

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:

LAVIE CARE CENTERS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-55507 (PMB)

(Jointly Administered)

Related to Docket Nos. 177, 274, 356

**OBJECTION OF LEAF CAPITAL FUNDING, LLC TO THE DEBTORS’ NOTICE OF REVISED LIST OF POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND RELATED CURE COSTS**

LEAF Capital Funding, LLC (“LEAF”), by and through the undersigned counsel, hereby files this objection (the “Objection”) to the *Notice of Revised List of Potentially Assumed Executory Contracts and Unexpired Leases and Related Cure Costs* [Dkt. No. 356] (the “Revised Cure Notice”), and in support thereof, respectfully states as follows:

**BACKGROUND**

1. On June 2, 2024 and June 3, 2024, each of the two hundred and eighty-two (282) Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Court”).

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.



2. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

3. On June 10, 2024, the Debtors filed their *Motion for Entry of an Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines With Respect Thereto, (III) Approving Form and Manner of Notice Thereof; (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Authorizing the Sale of Assets* (the “Sale Procedures Motion”) [Docket No. 104] seeking this Court’s approval of procedures (the “Sale Procedures”) governing the sale of substantially all or a portion of the Debtors’ assets (the “Sale”) to a to-be determined purchaser (the “Purchaser”).

4. On June 27, 2024, this Court entered the *Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Authorizing the Sale of Assets* (the “Bidding Procedures Order”) [Docket No. 177] and approved the Sale Procedures, including procedures for the assumption and assignment of certain of the Debtors’ executory contracts as part of the Sale.

5. Pursuant to the Procedures Order, the Debtors filed the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* (the “Cure Notice”) [Docket No. 274].

6. On August 28, 2024, the Debtors filed the Revised Cure Notice. On page 177, row 3284, the Revised Cure Notice lists an agreement between Cary HealthCare, LLC and a “Atlanta

Office Technologies” (the “Proposed Assumption Agreement”) with a proposed cure settlement amount of “-”. Revised Cure Notice, at p. 177.

7. The deadline for filing an objection to the Revised Cure Notice and/or any cure amounts listed therein is September 5, 2024 by 4:00 p.m. EST. *See* Bidding Procedures Order.

### **DISCUSSION**

8. Pursuant to section 365(a) of the Bankruptcy Code, a debtor may, subject to court approval, assume and assign an executory contract. *See* 11. U.S.C. §365(a)<sup>2</sup>; *In re Rickel Home Centers, Inc.*, 209 F.3d 291, 298 (3d Cir. 2000) (“Section 365 enables the trustee to maximize the value of the debtor's estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not.”); 11 U.S.C. § 1107(a) (granting a chapter 11 debtor-in-possession all the rights and powers of a trustee).

9. Section 365(b)(1) of the Bankruptcy Code states, in relevant part:

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a penalty rate or penalty provision) relating to a default arising from any failure to perform nonmonetary obligations under an unexpired lease of real property, if it is impossible for the trustee to cure such default by performing nonmonetary acts at and after the time of assumption, except that if such default arises from a failure to operate in accordance with a nonresidential real property lease, then such default shall be cured by performance at and after the time of assumption in accordance with such lease, and pecuniary losses resulting from such default shall be compensated in accordance with the provisions of this paragraph;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

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<sup>2</sup> Section 365(a) states: “[e]xcept as provided in sections 765 and 766 of this title and in subsections (b), (c), and (d) of this section, the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11. U.S.C. §365(a).

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1)(A)-(C); *see also Cinicola v. Scharffenberger*, 248 F.3d 110, 119 (3d Cir. 2001) (stating that before an executory contract and/or lease may be assigned, the trustee first must assume the contract, cure any defaults, and provide adequate assurance of future performance).

10. Accordingly, if a debtor wishes to assume and assign a contract or lease, as a condition to such assumption/assignment, the debtor must first cure any default owing thereunder, plus any unpaid post-petition charges incurred thereunder through the effective date of assumption, including attorney fees if authorized by the agreement. *See In re Crown Books Corp.*, 269 B.R. 12, 15 (Bankr. D. Del. 2001) (stating that section 365 allows for the recovery of attorney fees “if based upon the existence of a separate agreement between the parties”); *In re F & N Acquisition Corp.*, 152 B.R. 304, 308 (Bankr. W.D. Wash. 1993) (collecting cases).

11. Between August to November of 2021, two of the Debtors executed lease agreements for water purification units (the “Water Purification Unit Leases”) with Plexar Corporation d/b/a Pure Water Resources (“Plexar”). In addition, between January to May of 2024, twenty-three (23) of the Debtors executed lease agreements for printers/copiers (the “Printer/Copier Leases,” and together with the Water Purification Unit Leases, the “LEAF Leases”) with Atlanta Office Technologies, Inc. (“AOT”). The LEAF Leases provides for payment of attorney fees. *See Water Purification Unit Leases*, at ¶ 13; *Printer/Copier Leases*, at ¶ 11.

12. Pursuant to master purchase agreements, all twenty-five (25) of the LEAF Leases were all assigned to LEAF. True and accurate copies of the master purchase agreements are attached here as Exhibit A and are attached to LEAF’s filed proofs of claims. A summary of the LEAF Leases is provided in the table below:

Water Purification Unit Leases

<u>Debtor</u>	<u>Agreement Date</u>	<u>Petition Dates Default</u>	<u>Petition Dates Balance</u>
Envoy of Woodbridge, LLC	8/10/2021	\$0.00	\$6,190.20
Woodstock Facility Operations, LLC	11/15/2022	\$96.52	\$3,244.97

Printer/Copier Leases

<u>Debtor</u>	<u>Agreement Date</u>	<u>Petition Dates Default</u>	<u>Petition Dates Balance</u>
Cardinal North Carolina Healthcare, LLC	3/25/2024	\$1,611.01	\$70,928.45
Cary Healthcare, LLC	3/26/2024	\$1,611.67	\$70,917.76
Forrest Oakes HealthCare, LLC	4/18/2024	\$1,569.90	\$71,891.74
Grayson Facility Operations, LLC	3/22/2024	\$1,622.33	\$70,928.42
Hunter Woods Healthcare, LLC	4/18/2024	\$1,570.23	\$71,892.07
Kannapolis Healthcare, LLC	4/17/2024	\$1,569.90	\$71,903.27
Locust Grove Facility Operations, LLC	4/4/2024	\$158.78	\$70,642.40
Manor at St. Luke Village Facility Operations, LLC	4/10/2024	\$158.78	\$70,642.40
McComb HealthCare, LLC	5/10/2024	\$107.00	\$71,511.38
Newport News Facility Operations, LLC	3/26/2024	\$1,626.38	\$70,943.82

Oak Grove HealthCare, LLC	3/26/2024	\$1,601.01	\$70,939.81
Oaks at Sweeten Creek HealthCare, LLC	5/28/2024	\$100.00	\$71,340.59
Pavilion at St. Luke Village Facility Operations, LLC	4/5/2024	\$158.78	\$70,642.40
Pennknoll Village Facility Operations, LLC	1/24/2024	\$90.83	\$67,420.96
Riley HealthCare, LLC	2/27/2024	\$1,620.77	\$69,918.78
Skyline Facility Operations, LLC	3/25/2024	\$1,622.33	\$70,894.37
Starkville Manor HealthCare, LLC	2/15/2024	\$452.97	\$68,885.46
Valley View HealthCare, LLC	4/4/2024	\$151.11	\$70,634.73
Wellington HealthCare, LLC	3/26/2024	\$151.44	\$69,457.53
Westwood HealthCare, LLC	5/28/2024	\$100.00	\$71,305.59
Willowbrook HealthCare, LLC	3/25/2024	\$1,610.35	\$70,882.39
Windsor Facility Operations, LLC	3/25/2024	\$1,626.38	\$70,898.42
Winona Manor HealthCare, LLC	2/27/2024	\$468.95	\$68,755.77

13. Here, the Debtors propose to assume the Proposed Assumption Agreement between Cary HealthCare, LLC and “Atlanta Office Technologies” with a proposed cure amount of \$0. Revised Cure Notice, at p. 177.

14. However, as explained above, the proper counterparty for the Proposed Assumption Agreement is LEAF, not AOT.

15. As of September 5, 2024, the balance on the Proposed Assumption Agreement is \$3,498.86. LEAF has also incurred, and is currently incurring, attorney fees to enforce its remedies upon the Debtors' ongoing default and to collect on post-petition rent and charges. Moreover, monthly payments of \$1,318.79 (exclusive of any insurance, fees, or taxes) are owed under the agreement, with the next payment being due on September 22, 2024.

16. Accordingly, LEAF hereby objects to the Revised Cure Notice as it lists an incorrect counterparty, and the proposed cure amount does not satisfy the Debtors' cure obligations consistent with section 365(b)(1) of the Bankruptcy Code.

17. If the Debtors wish to assume and assign the Proposed Assumption Agreement, as a condition to such assumption/assignment, the Debtors must first cure the default owing under the Proposed Assumption Agreement, plus any unpaid post-petition charges, and LEAF's attorney fees, incurred thereunder through the effective date of assumption.

18. Furthermore, the Debtors failed to properly schedule the other LEAF Leases.<sup>3</sup> To the extent that the Debtors seek to assume and assign any of the other LEAF Leases through their anticipated section 363 transaction or otherwise before plan completion, the Debtors must likewise cure the default owing under the respective leases, plus any unpaid post-petition charges, and LEAF's attorney fees, incurred thereunder through the effective date of assumption. LEAF reserves all claims and rights, in conjunction therewith.

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<sup>3</sup> Specifically, out of the twenty-five LEAF Leases, the Debtors scheduled thirteen (13) under schedule E/F, listing the claim amounts as approximately equal to the monthly payments due under the respective leases rather than the full balance. The remaining twelve (12) of the LEAF Leases were not scheduled at all.

**CONCLUSION**

WHEREFORE, for all of the foregoing reasons, this Court should enter an order (1) requiring, as a condition to the Debtors' assumption and/or assignment of the Proposed Assumption Agreement that the Debtors pay LEAF the applicable cure amount set forth above, plus all unpaid post-petition amounts accrued thereunder through the effective date of assumption, and (2) granting such other and further relief that the Court deems just and appropriate.

Dated: September 5, 2024

Respectfully submitted,

**LEAF Capital Funding, LLC**

By: /s/ Paul M. Rosenblatt  
Paul M. Rosenblatt, Esq. (GA# 314522)  
**KILPATRICK TOWNSEND & STOCKTON  
LLP**  
1100 Peachtree St. NE, Suite 2800  
Atlanta, GA 30309  
Telephone: (404) 815 6321  
Facsimile: (404) 541-3373  
Email: [prosenblatt@ktslaw.com](mailto:prosenblatt@ktslaw.com)

-and-

Aaron L. Hammer, Esq. (6243069)  
*Admitted Pro Hac Vice*  
500 W. Madison St., Ste. 3700  
Chicago, Illinois 60661  
Telephone: (312) 606-3200  
Facsimile: (312) 606-3232  
Email: [ahammer@ktslaw.com](mailto:ahammer@ktslaw.com)



**CERTIFICATE OF SERVICE**

The undersigned attorney certifies that he caused a true and correct copy of the foregoing, **OBJECTION OF LEAF CAPITAL FUNDING, LLC TO THE DEBTORS' NOTICE OF REVISED LIST OF POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND RELATED CURE COSTS**, to be filed electronically with the United States Bankruptcy Court for the Northern District of Atlanta on September 5, 2024, which caused a copy to be served on those registered for CM/ECF service and on the following parties via electronic mail:

The Debtors, LaVie Care Centers, LLC, *et al.*  
c/o Ankura Consulting Group, LLC,  
ben.jones@ankura.com

By: /s/ Paul M. Rosenblatt

## **EXHIBIT A**



## MASTER PURCHASE AGREEMENT

This **MASTER PURCHASE AGREEMENT** ("**Agreement**") is entered into as of February 18, 2020, by and between **Plexar Corporation dba Pure Water Resources**, having a place of business at 43676 Trade Center Place, Ste 155, Dulles, VA 20166 ("**Vendor**"), and **LEAF Capital Funding, LLC**, a Delaware limited liability company having offices located at 110 S. Poplar Street, Suite 101, Wilmington, DE (together with its successors and assigns, "**LEAF**").

WHEREAS, the parties hereto desire to establish a program (the "**Program**") in which Vendor will sell and LEAF will from time to time purchase Vendor's leases or sales contracts together with the underlying equipment and all related schedules, riders, exhibits, addenda, supplements, support agreements and other documentation (hereinafter collectively called for each transaction, a "**Funded Contract**").

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, hereby agree as follows:

**1. Mutual Assurances.** LEAF and Vendor are acting independently, at arms length, and each is duly authorized to execute and deliver this Agreement and every instrument and document provided in connection herewith. Each is and will continue to be at all times duly authorized to fully perform its obligations under this Agreement. The execution and delivery by either party of this Agreement and of the instruments and documents under this Program together with the performance of their respective obligations hereunder will not conflict with any provision of law, rule or regulation or the charter or by-laws of either party, or with any agreement or court or administrative order, judgment or decree binding upon either party. There is no material litigation or government proceeding or other contingent liability pending or threatened against either party which would interfere with this Program or disrupt the performance of either party under this Agreement.

**2. Program Terms.** Nothing herein or otherwise arising shall be construed to obligate LEAF to purchase any Funded Contracts or equipment or to subsequently lease equipment to any end-user customer ("**lessee**"). A credit approval for a lessee will be valid for a period of ninety (90) days from the date of approval conditioned upon no material adverse change occurring in the lessee's or Vendor's financial or operating condition or in the prospects for repayment of the Funded Contract. Effective the date of LEAF's funding ("**purchase**") of the Funded Contract, Vendor does hereby assign, sell and transfer to LEAF all of Vendor's title, rights and interests, but none of its obligations, in and to: (a) the Funded Contract, including without limitation all payments, proceeds, awards, collateral, security and other benefits given or arising thereunder; and (b) the equipment described therein or otherwise funded or financed in connection therewith, including without limitation the products and proceeds thereof. Upon receipt of the funding, Vendor shall immediately deliver to LEAF a copy of the Notice of Assignment being given to the lessee and, to the extent not already delivered to LEAF, the executed original Funded Contract and/or add-on schedule with applicable financing statements and all other documents required by LEAF. Vendor hereby appoints LEAF and each of its officers as Vendor's attorney-in-fact, without right of revocation and with full power of substitution, to take such action, including legal action, and to make such filings, and to endorse, without recourse, Vendor's name upon any and all notes, checks, drafts, pleadings and other instruments and documents, necessary in LEAF's sole discretion with respect to the transaction of business under this Program and the protection of LEAF's interest in connection with any Funded Contract and/or equipment purchased from Vendor. Nevertheless, at LEAF's sole election, LEAF may invoice and administer each Funded Contract or transaction at any time in LEAF's own name and for its sole account. The assignment of each Funded Contract to LEAF is intended to be a true sale, but in the event that such assignment is characterized in any way to be a secured loan, then without limiting or contravening the absolute and complete transfer to LEAF of all title, rights, and interests in the Funded Contracts and equipment, Vendor hereby grants to LEAF a security interest in all Funded Contracts, in the related equipment and in the rights, interests and charges related thereto, including proceeds or products thereof (e.g., residual and insurance proceeds), and in any licenses of intellectual property provided with the equipment. Vendor shall cooperate fully with LEAF in perfecting and/or foreclosing for LEAF's benefit this security interest against Vendor, all lessees, and all competing creditors, including without limitation, in obtaining signatures, lien searches and subordination agreements.

**3. Credit Approval Requirements.** Within two (2) business days after receipt of all required credit and confirmed financial data, LEAF will accept or reject any proposed credit by notifying either lessee or Vendor thereof. In no event shall failure by LEAF to notify lessee or Vendor be deemed an acceptance of the credit. Following notice of LEAF's credit acceptance, the funding of the Funded Contract shall be contingent upon proper equipment installation and lessee acceptance of all equipment together with LEAF's receipt and confirmation of all documents required to close the transaction, including but not limited to the Funded Contract, all advance payments and security deposits, and all other pre-approved documents requested by LEAF (e.g., assignments, notices of assignment, Uniform Commercial Code financing statements, security agreements, lease closing or audit forms, personal or corporate guarantees, mortgagee or landlord waivers, and Bills of Sale). Under this Program, all Funded Contracts and equipment shall be solely for business or commercial purposes, and will not be for any personal, family or household purposes. Unless specifically agreed to by LEAF in writing, none of the equipment will be a fixture or an implement for farming under the laws of any state where such equipment is located. Vendor's transactional documentation (e.g., order forms and invoices) shall not apply to LEAF, though such documents may be used in the course of a transaction for Vendor's own administrative purposes and may apply to the lessee.

**4. Vendor Representations, Warranties and Covenants.** Vendor hereby represents and warrants to LEAF and covenants that at the time of the funding and at all times thereafter: (a) Vendor is a corporation duly organized and in good standing under the laws of the state of its incorporation and is qualified and licensed to do business in each state or jurisdiction where qualification or licensing is required. (b) Vendor has all legal capacity, power and right required for it to enter into the Funded Contracts and agreements supplemental thereto and to perform all its obligations thereunder. (c) All documents requested by LEAF are in a form acceptable to LEAF and to the best of Vendor's knowledge properly executed and completed by the lessee and any guarantor. There are no undisclosed side agreements or documents. All original copies, including original counterparts, of all Funded Contracts and related documents are being delivered to LEAF only. (d) All signatures, addresses, amounts and other information or statements contained in the documents provided to LEAF are, to the best of Vendor's knowledge, true and correct and will not be altered or amended without LEAF's prior written consent. (e) Vendor will not collect, without LEAF's prior written consent, any advance rentals, security deposits or other funds under any Funded Contract unless such are endorsed and delivered to LEAF. The amounts stated in any Funded Contract shall be due and payable as stated in the Funded Contract without the right of offset or cancellation. (f) Any amount shown on any invoice is not more than the normal retail selling price and contains the correct equipment description. No portion of the funding shall be paid or transferred in any form or at any time by Vendor to the lessees. (g) The equipment shall be delivered to the lessee in good repair and new condition, acceptable to the lessee, and be fully covered by the insurance required by the Funded Contract. (h) On the date of LEAF's purchase of each Funded Contract (i) no lessee default, including any past due payment, has existed, (ii) no event has occurred which, with the passage of time or giving of notice, would become a default, and (iii) no person has given notice to Vendor of equipment or contract problems or attempted to cancel or terminate the Funded Contract. (i) Upon the request of LEAF, Vendor shall execute and deliver such further documents and do such further acts as LEAF may reasonably request in order to fully effect the purposes of this Agreement. (j) Vendor has and shall comply with any and all requirements of all federal, state, and local laws and regulations, as amended from time to time, including, but not limited to, the "Equal Credit Opportunity Act" ("ECOA") 15 U.S.C. 1691 et seq., and the "Fair Credit Reporting Act" ("FCRA") 15 U.S.C. 1681 et seq. (m) Vendor certifies that it has a permissible purpose as required by the FCRA, and any consent required under state law, for obtaining the consumer reports, and that all use of same shall be in strict accordance with said laws. If LEAF denies a Vendor application, LEAF shall deliver a notice of denial to Vendor. Vendor shall deliver the notice of denial to the applicant. In providing such notice, Vendor

shall be responsible for complying with all applicable laws. Vendor hereby agrees to repurchase from LEAF, within ten (10) days after LEAF's demand, any Funded Contract and equipment with respect to which any representation given in connection with this Program or any provision contained in this Agreement or the Funded Contract is unenforceable, untrue, incorrect, or is breached by Vendor. The repurchase price shall be LEAF's net book value calculated using the unpaid balance then due, plus all future payments contemplated within the transaction, including equipment residual, plus all taxes due or accrued and out-of-pocket expenses incurred in connection with any collection efforts, including but not limited to reasonable attorney's fees and legal costs arising in any legal action, whether by or against LEAF, and all expenses of retaking, storing, restoring and remarketing the equipment, if any.

**5. Transaction Compliance and Enforceability.** The Funded Contract and the equipment comply with all applicable laws and regulations, including, without limitation, interest/usury laws, retail/installment sales acts, truth-in-lending/leasing laws, all notice and disclosure laws (e.g., the Equal Credit Opportunity Act, BSA, USA PATRIOT Act, and OFAC). The Funded Contract is genuine, valid, complete and enforceable in accordance with its terms, and arises from and is executed in conjunction with an arms-length transaction between Vendor and the lessee. The Funded Contract accurately describes the equipment and the payments and is in all respects what it purports to be. Vendor has good and marketable title to the Funded Contract and the equipment, and there are no liens, claims, security interests or encumbrances on the Funded Contract or the equipment except as set forth in the Funded Contract or this Agreement. Vendor has the right to sell, transfer and assign the Funded Contract and grant title or a security interest in the equipment to LEAF, and any such sale, transfer, assignment or grant will be a valid and enforceable transfer of all Vendor's right, title and interest in and to the Funded Contract, payments and equipment. Vendor has not sold, transferred, assigned, pledged or encumbered the Funded Contract, payments or equipment in any way to any other party and will not do so after any assignment to LEAF. Upon funding, LEAF will be vested with valid title to the Funded Contract and, as allowed by law, to the subject equipment. In no case, shall LEAF have less than a valid, perfected, first priority security interest, superior to the rights of all others, in the subject equipment and all products and proceeds thereof.

**6. Equipment Warranties and Service.** When obligated either by contract or by law, Vendor shall promptly respond to all equipment complaints and will provide proper maintenance and repairs on all equipment under the Funded Contract as may be necessary to comply with and fulfill all warranties, express or implied, and all equipment obligations under applicable law. Vendor further agrees that during any period in which LEAF is a lessor of equipment or holds Funded Contracts purchased hereunder, Vendor shall make available to the lessee, either from itself or through dealers, a maintenance and service program for such equipment. In case of early termination of the Funded Contract, Vendor shall refund (on a straight-line basis) within thirty (30) days of notice and demand by LEAF to Vendor any unaccrued maintenance fees paid by LEAF in advance. In addition, at LEAF's sole option, Vendor will use best efforts to assist LEAF in retaking, preserving, refurbishing, and remarketing the Equipment for LEAF's account at prices to LEAF not to exceed Vendor's actual and reasonable cost. Vendor agrees to exercise the same due diligence in refurbishing and remarketing equipment for LEAF as it would in its own behalf. Vendor consents that, without affecting any of Vendor's liabilities or obligations hereunder, LEAF may agree with any lessee as to any modification, alteration, release, compromise, extension, waiver, consent or other similar or dissimilar indulgence of or with respect to any Funded Contract.

**7. Term.** This Agreement shall remain in effect for three years from the date hereof, and thereafter shall renew on a year-to-year basis, and shall govern all transactions between the parties until this Agreement is terminated by written agreement of the parties, or terminated on an anniversary date by either party giving at least sixty (60) days prior written notice, sent certified mail, return receipt requested, to the other party. Upon termination, this Agreement shall continue in full force and effect as to all Funded Contracts and equipment purchased by LEAF prior to the termination date.

**8. Indemnification.** Vendor agrees to indemnify and hold LEAF harmless from damages resulting from the breach of this Agreement or the Funded Contract by Vendor; and from misrepresentation, falsity, alteration, or legal defect or unconscionability in any document supplied by Vendor hereunder; and from equipment or system claims by a lessee or third party

in contract, tort, strict liability or related to rights in copyright or patent; and from any failure to provide the required insurance or to pay the required taxes, including personal property tax. This is in addition to and not in lieu of other legal remedies LEAF may have. LEAF agrees to defend, indemnify and hold Vendor harmless from and against all claims, demands, losses and liabilities, suits and legal proceedings, and any commercially reasonable related costs and expenses (including reasonable attorneys' fees) arising out of or in any way related to: (a) a breach of any of LEAF's representations, warranties, covenants or agreements stated in this Agreement; (b) negligent, tortious or unlawful acts or omissions committed by LEAF; and (c) administration of the lease by LEAF. This is in addition to and not in lieu of other legal remedies Vendor may have. In the event of a dispute, the prevailing party in any legal action shall be entitled to be compensated for reasonable attorney fees and other reasonable expenses of said action in addition to any award.

**9. Vendor Portal.** During the term of this Agreement, LEAF may, at its sole option, provide Vendor with internet access to one or more of its designated websites owned, operated and/or maintained by LEAF and/or its affiliates (each, a "Vendor Portal") that will provide Vendor with access to general information regarding the Program and which will provide Vendor with the ability to calculate potential structures, print proposals, and submit applications to LEAF over the internet. Vendor covenants that each time it submits information to LEAF via the Vendor Portal, it shall have obtained all required authorizations from any and all applicable parties (including all lessees and guarantors) to submit such information and such parties shall have authorized LEAF to conduct a credit investigation of such parties. LEAF will provide Vendor with one or more passwords and user identification numbers (the "Vendor ID") and access to the Vendor Portal. Vendor will provide such Vendor ID only to Vendor's employees or agents with a need to know such information in connection with the performance of their duties under the Agreement. Vendor will limit Vendor Portal access only to authorized employees of Vendor for the sole purpose of conducting business in accordance with the Agreement. Vendor assumes complete responsibility for protecting the safety and security of the Vendor ID and is responsible for all losses, damages or claims resulting from the misuse of such Vendor ID by Vendor, its employees or former employees. Vendor represents and warrants that all information provided to LEAF by Vendor concerning Vendor and/or, to Vendor's knowledge, any obligor, lessee, guarantor or Funded Contract is accurate and complete in all material respects and has not been manipulated by Vendor to omit or otherwise disguise potentially negative material information concerning an application. If LEAF determines that any information submitted in connection with an application is not materially accurate, complete and/or verifiable, LEAF may at its sole discretion revoke any related approval and decline funding of the transaction. LEAF reserves the right at any time and at its sole discretion to revoke Vendor's access to the Vendor Portal for any reason or no reason. The Vendor Portal may be unavailable for use by Vendor for any reason or no reason from time to time. None of the material displayed in the Vendor Portal may be used, copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted without the prior written permission of LEAF. THE MATERIALS ON THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. LEAF MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, REGARDING THE VENDOR PORTAL, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. IN NO EVENT SHALL LEAF BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED BY VENDOR AND/OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH VENDOR'S ACCESS TO OR USE OF THE VENDOR PORTAL.

**10. Relationship.** The relationship of LEAF and Vendor under this Agreement shall in no event constitute the parties as partners, joint ventures, employees, or agents of each other, except as otherwise expressly set forth herein. Vendor agrees that its participating dealers, if any, shall be obligated to comply with the terms of this Agreement, and at LEAF's election, any such dealers may be excluded from participation in this Program. Except for the usage permitted by this Agreement, LEAF and Vendor agree, for themselves and their representatives and agents, not to use the names or trademarks of the other, in any advertising, marketing or promotional materials without the prior written consent of the other. In all cases, LEAF and Vendor each retains sole and separate ownership of its own names, trademarks and other intellectual property. Consent to any

particular use shall not be a waiver of the provisions herein as to any additional, further or other use. While this Agreement remains in effect, Vendor and LEAF agree that their respective representatives will meet periodically, as mutually agreed, to review the status of this Program and to draft and sign all Program modifications and amendments.

11. Notices. All notices, consents, approvals and other communications hereunder shall be in writing and shall be (i) delivered in person, (ii) sent by facsimile, or (iii) mailed, postage prepaid, either by (a) registered or certified mail, return receipt requested, or (b) overnight express carrier, addressed in each case to the address set forth below, or to such other address as either of the parties hereto shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if sent by facsimile, on the day sent if a business day, or if not a business day, then on the next business day, (ii) if sent by overnight, express carrier, on the next business day immediately following the day sent, or (iii) if sent by registered or certified mail, on the fourth business day following the day sent.

12. Miscellaneous. This Agreement constitutes the final and complete agreement, which supersedes all prior agreements with regard to the subject matter hereof. If any provision of this Agreement shall for any reason be rendered invalid by operation of law or otherwise, such provision shall be construed as separate and severable, and shall not impair the rights and obligations under the other provisions of this Agreement. This Agreement: (i) shall not be modified unless in writing and signed by all parties hereto, (ii) shall not be assigned without the prior written consent of all parties hereto, and (iii) shall be binding upon and inure to the benefit of the legal successors, assigns and agents of the parties. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OR FEDERAL COURTS IN COMMONWEALTH OF PENNSYLVANIA. All parties stipulate and agree that no conventions of the United Nations, including the Convention on Contracts for the International Sale of Goods, shall apply at any time to this Agreement or Program. VENDOR AND LEAF HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE PROGRAM. Vendor agrees that all leasing documents, Program promotional pieces and other related materials in any form, as well as all information about this Agreement or Program or any LEAF leasing program, are the sole and separate property of LEAF and shall not be disclosed or provided to any third party in any form without the prior written consent of LEAF, which consent will be provided only in LEAF's sole and absolute discretion.

13. Customer Information. LEAF acknowledges that Vendor's customer information is valuable and confidential information of Vendor. LEAF agrees that such customer information shall not be shared with any third party competitor of Vendor. LEAF further agrees not to provide any Vendor portfolio lists of Vendor customer information to third party competitors of Vendor.

14. Customer Buyouts. LEAF will notify Vendor of all customer buyout requests, and will thereafter notify the customer of LEAF's buyout quote no earlier than five (5) days after LEAF has notified Vendor. LEAF agrees that it shall not offer a lessee any end of lease terms or conditions more favorable than those terms and conditions provided to Vendor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by as of the date first above written.

Vendor: PLEXAR CORPORATION DBA PURE WATER RESOURCES

By: Leland Phipps

Name: Leland Phipps

Title: President

Primary Contact Name: Leland Phipps

Phone #: [REDACTED]

E-mail Address: [REDACTED]

Tax ID Number: [REDACTED]

LEAF CAPITAL FUNDING, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## MASTER PURCHASE AGREEMENT

This **MASTER PURCHASE AGREEMENT** ("Agreement") is entered into as of October 8, 2020, by and between **Atlanta Office Technologies, Inc.**, having a place of business at 5600 Oakbrook Parkway, Ste 260, Norcross, GA 30093 ("**Vendor**"), and **LEAF Capital Funding, LLC**, a Delaware limited liability company having offices located at 110 S. Poplar Street, Suite 101, Wilmington, DE (together with its successors and assigns, "**LEAF**").

WHEREAS, the parties hereto desire to establish a program (the "**Program**") in which Vendor will sell and LEAF will from time to time purchase Vendor's leases or sales contracts together with the underlying equipment and all related schedules, riders, exhibits, addenda, supplements, support agreements and other documentation (hereinafter collectively called for each transaction, a "**Funded Contract**").

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, hereby agree as follows:

**1. Mutual Assurances.** LEAF and Vendor are acting independently, at arms length, and each is duly authorized to execute and deliver this Agreement and every instrument and document provided in connection herewith. Each is and will continue to be at all times duly authorized to fully perform its obligations under this Agreement. The execution and delivery by either party of this Agreement and of the instruments and documents under this Program together with the performance of their respective obligations hereunder will not conflict with any provision of law, rule or regulation or the charter or by-laws of either party, or with any agreement or court or administrative order, judgment or decree binding upon either party. There is no material litigation or government proceeding or other contingent liability pending or threatened against either party which would interfere with this Program or disrupt the performance of either party under this Agreement.

**2. Program Terms.** Nothing herein or otherwise arising shall be construed to obligate LEAF to purchase any Funded Contracts or equipment or to subsequently lease equipment to any end-user customer ("**lessee**"). A credit approval for a lessee will be valid for a period of ninety (90) days from the date of approval conditioned upon no material adverse change occurring in the lessee's or Vendor's financial or operating condition or in the prospects for repayment of the Funded Contract. Effective the date of LEAF's funding ("**purchase**") of the Funded Contract, Vendor does hereby assign, sell and transfer to LEAF all of Vendor's title, rights and interests, but none of its obligations, in and to: (a) the Funded Contract, including without limitation all payments, proceeds, awards, collateral, security and other benefits given or arising thereunder; and (b) the equipment described therein or otherwise funded or financed in connection therewith, including without limitation the products and proceeds thereof. Upon receipt of the funding, Vendor shall immediately deliver to LEAF a copy of the Notice of Assignment being given to the lessee and, to the extent not already delivered to LEAF, the executed original Funded Contract and/or add-on schedule with applicable financing statements and all other documents required by LEAF. Vendor hereby appoints LEAF and each of its officers as Vendor's attorney-in-fact, without right of revocation and with full power of substitution, to take such action, including legal action, and to make such filings, and to endorse, without recourse, Vendor's name upon any and all notes, checks, drafts, pleadings and other instruments and documents, necessary in LEAF's sole discretion with respect to the transaction of business under this Program and the protection of LEAF's interest in connection with any Funded Contract and/or equipment purchased from Vendor. Nevertheless, at LEAF's sole election, LEAF may invoice and administer each Funded Contract or transaction at any time in LEAF's own name and for its sole account. The assignment of each Funded Contract to LEAF is intended to be a true sale, but in the event that such assignment is characterized in any way to be a secured loan, then without limiting or contravening the absolute and complete transfer to LEAF of all title, rights, and interests in the Funded Contracts and equipment, Vendor hereby grants to LEAF a security interest in all Funded Contracts, in the related equipment and in the rights, interests and charges related thereto, including proceeds or products thereof (e.g., residual and insurance proceeds), and in any licenses of intellectual property provided with the equipment. Vendor shall cooperate fully with LEAF in perfecting and/or foreclosing for LEAF's benefit this security interest against Vendor, all lessees, and all competing creditors, including without limitation, in obtaining signatures, lien searches and subordination agreements.

**3. Credit Approval Requirements.** Within two (2) business days after receipt of all required credit and confirmed financial data, LEAF will

accept or reject any proposed credit by notifying either lessee or Vendor thereof. In no event shall failure by LEAF to notify lessee or Vendor be deemed an acceptance of the credit. Following notice of LEAF's credit acceptance, the funding of the Funded Contract shall be contingent upon proper equipment installation and lessee acceptance of all equipment together with LEAF's receipt and confirmation of all documents required to close the transaction, including but not limited to the Funded Contract, all advance payments and security deposits, and all other pre-approved documents requested by LEAF (e.g., assignments, notices of assignment, Uniform Commercial Code financing statements, security agreements, lease closing or audit forms, personal or corporate guarantees, mortgagee or landlord waivers, and Bills of Sale). Under this Program, all Funded Contracts and equipment shall be solely for business or commercial purposes, and will not be for any personal, family or household purposes. Unless specifically agreed to by LEAF in writing, none of the equipment will be a fixture or an implement for farming under the laws of any state where such equipment is located. Vendor's transactional documentation (e.g., order forms and invoices) shall not apply to LEAF, though such documents may be used in the course of a transaction for Vendor's own administrative purposes and may apply to the lessee.

**4. Vendor Representations, Warranties and Covenants.** Vendor hereby represents and warrants to LEAF and covenants that at the time of the funding and at all times thereafter: (a) Vendor is a corporation duly organized and in good standing under the laws of the state of its incorporation and is qualified and licensed to do business in each state or jurisdiction where qualification or licensing is required. (b) Vendor has all legal capacity, power and right required for it to enter into the Funded Contracts and agreements supplemental thereto and to perform all its obligations thereunder. (c) All documents requested by LEAF are in a form acceptable to LEAF and to the best of Vendor's knowledge properly executed and completed by the lessee and any guarantor. There are no undisclosed side agreements or documents. All original copies, including original counterparts, of all Funded Contracts and related documents are being delivered to LEAF only. (d) All signatures, addresses, amounts and other information or statements contained in the documents provided to LEAF are, to the best of Vendor's knowledge, true and correct and will not be altered or amended without LEAF's prior written consent. (e) Vendor will not collect, without LEAF's prior written consent, any advance rentals, security deposits or other funds under any Funded Contract unless such are endorsed and delivered to LEAF. The amounts stated in any Funded Contract shall be due and payable as stated in the Funded Contract without the right of offset or cancellation. (f) Any amount shown on any invoice is not more than the normal retail selling price and contains the correct equipment description. No portion of the funding shall be paid or transferred in any form or at any time by Vendor to the lessees. (g) The equipment shall be delivered to the lessee in good repair and new condition, acceptable to the lessee, and be fully covered by the insurance required by the Funded Contract. (h) On the date of LEAF's purchase of each Funded Contract (i) no lessee default, including any past due payment, has existed, (ii) no event has occurred which, with the passage of time or giving of notice, would become a default, and (iii) no person has given notice to Vendor of equipment or contract problems or attempted to cancel or terminate the Funded Contract. (i) Upon the request of LEAF, Vendor shall execute and deliver such further documents and do such further acts as LEAF may reasonably request in order to fully effect the purposes of this Agreement. (j) Vendor has and shall comply with any and all requirements of all federal, state, and local laws and regulations, as amended from time to time, including, but not limited to, the "Equal Credit Opportunity Act" ("ECOA") 15 U.S.C. 1691 et seq., and the "Fair Credit Reporting Act" ("FCRA") 15 U.S.C. 1681 et seq. (m) Vendor certifies that it has a permissible purpose as required by the FCRA, and any consent required under state law, for obtaining the consumer reports, and that all use of same shall be in strict accordance with said laws. If LEAF denies a Vendor application, LEAF shall deliver a notice of denial to Vendor. Vendor shall deliver the notice of denial to the applicant. In providing such notice, Vendor shall be responsible for complying with all applicable laws. Vendor hereby agrees to repurchase from LEAF, within ten (10) days after LEAF's demand, any Funded Contract and equipment with respect to which any

representation given in connection with this Program or any provision contained in this Agreement or the Funded Contract is unenforceable, untrue, incorrect, or is breached by Vendor. The repurchase price shall be LEAF's net book value calculated using the unpaid balance then due, plus all future payments contemplated within the transaction, including equipment residual, plus all taxes due or accrued and out-of-pocket expenses incurred in connection with any collection efforts, including but not limited to reasonable attorney's fees and legal costs arising in any legal action, whether by or against LEAF, and all expenses of retaking, storing, restoring and remarketing the equipment, if any.

**5. Transaction Compliance and Enforceability.** The Funded Contract and the equipment comply with all applicable laws and regulations, including, without limitation, interest/usury laws, retail/installment sales acts, truth-in-lending/leasing laws, all notice and disclosure laws (e.g., the Equal Credit Opportunity Act, BSA, USA PATRIOT Act, and OFAC). The Funded Contract is genuine, valid, complete and enforceable in accordance with its terms, and arises from and is executed in conjunction with an arms-length transaction between Vendor and the lessee. The Funded Contract accurately describes the equipment and the payments and is in all respects what it purports to be. Vendor has good and marketable title to the Funded Contract and the equipment, and there are no liens, claims, security interests or encumbrances on the Funded Contract or the equipment except as set forth in the Funded Contract or this Agreement. Vendor has the right to sell, transfer and assign the Funded Contract and grant title or a security interest in the equipment to LEAF, and any such sale, transfer, assignment or grant will be a valid and enforceable transfer of all Vendor's right, title and interest in and to the Funded Contract, payments and equipment. Vendor has not sold, transferred, assigned, pledged or encumbered the Funded Contract, payments or equipment in any way to any other party and will not do so after any assignment to LEAF. Upon funding, LEAF will be vested with valid title to the Funded Contract and, as allowed by law, to the subject equipment. In no case, shall LEAF have less than a valid, perfected, first priority security interest, superior to the rights of all others, in the subject equipment and all products and proceeds thereof.

**6. Equipment Warranties and Service.** When obligated either by contract or by law, Vendor shall promptly respond to all equipment complaints and will provide proper maintenance and repairs on all equipment under the Funded Contract as may be necessary to comply with and fulfill all warranties, express or implied, and all equipment obligations under applicable law. Vendor further agrees that during any period in which LEAF is a lessor of equipment or holds Funded Contracts purchased hereunder, Vendor shall make available to the lessee, either from itself or through dealers, a maintenance and service program for such equipment. In case of early termination of the Funded Contract, Vendor shall refund (on a straight-line basis) within thirty (30) days of notice and demand by LEAF to Vendor any unaccrued maintenance fees paid by LEAF in advance. In addition, at LEAF's sole option, Vendor will use best efforts to assist LEAF in retaking, preserving, refurbishing, and remarketing the Equipment for LEAF's account at prices to LEAF not to exceed Vendor's actual and reasonable cost. Vendor agrees to exercise the same due diligence in refurbishing and remarketing equipment for LEAF as it would in its own behalf. Vendor consents that, without affecting any of Vendor's liabilities or obligations hereunder, LEAF may agree with any lessee as to any modification, alteration, release, compromise, extension, waiver, consent or other similar or dissimilar indulgence of or with respect to any Funded Contract.

**7. Term.** This Agreement shall remain in effect for three years from the date hereof, and thereafter shall renew on a year-to-year basis, and shall govern all transactions between the parties until this Agreement is terminated by written agreement of the parties, or terminated on an anniversary date by either party giving at least sixty (60) days prior written notice, sent certified mail, return receipt requested, to the other party. Upon termination, this Agreement shall continue in full force and effect as to all Funded Contracts and equipment purchased by LEAF prior to the termination date.

**8. Indemnification.** Vendor agrees to indemnify and hold LEAF harmless from damages resulting from the breach of this Agreement or the Funded Contract by Vendor; and from misrepresentation, falsity, alteration, or legal defect or unconscionability in any document supplied by Vendor hereunder; and from equipment or system claims by a lessee or third party in contract, tort, strict liability or related to rights in copyright or patent; and from any failure to provide the required insurance or to pay the required taxes, including personal property tax. This is in addition to and not in lieu of

other legal remedies LEAF may have. LEAF agrees to defend, indemnify and hold Vendor harmless from and against all claims, demands, losses and liabilities, suits and legal proceedings, and any commercially reasonable related costs and expenses (including reasonable attorneys' fees) arising out of or in any way related to: (a) a breach of any of LEAF's representations, warranties, covenants or agreements stated in this Agreement; (b) negligent, tortious or unlawful acts or omissions committed by LEAF; and (c) administration of the lease by LEAF. This is in addition to and not in lieu of other legal remedies Vendor may have. In the event of a dispute, the prevailing party in any legal action shall be entitled to be compensated for reasonable attorney fees and other reasonable expenses of said action in addition to any award.

**9. Vendor Portal.** During the term of this Agreement, LEAF may, at its sole option, provide Vendor with internet access to one or more of its designated websites owned, operated and/or maintained by LEAF and/or its affiliates (each, a "Vendor Portal") that will provide Vendor with access to general information regarding the Program and which will provide Vendor with the ability to calculate potential structures, print proposals, and submit applications to LEAF over the internet. Vendor covenants that each time it submits information to LEAF via the Vendor Portal, it shall have obtained all required authorizations from any and all applicable parties (including all lessees and guarantors) to submit such information and such parties shall have authorized LEAF to conduct a credit investigation of such parties. LEAF will provide Vendor with one or more passwords and user identification numbers (the "Vendor ID") and access to the Vendor Portal. Vendor will provide such Vendor ID only to Vendor's employees or agents with a need to know such information in connection with the performance of their duties under the Agreement. Vendor will limit Vendor Portal access only to authorized employees of Vendor for the sole purpose of conducting business in accordance with the Agreement. Vendor assumes complete responsibility for protecting the safety and security of the Vendor ID and is responsible for all losses, damages or claims resulting from the misuse of such Vendor ID by Vendor, its employees or former employees. Vendor represents and warrants that all information provided to LEAF by Vendor concerning Vendor and/or, to Vendor's knowledge, any obligor, lessee, guarantor or Funded Contract is accurate and complete in all material respects and has not been manipulated by Vendor to omit or otherwise disguise potentially negative material information concerning an application. If LEAF determines that any information submitted in connection with an application is not materially accurate, complete and/or verifiable, LEAF may at its sole discretion revoke any related approval and decline funding of the transaction. LEAF reserves the right at any time and at its sole discretion to revoke Vendor's access to the Vendor Portal for any reason or no reason. The Vendor Portal may be unavailable for use by Vendor for any reason or no reason from time to time. None of the material displayed in the Vendor Portal may be used, copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted without the prior written permission of LEAF. THE MATERIALS ON THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. LEAF MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, REGARDING THE VENDOR PORTAL, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. IN NO EVENT SHALL LEAF BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED BY VENDOR AND/OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH VENDOR'S ACCESS TO OR USE OF THE VENDOR PORTAL.

**10. Relationship.** The relationship of LEAF and Vendor under this Agreement shall in no event constitute the parties as partners, joint ventures, employees, or agents of each other, except as otherwise expressly set forth herein. Vendor agrees that its participating dealers, if any, shall be obligated to comply with the terms of this Agreement, and at LEAF's election, any such dealers may be excluded from participation in this Program. Except for the usage permitted by this Agreement, LEAF and Vendor agree, for themselves and their representatives and agents, not to use the names or trademarks of the other, in any advertising, marketing or promotional materials without the prior written consent of the other. In all cases, LEAF and Vendor each retains sole and separate ownership of its own names, trademarks and other intellectual property. Consent to any particular use shall not be a waiver of the provisions herein as to any additional, further or other use. While this Agreement remains in effect, Vendor and LEAF agree that their respective representatives will meet

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Vendor: ATLANTA OFFICE TECHNOLOGIES, INC.

By: *Matthew J Miller*

Name: Matthew J Miller

Title: CFO

Primary Contact Name: Matthew Miller

Phone #: [REDACTED]

E-mail Address: [REDACTED]

Tax ID Number: [REDACTED]

LEAF CAPITAL FUNDING, LLC

By: *Lisa Schmiedel*

Name: \_\_\_\_\_

Title: \_\_\_\_\_