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 NOV-09-2004(TUE) 11:47 OBELISK HEALTHCARE (FAX)334 658 0267 P.003/010
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Group Financial SERVICES

For Leases Under \$75,000 Lease Agreement

LESSOR	OBELISK HEALTHCARE, LLC 101 E SOUTH BLVD., # MONTGOMERY, AL 36116 Equipment Location (if not same as above)				Phone Number (334) 658-0267																															
	Equipment Make SBE ATTACHED TO TURINNE PHARMEDCO SCHEDULE A				Equipment Model Number TURINNE PHARMEDCO SCHEDULE A																															
LEASER INFORMATION	Equipment Make	Model Number	SN/Serial	Quantity	Description (Attach Serial's Schedule A if Necessary)																															
	<table border="1"> <tr> <th>Term of Lease (Months)</th> <th>Lease Payment (PLUS)</th> <th>APR 4.99% Sales Tax (EQUALS)</th> <th>TAX LEASE? (YES/NO)</th> <th>Term of Lease (Months)</th> <th>Payment Frequency</th> <th>Monthly Payment</th> <th>Other</th> </tr> <tr> <td>36</td> <td>\$166.84</td> <td>\$16.85</td> <td>\$172.10</td> <td>36</td> <td>Monthly</td> <td>\$172.10</td> <td></td> </tr> <tr> <td colspan="2">Total Payment</td> <td></td> <td></td> <td colspan="2">Total Payment</td> <td></td> <td></td> </tr> <tr> <td colspan="2">\$6003.24</td> <td></td> <td></td> <td colspan="2">\$6003.24</td> <td></td> <td></td> </tr> </table>					Term of Lease (Months)	Lease Payment (PLUS)	APR 4.99% Sales Tax (EQUALS)	TAX LEASE? (YES/NO)	Term of Lease (Months)	Payment Frequency	Monthly Payment	Other	36	\$166.84	\$16.85	\$172.10	36	Monthly	\$172.10		Total Payment				Total Payment				\$6003.24				\$6003.24		
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TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment (which may include software) and on any attached schedule (the "Lease"). You shall use the Equipment for the purpose stated on the Lease. The Lease shall be subject to the terms and conditions of the Lease Agreement and the Lease Schedule A. You shall be responsible for the maintenance and repair of the Equipment. You shall not be permitted to modify, alter or reconfigure the Equipment without the prior written consent of the Lessor. You shall not be permitted to use the Equipment for any purpose other than that stated on the Lease. You shall not be permitted to use the Equipment for any purpose that is illegal, fraudulent, or otherwise prohibited by law. You shall not be permitted to use the Equipment for any purpose that is dangerous to the health, safety or property of any person. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable law, regulation, or ordinance. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable contract. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable policy. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable procedure. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable rule. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable regulation. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable order. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable decree. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable judgment. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable award. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable settlement. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable agreement. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable arrangement. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable understanding. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable course of dealing. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable usage of trade. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable custom. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable practice. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable course of conduct. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable course of dealing. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable usage of trade. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable custom. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable practice. You shall not be permitted to use the Equipment for any purpose that is in violation of any applicable course of conduct.

LESSOR	You are authorized to execute and deliver this Lease Agreement and the Lease Schedule A on behalf of the Lessor.		I, the undersigned, hereby certify that I am the duly authorized representative of the Lessor and that I have read and understand the terms and conditions of this Lease Agreement and the Lease Schedule A. I agree to execute and deliver this Lease Agreement and the Lease Schedule A on behalf of the Lessor.
	Signature of Lessor Representative Date: 11-8-04	Signature of Lessee Date: 11-8-04	
Signature of Lessee Date: 11-8-04	Signature of Lessor Representative Date: 11-8-04	Signature of Lessee Date: 11-8-04	Signature of Lessor Representative Date: 11-8-04



For Leases Under \$75,000

Lease Agreement

LESSEE	Full Legal Name				Phone Number
	Billing Address				Purchase Order Request Number
	Equipment Location (If not same as above)			County	Send Invoice to Attention of:
EQUIPMENT INFORMATION	Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months
					Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____
					Security Deposit (PLUS) First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment (which may include software) listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease Payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. The Lease starts on the day the Equipment is delivered to you (the "Commencement Date") and the Lease Payments shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. Your obligations under this lease are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay a documentation fee of \$59.95. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. When a payment is not made within five (5) days of its due date, you agree to pay us a late charge of 6% for each past due payment or \$10.00, whichever is greater, but in no event more than permitted by law. We may charge you a fee of \$25.00 for any check that is returned. **YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE.**

2. Title: Except for Leases with a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. You authorize us to sign financing statements and file financing statements on your behalf.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE LEASE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to remove it without our prior written consent. If the Lease Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impact your obligation to pay all Lease Payments when due. To the extent that the license for any Software ("License") included hereunder allows it to be transferred to you, such title shall vest and remain in us. To the extent such vesting requires a specific written conveyance, you hereby convey to us any title you have or may hereafter acquire in the Software and relinquish any subsequent claim of title in the Software, including any rights to purchase the Software and to retain rights to use the same beyond the Lease term. If any provision of this paragraph requires for its effectiveness lessor's prior written consent because the license title transfers, assignments or assignment of the Software, you shall assist us in obtaining such consent.

4. Assignment: You agree not to lease, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer this Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if

any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide proof of such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial Lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a time, manner, and to a location we designate.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under this Lease or any other lease with us; or c) you default in your obligations under a License. If you are in default on this Lease we may: a) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable to us; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease Payments and the Residual discounted to the date of default at 6% per year, plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% per year from the date of default; d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree this Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier; agree that you may have rights under his contract with the supplier and may contact the supplier for a description of these rights. This Lease was made in Pennsylvania ("PA"); is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to personal jurisdiction in any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	
	Print Name	
LESSOR	Spenser Capital Group, Inc. d/b/a Group Financial Services P.O. Box 7666, 70 Arrow Rd., Suite 5, Elton Head, SC 29938 Phone: (800) 275-1415 • Fax: (800) 743-0177	
	Lease Commencement Date	Lease Number
	Accepted By:	

GUARANTY	I unconditionally guarantee prompt payment of all the Lessee's obligations under this Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor.	
	Signature	Date
	Print Name	
ACCEPTANCE	The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
	Print Name	Title