT COST: \$ _____ Term: _____ mos. Rate Factor Used: _____
Monthly Payment (plus applicable taxes): \$ _____ Purchase Option: _____
Advance Rentals: \$ _____ Security Deposit: \$ _____ Other: _____

EQUIPMENT BEING LEASED (including quantity, make and model) CHECK HERE IF EQUIPMENT IS USED.

LESSEE INFORMATION

Full Legal Business Name: _____
Address: _____
Street City County State Zip
E-Mail: _____ Internet Address: _____
Phone: _____ Fax: _____ Federal Tax ID #: _____ Years in Business: _____
Nature of Business: _____ Years of Ownership: _____
State of Incorporation/Organization: _____ Business Type: Corp. Limited Liability Corp. Partnership Proprietorship

OWNERS, PARTNERS OR GUARANTORS

1) Name: _____ Title: _____ SS#: _____
Home Address: _____ Home Phone: _____
2) Name: _____ Title: _____ SS#: _____
Home Address: _____ Home Phone: _____

BANK INFORMATION

Name of Bank: _____ Bank Officer: _____
Phone #: _____ Deposit/Check Acct. #: _____ Loan Acct. #: _____
Name of Bank: _____ Bank Officer: _____
Phone #: _____ Deposit/Check Acct. #: _____ Loan Acct. #: _____

TRADE REFERENCE

Name of Supplier: _____ Contact: _____
Address: _____ Phone: _____

VENDOR INFORMATION

Name: _____ Contact: _____
Address: _____
Street City County State Zip
Phone: _____ Fax: _____ E-Mail: _____

The person(s) supplying the above information certifies to Marlin Leasing Corp. that it is true and correct. The Owners/Partners/Guarantors recognize that their individual credit histories may be a factor in the evaluation of the lease applicant and, thus, authorize Marlin Leasing or its designee to investigate their personal credit status. This includes obtaining and using their consumer credit reports from time to time in the credit evaluation and collection processes.



EQUIPMENT LEASE CONTRACT FOR LEASES UNDER \$50,000

Leasing Company ("Lessor," "We" or "Us"): Marlin Leasing Corp.

Marlin Leasing Corp. ■ 6021 S. Syracuse Way, Suite 200 ■ Greenwood Village, CO 80111 ■ phone: 877.479.9111 ■ fax: 877.479.1100

LEASING CUSTOMER ("You")

Company Name (Exact business name): _____

Address: _____

Street City County State Zip

Phone: () _____ Fax: () _____ Corp. Limited Liability Corp. Partnership Proprietorship

Equipment Location: _____ State of Incorporation/Organization: _____

Vendor: _____ Address: _____

DESCRIPTION OF LEASED EQUIPMENT (Include make, model and serial number. Attach schedule if necessary.) **MUST BE COMPLETED**

PAYMENT SCHEDULE:		\$	\$	Payment Frequency
Lease Term (Mos.)	Total No. of Payments	Amount of Each Payment (plus applicable taxes)	Security Deposit	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:

TERMS OF LEASE

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (the leasing company) to buy it and then lease it to you. The Lease will not begin until we sign it, and once it starts it will continue for the entire Lease Term stated above. You will unconditionally pay us all amounts due, without any right to reduction or set-off. If we do not receive your payment by its due date, there will be a late fee equal to the greater of \$20.00 or 15% of the late amount (or, if less, the maximum amount allowable under applicable law). We may charge you a partial payment to cover the time between delivery and the due date for the first regular payment. No more than 180 days and no less than 90 days prior to the end of the Lease Term, you shall give us written notice of your intention to either return the equipment to us or purchase the equipment by exercising the purchase option we may have given you. Provided you have given such timely notice, you shall, at your cost, return the equipment to us in good working condition in a manner and to a location designated by us, or remit the purchase option. If you fail to so notify us or, having notified us, you fail to return the equipment within 15 days after the end of the Lease Term, or you fail to remit the purchase option, the Lease shall automatically renew for another 12-month period under the same terms and conditions described herein. You agree to reimburse us for any cost we incur to refurbish returned equipment. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full. To expedite the Lease, you asked us to accept your faxed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease. You agree to allow us to adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon.

2. You alone selected the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for all service. The vendor or manufacturer may have given you warranties. You may contact them to get a statement of those warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, family or household purposes. 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.

3. If you do not pay us as agreed or fail to perform any other term of this Lease, you agree that we may (i) repossess the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due rent and other charges and for all rent due in the future to the end of the Lease Term. You must also pay our legal, collection and other costs and interest on all monies due us. If we do not repossess, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. This Lease will be governed by New Jersey law or the law of the state in which our assignee is located. You agree to be subject to suit in the courts of such state and waive any right to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. If this is later determined not to be a "true lease," you grant us a security interest in the equipment. You give us power of attorney to file UCC financing statements, and we may charge you a fee to cover documentation and other costs. You also agree this is a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies you may have under the UCC, including those in Sections 2A-508 through 2A-522.

4. You must pay us for all sales, use, property and other taxes and administrative charges relating to your use or our ownership of the equipment. Unless we have given you a written option to buy the equipment at the end of the Lease for \$1.00, we will be entitled to all tax benefits (such as depreciation, tax credits, etc.). If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. You will also indemnify us for all claims, suits, liabilities, damages and losses relating to this Lease or the use or ownership of the equipment. This promise will continue even after the Lease has ended. You accept all risks of loss and damage to the equipment. You must keep it insured against all risks of loss in an amount equal to the replacement cost and will have us listed on the policy as the "loss payee." If you do not give us proof of this insurance, we may, at our option, charge you a risk fee or get it insured ourselves and charge you for the cost.

5. Because this Lease is based on your own credit rating, you may not assign (transfer) the Lease or your rights to anyone else. You may not sub-lease or rent the equipment to anyone. We may sell or transfer our interests to another person or company, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new person or company will not be subject to any defenses, claims or set-offs you may assert against us.

ACCEPTANCE OF LEASE AGREEMENT THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING, AND CALL US IF YOU HAVE ANY QUESTIONS.

<input checked="" type="checkbox"/>	Signature of Leasing Customer	Print Name of Signer	Title	Date
<input checked="" type="checkbox"/>	Accepted and Signed by MARLIN LEASING CORP.	Print Name of Signer	Title	Date

PERSONAL GUARANTY

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LEASING COMPANY MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LEASING COMPANY MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LEASING COMPANY OR ITS DESIGNEE TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES. I CONSENT TO SUIT IN NEW JERSEY COURTS (OR THE COURTS OF THE STATE IN WHICH THE LEASING COMPANY'S ASSIGNEE IS LOCATED) AND I WAIVE TRIAL BY JURY.

GUARANTOR #1 (Print Name)	GUARANTOR #2 (Print Name)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Signature (Individually; No Titles)	Signature (Individually; No Titles)
Date	Date

ACCEPTANCE OF DELIVERY

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PERFECTLY. I AUTHORIZE THE LEASING COMPANY TO PAY THE VENDOR AND COMMENCE THE LEASE.

<input checked="" type="checkbox"/>	Authorized Signature	Name and Title (Please Print)	Equipment Delivery Date
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Vendor Profile and Application

Western Division: 6021 South Syracuse Way, Suite 200 ■ Greenwood Village, CO 80111 ■ phone: 877-479-9111 ■ fax: 877-479-1100

INTERNAL USE Marlin Rep.: _____ Dealer Group Code: _____

VENDOR INFORMATION

Full Business Name: _____ Contact: _____

DBA: _____

Address: _____

City/State/Zip: _____

Phone: () _____ Fax: () _____ E-mail: _____

Web Address: _____

Type of Business: Proprietorship Partnership Corporation Year Business Began: _____

Annual Sales Volume: \$ _____ Monthly Lease Volume: \$ _____

CEO/Owner: _____ SS#: _____

Home Address: _____

City/State/Zip: _____

EQUIPMENT INFORMATION

Types of Equipment Sold: _____

Average Equipment Cost: \$ _____ Target Market: _____

REFERENCES

Equipment Supplier: _____ Contact: _____

Phone: () _____ Account #: _____

Equipment Supplier: _____ Contact: _____

Phone: () _____ Account #: _____

ACH QUICK FUND/BANKING INFORMATION

Note: Please attach a voided check to application.

Marlin Leasing gives you fast access to your cash through our ACH Quick Fund Program. Your funds will be wired to you through your bank's participating Automated Clearing House system. A notice will be faxed to you with the transaction information and amount.

Bank Name: _____ Contact: _____

Account Name: _____ Account #: _____

Bank ABA Number: _____ Phone: () _____

OTHER INFORMATION

Are you using Marlin Leasing's *Captain's Chair* lease transaction software? Yes No

Are you using MARLINnet, our Online Lease Transaction Processing Center? Yes No

How many sales reps to you have? _____

Are there branch offices? Yes No How many? _____

AUTHORIZATION

The person(s) supplying the above information certifies to Marlin Leasing Corp. that it is true and correct. The Officers/Owners recognize that their individual credit histories may be a factor in the evaluation of the applicant and, thus, authorize Marlin Leasing or its designee to investigate their personal credit status. This includes obtaining and using their consumer credit reports from time to time in the evaluation process.

Print Name of Corporate Officer

Signature of Corporate Officer

Date