

EQUIPMENT FINANCE AGREEMENT

("We" or "Us"): Marlin Leasing Corporation
300 Fellowship Road • Mt. Laurel, NJ 08054

Marlin Business Bank
P.O. Box 1626, Mt. Laurel, NJ 08054

phone: 888.479.9111 • fax: 888.479.1100 marlincapitalsolutions.com

DESCRIPTION OF FINANCED EQUIPMENT ("PRODUCTS") (Include quantity, make, model, serial number and accessories. Attach schedule if necessary.)

MUST BE COMPLETED

							App#	
CUSTOMER ("YOU")								
Company Name (Exac	ct business name):							
Address:								
	Street	Cit	ty		County	State	Zip	
Phone:	Email:	Federal T	ax ID#:		☐Corp. ☐Limited	Liability Corp.]Partnership ☐Prop.	
Products Location:					St	tate of Incorporati	on/Organization:	
Vendor:	dor: Address:							
Agreement Term (Mos.)	Total No. of Payments	Amount of Each Payment	Advance Rentals		Total Amount Financed	Security Deposit	Payment Frequency	
		\$	\$		\$	\$	☐ Monthly ☐ Quarterly	
		(Plus applicable taxes)	Firstand Last	month(s)			Other:	
TERMS OF AGREEN	MENT							

- 1. REQUEST FOR US TO ACQUIRE PRODUCTS FOR YOU. You (the Customer) wish to acquire certain Products from the Vendor identified above. You have come to Marlin and asked us to finance the Products for you. In exchange for our agreement to do this, you
- asked us to finance the Products for you. In exchange for our agreement to do this, you have agreed to the terms in this equipment finance agreement (the "Agreement"). We have given you an opportunity to discuss and negotiate these terms with us, and the following is the final version of our contract. If there is any information deleted from above, you give us permission to fill it in. This Agreement is not binding on us until we sign it.
- 2. THE PRODUCTS. We agree to finance for you, the Products identified above and on any schedules attached to this Agreement. This Agreement also covers any and all replacement Products, add-ons, substitutions or accessories (collectively referred to as the "Products"). The other details of the Agreement such as the Payment amount, the initial Agreement term and other matters are set forth in the boxes above.
- 3. YOUR SELECTION OF THE VENDOR AND THE PRODUCTS. You hereby acknowledge and agree that: (a) YOU SELECTED THE VENDOR AND THE PRODUCTS BASED ON YOUR OWN SKILL AND KNOWLEDGE. (b) WE DID NOT SELECT OR INSPECT THE PRODUCTS, HAVE NEVER SEEN THE PRODUCTS AND HAVE NO EXPERT KNOWLEDGE REGARDING THEM. (c) Prior to executing the Agreement, you received and approved the supply contract (if any) from the Vendor, and you are now advised hereby that you may have rights against the Vendor under the supply contract (if any) and that you may contact the Vendor for information about what your rights against the Vendor are (if any).
- 4. NO RIGHT TO CANCEL; OTHER IMPORTANT TERMS OF THE AGREEMENT. YOU AGREE AS FOLLOWS: (a) AGREEMENT CANNOT BE REVOKED; NO "TEST PERIOD." Because we are financing the Products for you at your request and cannot get a refund, this Agreement cannot be cancelled or revoked by you for any reason at any time, including but not limited to Products failure or defects, damage or loss. The Agreement cannot be prepaid except with our prior written permission on terms acceptable to us. There is no "test period" for the Products. (b) MARLIN IS NOT RELATED TO MANUFACTURER OR VENDOR; NO CLAIMS TO BE MADE AGAINST MARLIN. We are not related in any way to the Products manufacturer or Vendor. Neither the Vendor nor anyone else is an agent of ours, and no statement, representation, guarantee or warranty made by the Vendor or other person is binding on us or will affect your obligations to us. Only an executive officer of Marlin is authorized to waive or alter any of the terms of this Agreement, and then only in writing. If the Products fail to operate properly, or the Vendor or any other person fails to provide any installation, maintenance, or other service, you will make any complaint only against the Vendor or other person and not against us (either by way of a claim, counterclaim, defense or excuse to payment). (c) MARLIN MAKES NO WARRANTIES. The Products are financed by us to you "as is," "where is" and with any and all faults. We have made no statement, representation, or warranty regarding the Products. We disclaim all express and implied warranties, including without limitation any implied warranty of merchantability or fitness for a particular purpose. We shall transfer to you all express warranties, if any, made by the Vendor to us, but this does not imply that there are any such warranties. You may
- contact the Vendor to get a statement of all warranties, if any. (d) SOFTWARE. You agree that as to any software financed under this Agreement: we have not had, do not have, nor will have any title to such software but will have all rights of a secured party under the UCC and a continuing security interest in the license. (e) DISCLAIMER OF LIABILITY. We are not liable for any loss, damage (including lost profits, special damages or incidental or consequential damages) or injury to you, your employees or any other person or property caused by the Products. (f) Time is of the essence with respect to the obligations of Customer under this Agreement. (g) Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction.

 5. PAYMENT AMOUNT; INTERIM RENT; LATE FEE; DOCUMENTATION FEE. The
- 5. PAYMENT AMOUNT; INTERIM RENT; LATE FEE; DOCUMENTATION FEE. The monthly or other periodic Payment you have agreed to pay is stated above. The Payment amount is based on like term interest rate swap rates (the "Index Rate") and it may be adjusted based on the Index Rate in effect at the time we pay for the Products. In addition, you agree that we may adjust the Payment amount above if the final Products cost varies by up to 15% from the amount the Payment was based upon. You also agree to pay a partial payment (interim rent) covering the period between the delivery date and the date the first regular Payment is due. If we do not receive your Payment of any amount due under this Agreement by its due date, there will be a late fee equal 15% of the late amount (or, if less, the maximum amount allowable under applicable law), which you agree is a reasonable estimate of the costs we incur with respect to late Payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you a one-time documentation fee up to \$500. You agree to pay (i) a convenience fee for any Payment you elect to make by telephone and (ii) a charge of \$30 if any Payment made by ACH or check is dishonored or returned.
- **6. AGREEMENT COMMENCEMENT AND TERM.** This Agreement will commence when the Products are delivered to you and will continue for the entire Agreement term plus any interim rent period and any renewal term. The monthly (or other periodic) due date will be established by us. The due date for the first regular rental Payment will also be established by us; however, it will not be greater than 30 days from the date on which the Products were delivered to you.
- 7. ADVANCE PAYMENT(S) AND/OR SECURITY DEPOSIT. You have paid us one or more advance payments and/or a security deposit in the amount(s) indicated above. If the Agreement does not commence for reasons other than our own negligence, we may retain such monies to compensate us for our credit and other administrative costs. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under the Agreement have been met in full.

(Agreement continues on Page 2)

USPA FEDERAL LAW DISCLOSURE - www.marlinfinance.com/USPA

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACCEPTANCE OF AGREEMENT THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS

PER THE ARRANGEMENT WITH YOUR VENDOR, YOU HEREBY DIRECT THAT WE PAY YOUR VENDOR FOR THE PRODUCTS, NOTWITHSTANDING THAT YOU HAVE NOT RECEIVED SOME OR ALL OF THE PRODUCTS AND/OR NOT ALL OF THE PRODUCTS HAVE BEEN INSTALLED (WHERE APPLICABLE) AND ACCEPTED BY YOU. YOU AGREE THAT ANY ISSUES YOU MAY HAVE CONCERNING THE DELIVERY, INSTALLATION, IMPLEMENTATION AND/OR QUALITY OF THE PRODUCTS WILL BE RESOLVED EXCLUSIVELY BETWEEN YOU AND THE VENDOR. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, WE WILL COMMENCE THE AGREEMENT, YOUR PAYMENT OBLIGATIONS TO US UNDER THIS AGREEMENT ARE NON-CANCELABLE AND IRREVOCABLE AND YOU WILL BE RESPONSIBLE TO MAKE ALL PAYMENTS AND COMPLY WITH ALL OTHER TERMS AND CONDITIONS UNDER THE AGREEMENT.

X				
Authorized Signature	Name and Title (Please F	Name and Title (Please Print)		
X				
Accepted and Signed by Marlin	Print Name of Signer	Title	Date	

TERMS OF AGREEMENT (continued)

- 8. PRODUCTS DELIVERY AND USE. You understand and agree that we are not responsible for packaging, delivery, installation or testing of the Products. You (and/or the Vendor, if you have made such arrangements with the Vendor) are responsible for all such matters. You agree that you will not have any complaint against us if the Vendor or any other person improperly packages the Products or delays in delivering or installing them. YOU REPRESENT TO US THAT THE PRODUCTS WILL BE USED ONLY FOR COMMERCIAL, BUSINESS OR AGRICULTURAL PURPOSES, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. You shall not allow any liens or encumbrances (for example, a mechanic's lien) to be placed on the Equipment. In addition, you agree not to attach the Products to any realty or otherwise permit to become a "fixture" to real estate or a structure thereon, nor will you trade it in, make alterations to it, sell or dispose of it without our prior written permission prior to the end of the Agreement term. You shall not allow any liens or encumbrances (for example, a mechanic's lien) to be placed on the Products. You will keep and use the Products only at the address listed above, you will not move or return them and will not allow the Products to be used outside of the United States.
- 9. MAINTENANCE AND SERVICE. You agree that we are not responsible for installation, maintenance, repairs or service to the Products. You agree to use the Products strictly in the manner for which it is intended by the manufacturer, and you shall maintain the Products in good operating order. Your Payments may include amounts you owe to the Vendor under a separate maintenance, service and/or supply arrangement. We may invoice such amounts on the Vendor's behalf for your convenience. You agree that any claims related to maintenance, service or supplies will not impact your obligation to pay us the full amount due under the Agreement.
- 10. AGREEMENT ASSIGNMENT; SUBLEASE OF PRODUCTS. You agree that you may not assign, transfer or sell any of your rights or interests under the Agreement to any other person or entity, nor may you sublease or rent any of the Products to any other person or entity. However, you agree that we may assign, transfer, sell, pledge or otherwise encumber any or all of our rights and interests under this Agreement (including our rights and interests in the Products) to any other person or entity (including a bank or other secured party or a buyer) (collectively, a "third party") without prior notice to you. Such third party may also assign, transfer, sell, pledge or otherwise encumber its rights and interests. In this event, you agree that such third party, or its assignee or transferee, will receive all the rights and interests we had under the Agreement but none of our obligations or liabilities, if any. We will continue to be responsible for all such liabilities and will retain and honor all such obligations, if any, You promise and agree that you will not assert any claims, counterclaims, defenses or setoffs against such third party. You hereby acknowledge that any transfer of our rights and/or interests to a third party would not materially change your obligations under the Agreement or increase your risks.
- 11. DAMAGE TO PRODUCTS; RISK OF LOSS OF PRODUCTS; INSURANCE. You agree that we are not liable or responsible for any damage to the Products, or any loss of or casualty to the Products from any cause whatsoever. NO SUCH DAMAGE, CASUALTY OR LOSS WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THE AGREEMENT. You will notify us in writing within 5 days of any item becoming lost, stolen or damaged. If any item is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item, you will promptly pay us, within 10 days of our demand, an amount equal to Lessor's Loss as defined in Section 16 with respect to such item at the time of payment based on the proportion that the original cost of such item bears to the total cost of all items. Upon payment of such amount to us, such item shall become free of Marlin's lien, we will transfer to you, without recourse or warranty, all of our rights and interest therein, the rent with respect to such item will terminate, and the rental payments on the remaining items will be reduced accordingly. You shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received will be credited to your obligation under this section and you will be entitled to any surplus. Whenever the Products is damaged and such damage can be repaired, you shall, at your expense, promptly effect such repairs as we deem necessary for compliance with section 9 above. You must maintain acceptable liability insurance with a minimum limit of \$1 million per occurrence naming us as "additional insured". You must keep the Products insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee" with a Lender's Loss Payable endorsement for the entire term of the Agreement. If you do not give us proof of the required insurance within 30 days after the Agreement commences (or within 30 days of any subsequent renewal date), the
- 12. TAXES AND CERTAIN FEES RELATING TO THE AGREEMENT OF THE PRODUCTS. You agree and understand that the amounts we are charging you to finance the Products do NOT cover taxes, governmental fees and similar types of costs. Accordingly, you agree to pay us upon demand for all taxes (including but not limited to sales, use and other taxes), administrative costs and other charges and fees relating to this Agreement or to the Products. We may adjust this Agreement and the monthly (or other periodic) Payment amount to finance for you any taxes due at Agreement inception. We may bill you based on our estimate of the taxes or based on actual assessments we receive. We may charge you an annual tax administration fee up to \$25 for the payments we make on your behalf.
- 13. SECURITY INTEREST. You hereby grant us a first priority, purchase money security interest in the Products and the Products' proceeds to secure our obligations under this Agreement. You authorize us and our agents to file Uniform Commercial Code ("UCC") Financing Statements recording such security interest. You will provide any landlord or mortgagee waivers we request, and you agree to take any other action we request to protect our interest in the Products and our rights under this Agreement.
- 14. YOUR REPRESENTATIONS TO US. The person signing this Agreement on behalf of the Customer hereby represents and warrants to Marlin that: This Agreement has been authorized by any and all action required of the corporation, partnership, limited liability company or other form of business (whichever applies in your case), and no consent of any other person or entity is necessary; the lessee entity has complete power to enter into this Agreement, and the person signing on behalf of the lessee has been authorized to do so; the Agreement is a legal, valid and binding obligation of the lessee entity, and enforceable against the lessee in accordance with its terms; all factual statements made in this Agreement

- and all other information supplied to us by the lessee entity or your representatives, is accurate and complete in all material respects. All prior conversations, agreements and representations relating to this Agreement or the Products are integrated herein. You will promptly execute and deliver to us such further documents and take such further action as we may request in order to carry out more effectively the intent and purpose of this Agreement.
- 15. DEFAULT DEFINED. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any rental Payment or pay any other amount due under this Agreement by its due date; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; or (c) you become deceased (if the lessee entity under this Agreement is one or more natural persons), go out of business, admit your inability to pay your debts as they fall due, become insolvent, make an assignment for the benefit of your creditors, file (or have filed against you) a petition in bankruptcy, a trustee or receiver of your business assets is appointed, or you sell all or substantially all of such assets; (d) you allow a controlling interest in the Customer (you) to be sold, transferred, or assigned to any person(s) or entity(ies) other than those who hold a controlling interest as of the date hereof whether by merger, sale or otherwise; (e) you enter into any merger or reorganization in which the Customer is not the surviving entity; or (f) you allow a Blocked Person to have ownership interest in or control of Customer. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Marlin, to be a person with whom Marlin is not permitted to extend credit to or with regard to whom, a lessee relationship may result in penalties against Marlin or limitations on a le
- 16. OUR REMEDIES UPON DEFAULT. In the event you default under this Agreement, as defined above, we will have the right to take ANY OR ALL of the following actions, in addition to any and all other remedies that may be available to us under law: (a) terminate the Agreement without prior notice or warning to you; (b) directly debit, via the Automated Clearing House (ACH) system, any Payment(s) due or amounts owed to us from any bank account(s) we have on file for you or that you may provide us with from time to time and, in doing so, you agree to be bound by NACHA Operating Rules; (c) file a lawsuit against you to collect the Lessor's Loss. "Lessor's Loss" means the sum of (1) all past due rent Payments then due plus (2) all rent Payments that will become due in the future during the unexpired term discounted from the dates the respective rent Payments would be due at a discounted rate of 3% per annum, plus (3) the "residual value" of the Products as determined by us in our sole but reasonable judgment, plus (4) all other fees, charges or amounts that are then due. You agree to pay all of our reasonable legal costs, including but not limited to reasonable attorney's fees, and/or reasonable overhead for employee time spent on preparing for suit or attempting to collect Payments; and/or (d) repossess or disable the Products or apply to a court for an order allowing repossession. In this event, you agree that, after the Products is repossessed or disabled, you will have no further rights in the Products, and you agree we may resell, re-lease or otherwise remarket the Products without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to disable, repossess, resell, re-lease or otherwise remarket the Products at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law. No delay or omission on our part in exercising any rights hereunder shall operate as a waiver of any of our r
- 17. PERSONAL JURISDICTION OVER YOU IN PENNSYLVANIA, PLACE FOR ANY LAWSUIT. You hereby acknowledge that this Agreement was accepted by us in Pennsylvania, where we maintain an office, and it did not take effect until we received the executed legal documents in our Pennsylvania office. Accordingly, YOU AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU AGREE THAT ANY SUIT RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT IN PENNSYLVANIA, AND YOU IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND WAIVE ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT OR IMPROPER FORUM. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred. We and you have agreed that a scanned, facsimile or electronic copy of this Agreement and of the signatures of both parties shall be as valid, authentic and legally binding as an original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and the execution of the Agreement. Our copy of this Agreement will be deemed chattel paper and evidence your monetary obligation to us. Any written notice hereunder to Customer or Marlin shall be deemed to have been given when delivered personally or deposited with a recognized overnight courier service or in the United States mail, postage prepaid, addressed to recipient at its address set forth on the first page of this Agreement or at such other address as may be last known to the sender.
- **18. OTHER INDEMNIFICATION.** You understand that we have no control over your use of the Products and for the amount of rent we are charging we cannot agree to accept any financial, liability or other risks relating to the use or ownership of the Products. Accordingly, you agree to hold us harmless, indemnify (pay or reimburse) and defend us against all claims, liabilities, losses, suits, proceedings, damages, costs (including reasonable legal fees) relating to this Agreement or to the use or ownership of the Products, including but not limited to claims for death or injury to persons and claims for property damage. This duty to indemnify shall survive the termination of this Agreement.

BIOLASE FINANCIAL	Personal Guaranty				
Powered by Marlin ("We" or "Us"): www.marlinfnance.com	Marlin Leasing Corporation 300 Fellowship Road • Mt. Laurel, NJ 0805 phone: 888-479-9111 • fax: 888-479-1100	or Marlin Business Bank 4 P.O. Box 1626 • Mt. Laurel, NJ 08054 phone: 801-453-1722			
Agreement App #:	Customer Name:				
cancelled. He/she also understands that he/she person represents that he/she is one of the owner.	ally bound by this personal guaranty (this "Guara is entering into a personal financial obligation in fers, officers or directors of the Customer or will other lin would not enter into the Agreement without fire	favor of the entity identified above ("Marlin"). Each erwise benefit from the Agreement identified above			
unconditionally, guarantees to Marlin the prom and all performance obligations of the Custome	t, each person signing below hereby individually, p pt payment of all Agreement payments and other ar or under the Agreement, including but not limited to esents that he or she has read the Agreement and un	mounts owed by the Customer under the Agreemer costs of enforcement of the Agreement and Marlin'			
of the creation and existence of the Agreement signing below agrees that Marlin may proceed agrees that this guaranty will be enforceable Settlements, renewals, extensions of time and cagrees to be subject to legal proceedings in tijurisdiction and any suit relating to this Guarant person signing below expressly consents and a on any appeal and in any other proceeding). Eabe as valid and binding as an original and will be estates, heirs, successors and assigns of the une Without Marlin's prior written consent, undersperson or entity. Each person signing below authem with Marlin's affiliates, designees, and agrees that he/she selocked Person. "Blocked Person" means any Office of Foreign Assets Control ("OFAC") of property or interests in property are blocked by department of the United States government or of	shall not become a Blocked Person or own or hold, person or entity that is now or at any time (A) on a the United States Department of the Treasury or any OFAC or who is subject to sanctions imposed by (C) otherwise designated by the United States or any n is not permitted to extend credit to or with regar	a guarantor or accommodation party. Each perso out first proceeding against the Customer, and als bankruptcy or otherwise cannot or does not paying on each such person signing below. Each person grees that this guaranty shall be governed by such signing below waives the right to trial by jury. Each ich shall include any fees incurred before or at trial coversion of this Guaranty and the signature(s) shanty. This Guaranty shall be binding upon the parties dies' estates, heirs, successors and assigns of Marlinguaranty or all or substantially all of its assets to an aredit evaluation and collection purposes and to share directly or indirectly, any ownership interest in an list of Specially Designated Nationals issued by the sy sectoral sanctions identification list, or (B) whos law, including any executive order of any branch or regulator having jurisdiction or regulatory oversights.			
Signature of Guarantor #1 & Date	Signature of Guarantor #2 & Date	Signature of Guarantor #3 & Date			
Print Name	Print Name	Print Name			
Social Security #	Social Security #	Social Security #			
	L COMMUNITY: The undersigned Guarantor repry and that a material economic benefit will accrue to				
Signature of Guarantor #1 & Date	Signature of Guarantor #2 & Date	Signature of Guarantor #3 & Date			
	TEXICO AND WASHINGTON RESIDENTS ON ot signing above as a Guarantor consents to this Guahis/her separate property.				
Signature of Spouse #1 & Date	Signature of Spouse #2 & Date	Signature of Spouse #3 & Date			

Print Name

Print Name

Personal Guaranty - Document #LAM-0115-03.2017

Print Name