

Progress Payments Rider

This Progress Payments Rider (this "**Rider**") is attached to and made a part of that certain **Non Cancellable Commercial Equipment Lease Agreement**, Lease Authorization Number _____ (the "**Lease**") dated as of _____ (the "**Agreement**"), by and between _____ ("**Lessee**") and **TimePayment Corp.** ("**Lessor**"). All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to in the Agreement. To the extent the terms set forth in this Rider differ or conflict with any of the terms set forth in the Agreement, the terms set forth in this Rider shall control.

In order to facilitate the delivery of the Equipment described in the Agreement (the "**Equipment**"), Lessee has requested that Lessor pay to the supplier of the Equipment (the "**Vendor**"), from time to time and in accordance with the terms and provisions of the Vendor's purchase order or agreement related to the Equipment, all or a portion of the purchase price and/or related charges for such Equipment in advance of the Commencement Date (as defined in the Agreement), and Lessor hereby agrees to make such progress payments to the Vendor upon the terms and conditions contained in this Rider and in the Agreement.

If: (a) all of the Equipment has not been delivered to and accepted by the Lessee under the Agreement for any reason within 90 days of payment of the progress payment; or (b) Lessee shall cancel its order for any of the Equipment or shall fail to unconditionally accept any of the Equipment upon delivery from Vendor or fail to execute any and all documentation required by the Lessor in connection therewith; or (c) Vendor shall fail and/or be unable to deliver the Equipment pursuant to any purchase order or agreement, or to convey good and marketable title to the Equipment free and clear of all liens, claims, security interests and encumbrances; or (d) a default occurs hereunder or under the Agreement; then the Lessee shall be deemed to be in default under this Rider and under the Agreement and shall pay to Lessor, on **DEMAND**, an amount equal to the aggregate amount of all progress payments theretofore made by the Lessor to the Vendor, together with interest (from the date of the advance of such progress payment by the Lessor to the Vendor) at a rate of interest equal to the lesser of: (a) 1.5% per month; or (b) the maximum rate of interest allowable under then applicable law. In addition, in the event any amount due hereunder is not paid when due, then Lessee agrees to pay an administrative and late charge equal to the lesser of: (a) fifteen percent (15%) on and in addition to the amount of such overdue amount; or (b) the maximum charges allowable under applicable law. The Lessee acknowledges and agrees that time is of the essence in the payment and performance of the obligations due and owing under this Rider and the Agreement. Upon payment in full of the foregoing amounts, together with the payment of any other amounts due and payable pursuant to the Agreement, Lessor shall assign to the Lessee any rights which Lessor may have with respect to the Equipment, and, except as otherwise set forth in this Rider or in the Agreement, all obligations of Lessor and Lessee with respect to such Equipment shall cease.

Lessee further agrees that it will indemnify, defend and hold harmless the Lessor from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, of every kind and nature whatsoever, in any way arising out of, in connection with, or resulting from this Rider, the Lease, any purchase order or agreement related to the Equipment or the enforcement of any of the foregoing, or any item of Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation or return of the Equipment, and any taxes for which Lessee is responsible in connection therewith. Lessee's obligations under this paragraph shall survive expiration or termination of this Rider or the Agreement notwithstanding any other provision herein contained. Nothing herein shall be construed as a waiver or limitation of any rights of Lessor under the Agreement.

Dated this _____ day of _____, 200 _____.

Lessor:

Lessee:

TimePayment Corp.

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____