



LEASE PROPOSAL – ATTACHMENT A

Proposal Number _____

****The lease rates quoted in this proposal have been calculated, in part, using an interest rate tied to the current yield of a comparable term (i) US Treasury Notes and (ii) the Interest Rate Swaps as reported in the Federal Reserve Statistical Release H.15 dated as of the date of this letter. The lease rate quoted is subject to change in the event such Treasury Note yields or Interest Rate Swap yields increase more than 10 basis points (1/10th per cent) prior to the lease commencement date. Notwithstanding anything contained herein to the contrary, the lease rates are subject to adjustment prior to the lease commencement date where Insight Investments, LLC has determined there has been an adverse change in your credit standing, including but not limited to a material adverse change in the financial, business, operations, properties, assets or prospects of Customer, or, in the event of a material adverse change in the financial markets after the date of this proposal letter, including but not limited to any government action or other event which materially adversely affects the extension of credit or pricing by banks or other lending institutions.*

This transaction is contingent upon 2NDGEAR’s affiliate, Insight Investments, LLC’s (“Insight”) credit approval and execution of either a Sales Agreement or a Lease Agreement.

To accept our offer to purchase the Equipment, please sign and fax the Proposal back to us at **(714) 751-3613**. If you desire to have your purchase order number referenced on packing slips and invoices, please also fax a signed copy of your purchased order.

To accept our offer to lease the Equipment, please sign and fax the Proposal back to us at **(714) 751-3613** and we will send you the appropriate lease documentation for execution. The lease documentation will be sent to you for execution and must be signed and returned to Insight within seven (7) days. If we do not receive the lease documentation back within this timeframe, then the transaction will default to a Sales Agreement and the Purchase Price shall be due and payable net thirty (30) days from shipment and the Sales Agreement terms and conditions shall apply.

This Proposal excludes maintenance, taxes, and insurance (if applicable) and may be withdrawn at any time at Insight’s sole discretion and expires seven (7) days from the date of this Proposal letter unless extended by Insight.

Sincerely:

Name: _____
Title: _____
Phone: _____
Business Unit: _____
Name: _____
Address: _____
City/State/Zip _____

Agreed to and Accepted by:

Account Name: _____
Name: _____
Signature: _____
Title: _____
Date: _____