



STERLING NATIONAL BANK

Lease says see Schedule on next page . . .

Lease Tax I.D. # _____

Lease No. 8596

Supplier (Name & Address) Medicus 11700 Old Katy Road, Suite 1300 Houston, TX 77079	PAYMENT DATE: SCHEDULE OF PAYMENTS: Sixty (60) Monthly Payments of \$ 994.99 plus applicable sales tax PAYABLE AT SIGNING OF LEASE: <table border="0"> <tr> <td><input type="checkbox"/> First and Last. Total Payment</td> <td>\$ _____</td> </tr> <tr> <td><input checked="" type="checkbox"/> First Only</td> <td>\$ 994.99</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td>\$ _____</td> </tr> </table>	<input type="checkbox"/> First and Last. Total Payment	\$ _____	<input checked="" type="checkbox"/> First Only	\$ 994.99	<input type="checkbox"/> Other	\$ _____
<input type="checkbox"/> First and Last. Total Payment	\$ _____						
<input checked="" type="checkbox"/> First Only	\$ 994.99						
<input type="checkbox"/> Other	\$ _____						
Equipment Location: 801 East 9400 South Sandy, UT 84092	PURCHASE AGREEMENT: <table border="0"> <tr> <td><input type="checkbox"/> Fair Market Value</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> \$1.00</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Purchase at _____ % of original cost</td> <td></td> </tr> </table>	<input type="checkbox"/> Fair Market Value		<input checked="" type="checkbox"/> \$1.00		<input type="checkbox"/> Purchase at _____ % of original cost	
<input type="checkbox"/> Fair Market Value							
<input checked="" type="checkbox"/> \$1.00							
<input type="checkbox"/> Purchase at _____ % of original cost							
Equipment Description: See equipment Schedule attached hereto and made a part hereof	Other Provisions:						

Dear Lessee: We have written this lease in plain language because we want you to fully understand the terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below.

1. **LEASE AGREEMENT.** You agree to lease from us and we agree to lease to you, the equipment listed above or on any schedule to this lease. You agree that, at our option, any schedule of this lease shall be considered a separate lease and the terms and conditions of this lease agreement shall also apply to any schedule. You promise to pay us the sum of all the rental payments indicated above or on any schedule, which sum can be calculated by multiplying the number of payments times the payment amount. You authorize us to adjust the rental payment if the actual cost of the equipment is greater than or less than the estimate, or if a lease rate adjustment is necessary to protect our after-tax rate of return due to an increase in the rate of comparable U.S. Treasury instruments whose maturity matches the underlying lease. **LESSEE CONFIRMS THAT THE EQUIPMENT WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT FOR CONSUMER, PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

2. **ORDERING EQUIPMENT.** You agree that we arrange delivery to you at your expense. If the equipment has not been delivered, installed, and accepted by you within forty-five (45) days from the date that we ordered the equipment, we may on ten (10) days written notice to you terminate the lease and our obligations to you. In the event that we have issued a purchase contract or order for the equipment, you agree that the purchase order or contract is acceptable to you. If you have entered into a purchase contract for the equipment, you agree to assign it to us, effective when we pay for the equipment.

3. **NO WARRANTIES:** We are leasing the equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the supplier or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the supplier and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties made to us by the manufacturer or supplier. You understand and agree that the supplier, its agents and employees are not agents of ours, nor are they authorized to waive or change any term or condition of this lease. **YOU AGREE, THAT REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OF PROFITS YOU EXPECTED TO MAKE OR ANY OTHER DIRECT, SPECIAL OR INDIRECT DAMAGES.** If you have entered into a maintenance agreement with respect to the equipment and the cost of such maintenance agreement is to be paid by us to the supplier or someone else, then you acknowledge that we shall not be responsible for the service, repairs, or maintenance of the equipment, that we are not a party to any such maintenance agreement, and even if you have a dispute regarding maintenance or service, you will continue to pay us all rental and maintenance payments under the lease and all schedules to this lease.

4. **NON-CANCELLABLE LEASE:** This lease cannot be cancelled by you.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

ACCEPTED: STERLING NATIONAL BANK 500 Seventh Avenue, 11 th Floor NEW YORK, NY 10011	LESSEE (FULL LEGAL NAME) Rawlings Child Support, P.C. BILLING ADDRESS 801 East 9400 South, Sandy, UT 84092 PHONE (801) 716-8927 DATED June 24, 2005
BY <i>[Signature]</i> TITLE <i>[Signature]</i> DATE 6/30/05	(The undersigned certifies that the equipment shall be used for exclusively business purposes and agrees that no modification to this lease will be effective unless made in writing and signed by both parties) X: Owner <i>[Signature]</i> PRINT NAME: <i>[Signature]</i> Title: Owner

GUARANTY
I guarantee that the lessee will make all payments and pay all other charges required under the lease when they are due and will perform all other obligations under the lease fully and promptly. I also agree that you may make other arrangements with the lessee and I will still be responsible for those payments and other obligations. You do not have to notify me if the lessee fails to meet all of its obligations under the lease. If lessee fails to meet all of its obligations, I will immediately pay in accordance with the default provisions of the lease all sums due under the original terms of the lease and will perform all other obligations of lessee under the lease. I will reimburse you for all of the expenses you incur in enforcing any of your rights against the lessee or me, including attorneys' fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation. If this is a partnership guaranty, it is authorized under the partnership agreement. **THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK; THE STATE IN WHICH LESSOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. I AGREE AND CONSENT THAT THE COURT OF THE STATE OF NEW YORK FOR NEW YORK COUNTY OR ANY OTHER FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE EXCLUSIVE JURISDICTION FOR THE DETERMINATION OF DISPUTES ARISING UNDER THIS LEASE AND THIS GUARANTY.** I agree and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdiction. No payment by me under this guaranty shall entitle me, by subrogation or otherwise, to any payment from the lessee out of the property or other assets of the lessee. **I WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.** Before proceeding against me under this guaranty, you do not have to sue the lessee or recover on the equipment. You may release or compromise any other of lessee's obligations under the lease without notifying me or getting my consent. Your loss of any right to the equipment will not affect my obligation to pay you under this guaranty. I am not entitled to any reimbursement or payment by the lessee.

GUARANTOR'S NAME - Lance S. Rawlings	SSN 573-96-9466	HOME ADDRESS: 4 Apple Hill Circle, Sandy, Utah 84092
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SCHEDULE OF EQUIPMENT

Attached to and made a part of Master Lease Agreement No. 8596 dated June 24, 2005 Between Rawlings Chiropractic, P.C., as Lessee and Sterling National Bank as Lessor.

Equipment Location: 891 East 9400 South
Sandy, UT 84094

*No prices!
on invoice*

QTY.	DESCRIPTION	VENDOR
1	Internal Security Interface Keys w/online relay	Medicus Marketing
1	IBD System voice mail w/live call handler	11700 Old Katy Road, Ste 1300
1	Dual interrupt interface server w/hard case & punch down	Houston, TX 77079
1	Intel P4/512 MB RAM/40 GB WD hard disk	
1	IBD business suite software	
1	17" flat screen LCD monitor	
1	US robotics voice fax modem	
1	Microsoft windows OEM certification	
1	Microsoft office	
1	PCAnywhere	
1	IBD annual database management program	
1	Alta point PM & Aredentra software suite	

No services mentioned, yet entire monies paid attributed to above Equipment

Together with all parts, fittings, cables, accessories, attachments, fixtures, renewals, improvements, substitutions, when and replacements to the Equipment, whether now owned or hereafter acquired, and together with all rents, proceeds, income and profits derived therefrom.

Rawlings Chiropractic, P.C.
Lessee
By: *[Signature]*
Title: owner

prices did arrive long after this "Lease" was signed