

GREEN FUNDING AGREEMENT

TITAN LED's Green Funding program allows your business to use the monthly energy savings your LED lighting upgrade provides, to pay for the project without having to invest capital up front. After the term is over, 100% of the energy savings generated by the LED lighting goes straight to the client. At the end of the term, clients may also choose to upgrade/refresh their lighting as LED technology continues to evolve.

Please Remember:

- 1) Provide a copy of a valid Driver's License for each signor
- 2) Sign as your name appears on your Driver's License (this is in lieu of notarized signatures)
- 3) Doc fee/Admin fee check totaling \$175.00 payable to TITAN LED, INC.





LIGHTING SOLUTIONS								
EQUIPMENT FI	IN	NANCE AGREEMENT						
BORROWER: (hereinafter referred to as 'you' or 'your')		DBA:			Federal Tax ID#			
Address:		City: Stat	e:	Zip:	Phone :			
SECURED PARTY/ LENDER: NAVITAS CREDIT CORP. (hereafter referred to as 'Us' or 'We')		VENDOR: TITAN LED, INC.	AGREEMENT		- #			
Equipment Description / Quantity / Serial #	(Ver	rendor is not an agent of Secured Party nor is Vendor authorized to waiv						
Equipment Description / Quantity / Serial #		Term in Months:	First	Payment:	\$ 0.00			
See Invoice/Sales Order, Dated Equipment Location (if different than above address)		Monthly Payments: 2 @ \$50.00	Documentation Fee: Initial Amount Due:		\$ 175.00			
Equipment Location (if different than above address)		2 @			\$ 175.00			
		@	Amo	unt Financed:	\$			
TERMS AND CONDITIONS (PAGE 1 OF 2) 1. AGREEMENT: You want to acquire the above equipment ("Equipment") from a vendor selection.	•							
by you ('Vendor') and have requested that we finance the purcha'se price for you. unconditionally promise to pay us the sum of all of the monthly payments indicated above or on schedule ('Payments') and you agree to all of the terms stated in this Agreement. You authorize to insert any Equipment serial numbers and other identification data and any other omitted facts to correct obvious errors. We may adjust the monthly payment amount to finance any taxes du the inception of this Agreement or if the actual cost of the Equipment is less than 10% highe lower than the amount that the Payment amount was based on. At our discretion we may apply amounts received from you to any amount you owe under this Agreement. 2. TERM: This Agreement shall become effective and shall commence only after you direct u make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreem and we make the initial disbursement or any later date that we designate ("Commencement Dat The term of this Agreement shall terminate upon the date that all of your payment and o obligations have been paid and satisfied in full ("Term"). The Initial Amount Due shall be due on Commencement Date and subsequent monthly payments are due on the day we select, payabla a location to be designated by us. YOUR OBLIGATION TO PAY ALL PAYMENTS AND OTT OBLIGATIONS TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, S OFF, DEFENSE OR COUNTERCLAIM. THIS AGREEMENT MAY NOT BE CANCELED FOR A SATISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER. We have the right, but not obligation, to electronically withdraw funds from your bank account to pay for any unpaid Payme or other amounts due hereunder. You will provide us with any bank account information we require norder to process electronic payments. 3. EQUIPMENT: You agree that you are the owner of and have title to the Equipment, exclude any software. By signing the Pay Proceeds Direction at the end of this Agreement, you authorize to pay your Vendor, either as a prepayment to your Vendor to ini	n a ze i	any NON-INFRINGMENT, MERCHANTABI ORDINARY USE IN CONNECTION WI person is our agent, nor are they author end and the person is our agent, nor are they author service agreement the cost of which is party to such agreements and are not requipment. If you have a dispute with y matter, you must continue to perform all the person is our agent to such agreements and are not requipment. If you have a dispute with y matter, you must continue to perform all the person in the Equipment without notify Party will have the same rights and ber our obligations, (ii) the rights of the new or setoffs that you may have against the defenses or setoffs whatsoever against the defenses or setoffs whatsoever against the defenses or setoffs whatsoever against the defense of the security of the remaining balance of the security of	LITY, TH	OR FITNESS FOI HIS AGREEMENT to waive or change endor or other perations to us. If yoe din the Paymen sible for any serviendor about deliver obligations, hereu SELL, TRANSFIDER THIS AGRIFOT THIS AGRIF	R A PARTICULAR PURPOSE OF. Neither the Vendor nor any othe e any term of this Agreement. No son is binding on us. No breach by ou entered into a maintenance of ts, you acknowledge we are not a ce, repairs, or maintenance of the y, installation, service or any othe nder. ER, ASSIGN OR LEASE THE EMENT WITHOUT OUR PRIOF eement or any part of it and/or ou that if we do, (i) the new Secured bout will not have to perform any o be subject to any claims, defenses iii) you will not assert any claims Party. Il your obligations hereunder, you win as "Security Deposit". We have any time to any amount you owe greement, we will return to you any the security deposit separate from the			
By signing this Agreement you acknowledge that you have read and understand the term	ns	s and conditions on each page of this Agr			ant that the person signing this			
Agreement on your behalf has the authority to do so and to grant the power of attorney s I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:	se	et forth in Section 13 of this Agreement. ACCEPTED BY SECURED PARTY: 1		-				
X: Date Signed:		By:			Accepted:			
(signature)		(signature)		Duto				
Print Name & Title:		Print Name & Title:						
UNCONDITIONAL GUARANTY: For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, seve or otherwise, and that we would not enter into this Agreement without this Guaranty. You uncor	'e" 'er	", "our" and "us" refer to the Secured Party, o eral and continuing guaranty. You agree that y ditionally guaranty that the Borrower will fully	ur suo you ha	ccessors or assign ave an interest in the promptly pay all its	s. You acknowledge that you have ne Borrower's business, economic s obligations under the Agreemen			

or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY. This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

 X:
 Date Signed:
 X:
 Date Signed:

 (Signature)
 (Signature)

 Print Name:
 Print Name:

TERMS AND CONDITIONS (PAGE 2 OF 2) - PLEASE READ CAREFULLY BEFORE SIGNING

- 8. TAXES: You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.
- 9. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.
- 10. <u>INSURANCE:</u> You agree to maintain comprehensive liability insurance acceptable to us. You also agree to maintain insurance against the loss of or damage to the Equipment for an amount not less than the replacement cost and name us and our assigns as loss payee. If you fail to timely provide such proof to us, we may, but are not obligated to, obtain property loss insurance to protect our interests in the Equipment. If we secure insurance in the form and amounts we deem reasonable:(i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be fully protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).
- 11. **DEFAULT:** You will be in default if: (i) you do not pay any amount when due; (ii) you break any of your promises or representations hereunder or under any other agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding: (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) any guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.
- 12. <u>REMEDIES:</u> In the event of a default by you, we can: (i) cancel this Agreement; (ii) declare you in default under any other agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.
- 13. BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS: You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

- 14. FEES AND CHARGES: If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.
- 15. <u>ENTIRE AGREEMENT; CHANGES:</u> This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.
- 16. <u>COMPLIANCE</u>; NOTICES: In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.
- 17. CHOICE OF LAW; JURISDICTION: THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.
- 18. <u>MISCELLANEOUS:</u> No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

X	Print Name & Title:	Date Signed:
(signature)		
I hereby authorize, in my absence,	Telephone #	to verify my direction to disburse funds.
Vendor: TITAN LED INC	Vendor:	Vendor



AUTHORIZATION FOR PREPAYMENT OF SUPPLIER, EQUIPMENT ACCEPTANCE AND CONTRACT ACTIVATION

COMPANY LEGAL NAME:		
COMPANY BILLING ADDRE		
CONTRACT GUARANTOR:		
CONTRACT GUARANTON.		
Please provide your	Federal Tax ID Number	
Please enter the last	4 digits of your Social Security Number	r
Activation for your newly fir	anced equipment with Navitas Cred	repayment of Supplier, Equipment Acceptance and Contract it Corp. By authorizing us to release funds below, we will fund er to allow for delivery of the equipment and initiate the non-
VENDOR AND EQUIPMENT Vendor Name: Equipment being financed:	Titan LED, Inc. LED Lighting Equipment	
		-
Equipment Location:		
Is the above Equipment	ent Location(s) the correct equipment lo	ocation(s)? Yes or No (circle)
If no, enter t	he Equipment Location address here:	
 Is the above address 	the correct Billing location?	Yes or No (circle)
If no, enter t	he Billing Location address here:	
Do you authorize us to	elease all funds to your vendor prior to equi	ipment delivery? Yes or No (circle)
		n here:
cancellable contract. You here		size that the contract does begin in full and that it is a non- agreements with the vendor regarding your obligation under the s.
Please see the chart below for date that does not coincide with	payments will be drafted and the next your approximate due date or circle the	draft from your account will be next month on your due date. ne date that would work for you. Please note, if you choose a due be drafted on the next due date. For example if the deal funds on be drafted October 1st.
Eundir	ng Date	Due Date
29th -		1st of the Month
6th -		10th of the Month
13th - 23rd -		15th of the Month 25th of the Month
23IU -	2011	23th of the Month
INVOICING		
		Yes or No (circle)
If yes, what	is your preferred email address?	
Who should we contain	act for any Accounts Payable issues?	
Accounts Pa	ayable Phone Number:	
		herein. If applicable, you authorize Secured Party to make such
changes to your contract. The	original of this Agreement shall be that	t copy which bears your electronic, facsimile or original signature.

Name

Title

Date Signed

Signature



GREEN FUNDING QUALIFICATION FORM

COMPANY INFORMATION							
Company (Legal Name):			Fed Tax ID#				
Company Address:		City:	State:	Zip:			
Telephone:	Equ	uipment Location:	Owned	Lease/Rent (Please Check One)			
Equipment Address:		City:	State:	Zip:			
No Years in Business:	Business Type: Pro	prietorshipLl	LC Corporation	Non-Profit (Please Check One)			
PERSONAL INFORMATION: OWNERSHIP (IF CLOSELY HELD COMPANY)							
1) Legal Name:		Title:		% Owned:			
Home Address:		_ City:	State:	_ Zip:			
Social Security No:	Cell Phone:		E-mail:				
2) Legal Name:		Title:		% Owned:			
Home Address:		_ City:	State:	_Zip:			
Social Security No:	Cell Phone:		E-mail:				

TITAN LED Green Funding Philosophy:

Our Green Funding program allows your business to *use the monthly energy savings* your LED lighting upgrade provides to pay for the project without having to invest capital up front. After the term is over, 100% of the energy savings generated by the LED lighting goes straight to the client. At the end of the term, clients may also choose to upgrade/refresh their lighting as LED technology continues to evolve.

Made in the U.S.A:

Headquartered in Phoenix, Arizona, Titan LED is a US based Manufacturer/OEM specializing in Energy Efficient and Clean Tech LED lighting solutions. TITAN LED's are 75% more efficient than traditional lighting, producing more light with less heat. Products are up to 96% recyclable and are mercury free. They are built for great longevity with life spans up to 155,000 hrs and include up to 12-year warranties. No ballast, No noise, Low degradation, and High durability eliminates costly and wasteful maintenance expenditures. We manufacture our lights using the most innovative technologies and engineering available in the LED space and we pioneer that innovation in house.

VERIFY LEGAL NAME OF BUSINESS ENTITY BY STATE: http://www.e-secretaryofstate.com/
Use "entity search" under the appropriate state