

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee
3. When filing is to be with more than one office, Form 2 may be placed over this set to avoid double typing.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8 or 8" x 10. Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

<p>1 Debtor(s) (Last Name First) and address(es) Richard W. Baumann, O.D. 1532 Highway 395 P.O. Box 878 Gardnerville, NV 89410</p>	<p>2 Secured Party(ies) and address(es) Trans Leasing International 3000 Dundee Road Northbrook, IL 60062</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office) 06469</p>
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4 This financing statement covers the following types (or items) of property:

- 1 Topcon OMC 10 chair
- 1 Topcon IS 40 stand
- 1 Topcon GE slit lamp
- 1 Haag Streit R Model tonometer

#86-6696-87-265 - Micro

5 ASSIGNEE OF SECURED PARTY

6 Complete only when filing with Judge of Probate:
The initial indebtedness secured by the financing statement is \$ _____

Check If covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: _____

Filed with: County Clerk - Douglas County, NV

Richard W. Baumann, O.D.

Trans Leasing International

By: See attached document
Signature(s) of Debtor(s)

By: *Jill D. Harris*
Asst. V.P.
Signature of Secured Party **149900**
Jill D. Harris

(STANDARD)
(1) FILING OFFICER COPY—ALPHABETICAL

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TRANS LEASING INTERNATIONAL®

3000 Dundee Road, Northbrook, Illinois 60062

Area Code 312-272-1000

LEASE NO: Always Refer To

86-6696-87-265

800-323-1180 - TOLL FREE

LESSEE

NAME AND ADDRESS OF SUPPLIER

NAME **Richard W. Baumann, O.D.**
 ADDRESS **1532 Highway 395**
 CITY **Post Office Box 870**
 STATE **Carderwillo, NV 89410**
 COUNTY **#1533 Douglas County**

R.G. Optekare
Box 21 East Side Lane
Coldville, CA 96107

(CHECK ONE) CORPORATION PARTNERSHIP PROPRIETORSHIP

NAME AND PHONE # OF PERSON TO CONTACT **(702) 702-5129**

SUPPLIER'S NAME AND PHONE # **Ron Gleason (916) 495-2956**

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION	PRICE
1	ONE 10 Chair	1,967.90
1	#1549 Stand	3,426.57
1	Topcon CE 5118 Lamp	4,236.91
1	R Model Terminator	675.50
		N/A
		SALES TAX (IF APPLICABLE)

TERMS OF LEASE PAYMENT		EQUIPMENT LOCATION: IF OTHER THAN ABOVE ADDRESS OF APPLICANT		TOTAL COST		10,335.94
LEASE PAYMENT... 252.52				LESSEE'S DEPOSIT		RENEWAL TERMS RENTAL - PAYABLE ANNUALLY IN ADVANCE
RENTAL TAX IF APPLICABLE... 14.52		PAYMENTS WILL BE MADE	EFFECTIVE DATE OF LEASE	INITIAL TERM OF LEASE (No. Months)	NO. OF LEASE PAYMENTS	
INSURANCE COST IF APPLICABLE... 267.04		Mo. X	1/31/87	60	60	
TOTAL PAYMENT... 267.04	PER PERIOD			267.04	0.00	267.04

TERMS AND CONDITIONS OF LEASE

- LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the EQUIPMENT Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as EQUIPMENT.
- RENTALS.** During and for the original term hereof LESSEE hereby agrees to pay LESSOR as and for rental of the EQUIPMENT the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the LEASE is executed by the LESSEE, the LESSOR shall insert the effective date of this LEASE which shall be the expected date of delivery of EQUIPMENT. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods as the effective date of this LEASE. All payments shall be made at the office of the LESSOR at 3000 Dundee Road, Northbrook, Illinois 60062, or as otherwise directed by the LESSOR in writing.
- SECURITY DEPOSIT.** At the LESSOR'S option any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE in which event LESSEE shall promptly restore the security deposit to its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.
- WARRANTIES.** LESSOR will request the supplier to authorize LESSEE to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to LESSEE or LESSOR. BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. The Lessee also acknowledges that the Lessor has made no representation or warranty of any kind, nature or description, express or implied, with respect to the Equipment.
- TERM AND RENEWAL.** The original term of this LEASE shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this LEASE on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this LEASE for additional periods of one year each beginning the day following the date of termination of the original term of this LEASE and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance. During any such renewal period, all of the provisions of this LEASE shall govern except original term rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON CANCELLABLE LEASE THIS 21st DAY OF Jan 19 87

THE PARTIES BELOW EXECUTE THIS LEASE AS CO-LESSEES HEREUNDER NAME OF LESSEES

ACCEPTED 1/16 19 87

1. Richard Baumann O.D.

SIGNATURE X [Signature]

TITLE [Signature] Seal (INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

TRANS LEASING INTERNATIONAL Lessor

BY [Signature]

TITLE [Signature]

2. SIGNATURE X _____

TITLE _____ Seal

(INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

SIGNATURE X [Signature]

(INDIVIDUALLY WITH PERSONAL LIABILITY)

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6. **EQUIPMENT AND LIABILITY.** LESSOR, at the request of LESSEE, has ordered or shall order the EQUIPMENT described above from a supplier selected by LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages, if, for any reason, supplier fails to accept such order or delays or fails to fill the order. LESSEE agrees to accept such EQUIPMENT and authorizes LESSOR to add the serial number of the EQUIPMENT to this LEASE.

LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any EQUIPMENT leased hereunder, or the use or maintenance thereof, the repair, servicing or adjustment thereof, or for any delay or failure to provide any thereof, any interruption of service or loss of use of the EQUIPMENT, or for any loss of business or damage whatsoever and howsoever caused.

7. **ERRORS IN ESTIMATED COST.** As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the EQUIPMENT to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten percent (10%) thereof, however, either party at its option may terminate this LEASE by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or the corrected rent.

8. **PLACE OF USE.** LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the EQUIPMENT by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the EQUIPMENT or any part thereof to others for their own use.

9. **USE AND RETURN OF EQUIPMENT.** The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration of termination of this LEASE, LESSEE at its own expense shall forthwith properly pack and return the EQUIPMENT to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, reasonable wear and tear alone excepted. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR.

10. **INSURANCE.** LESSEE shall at its own expense keep the EQUIPMENT insured against such risks, in such amounts, including the amount of the replacement value of the EQUIPMENT, in and with such companies as LESSOR shall determine. Said insurance shall provide for loss, if any, payable to the LESSOR. LESSEE shall have no Pro Rata Interest in any such policies or the proceeds thereof. Subject to the provisions of paragraph 21 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward the replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged EQUIPMENT, this LEASE shall continue in full force and effect. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for or the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed.

11. **TAXES.** The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the EQUIPMENT or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property taxes, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

12. **TITLE.** All said EQUIPMENT shall remain personal property and the title thereto shall remain with the LESSOR, exclusively. LESSEE shall keep the EQUIPMENT free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the EQUIPMENT and shall indemnify and save LESSOR harmless from any loss or damage caused thereby.

13. **FILED.** LESSEE hereby authorizes LESSOR to file this LEASE, any financing statements or security agreements with respect to the EQUIPMENT or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this LEASE, in any state of the United States. LESSEE further authorizes LESSOR to file such LEASE, financing statement or security agreement without the signature of LESSEE thereon. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

14. **RIGHT OF INSPECTION.** The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the EQUIPMENT and for that purpose to have access to the location of the EQUIPMENT.

15. **NON-WAIVER.** LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

16. **POSSESSION.** LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said EQUIPMENT free from all encumbrances, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peaceably and quietly hold, and use the EQUIPMENT during said term without hindrance.

17. **DEFAULT.** If LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this LEASE required to be observed, kept or performed by LESSEE, or if LESSEE ceases doing business as a going concern, or if a petition is filed by or against LESSEE under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for LESSEE or its property, or if LESSEE commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if LESSEE, without LESSOR'S prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, or if LESSOR deems itself insecure, then LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (b) To sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent due and to become due during the term of this LEASE, as well as all attorneys' fees and other expenses incurred by LESSOR in an attempt to enforce the provisions of this LEASE; (c) To sue for and recover damages for the LESSEE'S default; or (d) To take possession of any or all items of EQUIPMENT without demand or notice whenever same may be located without any Court Order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, the LESSOR at its option may (i) lease repossessed EQUIPMENT or any part thereof to any third party on such terms and conditions as the LESSOR may determine or (ii) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or at private sale and may credit the amount so realized less all expenses, including attorneys' fees, incurred in connection with such disposition to the unpaid balance of rent due and to become due and hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its original obligation hereunder unless LESSOR expressly so notifies LESSEE in writing. In addition, the LESSOR shall have upon default such other and further remedies and rights as may be available at law by reason of the LESSEE'S default.

18. **ASSIGNMENTS.** Neither this LEASE or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this LEASE or any part thereof. If LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rents as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rents due hereunder shall be payable to Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment, shall abide thereby and make payments as may therein be directed. Following such assignments, the term "LESSOR" shall be deemed to include or refer to LESSOR'S Assignee, provided that no such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

19. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

20. **LIABILITY.** LESSEE shall indemnify and save LESSOR harmless from any and all claims, actions, proceedings, expenses, damages and liabilities including attorneys' fees arising in connection with the EQUIPMENT including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing, return and any acts of the LESSEE in failing to maintain the EQUIPMENT IN GOOD REPAIR.

21. **RISK OF LOSS.** LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rent or any other obligation of this LEASE and this LEASE shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, or (b) replace the same with like EQUIPMENT of the same or later model in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT or items thereof so paid for, and LESSEE thereupon shall become entitled thereto as if where-is, without warranty, express or implied, with respect to any matter whatsoever.

22. **MISCELLANEOUS.** All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This LEASE is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this LEASE, the liability of each shall be joint and several.

Delinquent installments of rental shall bear interest at the highest lawful rate. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of EQUIPMENT and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Trans Leasing International, LESSOR". In the event this lease is placed in the hands of an attorney to recover any monies due and to become due hereunder and/or for the possession of the equipment, LESSEE shall pay to LESSOR the sum of 15% of the balance due hereunder, if permitted by law, as attorneys' fees and in no event less than \$50.00.

23. This agreement shall be deemed to have been made and executed in Cook County, Illinois, regardless of the order in which the signatures of the parties shall be affixed hereto and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Illinois. The LESSEE hereby designates Richard Grossman, 3000 Dundee Road, Northbrook, Illinois 60062 as agent for the purpose of accepting service of any process within the State of Illinois, and the said agent agrees to forward by certified mail any process served upon him to the LESSEE at its address as set forth above.

24. **SEVERABILITY.** If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

25. **ENTIRE AGREEMENT WAIVER.** This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.

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COPY

REQUESTED BY
Trans Leasing International
IN OFFICIAL RECORDS OF
COUNTY OF NEVADA

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SUZANNE BEAUFREAU
RECORDER

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