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 Irvine, CA 92614
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NAME OF COMPANY:		PARENT COMPANY:	
BUSINESS ADDRESS:		TELEPHONE:	FACSIMILE:
EQUIPMENT LOCATION:		FEDERAL TAX ID #:	
COMPANY PROFILE: <input type="radio"/> SOLE PROPRIETOR <input type="radio"/> CORPORATION <input type="radio"/> PARTNERSHIP <input type="radio"/> LLC		DATE STARTED:	DUNN & BRADSTREET #:
INDUSTRY:	EMAIL ADDRESS:	CONTACT & TITLE:	

	PRINCIPAL OR GUARANTOR 1	PRINCIPAL OR GUARANTOR 2	PRINCIPAL OR GUARANTOR 3
NAME & TITLE			
STREET ADDRESS			
CITY, STATE, ZIP			
TELEPHONE			
SOCIAL SECURITY#			
OWNERSHIP %			

COMPANY BANK INFORMATION	ACCOUNT#	TELEPHONE	FAX	CONTACT
1				
2				
3				
TRADE REF(COMPANY)				
1				
2				
3				
4				
OTHER EQUIPMENT LEASE	ACCOUNT#	TELEPHONE	FAX	AMOUNT
1				
2				

EQUIPMENT VENDOR:		EQUIPMENT DESCRIPTION:		
TERM: <input type="radio"/> 24MO. <input type="radio"/> 36MO. <input type="radio"/> 48MO. <input type="radio"/> 60MO.		RESIDUAL: <input type="radio"/> 1\$ <input type="radio"/> 10%	DESIRED PMT:	WEB ADDRESS:
CONTACT:	TELEPHONE:	NEW:	USED:	COST:

Business Applicant and Principals set forth above (collectively "Applicants") hereby submit this Application to Empire Capital, ("ECL"), ("Firm"), and in signing below, irrevocably state and certify under penalty of perjury under the laws of the States of California, Nevada and Florida, that: (a) Applicants, prior to submission of this Application, have reviewed and read this Application in its entirety; (b) this application is subject to the General Provisions set forth on page 2 hereof; (c) all statements about Applicants contained in this application are true and correct; (d) Firm and/or its assignee (s) are authorized to obtain and review any and all of Applicant's personal an/or business, financial and credit information, and to obtain the same from a credit, information or other reporting source whatsoever, including obtaining such information for this initial Application as well as any subsequent update, or any renewal or extension of the initial application of credit or additional credit approved pursuant to this Application, as well as for reviewing or collecting any amounts due in connection with this Application and any transaction(s) arising as a result of this Application; and (e) any photo static or facsimile copy of this signed Application shall be valid as an original and may be used as an original for all purposes whatsoever without limitation. In witness whereof, Applicants hereby sign and execute this Application and initial each page in the spaces provided. The undersigned hereby authorizes all banking/financial institutions, trade references and credit bureaus (business & personal) to release credit information to Empire Capital Leasing, legal representatives, and/or its assignees for consideration of requested lease application.

	AUTHORIZED SIGNATURE	TITLE	DATE
PRINCIPAL OR GUARANTOR 1			
PRINCIPAL OR GUARANTOR 2			
PRINCIPAL OR GUARANTOR 3			

APPLICATION

GENERAL PROVISIONS EMPIRE CAPITAL LEASING, INC.

1) Application; Applicant Information; Processing The General Provisions of this Application shall apply to this Application and to any subsequent documents or agreements arising out of or in connection with this Application, all of such document being incorporated herein and made a part hereof as if set forth herein, and this Application being incorporated into each such document as if full set forth therein. The Business Applicant and such Business Applicant's Principal(s) specified on Page 1 hereof, all collectively referred to herein as "Applicants", jointly and severally have signed and submitted this Application (the "Application"), or have caused this Application to be signed and submitted to Firm, seeking Firm's approval for the transaction(s) applied for by Applicants herein. Applicants, in submitting this Application, irrevocably represent and warrant that Applicants shall timely furnish Firm and/or Firm's sources and/or assigns, with such collateral, assurances, guaranty's and additional financial and other information as Firm shall request or require from time to time in order for Firm to complete the underwriting of the transaction(s) applied for herein, all of which shall become a part hereof and all information previously submitted, or to be submitted, shall be collectively referred to herein as the "Information". Applicants irrevocably warrant, represent and certify, under penalty of perjury under the laws of the States of Florida, Nevada and California, that all Information provided, or to be provided, in connection with the Application and the transaction(s) applied for herein is and shall be, complete, accurate and true in all respects; that no material information concerning any Applicant has been omitted; that all material information concerning Applicants has been fully and completely disclosed to Firm; that Applicants will maintain the financial status set forth in this Application as Applicants' minimum financial status until such time as the transactions contemplated herein are completed and fully performed; and that Applicants will fully perform the terms set forth herein and will complete the transaction(s) applied for herein absolutely. Upon Firm's receipt of the Application, Firm will process and evaluate the transaction(s) requested by Applicants, in good faith reliance upon the Application and Information. If Applicants are accepted and the Application is approved, a written approval will be issued to Applicants ("Approval") together with a written Lease Proposal which will set forth the terms and conditions of the transaction(s) offered to Applicants (the "Lease Proposal").

2) Taxes; Insurance; Costs; Net Transaction. Sales tax and any other applicable taxes required by law the costs of any insurance required in connection with the transaction(s) applied for herein, and any other costs incurred by Firm pursuant to this Application and the transaction(s) applied for herein, will be additional costs of the transaction(s) contemplated herein (collectively, the "Taxes, Insurance & Costs"). The transaction(s) contemplated herein will be net transaction(s) whereby all items of Taxes, Insurance & Costs will be the sole responsibility of Applicants for separated and immediate payment when due.

3) Jurisdiction; Prevailing Law; Controversies. Applicants irrevocably agree, that although this Application and any subsequent documents related hereto or arising in connection herewith may be signed, executed, and performed in various jurisdictions and venues, unless otherwise elected by Firm, in Firm's sole and absolute discretion from time to time: all such documents are irrevocably intended and agreed by Applicants and Firm to be signed, executed and performed in Dade County, Florida, or Riverside County California, in the manner as if Applicants and Firm were residents of said jurisdiction with Applicants' address at Firm's office address in said city and state; any controversy or dispute arising hereunder, or in connection herewith, shall be irrevocably deemed to have legal jurisdiction and venue in the Superior Court thereof, and interpreted under the laws of the State of Florida and California; service of process upon Applicants may be made by serving any legal process upon Applicant(s), at Firm's address in said city and state; Applicants shall indemnify and hold Firm and Firm's affiliates, officers, directors, employees, trustees, representatives, principals designees or sources (collectively, the "Indemnified Persons"), forever free and harmless from, and shall immediately reimburse the Indemnified Persons upon written demand for any and all expenses and costs incurred or to be incurred in connection therewith, including but not limited to, attorneys' fees.

4) Miscellaneous. The headings contained herein are for convenience only and form no part of this Agreement. Any provision found to be invalid or unenforceable under any statute by any court of competent jurisdiction may and shall be deemed severed from this Agreement without affecting the validity and enforceability of the remainder of this Agreement. As inducement for Firm to process this Application and to issue any Approval or Lease Proposal or other agreements or documents in connection with this Application, Applicants in signing this Application, irrevocably warrant, covenant and agree that: the provisions of this Application shall control and override any provision in any document resulting from this Application which may be contrary to a provision hereof; firm and its management and staff have, and will continue to have, conflicts of interest arising from the Firm's representation of other clients, sources and transaction similar or identical to those contemplated herein, and Applicants acknowledge of such conflicts of interest exist and will hold Firm and its staff and management forever free and harmless from any claims for conflicts of interest; all conversations or meetings with Applicants may be monitored and recorded by Firm and/or representatives of Firm; any payment due hereunder which is either returned by Applicant's bank or credit card unpaid or is not paid by Applicants when due, shall irrevocably entitle Firm to immediate payment of the amount of said payment plus any costs incurred, together with an additional amount equal to twice the amount of the payment and costs as liquidated damages therefore, for each month or portion thereof that such payment remains unpaid; This Agreement is a business contract between Firm and Applicants as a going business, and is not and shall not be claimed or deemed to be, a consumer contract subject to the consumer statutes of any legal jurisdiction; completion of the transactions contemplated herein is subject to Firm's approval of vendor providing equipment herein, if any, and any such vendor executing Firm's purchase agreement for such equipment;

Business Applicant is validly existing and in good standing under the laws of the state(s) in which it does business and has all required permits and licenses for its business and no Applicant has a pending or previously filed bankruptcy; none of any Applicant's assets are encumbered other than as specifically disclosed to Firm in writing with this Application; each Applicant has good credit and all existing and past credit obligations of each Applicant have been paid in a timely manner without any late pays; no Applicant has any negative or derogatory credit of an kind whatsoever; each individual Applicant has a fico or equivalent type of credit score of seven hundred twenty five or greater and the Business Applicant has a Dunn and Bradstreet paydex score of seventy five or better; Applicants are financially solvent with net after tax income monthly, as determined by generally accepted auditing principles, in an amount not less than four times the amount of the monthly payments estimated to be due on the financing applied for herein; Applicants have total assets in an amount not less than three times the amount of total liabilities; Applicants have current assets in an amount not less than four times the amount of current liabilities; Applicants grant Firm and its assignee(s) a senior lien upon all of Applicants assets in an amount equal to the total of all amounts payable under any transactions(s) arising from or in connection with this Application and an accepted Lease Proposal. Applicants will, as directed by Firm in Firm's sole and absolute discretion, undertake, or have other persons acceptable to Firm undertake, pay and keep in force during the term of and until all payments due under the transaction(s) contemplated herein have been paid in full, through an agency designated by Firm final documents for the transaction(s) contemplated herein will be subject to and will reflect a margin for Firm equal to and no less than two hundred basis points on the total amount payable in connection with the transaction(s) contemplated herein; Firm is authorized to cause checks and/or electronic debits and/or credit card debits to be created against Applicants accounts for payment of amounts set forth herein and to have such amounts deposited in and account determined by Firm; if equipment lease transaction(s) are contemplated herein, the equipment shall have and independent fair market appraised value of not less than twice the equipment cost and the lease shall be a true-lease transaction on a true-lease agreement with an end of term buyout option equal to the greater of fair market value or ten percent of the total capitalized value of the transaction(s); Firm shall have up to ninety business days from receipt of all signed documents required by Firm, together with any information requested from Applicants, to complete the underwriting and closing of the transaction(s) contemplated herein (the "Completion"); such Completion shall be subject to Firm's independent verification of Applicants information and statements submitted to Firm, together with such other information deemed necessary by Firm and/or Firm's assignees in connection with applicants and the transaction(s) contemplated herein; neither this Agreement nor any other documents arising in connection herewith, shall not be claimed to be, and may not be deemed to be an instrument, contract or agreement of adhesion by Applicants or by any court or administrative body of competent jurisdiction; the financing amount set forth by Applicants in this Application shall be net proceeds of any approved financing after deduction of all costs and expenses incurred in connection with such financing, and the Firm margin set forth herein; this Agreement is personal to Applicants and may not be assigned by Applicants without prior written consent of Firm; Applicants have had adequate time to review the provisions hereof in detail and have reviewed the provisions hereof with Applicants' professional advisors prior to signing this Application; Applicants accept and forever waive any objection to the font point sizes contained herein or in any instrument or agreement arising out of or in connection with this Application; any amendment or modification of this instrument and/or its terms, must be in writing and signed by both parties; no purported oral modification of any provision of this Agreement is valid or of any legal effect; Firm's delay or failure to enforce any provision hereof or in any agreement arising out of or in connection with this Application, shall not constitute or be deemed to constitute a waiver or continuing waiver of such provision; the Initial Period as that term is used herein is a period of thirty-six months from the date that the document or instrument referred to is effective; no person not a party to this instrument shall have any third party beneficiary claim or other right hereunder or with respect hereto; in the event that Applicants' fail to perform or do any act, or fail to refrain from doing any act required by Firm in connection herewith for a period of five days after the date the same is required to be done or refrained from being done, including but not limited to payment of any amounts set forth herein, or in the event any Applicant violates, breaches or attempts to violate or breach any of the provisions of this Agreement or the Lease Proposal, or engages in any actual or attempted misrepresentation and/or fraud in connection herewith, Applicants will prevent Firm from completing the transactions contemplated herein and Firm may, in its sole and absolute discretion: declare Applicants to be in default under this Agreement or any provision hereof, and/or declare this Agreement, or any particular service to be provided hereunder to be terminated without notice, whereupon Firm shall thereafter have no further obligation or liability of any nature whatsoever to Applicants, financial or otherwise, with respect to any such termination, and any products, services or solutions being provided in connection therewith may be terminated by Firm without liability or obligation of any nature whatsoever; any notices, instruments or documents required to be given herein may be sent delivered by personal delivery for pickup at Firm's office set forth on Page 1, and/or email and/or facsimile transmission and/or Certified Mail-Return Receipt Requested, and/or overnight delivery service, and shall be deemed delivered on the date the same is delivered or sent by email or facsimile, and on the next day after deposit with an overnight delivery service, and on the fifth day after deposit in the U.S. mail.

5) Entire Agreement Applicants irrevocably represent, warrant and covenant: that this instrument represents the entire understanding and agreement between Applicants and Firm with respect to its subject matter; that all prior discussions, promises, representations and statements with regard to the subject matter hereof, if any, have been merged herein in writing in their entirety; and that any purported oral statements, representations or promises not included in writing herein, form no part of this Agreement, are of no legal effect whatsoever, and may not be considered or introduced as evidence or otherwise in any controversy, action or proceeding arising out of, related to, or arising in connection with this Agreement or the transitions contemplated herein.