



RE: [Water Wizards Irrigation, LLC - 627710](#)

Dear Customer:

It is a pleasure to inform you that your application for financing has been approved, subject to satisfactory receipt of the transaction documents and other items as required by Main Street Business Capital, LLC. Please be reminded that the transaction cannot commence until Main Street Business Capital, LLC receives your original signed, completed documentation and other required items. Please fax your fully completed and signed documents to (714) 436-0210 and return the original signed document package via FedEx to Main Street Business Capital, LLC. A pre-paid Fed Ex label will be provided for your convenience.

Things You Need To Do:

- Read, sign and date the enclosed documents (include titles where applicable).
- Make a copy of the documents for your records.
- Provide home and cell phone numbers on Personal Guaranty form under your residential address.
- Provide email address here: _____
- Provide Federal Tax ID Number here: _____
- Provide property/liability insurance agent's information here: Policy #: _____
Name of agent: _____ Phone/Fax #: _____

Provide a copy of current driver's license for each signor with your return documents.
The copy(s) must be clear, and show the signature as well as the expiration date.

Return Documents to: Main Street Business Capital, LLC
3 Hutton Centre Drive, Suite 400
Santa Ana, CA 92707

Very truly yours,

Documentation Department

EQUIPMENT FINANCE AGREEMENT

Main Street Business Capital, LLC
3 Hutton Centre Drive, Ste. 400
Santa Ana, CA 92707

DEBTOR:	Water Wizards Irrigation, LLC 210 Daly Rd Coventry, CT 06238	SUPPLIER and COLLATERAL:	See Schedule A
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Collateral Location: 210 Daly Rd, Coventry, CT 06238

Term (In Months) 48	Total Number of Payments 48	Amount of Each Periodic Payment \$340.65	Security Deposit \$0.00
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DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES: THERE ARE NO WARRANTIES BY OR ON BEHALF OF SECURED PARTY AND NEITHER THE SUPPLIER NOR ANY OTHER PARTY IS SECURED PARTY'S AGENT. DEBTOR ACKNOWLEDGES AND AGREES : (A) SECURED PARTY MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE COLLATERAL, ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE; (B) DEBTOR ACCEPTS THE COLLATERAL "AS IS" AND WITH ALL FAULTS; (C) DEBTOR AGREES THAT THE COLLATERAL WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES; (D) IF THE COLLATERAL IS UNSATISFACTORY FOR ANY REASON DEBTOR'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE COLLATERAL AND NOT AGAINST SECURED PARTY; (E) DEBTOR SHALL HAVE NO REMEDY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST SECURED PARTY, ALL OF THE SAME BEING DISCLAIMED AND WAIVED; AND (F) NO DEFECT, DAMAGE OR UNFITNESS OF THE COLLATERAL SHALL RELIEVE DEBTOR OF THE OBLIGATION TO MAKE PAYMENTS OR RELIEVE DEBTOR OF ANY OTHER OBLIGATION UNDER THIS AGREEMENT.

Amendments; Notices: No term or provision of this Equipment Finance Agreement ("Agreement") may be amended, altered, waived or discharged except by a written instrument signed by both parties to this Agreement. Any formal notice given pursuant to this Agreement shall be deemed given 2 business days after being placed with a reputable package delivery service for overnight delivery, postage prepaid, addressed to the recipient at its address set forth above or such other address as a party may designate by written notice to the other.

THIS AGREEMENT, THE TERMS OF WHICH HAVE BEEN FREELY NEGOTIATED BY EACH PARTY, IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OR FOLLOWING PAGE WHICH ARE MADE PART HEREOF AND WHICH DEBTOR AND SECURED PARTY ACKNOWLEDGE THEY HAVE READ AND ACCEPTED. THIS IS A NON-CANCELABLE AGREEMENT

DEBTOR: Water Wizards Irrigation, LLC	ACCEPTED BY SECURED PARTY: Main Street Business Capital, LLC
Signature: _____	By: _____
Printed Name: John Barry	Printed Name: Ross Stites
Title: Member	Title: SVP Credit

CONTINUING GUARANTY: The undersigned ("you", "your", jointly and severally if more than one) unconditionally guarantees to Main Street Business Capital, LLC and its assigns ("Main Street") the prompt payment and performance when due of all of the obligations of the lessee or debtor ("Obligor") under the Agreement referenced above and all related documents executed by the Obligor in connection with it (collectively with the Agreement, the "Agreements"). Main Street shall not be obligated to proceed against the Obligor, the property being financed under the Agreements or enforce any other remedy before proceeding against you to enforce this Continuing Guaranty ("Guaranty"). Notwithstanding any changes made to the Agreements in the course of Main Street's dealings with the Obligor, this Guaranty will remain in effect with respect to the Agreements as so changed even if you are not notified of the changes and will remain in effect even if the Agreements or any of them are no longer enforceable against the Obligor. You waive all presentments, demand for performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and all other notices to which you may have a right. You agree to pay Main Street all the expenses incurred by Main Street in enforcing this Guaranty. You may not assign this Guaranty without Main Street's written consent. This Guaranty shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of California without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of California in any action to enforce this Guaranty and you waive any right to assert this is an inconvenient forum. You consent to Main Street conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others. This Guaranty may be executed in separate counterparts which together shall constitute one and the same instrument.

Guarantor Signature: _____	Guarantor Signature: _____
Printed Name: John Barry	Printed Name: _____
Home Address: _____	Home Address: _____
Home Phone No.: _____	Home Phone No.: _____
Cell Phone No.: _____	Cell Phone No.: _____

AUTHORIZATION FOR PRE-AUTHORIZED PAYMENTS: Debtor hereby authorizes Main Street, its successors and assigns to automatically initiate and make debit entries (charges) to Debtor's bank account (and for Debtor's bank to accept and post such debit entries) indicated below for the payment of all amounts owed by Debtor to Main Street from time to time under or in connection with the above-referenced Agreement. Debtor understands and agrees that Main Street may impose a fee in the event Debtor's bank does not pay a debit entry. **This authority granted under this Authorization for Pre-authorized Payments is to remain in effect during the term of the Agreement, including all renewals and extensions, and Debtor acknowledges that if Debtor revokes such authority during the term of the Agreement Debtor shall be in default under the Agreement without the requirement of any prior notice from Main Street as a precondition for such default.** Any erroneous or incorrect charge will be corrected upon notification to Main Street. If corrections in the debit account are necessary, it may involve a credit or debit to Debtor's account. Debtor agrees that a facsimile or other copy of this Authorization, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

Bank Name:	People Bank	Acct Holder Name:	Water Wizards Irrigation LLC
Account No:	1427004322	ABA No:	221172186
Authorized Signor:			

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned hereby certifies: (i) that all of the Equipment to be finance pursuant to the Equipment Finance Agreement set forth above between Main Street and Debtor has been delivered to, and received by, the undersigned authorized representative of Debtor, (ii) the Equipment conforms in all respects to that ordered by the Debtor, (iii) its condition is satisfactory in all respects to the Debtor and (iv) that the Equipment is accepted by the Debtor under the Equipment Finance Agreement in all respects, and the undersigned hereby irrevocably directs Main Street to pay the Equipment suppliers the purchase price of the Equipment. By executing this Delivery and Acceptance Certificate the undersigned irrevocably acknowledges and agrees that the Debtor's non-terminable obligations under the Equipment Finance Agreement have commenced.

Authorized Signature: _____	Date: _____
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<p>1. Definitions: The words "you" and "your" refer to the DEBTOR, its successors and permitted assigns, as shown above or on the preceding page, as applicable (the "first page"). The words "we", "us" and "our" refer to the SECURED PARTY, its successors and assigns, as shown on the first page.</p>
<p>2. Acceptance: We agree to lend to you, and you agree to borrow from us, an amount for the financing of the Collateral as defined below, for the term shown on the first page ("Term"), which shall commence on the funding of the loan evidenced by this Agreement (the "Commencement Date"). We shall have no obligations under this Agreement whatsoever until we accept and sign this Agreement at our office and the satisfaction in our sole discretion of all conditions we may specify including our receipt of all documents we specify and evidence satisfactory to us in the form of a telephone audit, physical inspection or otherwise that all of the Collateral has been received, is in satisfactory condition and you have accepted the Collateral for all purposes under this Agreement.</p>
<p>3. Security Interest: You hereby grant to us a security interest under the Uniform Commercial Code ("UCC") in the equipment and other property described or referenced herein on the first page and all accessories and additions thereto and replacements thereof and all proceeds and products of the foregoing (collectively, the "Collateral"). Such security interest is granted to secure payment and performance by you of your obligations hereunder. All amounts received from you under this Agreement shall be applied towards your obligations to us hereunder as we determine.</p>
<p>4. Security Deposit: If you are in default for any reason under this Agreement, we have the right to apply the Security Deposit to any amounts due and owed to us. You agree that upon our demand you will replenish any amounts deducted from the Security Deposit and you agree that we may co-mingle any Security Deposit with our other assets. If you are not then in default under this Agreement, the Security Deposit will be returned to you, without interest, upon the final and indefeasible payment and performance of all of your obligations under this Agreement.</p>
<p>5. Payments: You promise to pay us the number of payments shown on the first page, each in the amount shown on the first page, commencing at the start of our billing cycle as specified by us in our sole discretion following the Commencement Date and continuing on the same day of each month thereafter during the Term (each a "Payment", and each day a Payment is due hereunder a "Payment Date"), without need of an invoice, together with all other amounts due from time to time by you hereunder. The total initial payment shall be paid upon your execution of this Agreement. If the contemplated transaction is not consummated, the total initial payment may be retained by us as partial compensation for costs and expenses incurred by us in preparation for the transaction. The amount of each Payment is based upon the total estimated cost of the Collateral, or the portion thereof being purchased with the proceeds of the loan evidenced hereby, you have provided to us and which is set forth on the first page. If the final cost of the Collateral (or the portion being purchased) we pay the supplier is higher or lower than that estimate, we will adjust the amount of each Payment proportionately higher or lower than the Payment amount specified as payable hereunder on the first page. You also agree to pay, when invoiced, an amount equal to 1/30th of the Payment amount for each day from and including the Commencement Date, to but excluding the first Payment Date. YOUR OBLIGATION TO MAKE PAYMENTS AND PAY OTHER AMOUNTS HEREUNDER IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ABATEMENT, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. Following the first Payment Date, the Term shall continue without interruption for the number of months indicated on the first page.</p>
<p>6. Location; Maintenance; Installation; Insurance: You agree to maintain records showing the location of each item of Collateral. You shall report each location to us upon our request and shall not change the location of the Collateral without our advance written consent. You are responsible for installing and keeping the Collateral in good working order. You shall not make any alterations, additions or improvements to the Collateral which detracts from its economic value or functional utility. If the Collateral is damaged or lost, you agree to continue making scheduled Payments unless we have received the Casualty Value pursuant to Section 11. You agree to keep the Collateral insured against loss during the Term and to have us named as loss payee and to obtain a general public liability insurance policy, in both cases in such coverage amounts as we may specify from time to time, from anyone who is acceptable to us. All such policies shall specify that they may not be terminated without 30 days prior written notice to the Secured Party. You agree to provide us with a certificate of insurance acceptable to us, before the Term begins, and upon our request during the Term. If at any time you fail to deliver to us a valid certificate of insurance reflecting such insurance as being in effect, then we will have the right, but no obligation, to have such insurance protecting us placed for the Term at your expense; and if so placed, we will add to the Payments and you will pay us our costs of obtaining such insurance and any customary charges or fees of ours.</p>
<p>7. Taxes and Fees; Indemnification: You agree to pay when due and to indemnify and hold us harmless from all taxes, fees, fines, interest and penalties, including, without limitation, personal property or documentary stamp taxes, ("Taxes") relating to the use or ownership of the Collateral or to this Agreement now or hereafter imposed, levied or assessed by any taxing authority. We may in our sole discretion, elect to pay any such Taxes directly to a taxing authority and if so you agree to reimburse us on our demand for any such Taxes paid on your behalf together with any filing or processing fee charged by us. If any taxing authority requires any Taxes to be paid in advance, and we pay such Taxes, we may increase the cost of the Collateral we are financing by such amount as described in Section 5 above thereby increasing the amount of each Payment to reflect the payment of such Taxes. You also agree to pay us and reimburse us for all costs and expenses in documenting and servicing this Agreement. You agree to indemnify and hold us harmless from any suits, claims, losses or damages we suffer in any way relating to the use or ownership of the Collateral. Your obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement. You agree to pay us fees in an amount in effect from time to time in connection with the documentation of the Agreement and any site inspection or lien search we deem necessary. You agree that all such fees and any insurance we obtain pursuant to the last sentence of Section 6 may not only cover our costs they may also include a profit.</p>
<p>8. Personal Property: The Collateral will be and shall remain personal property and, if requested by us, you will obtain real property waivers satisfactory to us. You shall keep the Collateral free from any and all liens and encumbrances other than those in our favor. You shall give us immediate notice of any attachment or other judicial process, liens or encumbrances affecting the Collateral. You hereby irrevocably authorize us and appoint us as your attorney-in-fact with the power to execute and to file this Agreement and any financing statement(s) or security agreement(s) with respect to the Collateral. If your signature on any financing statement or similar document is required by law, you shall execute such supplemental instruments and financing statements we deem to be necessary and advisable and shall otherwise cooperate to defend and perfect our interest in the Collateral by filing or otherwise. You also agree to pay us on demand filing and registration fees prescribed by the UCC or other law. Any Collateral that is subject to title or registration laws shall be titled and registered as directed by us.</p>
<p>9. Default; Remedies; Late Charges: If any one of the following events occur with respect to you or any Guarantor, you will be in default and we can exercise any of the remedies described below: (i) you fail to pay any Payment or other amount due under this Agreement, when due, (ii) you breach or fail to perform any of your other covenants and promises under this Agreement, (iii) you become insolvent, any action under the United States Bankruptcy Code is filed by or against you, make an assignment for the benefit of creditors, admit your inability to pay your debts as they become due, or if you terminate your entity existence or take any actions regarding the cessation or winding up of your business affairs. If you are in default, at our election, we can accelerate and require that you pay, as reasonable liquidated damages for loss of bargain, the "Accelerated Balance". The Accelerated Balance will be equal to the total of: (i) accrued and unpaid amounts then due under this Agreement, (ii) the remaining Payments discounted to their then present value at 4% per annum, and (iii) interest on the foregoing at the lower of 16% per annum or the highest rate allowed by applicable law if less from the due date thereof until received by us in cash. We can also pursue any of the remedies available to us under the UCC or any other law. In the event we seek to take possession of any part of the Collateral, you irrevocably waive to the fullest extent permitted by law any bonds, surety or security required by statute, court rule or otherwise as an incident of such possession. You agree to pay our reasonable attorneys' fees and actual costs incurred by us in enforcing our rights hereunder including repossession, storage, refurbishment and sale of the Collateral and collection costs, and all non-sufficient funds charges and similar charges. If any part of a payment is late, you agree to pay a late charge equal to the lesser of (a) the greater of 10% of the payment or \$25.00 or (b) the maximum amount permitted by applicable law. You also agree to pay a charge of \$35.00 for each check returned for non-sufficient funds or other reasons or if any ACH debit charge is not honored. Such charges will not be construed as interest but as reimbursement to us to cover administrative and overhead expenses related to the processing and collection of the late payment.</p>
<p>10. Assignment; Inspection: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, LEASE OR ENCUMBER THE COLLATERAL OR THIS AGREEMENT. We may sell, transfer, assign or encumber this Agreement, in whole or in part, without notice to you or your consent. You agree that if we sell, transfer, assign or encumber this Agreement, the assignee will have the rights and benefits that we assign to the assignee and will not have to perform any of our obligations. You agree that the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. We and our agents and representatives shall have the right at any time during regular business hours to inspect the Collateral and for the purpose to have access to the location of the Collateral.</p>
<p>11. Risk of Loss: You assume and shall bear the entire risk of loss, theft, damage and destruction of the Collateral from any cause whatsoever, and no loss, theft, damage or destruction of the Collateral shall relieve you of the obligation to make Payments or any other obligation under this Agreement. You shall promptly notify us in writing of such loss, theft, damage or destruction. If damage of any kind occurs to any item of Collateral, you, at our option, shall at your expense (a) place the Collateral in good repair, condition or working order, or (b) if the Collateral cannot be repaired or is lost, stolen or suffers a constructive loss under an insurance policy covering the Collateral, pay to us the "Casualty Value." The Casualty Value will be equal to the total of (i) accrued and unpaid amounts then due and owing, and (ii) the remaining Payments discounted to present value at 4%, in both cases as of the date the Casualty Value is received by us.</p>
<p>12. Choice of Law; Waiver of Jury Trial: Subject to the following sentence, this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of California. If any amount contracted for, charged or received in connection with this Agreement constitutes interest or regulated time-price differential governed by, not exempt from, and in excess of amounts lawfully permitted, under California law (the "Subject Amount"), then (i) if the law of state in which Debtor resides (as indicated in Debtor's address above; the "Debtor's State") would permit the lawful contracting for, charging or receipt of any part of the Subject Amount, then the parties agree that the law of Debtor's State shall govern as to the contracting for, charging and receipt of such interest or regulated time-price differential and (ii) if clause (i) preceding is not applicable, Secured Party shall make any necessary adjustments so as to eliminate such excess. Debtor agrees to provide Secured Party advance written notice and an opportunity to cure pursuant to the preceding sentence any contract, charge or receipt claimed by Debtor to be unlawful; and Secured Party may calculate maximum lawful amounts by amortizing, prorating, allocating reallocation, discounting, treating months as equal intervals, and spreading in each case to the fullest extent permitted by applicable law. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of California in any action or proceeding relating to this Agreement. YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING, AND YOU WAIVE ANY RIGHT TO ASSERT THIS IS AN INCONVENIENT FORUM.</p>
<p>13. Miscellaneous: During the Term, you agree to provide us with all financial statements and copies of tax returns as we may request. If we supply you with labels, you shall label any and all Collateral and shall keep the same affixed in a prominent place. If any provision hereof or any remedy herein provided is found to be invalid under any applicable law, the remaining provisions hereof, shall be given effect in accordance with the manifest intent hereof. The parties agree that each Payment includes interest. You agree that a waiver of breach will not be a waiver of any other subsequent breach, and that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. Section headings are for convenience and are not a part of this Agreement. You agree that by providing us with an email address or telephone number for a cellular or other wireless device, you expressly consent to receiving communications including email, voice and text messages from us or our affiliates or assigns at that email address or telephone number, and this express consent applies to each such email address or telephone number that you provide to us now or in the future and permits such communications regardless of their purpose. These calls and messages may incur access fees from your internet or wireless provider. You agree that the original of this Agreement may be electronically duplicated and a copy hereof may be introduced in lieu of the original thereof and without further foundation. The parties hereto expressly waive the secondary evidence rule. You agree that this Agreement will be binding upon your successors, permitted assigns, heirs and legal representatives. You authorize us to complete any blank in this instrument or in any document executed or delivered in connection herewith that contemplates a date by inserting a date deemed appropriate by us. Time is of the essence with respect to your obligations hereunder. If Debtor constitutes more than one person, you agree that the liability of each such person hereunder is joint and several. Any restrictive endorsement on any check you give us in payment of any amount due hereunder shall be void. You may not prepay this Agreement without our prior written consent. A facsimile or other copy of this Agreement, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. This Agreement may be executed in separate counterparts which together shall constitute one and the same instrument.</p>

SCHEDULE A

Center Motors, Inc.
230 Middle Turnpike West
Manchester, CT 06040

(1) Used 2006 Chevrolet Silverado Truck, VIN 1GCHK24U76E111324

AN ELECTRONIC VERSION OF THIS DOCUMENT SHALL BE CONSIDERED AN ORIGINAL.

SECURED PARTY: Main Street Business Capital, LLC

DEBTOR: Water Wizards Irrigation, LLC

BY: _____ BY: _____

TITLE: Ross Stites / SVP Credit TITLE: John Barry / Member

DATE: _____ DATE: _____

COMMENCEMENT AGREEMENT

Agreement No. 627710

Date:

You, the Customer, and Main Street Business Capital, LLC (“we”, “us”, “our”) have entered into the above referenced equipment lease, equipment finance agreement, secured loan or similar agreement (which may be one or more schedules to a master agreement) (“Agreement”) pursuant to which we will be financing the Equipment or Collateral as defined in and described in the Agreement (in either case “Equipment”) as set forth in this Commencement Agreement (“CA”). The Equipment is being delivered at various times and the vendor or vendors of the Equipment have to be paid for each item of Equipment at or before its delivery to you. You agree to commence the initial non-cancelable term of the Agreement immediately even though items of Equipment remain to be delivered to and accepted by you from one or more vendors.

NOW THEREFOR, you and we hereby agree as follows:

1. The term of the Agreement will commence on the date of this CA, with the interim term commencing on the date set forth above and the initial term commencing as provided in the Agreement. You acknowledge and agree that notwithstanding the fact that not all items of Equipment have been delivered to and accepted by you as of the date set forth above, the terms and conditions of the Agreement, including your obligation to pay all amounts of rent or debt service set forth in the Agreement, shall commence immediately and, except as otherwise specifically set forth in this CA, irrevocably.
2. You agree to inspect and accept for purposes of the Agreement all undelivered items of Equipment immediately upon their delivery to you. If, when delivered, an item of Equipment is damaged or non-conforming, you agree to cause the vendor in question to repair and/or replace any such item of Equipment and you agree to immediately accept any conforming replacement and/or repaired Equipment for all purposes under the Agreement while continuing to meet all of your payment and other obligations under the Agreement. Subject to Section 4 below, we agree to pay the vendor in question the purchase price of each item of Equipment as specified in the Agreement upon our receipt of satisfactory confirmation from you that the item of Equipment in question has been delivered to and accepted by you.
3. All amounts anticipated to be disbursed by us on your behalf that have not been disbursed as of the date of this CA will be deemed disbursed by us into a separate holding account for your benefit (“Account”), the contents of which shall be debited by the amount of each subsequent disbursement to vendor(s) as contemplated by this CA. To secure your obligations to us under the Agreement and this CA, you hereby grant to us a security interest in the contents of the Account and any proceeds.
4. The Agreement contemplates a pro-rata adjustment to the payments owed by you under the Agreement in the event the purchase price of the Equipment and other amounts, if any, paid by us on your behalf are higher or lower than those on which the payments set forth in the Agreement are based. Following the delivery and acceptance of all items of Equipment set forth in the Agreement, we shall make any necessary adjustments to the payments as contemplated by the Agreement. You agree that we will have no liability to you in the event we determine to terminate the funding of any vendor because we have determined, in our sole discretion, that there has been a material adverse change in your creditworthiness from that on which we based our approval of the Agreement. In any circumstance contemplated by the preceding sentence, we will continue the Agreement with the Equipment accepted by you and funded by us as of the date we determine to terminate funding the Agreement and we will reduce the amount of each payment of rent or debt service you owe under the Agreement proportionally, taking into account the higher payments made by you up to the date of that determination and any balance in the Account shall revert to us.
5. This CA sets forth the entire agreement of the parties with respect to its subject matter and it may only be amended by a written instrument executed by you and us. In the event of a conflict between this CA and the terms of the Agreement, the terms of this CA shall govern and control, provided however, except as explicitly set forth in Section 4 above, nothing set forth in this CA shall be deemed to affect your obligation to pay and perform all of your obligations as set forth in the Agreement without setoff, abatement or counterclaim. This CA shall terminate and be of no further force and effect following your acceptance and our funding of the last item of Equipment being financed under the Agreement. This CA will be governed by and construed in accordance with the laws of the State of California without reference to its principles of conflicts of laws.

You agree that a facsimile or other copy of this CA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

DEBTOR: Water Wizards Irrigation, LLC

SECURED PARTY: Main Street Business Capital, LLC

Signature:

By:

Printed Name: John Barry

Printed Name: Ross Stites

Title: Member

Title: SVP Credit

ADDENDUM PAY PROCEEDS DIRECTION

Debtor: WATER WIZARDS IRRIGATION, LLC

Secured Party: MAIN STREET BUSINESS CAPITAL, LLC

By signature below the Debtor hereby authorizes and instructs the Secured Party, and or its assigns to disburse the following amounts to the payees designated below:

<u>Payee Name</u>	<u>Amount</u>
CENTER MOTORS, INC.	\$10,136.31
<hr/>	
Total Amount to be Disbursed	<u>\$10,136.31</u>

Debtor hereby acknowledges and confirms its obligations under the EFA and any personal guarantee(s) executed by the undersigned.

Disbursement by the Secured Party, and or its assigns, in accordance with the foregoing instructions shall constitute payment to and receipt by Debtor of such disbursements.

AN ELECTRONIC VERSION OF THIS DOCUMENT SHALL BE CONSIDERED AN ORIGINAL

Debtor: WATER WIZARDS IRRIGATION, LLC

By: _____

Its: MEMBER AND INDIVIDUALLY

Date: _____

**LIMITED POWER OF ATTORNEY
TITLED EQUIPMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WATER WIZARDS IRRIGATION, LLC, located at 210 DALY RD, COVENTRY, CT 06238 being the buyer, seller, registered owner, legal owner or owner of the following described motor vehicle:

Make:	<u>CHEVROLET</u>	Model:	<u>SILVERADO</u>
Year:	<u>2006</u>	VIN:	<u>1GCHK24U76E111324</u>

does hereby constitute and appoint Financial Pacific Leasing, Inc., located at 3455 S. 344th Way, Suite 300, Federal Way, WA 98001, my/our true and lawful Attorney to sign in the name, place and stead of the undersigned, any Certificates of Ownership issued by the Division of Motor Vehicles of the State covering the vehicle described above in whatever manner necessary to transfer any registration, transfer or apply for any title, or add any lien to said vehicle as they may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take.

IN WITNESS WHEREOF, the undersigned does hereby set his hand and seal this

_____ day of _____, 2015 .
Day Month Year

SIGNED: **X** _____
JOHN BARRY

Subscribed and sworn to before me this _____ day of _____, 2015 .
Day Month Year

Notary Public for the State of _____
My Commission expires _____

**LIMITED POWER OF ATTORNEY
TITLED EQUIPMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WATER WIZARDS IRRIGATION, LLC, located at 210 DALY RD, COVENTRY, CT 06238 being the buyer, seller, registered owner, legal owner or owner of the following described motor vehicle:

Make:	<u>CHEVROLET</u>	Model:	<u>SILVERADO</u>
Year:	<u>2006</u>	VIN:	<u>1GCHK24U76E111324</u>

does hereby constitute and appoint Financial Pacific Leasing, Inc., located at 3455 S. 344th Way, Suite 300, Federal Way, WA 98001, my/our true and lawful Attorney to sign in the name, place and stead of the undersigned, any Certificates of Ownership issued by the Division of Motor Vehicles of the State covering the vehicle described above in whatever manner necessary to transfer any registration, transfer or apply for any title, or add any lien to said vehicle as they may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take.

IN WITNESS WHEREOF, the undersigned does hereby set his hand and seal this

_____ day of _____, 2015 .
Day Month Year

SIGNED: **X** _____
JOHN BARRY

Subscribed and sworn to before me this _____ day of _____, 2015 .
Day Month Year

Notary Public for the State of _____
My Commission expires _____

Main Street Business Capital, LLC

3 Hutton Centre Drive, Suite 400

Santa Ana, CA 92707

Page Number: 1
 Invoice Number: 627710
 Invoice Date: 9/22/2015
 Transaction: Water Wizards Irrigation

Water Wizards Irrigation

Account Summary			
Date	9/22/2015	Billing Reference	Water Wizards Irrigation
Customer Name	Date		Ledger
Water Wizards Irrigation	09/22/15	1st and last payment(s)	\$681.30
	09/22/15	Sales Tax	\$0.00
	09/22/15	Fees (documentation, site, UCC filing, prefund)	\$575.00
		Total amount due	\$1,256.30
		Less balance on file	\$1,201.24
		Total Amount Due	\$55.06

Remit to

Main Street Business Capital, LLC
 3 Hutton Centre Drive, Suite 400
 Santa Ana, CA 92707
 (714) 689-9417

Invoice Number: 627710
 Cust. Name: Water Wizards Irrigation
 Total Amount Due \$ 55.06

John Barry

Date

Above signature authorizes the debit or credit of this invoice balance to be remitted electronically on the due date.