

SmartLED
on behalf of
Husk Capital LLC.
EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the “Lease”) is made and effective as of _____ (the “Effective Date”) by and between Husk Capital LLC, (the “Lessor”) and _____, (the “Lessee”). The Lessor and the Lessee may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Lessor is the [sole] owner of that certain equipment described more particularly in Exhibit A hereto and made a part hereof by reference (the “Equipment”); and

WHEREAS, the Lessee wishes to lease the Equipment from the Lessor in accordance with the terms and conditions of the Lease; and

WHEREAS, the Lessor wants to lease the Equipment to the Lessee in accordance with the terms and conditions of the Lease; and

WHEREAS, each Party is duly authorized and capable of entering into this Lease;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. LEASE OF EQUIPMENT.

Effective as of the Effective Date, the Lessor agrees to lease and deliver to the Lessee, and the Lessee agrees to lease and accept delivery from the Lessor, all of its right and interest in and to the Equipment. From time to time, the Lessee may lease additional items of equipment from the Lessor pursuant to this Lease by attaching an Exhibit B hereto. This exhibit shall list such additional items of equipment, and shall be initialed or signed by both Parties. Thereafter such equipment shall be subject to the terms of this Lease and considered “Equipment” for all purposes hereunder.

2. TERM.

The rental term (the “Term”) shall be for a period of 60 months, commencing on the later of the following: (a) the Effective Date; or (b) the date the Lessee receives the

Equipment, as acknowledged in writing by the Lessee to the Lessor, a copy of which acknowledgment shall be attached hereto as Exhibit C. At the end of the Term, Lessee shall, at its election, sign a new Lease with the Lessor [or] surrender the Equipment to the Lessor, or purchase the Equipment as provided in Section 22 hereto. In the event where Lessee exercises its rights in Section 7(d), Lessor will deem those executed actions as a release of the Term section of this agreement.

3. RENTAL PAYMENTS.

As consideration for the Lease, the Lessee agrees to pay to the Lessor the amount of (\$xxx.xx) each month (the "Rent"), starting on the Effective Date. The Lessee shall pay the Rent on the first day of each succeeding month thereafter. Payment of the Rent does not give the Lessee any equity interest in the Equipment. All Rent shall be paid to Lessor at the address set forth in Section 24 below or at such other address that the Lessor may hereafter specify in writing.

4. DOWN PAYMENT

Before taking possession of the Equipment, the Lessee shall pay a down payment to the Lessor in the amount of , (\$xxxx.xx), which shall not be returned to the Lessee at the end of the Term.

5. OWNERSHIP.

Except for Lessee's rights of use under this Lease, the Equipment is and shall at all times be and remain the exclusive personal property of the Lessor, even if installed in or attached to real property by the Lessee. The Lessee shall have no right, title, or interest in or to the Equipment except as expressly set forth in this Lease.

6. CARE, USE, AND MAINTENANCE OF EQUIPMENT.

- (a) The Lessee shall keep the Equipment in good condition and notify Lessor of all necessary repairs and replacements at Lessors own cost and expense.
- (b) The Lessee agrees that the Equipment will be operated by competent employees and used solely in the conduct of its business.
- (c) The Lessee and its employees shall use the Equipment carefully and properly, and in compliance with all federal, state, and local laws.
- (d) Lessee agrees to keep and use the Equipment only at the Lessee's principal place of business, in the ordinary course of its business. The Lessee agrees not to remove the Equipment from this location without the

Lessor's prior written consent.

- (e) Lessee shall not make any alterations or additions to the Equipment without the Lessor's prior written consent.
- (f) The Lessee shall notify the Lessor promptly of any loss, theft, or destruction of all or any part of the Equipment, or of any damage beyond repair to the Equipment, and shall make the Equipment or any wreckage available for disposal.
- (g) The Lessee shall not assign, sublease, or transfer the Equipment without the Lessor's prior written consent.

7. LESSOR'S REPRESENTATIONS AND WARRANTIES.

The Lessor hereby represents and warrants to the Lessee as follows:

- (a) THE LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES NOT EXPLICITLY DETAILED IN THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE DESIGN OR CONDITION OF THE EQUIPMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- (b) During the Term and subject to the terms and provisions hereof, the Lessor shall not interrupt the Lessee's possession and use of the Equipment if the Lessee performs and observes all the conditions set forth herein.**
- (c) The Lessor assigns to the Lessee any assignable warranty, whether express or implied, affecting the Equipment.**
- (d) Husk Capital LLC. provides a 100% satisfaction guarantee on the lease of the electronic message center.**
 - 1. Lessor's signed Certificate of Guarantee included in Exhibit D provides Lessee the rights to return Equipment and to stop making forward monthly payments.
 - 2. If Lessee elects to return Equipment, any monies already paid to Husk Capital LLC and or their Agents at time of return, will not be refunded.
 - 3. Lessor provides the Lessee the rights to pay-off the term of this Equipment Lease Agreement without any penalties, additional fees or

future encumbrances.

8. LESSEE'S REPRESENTATIONS AND WARRANTIES.

The Lessee hereby represents and warrants to the Lessor as follows:

- (a) The Equipment is in good condition and of a type, size, design, and capacity selected solely by the Lessee, and each item of Equipment is being leased for use in the conduct of the Lessee's business.
- (b) If, after the Effective Date, the Equipment does not operate properly, or is unsatisfactory for any reason, the Lessee shall make any claim on account thereof against the manufacturer, seller, or installer of the Equipment, and shall not assert any such claim against the Lessor.
- (c) The Lessee shall bear all expenses incurred or related to any claims made or actions taken on any assigned warranty. Any cash or cash equivalent recovered under any such warranty shall be made payable to the Lessor and, in the Lessor's sole discretion, shall be used to repair or replace the Equipment.
- (d) The Lessee shall pay Rent to the Lessor even if the Equipment's supplier or manufacturer breaches any warranty or representation.
- (e) All documents delivered by the Lessee in connection with this Lease have been duly authorized by all necessary action on the part of the Lessee.
- (f) The execution, delivery, and performance of this Lease do not violate any law or governmental rule, regulation, or order applicable to the Lessee.

9. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS.

If the Lessee fails to pay taxes on, maintain insurance on, or repair the Equipment, to pay fees, charges, or assessments, or to discharge any other obligations under this Lease, the Lessor shall have the right, but not the obligation, to make such payments or perform such acts that the Lessor deems necessary. This includes, but is not limited to, payment of such amounts as necessary to retain such insurance, to repair or maintain the Equipment, or to satisfy such fees, assessments, charges, and taxes. The Lessee shall reimburse the Lessor for all such amounts paid or incurred by the Lessor on the next due date for Rent. The Lessee shall pay interest on such amounts to the Lessor pursuant to Section 15 hereof, which interest shall begin accruing on the date of the Lessor's payment, and shall pay any reasonable attorneys' fees incurred by the Lessor in connection with its actions performed pursuant to this Section 9.

10. INSURANCE.

During the Term, the Lessee shall procure and continuously maintain and pay for insurance in such form and with such company satisfactory to the Lessor. At a minimum, the insurance must include:

- (a) Risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming the Lessor as loss payee; and
- (b) Combined public liability and property damage insurance, with limits approved by the Lessor, naming the Lessor as an additionally named insured and a loss payee at a rate no less than One Million Dollars (\$1,000,000.00).

This insurance shall provide primary coverage for the protection of the Parties without regard to any other coverage carried by either Party protecting against similar risks. The Lessee shall provide the Lessor with an original policy or certificate evidencing the insurance. The Lessee hereby appoints the Lessor as the Lessee's attorney in fact, with power and authority to do all things, including but not limited to, making claims, receiving payments, and endorsing documents, checks, or drafts necessary or advisable to secure payments due under any policy of insurance required under this Lease. The Lessee shall provide at least thirty (30) days' advance written notice to the Lessor about any cancellation, change, or modification of the insurance coverage.

11. TAXES AND FEES.

During the Term, the Lessee shall pay all applicable taxes, assessments, and license and registration fees on the Equipment. The Lessee shall, on request, provide the Lessor with proof of such payments and copies of any tax returns and reports filed or prepared concerning the Equipment.

12. LIABILITY FOR LOSS AND DAMAGE.

If the Equipment is damaged, the Lessee shall immediately repair the Equipment to a state of good working order. If the Equipment is lost, stolen, destroyed, or damaged beyond repair, the Lessee shall, at the Lessor's option:

- (a) replace the Equipment with like equipment in good working order; or
- (b) pay the Lessor in cash at Lessor's discretion all amounts owed by the Lessee to the Lessor under this Lease on the date of such loss, theft, destruction, or damage

On receipt of any such payment, the Lessor shall assign to the Lessee whatever interest the Lessor has in such item of the Equipment, without warranty, express or implied. For purposes of calculating amounts under Section 12(b)(2), the actual cost of an item shall be its fair market value on the date of its loss, theft, destruction, or damage.

13. DEFAULT.

The occurrence of any of the following events (each an “Event of Default”) shall constitute a default of this Lease:

- (a) The failure to make a required payment under this Lease as and when due, including but not limited to Rent, interest charges, sums due as an indemnity, excess item expenses, or other charges;
- (b) The breach or violation by the Lessee of any term, covenant, promise, agreement, representation, or warranty of this Lease;
- (c) The insolvency or bankruptcy of the Lessee;
- (d) Any default, breach, or violation of or under any debenture, bond, or evidence of indebtedness of the Lessee; or
- (e) Subjection of any of the Lessee’s property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

14. RIGHTS OF LESSOR ON DEFAULT.

On the occurrence of any Event of Default under Section 13, the Lessor shall have the right, without notice or demand, to terminate this Lease and take possession of the Equipment, in addition to any other rights afforded to the Lessor by law. The Lessee shall not be released from paying damages sustained by the Lessor on such termination. If on any termination of this Lease the Lessee fails or refuses to deliver the Equipment to the Lessor, the Lessor shall have the right to enter the Lessee’s premises and retake possession of the Equipment without legal process. The Lessee releases any claim or right of action for trespass or damages caused by the Lessor’s entry and repossession. The Lessee expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession. The Lessee shall pay all expenses, including attorneys’ fees, the Lessor incurs to enforce this Lease. All of the Lessor’s remedies are cumulative and may be exercised concurrently or separately. The Lessor shall be obligated to release the Equipment or otherwise mitigate the damages arising out of or otherwise related to the Event of Default.

15. INTEREST.

If the Lessee fails to pay when due, or any other charges or amounts payable by the Lessee to the Lessor hereunder, a Fifty Dollar (\$50.00) late penalty shall be due and owing with rent if not paid by the fifth (5th) of each month and, the Lessee shall be charged interest on such unpaid sums at the rate of 1.5% per month. Interest shall be

calculated from the due date of such amount to the actual payment date.

16. INDEMNITY.

The Lessee shall indemnify the Lessor against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by the Lessor in any way connected to the Lessee's use or possession of the Equipment during the Term.

17. RETURN OF EQUIPMENT.

At the end of the Term, unless the Lessee opts to renew the Lease, the Lessee shall be obligated to return the Equipment to the Lessor at the Lessee's expense, or purchase for \$1 at the end of the lease.

18. LESSOR'S RIGHT OF INSPECTION.

The Lessor shall have the right, on prior notice to the Lessee, to inspect the Equipment during the Lessee's normal business hours.

19. SUCCESSORS AND ASSIGNS.

All references in this Lease to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

20. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Lease, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Lease shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

21. OPTION TO RENEW OR UPGRADE.

If the Lessee is not in default at the end of this Term, the Lessee shall have the option to renew or upgrade the Lease for a similar term on such terms and conditions as the Parties may agree at the time of such renewal.

22. OPTION TO PURCHASE.

- (a) If the Lessee does not violate any terms and conditions of this Lease, the Lessee shall, at the end of the Term, have the option to purchase the

Equipment at a price (the "Purchase Price") equal to its fair market value as defined in subsection 22(b). The Lessee shall exercise this option by giving notice in writing to the Lessor at least 30 days before the end of the Term or buy out balance of lease at the rate of One Dollar (\$1.00).

- (b) The fair market value of the Equipment on the last day of the Term as determined by mutual agreement between the Parties, shall be One Dollar (\$1.00) at end of the lease.
- (c) The Lessee shall pay the Purchase Price to the Lessor within 30 days after the end of the Term.

23. ADDITIONAL DOCUMENTS.

If the Lessor so requests, the Lessee shall execute and deliver to the Lessor such documents as the Lessor deems necessary or desirable for purposes of recording or filing to protect the interest of the Lessor in the Equipment including, but not limited to, a UCC financing statement.

24. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Lessor:
Husk Capital, LLC
1115 Indy Court
Evansville, IN 47725

If to the Lessee:

Attn:

Louisville, KY 40245

Equipment to be located at:

Louisville, KY 40245

25. GOVERNING LAW.

This Lease shall be governed by the laws of the state of Indiana. In the event that

litigation results from or arises out of this Lease or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

26. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Lease, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

27. SEVERABILITY.

Whenever possible, each provision of this Lease, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Lease will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

28. ENTIRE LEASE.

This Lease, together with Exhibit A and any and all other subsequently added schedules and exhibits, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties.

29. HEADINGS.

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

LESSOR

HUSK CAPITAL, LLC

By: _____
Name: Kip Husk
Title: President

**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

State of _____

County of _____

On this ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared before me Kip Husk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Member of Husk Capital, LLC and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

LESSEE

By: _____
Name: _____
Title: _____

**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared before me _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the _____ of _____ and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

Exhibit A

Equipment/Sign

Rendering

Exhibit B

No additional equipment added at this time

EXHIBIT C

Delivery and Acceptance

Lessee Name:

Lessee Address:

Address of Equipment:

Equipment Description (Manufacturer, Model, Serial Number):

The undersigned, being duly authorized, hereby:

(1) Certifies that all the above-referenced Equipment has been delivered and inspected, is in good working order and has been installed to the satisfaction of Lessee;

(2) Unconditionally accepts the Equipment for all purposes of the Lease;

(3) Acknowledges that under the terms of the Lease, it is required to maintain insurance covering the equipment and to provide proof of such insurance by sending Husk Capital LLC a certificate of insurance from its insurance company;

(4) Confirms that all terms in the Lease Agreement dated _____ were filled in and that such Lease was duly executed and delivered by a person authorized to do so in the name of, and on behalf of, the Lessee.

(5) Confirms that the Lease is for a term of 60 months with a monthly payment of \$ _____, Collected by direct debit.

(6) Confirms receipt of a lease copy.

(7)

Date

Lessee Signature

Exhibit D

CERTIFICATE of GUARANTEE

THIS ACKNOWLEDGES THAT

IS 100% VESTED & PARTICIPATING IN

Husk Capital LLC EQUIPMENT LEASE AGREEMENT GUARANTEE
AS OUTLINED IN SECTION (7) OF ABOVE AGREEMENT



Authorized Officer

EXHIBIT D

