

5 West Hargett. St. | 4th Floor Raleigh, NC 27601 Telephone: 919-443-2404 info@themadisonenergygroup.com

Equipment Lease / Purchase Contract

Thi	s Equipment Lease Agreement (the" Agreement") is made and effective on this day of this month of
	, 2019, by and between Madison Energy Partners, Inc (DBA The Madison Energy Group, LLC) e "MEG"), a company organized and existing under the laws of the State of North Carolina, with its main office ated at 5 West Hargett Street, 4th Floor, Raleigh, North Carolina 27601 and (the "Client"), an individual or corporation organized and existing
un	der the laws of the State of, with its main office located at
In (consideration of the promises and other terms and conditions set forth herein, the Parties agree as follows:
1.	Equipment and Services. MEG will provide and install the equipment (the "Equipment") known as EnerG ² and IntelliHVAC in Client's named facility(ies) to be designated by Client.
2.	Acceptance. The execution of this Agreement constitutes acceptance of the terms herein.
3.	<u>Term</u> . The term of this Agreement commences on the date Equipment is delivered and terminates at the expiration of Months (see Addendum – page 10).
4.	<u>Project Finance Total.</u> The total of the project being financed has been calculated at
5.	<u>Down Payment</u> . The initial down payment required is equivalent to the first lease payment _\$
6.	Monthly Payments. Payments will be made via check, credit card recurring monthly and will occur on no later than the 5 th of each month. Each monthly payment has been calculated at plus applicable tax. (See addendum – page 11 for payment information).
7.	<u>Early Buy-out Option</u> . At any time from the date of commencement, Client will have the option to buy out this Agreement by paying the remaining balance less a 5% discount to be applied to the balance.

8. Change Orders/Additional Equipment. During installation, it may become apparent that either less or

install coordinated and MEG will recalculate the finance purchase payment accordingly. Also, should

additional equipment is needed. Should this occur, the necessary additions or subtractions will be made and

compatibility issues arise regarding thermostats on the equipment being installed on, MEG agrees to supply



said thermostats at their wholesale cost as follows: HVAC thermostats - \$195 each | Refrigeration thermostats - \$149 each.

- 9. Maintenance. For the entire duration of the Term, Client shall be responsible for damage to the Equipment, except to the extent caused by or through MEG. Subject to MEG's maintenance obligations, Client shall maintain the Equipment in as good operating condition as when delivered to Client hereunder, ordinary wear and tear resulting from proper use alone excepted. Client also agrees to maintain their HVAC and Refrigeration equipment in good working order during the term in order to ensure Equipment is able to operate correctly and provide the expected energy savings.
- 10. Energy Efficiency Savings Estimate. Any estimated percentage of savings provided by MEG in connection with this Agreement represents MEG's reasonable expectation of the savings Client may be able to achieve through the installation and operation of the Equipment in accordance with its specifications. The estimated savings is being provided by MEG for information purposes only and is not guaranteed. Client acknowledges and agrees that actual savings may deviate based on Customer's actual usage patterns and operation as well as other extrinsic factors.
- 11. <u>End of Term.</u> Upon the expiration of the Term and receipt of all payments, MEG shall be deemed to have conveyed the Equipment to Client effective as of such date, as-is, where-is, and with MEG's lifetime warranties.
- 12. Title, Personal Property, Location and Liens. During the term of the Agreement client will not directly or indirectly create, incur, assume or allow to exist any lien, claim or encumbrance (each, a "Lien") on or with respect to the Equipment except such Liens as may arise through the acts or omissions of MEG. Customer, at its own expense, will promptly pay, satisfy or otherwise take such actions as may be necessary to keep the Equipment free and clear of any and all such Liens. The Equipment is and shall at all times shall remain personal property notwithstanding how it or any item thereof may now be or hereafter become affixed, attached, imbedded in resting upon real property or any improvement thereof. If requested by MEG, Client will promptly obtain and deliver to MEG waivers of interest or Liens in form satisfactory to MEG from all persons or entities claiming any interest in the real property or improvements where a Equipment is installed or located. The Equipment shall at all times during the Service Term be kept at the Facilities designated on Schedule A and shall not be removed therefrom or released from the possession of the Client without MEG's prior written consent. MEG may, at Customer's expense, attach markings to the Equipment indicating the MEG's ownership thereof. All equipment, software, upgrades, parts and replacements for or which are added to or become attached to or a part of a Equipment shall be deemed incorporated into the Equipment and become the property of MEG without further action on its part.
- 13. <u>Alterations</u>. Client will not modify the Equipment in any way without the prior written consent of MEG.
- 14. <u>Taxes</u>. During the term of the Agreement client shall also be responsible for, as and when due, and shall indemnify and hold MEG harmless from and against all present and future taxes and other governmental charges, or any increases therein (including, without limitation, sales, use, leasing and stamp taxes and license and registration fees) and amounts in lieu of such taxes and charges and any penalties or interest on any of the foregoing, imposed, levied upon, in connection with, or as a result of the purchase, ownership, delivery, possession or use of a Equipment, or based upon or measured by the Services or Payments. Client shall not, however, be obligated to pay any taxes on or measured by MEG's net income or net worth. Client authorizes



MEG to add to the amount of each Payment any sales, use or other tax that may be imposed on or measured by such Payment. Client shall pay MEG on demand as additional rent for each Equipment: (i) the amount of the personal property tax required to be paid by MEG as owner of such Equipment, (ii) an administrative fee for processing tax returns, assessments and payments, and (iii) interest thereon at the highest legal rate allowed from the date due until fully paid. In the event Client does not pay all sums specified above, MEG has the right, but not the obligation, to pay the same. If MEG shall so pay any of the aforementioned, then the Client shall remit such amount with the next Payment. In addition, MEG reserves the right to estimate any taxes to be paid hereunder and to invoice Client for said sum prior to such taxes being due to the appropriate authority.

- 15. <u>Risk of Loss</u>. Client hereby assumes and shall bear the entire risk of loss, destruction or damage to the Equipment from any and every cause whatsoever ("Casualty") during the Service, whether or not insured. A Casualty shall not relieve Client from any obligation under this Agreement.
- 16. Events of Default. "Event of Default" shall mean any one or more of the following: (a) Client shall fail to pay any periodic Payment when due; (b) Client shall fail to pay any other Payment when due and such failure is not cured within 10 days of such due date; (c) Client shall fail to perform or observe any of the remedies set forth in Section 17; (d) Client shall fail to perform or observe any other covenant, condition or agreement and such failure is not cured within 30 days after notice; (e) Client or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") shall enter into any transaction of merger or consolidation in which it is not the surviving entity or sell, transfer or otherwise dispose of all or substantially all of its assets; (f)(i) Client or any Guarantor shall commence any action: (A) for relief under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors; or (B) seeking appointment of a receiver, custodian or other similar official for it or for its assets or making a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Client or Guarantor any action of a nature referred to in subsection 14(f)(i)(A) that results in the entry of an order for relief or any such other relief and remains un-dismissed or un-discharged for a period of 30 days after the occurrence of such event; (g) Client or any Guarantor shall die or (if an entity) liquidate or dissolve itself or be liquidated, dissolved or terminated by statute or otherwise; (h) Any representation or warranty made by Client or any Guarantor or otherwise furnished MEG in connection with this Agreement shall prove at any time to have been untrue or misleading in any material respect; (i) Client or any Guarantor defaults on any indebtedness for borrowed money, lease, or installment sale obligation, in each case when any applicable grace period for such obligation has expired and regardless of whether such indebtedness has been accelerated or the applicable lender, lessor or creditor has commenced to exercise any remedy; (j) Client shall be in default, after any grace or cure period, under any agreement of which MEG or any of its affiliates is a party or beneficiary; or (k) the pledge, transfer, sale or other exchange of a controlling interest in the ownership of Client or any Guarantor.
- 17. Remedies. Upon the occurrence of any Event of Default, MEG may exercise any one or more of the following remedies: (a) suspend or discontinue performance of Services without liability; (b) Declare the Accelerated Value immediately due and payable and similarly accelerate the balances due under any other Agreement and agreements between Client and MEG without notice or demand; (c) Charge Client interest on all monies due MEG at the rate of eighteen percent (18%) per annum from the date of default until indefeasibly paid in full, but in no event more than the maximum rate permitted by law; (d) Require Client to gather all or any part of the Equipment at Customer's expense, at a place reasonably designated by MEG; (e) Remove and take possession of any or all items of Equipment, without demand or notice, wherever same may be located, with or without any court order or pre-taking hearing or other process of law; and (f) exercise any other remedy



available to MEG at law or in equity. MEG may, at its option, use, ship, store or repair any or all items of the Equipment so removed and shall sell, lease or otherwise dispose of any such Equipment at a private or public sale. In the event MEG disposes of the Equipment, MEG shall give Client credit for any sums received by MEG from the sale or lease of the Equipment after deduction of the expenses of sale or lease with such sums discounted at the implicit rate of interest, if appropriate. All remedies of MEG hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. In addition, Client shall be responsible for all costs and expenses incurred by MEG in the exercise of its remedies hereunder, including without limitation, reasonable attorneys' fees and removal costs and agrees to hold MEG harmless from and against all claims except those resulting from the gross negligence or willful misconduct of MEG. No failure on the part of the MEG to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement. A waiver of default shall not be a waiver of any other or subsequent default. MEG's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

- 18. Client Insurance. During the term of the Agreement client shall at all times insure the Equipment against all risks of loss or damage from every cause including, without limitation, loss by fire, mysterious disappearance, natural disasters and such other risks of loss as are customarily insured against for goods and Equipment of the type subject to this Agreement by businesses of the type in which Client is engaged and in an amount not less than the replacement cost of the Equipment without deductible and without co-insurance. Client shall also obtain and maintain comprehensive public liability insurance covering liability for bodily injury, including death, and property damage resulting from the use, operation or return of the Equipment with a combined single limit of not less than \$1,000,000 per occurrence. All such insurance will be in a form, in an amount and with companies reasonably satisfactory to MEG. MEG, its successors or assigns, shall be the sole named lender loss payee (or equivalent) with respect to the property insurance for the Equipment and shall be named as an additional insured on the public liability insurance. Client shall deliver to MEG documents evidencing: (a) the insurance required hereby and (b) an endorsement to the policy or policies required hereunder requiring the related insurer to provide MEG with not less than 30 days' prior written notice of the effective date of any material alteration, cancellation or non-renewal of a policy. Client hereby irrevocably appoints MEG as Customer's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Client shall fail to procure, maintain, and pay for such insurance, MEG shall, in addition to its other rights hereunder, have the right, but not the obligation, to obtain such insurance on behalf of and at the expense of Client and MEG may charge Client an incremental fee which incremental fee may include a profit.
- 19. <u>Security Interest; UCC Filings</u>. Client grants MEG a security interest in the Equipment (and all accessions thereto and substitutions therefore) and the proceeds from the sale, lease or other disposition of the Equipment to secure all indebtedness owing under the Agreement. Client authorizes MEG to file a financing statement or equivalent document (and any and all amendments thereto) with respect to the Equipment and hereby appoints MEG as Customer's attorney-in-fact to do all acts or things that MEG may deem necessary to protect MEG's title and interest hereunder. The Parties agree that any filing of a financing statement under the UCC or other applicable law is for precautionary purposes to give public notice of MEG's ownership of the Equipment only and shall not be construed as evidence of a transfer of title in the Equipment to Client or a secured transaction.



- 20. Representations. Client represents and warrants to MEG that (a) the Client is duly organized, validly existing and in good standing under the applicable laws of its jurisdiction of organization; (b) this Agreement is a genuine, legal, valid and binding obligation of Customer, enforceable against Client in accordance with its terms, subject to applicable bankruptcy and other similar laws affecting creditor's rights generally, and the execution, delivery and performance of this Agreement will not violate or create a default under any law (including any applicable usury law, regulation, judgment, order, instrument, agreement or charter document binding on Client or its property); (c) this Agreement has been duly authorized, executed, and delivered by Customer; (d) each individual executing this Agreement has the authority to bind Customer; (e) any and all financial information furnished to MEG by Client is and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles; (f) under the laws of the state in which the Equipment is to be located, the Equipment consists solely of personal property and not a fixture; (g) the address stated below the signature of Client is the chief place of business and chief executive office of Client and has been so for the last five years; (h) upon request Client will provide MEG with Customer's financial statements or filed tax returns if its financial statements are unaudited, as soon as available, but not more than 120 days from its fiscal year end; (i) no information contained in the Agreement or any other documents or written materials furnished by or on behalf of the Client to MEG pursuant to the terms hereof contains any untrue or inaccurate statement of a material fact or omits to state a material fact necessary to make the statement contained herein or therein not misleading in light of the circumstance under which made; and (j) the Equipment will be used for solely business purposes and not for personal or household purposes.
- 21. Assignment. During the term of the Agreement client may not assign this Agreement or the rights hereunder, or sublease or lend the Equipment without MEG's prior written consent. No assignment or sublease shall relieve Client of its obligations hereunder and Client shall remain primarily liable for such obligations. Any sale, assignment, transfer, encumbrance, delegation or sublease of the Equipment or the property upon which the Equipment is located by Client not consented to by MEG shall be void ab initio. MEG may at any time assign all or part of any interest in the Equipment, the Payments or this Agreement or grant security interests in the Equipment and/or the MEG's rights in this Agreement. In such event, all provisions hereof for the benefit of MEG shall inure to the benefit of and be exercised by or on behalf of such assignee and its assigns ("Assignee"), but Assignee shall not be liable for or be required to perform any of MEG's obligations hereunder and MEG shall retain all such obligations; and Assignee shall have the right, but not the obligation, to cure any default by MEG. Client agrees that (i) it will not assert any such defenses, set-offs, counterclaims and claims against any Assignee that Client may have against MEG at any time; and (ii) any such assignment shall not materially change Customer's duties or obligations hereunder nor materially increase Customer's risks or burdens. Subject always to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. As between Client and any Assignee:
 - a. CUSTOMER'S OBLIGATION TO MAKE THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE CLAIMS AGAINST ASSIGNEE OR MEG. CLIENT ACKNOWLEDGES THAT ASSIGNEE IS NOT RESPONSIBLE FOR PROVIDING ANY SERVICES.
 - b. CLIENT ACKNOWLEDGES THAT ASSIGNEE HAS NO EXPERTISE OR SPECIAL FAMILIARITY ABOUT OR WITH RESPECT TO THE EQUIPMENT; THE EQUIPMENT IS PROVIDED "AS-IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CLIENT AND IS SUITABLE FOR CUSTOMER'S PURPOSES AND THAT ASSIGNEE HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ASSIGNEE DISCLAIMS ANY

LIABILITY FOR LOSS, DAMAGE OR INJURY TO CLIENT OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE; CLIENT WAIVES SUCH WARRANTIES, RIGHTS AND REMEDIES OR OTHER APPLICABLE LAW WITH RESPECT TO THE EQUIPMENT, INCLUDING ITS FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, FREEDOM FROM LATENT DEFECTS (WHETHER OR NOT DISCOVERABLE), OR COMPLIANCE WITH APPLICABLE LAW. If the Equipment is not properly installed, maintained, does not operate as represented or warranted, or is unsatisfactory for any reason, Client shall make any claim on account thereof solely against MEG or the relevant supplier. So long as Client is not in breach or default of this Agreement or any Lease hereunder, Assignee hereby assigns to Customer, solely for the purpose of making and prosecuting any such claim, any rights which Assignee may have against MEG or the supplier for breach of warranty or other representation respecting any item of the Equipment and Client shall hold any proceeds of such claim in trust for application as required by this Agreement.

- Client assumes and agrees to indemnify, defend and keep harmless Assignee, its agents and employees (each, an "Indemnitee") from and against any and all losses, damages, injuries, claims, demands and expenses, including without limitation, legal expenses (other than such as may directly and proximately result from the gross negligence or willful misconduct of such Indemnitee), arising on account of the ownership, operation or return of the Equipment or any portion thereof including, without limitation, any environmental, strict liability and infringement claims. Assignee shall give Client prompt notice of any claim or liability hereby indemnified against; provided, however, that the failure to deliver such prompt notice shall not release the Client from any of its obligations to indemnify hereunder. After Client has provided a written acknowledgment of its obligation to indemnify hereunder, Client shall be entitled to control the defense of a claim with counsel consented to by MEG, so long as no Event of Default (as hereinafter defined) is outstanding and such claim does not seek material relief against any Indemnitee or its property (other than the Equipment). REGARDLESS OF CAUSE, CLIENT WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST ASSIGNEE FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL ASSIGNEE BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST CLIENT IN ANY ACTION FOR INFRINGEMENT OF ANY TRADEMARK, PATENT OR COPYRIGHT.
- d. Upon reasonable notice, Assignee shall have the right to inspect the Equipment and all maintenance and business records related thereto during Customer's normal business hours.
- e. Client hereby consents to and agrees to the (non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania) with respect to any provision or dispute arising under this Agreement. Client agrees that service of process in any action or proceeding may be duly affected upon Client by mailing such process via certified mail, return receipt requested or as otherwise provided under applicable law. ASSIGNEE AND CLIENT EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT. Section 25 hereof shall not be binding on Assignee.

22. Miscellaneous.

a. General. All paragraph headings are inserted for reference purposes only and shall not affect the interpretation or meaning of this Agreement. Client will promptly execute and deliver to MEG such further documents, instruments and assurances and take such further action as MEG from time to time may reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of MEG hereunder or thereunder. Client shall provide not less than 30 days advance written notice to MEG of any change in its name, address



of its chief executive office or its state of organization. Client acknowledges and agrees that in executing this Agreement it has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties, or representations, if any, by MEG, or any salesperson, employee, representative or agent of the MEG, have not been relied upon. Client irrevocably authorizes MEG to fill in descriptive information in this Agreement that is left blank and to correct obvious errors in this Agreement or any exhibit or attachment hereto.

- b. Notices. Notices, requests or other communications required under the Agreement to be sent to either party shall be in writing and shall be by: (a) United States first class mail, postage prepaid, and addressed to the other party at the address specified above (or to such other address as such party shall have designated by proper notice), (b) personal delivery, or (c) overnight delivery by a nationally recognized courier. Any such notice shall be effective when received.
- c. Electronic Signature. If this agreement has been provided electronically, customer's electronic signature will constitute its acknowledgement and agreement to do business and receive all related records electronically, including, without limitation, electronic forms of delivery and acceptance certificates, if required by contractor. At contractor's option, contractor may require an ink signature.
- d. Warranty Recoveries. All proceeds of any warranty recovery by Client with respect to the Equipment shall first be used to repair, maintain, replace or upgrade the Equipment and Client shall promptly notify Assignee of any such warranty recovery.
- e. Choice of Law. This Agreement shall be shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and, as applicable, the Electronic Signatures in Global and National Commerce Act.
- f. Entire Agreement; Severability; Survival. This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter thereof. No term or provision of this Agreement be modified unless set forth in writing and signed by both Parties. Any provision of this Agreement which for any reason may be held unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument. Sections 3, 10, 1, 13, 14, 21, 22 and 23 shall survive termination.
- 23. <u>Dispute Resolution</u>. If any controversy or claim arises between Client and Contractor out of or related to this Agreement, the parties agree to use a jointly appointed mediator in accordance with the American Arbitration Association Commercial Mediation Rules, with fees of the mediator being shared equally by the Parties.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date first above written. An electronic version of this Agreement and/or any delivery and acceptance certificate with electronic signatures may be treated as an original and will be admissible as evidence thereof.

	Energy Partners Inc Madison Energy Group	Client:			
Ву:		Ву:			
Name:	William M. Geist	Name:			
Title:	Chief Executive Officer	Title:			
Address:	5 West Hargett St. 4 th Floor Raleigh, NC 27601	Address:			



Schedule A

- 1. Equipment. [EnerG² Walk-in coolers and freezers] [IntelliHVAC HVAC RTU's]
- 2. <u>Products</u>. [EnerG² Refrigeration Energy Efficiency Retrofit Component] [IntelliHVAC HVAC Efficiency Retrofit Component]
- 3. Facilities. [Locations to be supplied by client]



Addendum - Lease Qualification and Schedule

Term	EnerG ² Lease		EnerG ² Final Cost		IntelliHVAC Lease		IntelliHVAC Final Cost		Qualification	
6 Months	\$	110.00	\$	660.00	\$	180.00	\$	1,080.00		< \$10,000
12 Months	\$	55.00	\$	660.00	\$	90.00	\$	1,080.00	\$10	,000 - \$50,000
24 Months	\$	30.00	\$	720.00	\$	50.00	\$	1,200.00		> \$50,000
nstall per Location	\$	350.00								



PAYMENT AUTHORIZATION CONSENT FORM

Your Payment(s) will be automatically of	cnarged to y	our visa, Master	Card, Discover, C	or American Express Card.
I/we	·) Credit/Del	oit Card (select o	ne) indicated belo	Madison Energy Group LLC, hereinafter called bw. I (we) acknowledge that the origination of e provisions of U.S. law.
Cardholder Phone #:		Cardholde	er Email Address	:
For Credit/Debit Cards (circle one):	Visa	MasterCard	Discover	AMEX
Name on Card:				
Card Account #				
Card Expiration Date:			CVV C	ode:
Billing Street Address:				
Billing City:		Billi	ng State:	Zip Code:
Description of Services Provided by ME	G:			
Single, paid in full transaction amount:	N	I/A	or N	Monthly Payment Schedule Below:
Each Payment Amount: \$	# /Months	:: Da	ay of Each Month	for Payment:5th
Date of First Monthly Payment:		Date	of Final Monthly	Payment:
credit card authorization is to remain in t	full force and	d effect until MEG	has received wi	greement is credit voucher. I/we understand this ritten notification from me/us of its termination at as to afford MEG a reasonable opportunity to ac
Signature (Principal):				Date
Name (Principal):				