

5/5/2020

Thirrell Altman
The Astronauts Memorial Foundation, Inc.
S.R. 405, BLDG. M6-306, Suite 5000
Kennedy Space Center, FL 32899

RE: Lease#5592-001

Dear Thirrell,

We are pleased to enclose the following documents for authorized signature and return. Please note that the required signatures are noted below each document.

- **EQUIPMENT FINANCING AGREEMENT**
Thirrell Altman, Executive Director/CEO
- **SCHEDULE NO. 5592-001**
Thirrell Altman, Executive Director/CEO
- **PAYMENT AUTHORIZATION**
Payment Options
Thirrell Altman, Executive Director/CEO
- **INSURANCE AUTHORIZATION LETTER**
Thirrell Altman, Executive Director/CEO
- **CORPORATE RESOLUTION AND SECRETARY'S CERTIFICATE**
Thirrell Altman
- **INITIAL CUSTOMER INVOICE**
-

Please return all **original signed documents** to BB Community Leasing Services, Inc., 7700 Mineral Point Road, Madison, WI, 53717.

We thank you for the opportunity to serve you. Please feel free to call with questions.

Tammy Hintch
Leasing Officer
608-826-6502
thintch@bankersbankusa.com

Amber Benjamin
Leasing Admin Specialist
608-829-6441
abenjamin@bankersbankusa.com

EQUIPMENT FINANCING AGREEMENT

THIS EQUIPMENT FINANCING AGREEMENT ("agreement") is made effective **05/06/2020** and referenced as Equipment Financing Agreement **5592** by and between **BB Community Leasing Services, Inc.** ("Secured Party") and **The Astronauts Memorial Foundation, Inc.** ("Debtor").

- 1. EQUIPMENT; SECURITY INTEREST.** The terms and conditions of this agreement cover each item of machinery, equipment and other property (individually an "item" or "Item of Equipment" and collectively the "Equipment") described in a schedule now or hereafter executed by the parties hereto and made a part hereof (individually a "Schedule" and collectively the "Schedules"). Debtor hereby grants Secured Party a security interest in and to all Debtor's right, title and interest in and to the Equipment together with (i) all accounts, instruments, documents, general intangibles, security deposits, or reserves; (ii) all spares, repairs, accessories, additions, attachments, replacements, substitutions, or accessions; and (iii) all insurance, software used in, and other proceeds, supporting obligations or products, all as may directly or indirectly arise out of or be related to the foregoing Equipment, now existing or hereafter arising, all wherever located, such grant with respect to an Item of Equipment to be as of Debtor's execution of a related equipment financing commitment referencing this agreement or, if Debtor then has no interest in such Item, as of such subsequent time as Debtor acquires an interest in the Item. Such security interest is granted by Debtor to secure performance by Debtor of Debtor's obligations to Secured Party hereunder and under any other agreements under which Debtor has or may hereafter have obligations to Secured Party. Debtor will ensure that such security interest will be and remain a sole and valid first lien security interest subject only to the lien of current taxes and assessments not in default but only if such taxes are entitled to priority as a matter of law.
- 2. DEBTOR'S OBLIGATIONS.** The obligations of Debtor under this agreement respecting an Item of Equipment, except the obligation to pay installment payments with respect thereto which will commence as set forth in paragraph 3 below, commence upon the grant to Secured Party of a security interest in the Item. Debtor's obligations hereunder with respect to an Item of Equipment and Secured Party's security interest therein will continue until payment of all amounts due, and performance of all terms and conditions required, hereunder with respect thereto; provided, however, that if this agreement is then in default said obligations and security interest will continue during the continuance of said default. Upon termination of Secured Party's security interest in an Item of Equipment, Secured Party will execute such release of interest with respect thereto as Debtor reasonably requests.
- 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS.** Debtor will repay advances Secured Party makes on account of the Equipment in installment payments in the amounts and at the times set forth in the Schedules, whether or not Secured Party has rendered an invoice therefor, at the office of Secured Party set forth at the foot hereof, or to such person and/or at such other place as Secured Party may from time to time designate on notice to Debtor. Any other amounts required to be paid Secured Party by Debtor hereunder are due upon Debtor's receipt of Secured Party's invoice therefore and will be payable as directed in the invoice. Payments under this agreement may be applied to Debtor's then accrued obligations to Secured Party in such order as Secured Party may choose.
- 4. NET AGREEMENT; NO OFFSET; SURVIVAL.** This agreement is a net agreement, and Debtor will not be entitled to any abatement of installment payments or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Debtor hereby waives any and all existing and future claims, as offsets, against any installment payments or other payments due hereunder and agrees to pay the installment payments and other amounts due hereunder as and when due regardless of any offset or claim which may be asserted by Debtor or on its behalf. The obligations and liabilities of Debtor hereunder will survive the termination of this agreement.
- 5. FINANCING AGREEMENT.** THIS AGREEMENT IS SOLELY A FINANCING AGREEMENT. DEBTOR ACKNOWLEDGES THAT THE EQUIPMENT HAS OR WILL HAVE BEEN SELECTED AND ACQUIRED SOLELY BY DEBTOR FOR DEBTOR'S PURPOSES, THAT SECURED PARTY IS NOT AND WILL NOT BE THE VENDOR OF ANY EQUIPMENT AND THAT SECURED PARTY HAS NOT MADE AND WILL NOT MAKE ANY AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALIFICATION OR FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE EQUIPMENT OR ANY OTHER MATTER WITH RESPECT THERETO IN ANY RESPECT WHATSOEVER.
- 6. NO AGENCY.** DEBTOR ACKNOWLEDGE THAT NO AGENT OF THE MANUFACTURER OR OTHER SUPPLIER OF AN ITEM OF EQUIPMENT OR OF ANY FINANCIAL INTERMEDIARY IN CONNECTION WITH THIS AGREEMENT IS AN AGENT OF SECURED PARTY. SECURED PARTY IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN PARAGRAPH 27 BELOW, THE ENTIRE AGREEMENT OF SECURED PARTY AND DEBTOR CONCERNING THE FINANCING OF THE EQUIPMENT IS CONTAINED IN THIS AGREEMENT AS IT MAY BE AMENDED AS PROVIDED IN THAT PARAGRAPH.
- 7. ACCEPTANCE.** Execution by Debtor and Secured Party of a Schedule covering the Equipment or any Items thereof will conclusively establish that such Equipment has been included under and will be subject to all the terms and conditions of this agreement. If Debtor has not furnished Secured Party with a Schedule by the earlier of fourteen (14) days after receipt thereof or expiration of the commitment period set forth in the applicable equipment financing commitment, Secured Party may terminate its obligation to advance funds as to the applicable Equipment.
- 8. LOCATION; INSPECTION; USE.** Debtor will keep, or in the case of motor vehicles, permanently garage and not remove from the United States, as appropriate, each Item of Equipment in Debtor's possession and control at the Equipment Location designated in the applicable Schedule, or at such other location to which such Item may have been moved with the prior written consent of Secured Party. Whenever requested by Secured Party, Debtor will advise Secured Party as to the exact location of an item of Equipment. Secured Party will have the right to inspect the Equipment and observe its use during normal business hours and to enter into and upon the premises where the Equipment may be located for such purpose. The Equipment will at times be used solely for commercial or business purposes and operated in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Debtor under the terms of this agreement and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Equipment required by any such governmental edict or insurance policy will be promptly made by Debtor.
- 9. ALTERATIONS; SECURITY INTEREST COVERAGE.** Without the prior written consent of Secured Party, Debtor will not make any alterations, additions or improvements to any Item of Equipment which detract from its economic value or functional utility, except as may be required pursuant to paragraph 8 above. Secured Party's security interest in the Equipment will include all modifications and additions thereto and replacements and substitutions therefor, in whole or in part. Such reference to replacements and substitutions will not grant Debtor greater rights to replace or substitute than are provided in paragraph 11 below or as may be allowed upon the prior written consent of Secured Party."
- 10. MAINTENANCE.** Debtor will maintain the Equipment in good repair, condition and working order. Debtor will also cause each item of Equipment for which a service contract is generally available to the covered by such a contract which provides coverages typical as to property of the type involved and is issued by a competent servicing entity.
- 11. LOSS AND DAMAGE; CASUALTY VALUE.** in the event of the loss of, theft of, requisition of, damage to or destruction of an Item of Equipment ("Casualty Occurrence") Debtor will give Secured Party prompt notice thereof and will thereafter place such Item in good repair, condition and working order; provided, however, that if such Item is determined by Secured Party to be lost, stolen, destroyed or damaged beyond repair, is requisitioned or suffers a constructive total

loss as defined in any applicable insurance policy carried by Debtor in accordance with paragraph 14 below, Debtor, at Secured Party's option, will (a) replace such Item with like equipment in good repair, condition and working order whereupon such replacement equipment will be deemed such Item for all purposes hereof or (b) pay Secured Party the "Casualty Value" of such Item which will equal the total of; (i) all installment payments and other amounts due from Debtor to Secured Party at the time of such payment and (ii) each future installment payment due with respect to such Item with each such payment other than any final uneven payment discounted at eight percent(8%) per annum simple interest from the date due to the date of such payment. Any final uneven payment will be due without discount. The discounting contemplated in this paragraph will be in accordance with the Financial Compound Interest and Annuity Tables, Sixth Edition published by the Financial Publishing Company. Upon such replacement or payment, as appropriate, this agreement and Secured Party's security interest will terminate with, and only with, respect to the Item of Equipment so replaced or as to which such payment is made in accordance with paragraph 2 above.

- 12. TITLING; REGISTRATION.** Each Item of Equipment subject to title registration laws will at all times be titled and/or registered by Debtor as Secured Party's agent and attorney_in_fact with full power and authority to register (but without power to affect title to) the Equipment in such manner and in such jurisdiction or jurisdictions as Secured Party directs. Debtor will promptly notify Secured Party of any necessary or advisable retitling and/or re-registration of an Item of Equipment in a jurisdiction other than one in which such Item is then titled and/or registered. Any and all documents of title will be furnished or caused to be furnished Secured Party by Debtor within sixty (60) days of the date any titling or registering or retitling or re-registering, as appropriate, is directed by Secured Party.
- 13. TAXES.** Debtor will make all filings as to and pay when due all personal property and other ad valorem taxes and all other taxes, fees, charges and assessments based on the ownership or use of the Equipment and will pay as directed by Secured Party or reimburse Secured Party for all other taxes, including, but not limited to, gross receipts taxes (exclusive of federal and state taxes based on Secured Party's net income, unless such net income taxes are in substitution for or relieve Debtor from any taxes which Debtor would otherwise be obligated to pay under the terms of this paragraph 13), fees, charges and assessments whatsoever, however designated, whether based on the installment payments or other amounts due hereunder, levied, assessed or imposed upon the Equipment or otherwise related hereto or to the Equipment, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Filings with respect to such other amounts will, at Secured Party's option, be made by Secured Party or by Debtor as directed by Secured Party.
- 14. INSURANCE.** Debtor will procure and continuously maintain all risk insurance against loss of or damage to the Equipment from any cause whatsoever for not less than the full replacement value thereof naming Secured Party as Loss Payee. Such insurance must be in a form and with companies approved by Secured Party, must provide at least thirty (30) days advance written notice to Secured Party cancellation, change or modification in any term, condition or amount of protection provided therein, must provide full breach of warranty protection and must provide that the coverage is "primary coverage" (does not require contribution from any other applicable coverage). Debtor will provide Secured Party with an original policy or certificate evidencing such insurance. In the event of an assignment of this agreement of which Debtor has notice, Debtor will cause such insurance to provide the same protection to the assignee as its interests may appear. The proceeds of such insurance, at the option of Secured Party or such assignee, as appropriate, will be applied toward (a) repair or replacement of the appropriate Item or Items of Equipment, (b) payment of the Casualty Value thereof or (c) payment of, or as provision for, satisfaction of any other accrued obligations of Debtor hereunder. Debtor hereby appoints Secured Party as Debtor's attorney_in_fact with full power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts, necessary to secure payments due under any policy contemplated hereby on account of a Casualty Occurrence. Debtor and Secured Party contemplate that the jurisdictions where the Equipment will be located will not impose any liability upon Secured Party for personal injury and/or property damage resulting out of the possession, use, operation or condition of the Equipment. In the event Secured Party determines that such is not or may not be the case with respect to a given jurisdiction, Debtor will provide Secured Party with public liability and property damage coverage applicable to the Equipment in such amounts and in such form as Secured Party requires.
- 15. SECURED PARTY'S PAYMENT.** If Debtor fails to pay any amounts due hereunder or to perform any of its other obligations under this agreement, Secured Party may, at its option, but without any obligation to do so, pay such amounts or perform such obligations, and Debtor will reimburse Secured Party the amount of such payment or cost of such performance.
- 16. INDEMNITY.** Debtor does hereby assume liability for and does agree to indemnify, defend, protect, save and keep harmless Secured Party from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, cost, expenses and disbursements, including court costs and legal expenses, of whatever kind and nature, imposed on, incurred by or asserted against Secured Party (whether or not also indemnified against by any other person) in any way relating to or arising out of this agreement or the manufacture, financing, ownership, delivery, possession, use, operation, condition or disposition of the Equipment by Secured Party or Debtor, including, without limitation, any claim alleging latent and other defects, whether or not discoverable by Secured Party or Debtor, and any other claim arising out of strict liability in tort, whether or not in either instance relating to an event occurring while Debtor remains obligated under this agreement, and any claim for patent, trademark or copyright infringement. Debtor agrees to give Secured Party and Secured Party agrees to give Debtor notice of any claim or liability hereby indemnified against promptly following learning thereof.
- 17. DEFAULT.** Any of the following will constitute an event of default hereunder: (a) Debtor's failure to pay when due any installment payment or other amount due hereunder, which failure continues for ten (10) days after the due date thereof; (b) Debtor's default in performing any other obligation, term or condition of this agreement or any other agreement between Debtor and Secured Party or default under any further agreement providing security for the performance by Debtor of its obligations hereunder, provided such default has continued for more than twenty (20) days, except as provided in (c) and (d) hereinbelow, or, without limiting the generality of subparagraph (1) hereinbelow, default under any lease or any mortgage or other instrument contemplating the provision of financial accommodation applicable to the real estate where an item of Equipment is located; (c) any writ or order of attachment or execution or other legal process being leveled on or charged against any item of Equipment and not being released or satisfied within ten (10) days; (d) Debtor's failure to comply with its obligations under paragraph 14 above or any transfer by Debtor in violation of paragraph 21 below; (e) a non-appealable judgement for the payment of money in excess of \$100,000 being rendered by a court of record against Debtor which Debtor does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof; (f) death or judicial declaration of incompetency of Debtor, if an individual; (g) the filing by Debtor of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Debtor of an act of bankruptcy; (h) the filing against Debtor of any such petition not dismissed or permanently stayed within thirty (30) days of the filing thereof; (i) the voluntary or involuntary making of an assignment of substantial portion of its assets by Debtor for the benefit of creditors, appointment of a receiver or trustee for Debtor or for any of Debtor's assets, institution by or against Debtor or any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for dissolution, liquidation settlement of claims against or winding up of the affairs of Debtor, Debtor's cessation of business activities or the making by Debtor of a transfer of all or a material portion of Debtor's assets or inventory not in the ordinary course of business; (j) the occurrence of any event described in parts (e), (f), (g), (h) or (i) hereinabove with respect to any guarantor or other party liable for payment or performance of this agreement; (k) any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Debtor or any guarantor or other party liable for payment or performance of this agreement proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Debtor or any such guarantor or other party; (l) breach by Debtor of any lease or other agreement providing financial accommodation under which Debtor or its property is bound or (m) a transfer of effective control of Debtor, if an organization.
- 18. REMEDIES.** Upon the occurrence of an event of default, Secured Party will have the rights, options, duties and remedies of a secured party, and Debtor will have the rights and duties of a debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a

jurisdiction wherein the rights or remedies are asserted) and, without limiting the foregoing, Secured Party may exercise any one or more of the following remedies; (a) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all Items of Equipment without notice or demand to Debtor; (b) sue from time to time for and recover all installment payments and other payments then accrued and which accrue during the pendency of such action with respect to any or all Items of Equipment; (c) take possession of and, if deemed appropriate, render unusable any or all Items of Equipment, without demand or notice, wherever same may be located, without any court order or other process of law and without liability for any damages occasioned by such taking of possession and remove, keep and store the same or use and operate or lease the same until sold; (d) require Debtor to assemble any and all Items of Equipment at the Equipment Location therefor, such location to which such Equipment may have been moved with the written consent of Secured Party or such other location in reasonable proximity to either of the foregoing as Secured Party designates; (e) upon ten (10) days notice to Debtor or such other notice as may be required by law, sell or otherwise dispose of any Item of Equipment, whether or not in Secured Party's possession, in a commercially reasonable manner at public or private sale at any place deemed appropriate and apply the net proceeds of such sale, after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the obligations of Debtor to Secured Party hereunder or otherwise, with Debtor remaining liable for any deficiency and with any excess being returned to Debtor; (f) upon thirty (30) days notice to Debtor, retain any repossessed or assembled Items of Equipment as Secured Party's own property in full satisfaction of Debtor's liability for the installment payments due hereunder with respect thereto, provided that Debtor will have the right to redeem such Items by payment in full of its obligations to Secured Party hereunder or otherwise or to require Secured Party to sell or otherwise dispose of such Items in the manner set forth in subparagraph (e) hereinabove upon notice to Secured Party within such thirty (30) day period or (g) utilize any other remedy available to Secured Party under the Uniform Commercial Code or similar provision of law or otherwise at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time. Any sale contemplated by subparagraph (e) of this paragraph 18 may be adjourned from time to time by announcement at the time and place appointed for such sale, or for any such adjourned sale, without further published notice, and Secured Party may bid and become the purchaser at any such sale. Any sale of an Item of Equipment, whether under said subparagraph or by virtue of judicial proceedings, will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Debtor in and to said Item and will be perpetual bar to any claim against such Item, both at law and in equity, against Debtor and all persons claiming by, through or under Debtor.

19. **DISCONTINUANCE OF REMEDIES.** If Secured Party proceeds to enforce any right under this agreement and such proceedings are discontinued or abandoned for any reason or are determined adversely, then and in every such case Debtor and Secured Party will be restored to their former positions and rights hereunder.
20. **SECURED PARTY'S EXPENSES.** Debtor will pay Secured Party all costs and expenses, including attorneys' fees and court costs and sales costs not offset against sales proceeds under paragraph 18 above, incurred by Secured Party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.
21. **ASSIGNMENT.** Without the prior written consent of Secured Party, Debtor will not sell, lease, pledge or hypothecate, except as provided in this agreement, any Item of Equipment or any interest therein or assign, transfer, pledge or hypothecate this agreement or any interest in this agreement or permit the Equipment to be subject to any lien, charge or encumbrance of any nature except the security interest of Secured Party contemplated hereby. Debtor's interest herein is not assignable and will not be assigned or transferred by operation of law. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by Debtor or any other person.

All rights of Secured Party hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Debtor but always, however, subject to the rights of Debtor under this agreement. If Debtor is given notice of any such assignment, debtor will acknowledge receipt thereof in writing. In the event Secured Party assigns this agreement or the installment payments due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Secured Party hereunder or pursuant to any other agreement between Secured Party and Debtor, should there be one, will excuse performance by Debtor of any provision hereof, it being understood that in the event of such default or breach by Secured Party that Debtor will pursue any rights on account thereof solely against Secured Party. No such assignee, unless such assignee agrees in writing, will be obligated to perform any duty, covenant or condition required to be performed by Secured Party in connection with this agreement.

Subject always to the foregoing, this agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

22. **MARKINGS, PERSONAL PROPERTY.** If Secured Party supplies Debtor with labels, plates, decals or other markings stating that Secured Party has an interest in the Equipment, Debtor will affix and keep the same prominently displayed on the Equipment or will otherwise mark the Equipment or its then location or locations, as appropriate, at Secured Party's request to indicate Secured Party's security interest in the Equipment. The Equipment is, and at all times will remain, personal property notwithstanding that the Equipment or any Item thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting upon real property or any improvement thereof or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise. If requested by Secured Party, Debtor will obtain and deliver to Secured Party waivers of interest or liens in recordable form satisfactory to Secured Party from all persons claiming any interest in the real property on which an Item of Equipment is or is to be installed or located.
23. **LATE CHARGE.** If Debtor fails to pay any installment payment or any other sum to be paid by Debtor to Secured party within seven (7) days of when due, Debtor will pay to Secured Party (a) Secured Party's collection costs paid third parties relevant to the collection thereof and (b) interest on such unpaid installment or other amount at the rate of eighteen percent (18%) per annum, or at such greater or lesser contract rate as may be applicable, computed from the date due to the date paid.
24. **NON-WAIVER.** No covenant or condition of this agreement can be waived except by the written consent of Secured Party. Forbearance or indulgence by Secured Party in regard to any breach hereunder will not constitute a waiver of the related covenant or condition to be performed by Debtor.
25. **ADDITIONAL DOCUMENTS.** In connection with and in order to perfect and evidence the security interest in the Equipment granted Secured Party hereunder Debtor will execute and deliver to Secured Party such financing statements and similar documents as Secured Party requests. Debtor authorizes Secured Party where permitted by law to make filings of such financing statements without Debtor's signature. Debtor further will furnish Secured Party (a) a fiscal year end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year, (b) any other information normally provided by Debtor to the public and (c) such other financial data or information relative to this agreement and the Equipment, including, without limitation, copies of vendor proposals and purchase orders and agreements, listings of serial numbers or other identification data and confirmations of such information, as Secured Party may from time to time reasonably request. Debtor will procure and/or execute, have executed, acknowledge, have acknowledged, deliver to Secured Party, record and file such other documents and showings as Secured Party deems necessary or desirable to protect its interest in and rights under this agreement and interest in the Equipment. Debtor will pay as directed by Secured Party or reimburse Secured Party for all filing, search, title

report, legal and other fees incurred by Secured Party in connection with any documents to be provided by Debtor pursuant to this paragraph or paragraph 22 and any further similar documents Secured Party may procure.

26. **DEBTOR'S WARRANTIES.** Debtor certifies and warrants that the financial data and other information which Debtor has submitted, or will submit, to Secured Party in connection with this agreement is, or will be at time of delivery, as appropriate, a true and complete statement of the matters therein contained. Debtor further certifies and warrants: (a) this agreement has been duly authorized by Debtor and when executed and delivered by the person signing on behalf of Debtor below will constitute the legal, valid and binding obligation, contract and agreement of Debtor enforceable against Debtor in accordance with its respective terms; (b) this agreement and each and every showing provided by or on behalf of Debtor in connection herewith may be relied upon by Secured Party in accordance with the terms thereof notwithstanding the failure of Debtor or other applicable party to ensure proper attestation thereto, whether by absence or a seal or acknowledgement or otherwise; (c) Debtor has the right, power and authority to grant a security interest in the Equipment to Secured Party for the uses and purposes herein set forth and (d) each Item of Equipment will, at the time such Item becomes subject hereto, be in good repair, condition and working order.
27. **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Secured Party and Debtor and will not be amended, altered or changed except by a written agreement signed by the parties.
28. **NOTICES.** Notices under this agreement must be in writing and must be mailed by United States mail, certified mail with return receipt requested, duly addressed, with postage prepaid, to the party involved at its respective address set forth at the foot hereof or at such other address as such party may provide on notice to other from time to time. Notices will be effective when deposited. Each party will promptly notify the other of any change in the first party's address.
29. **GENDER, NUMBER: JOINT AND SEVERAL LIABILITY.** Whenever the context of this agreement requires, the neuter gender includes the feminine or masculine and the singular number includes the plural; and whenever the words "Secured Party" are used herein, they include all assignees of Secured Party, it being understood that specific reference to "assignee" in paragraph 14 above is for further emphasis. If there is more than one Debtor named in this agreement, the liability of each will be joint and several.
30. **TITLES:** The title to the paragraphs of this agreement are solely for the convenience of the parties and are not an aid in the interpretation of this instrument.
31. **GOVERNING LAW: VENUE:** This agreement will be governed by and construed in accordance with the law of the State of Wisconsin. Venue for any action related to this agreement will be in an appropriated court in Wisconsin, to which Debtor consents, or in another court selected by the Secured Party which has jurisdictions over the parties. In the event any provision hereof is declared invalid, such provision will be deemed severable from the remaining provisions of this agreement which will remain in full force and effect.
32. **TIME:** Time is of the essence of this agreement and each and all of its provisions.

Debtor: The Astronauts Memorial Foundation, Inc.

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Thirrell Altman, Executive Director/CEO

Secured Party: BB Community Leasing Services, Inc.

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Linda Lease, President & Managing Officer

SCHEDULE NO. 5592-001

TO EQUIPMENT FINANCING AGREEMENT BETWEEN
BB Community Leasing Services, Inc., AS SECURED PARTY, AND
The Astronauts Memorial Foundation, Inc., AS DEBTOR,
DATED AS OF **05/06/2020** (the "Agreement")

SECURED PARTY AND DEBTOR HEREBY ACKNOWLEDGE THAT THE ITEMS OF EQUIPMENT DESCRIBED IN THIS SCHEDULE ARE COVERED BY THE AGREEMENT AND THAT THE FOLLOWING IS A DESCRIPTION OF SAID ITEMS, THE ADVANCE AMOUNT ON ACCOUNT THEREOF, THE INSTALLMENT PAYMENTS APPLICABLE THERETO, THE EQUIPMENT LOCATION THEREOF AND, IF SPECIFIED, CERTAIN FURTHER RELATED INFORMATION.

1. Equipment Description:

<u>Quantity</u>	<u>Description</u>
1	Roof System located at SR 405 Bldg M6-306, Kennedy Space Center, FL

2. Advance Amount: **\$50,000.00**

3. Installment Payments: Except as otherwise provided in the Agreement or in this Schedule, the Advance Amount will be repaid in **Monthly** installments, beginning **06/01/2020** as follows:

3	Payments Of	\$0.00	Followed By
57	Payments Of	\$1,018.25	

4. Equipment Location: S.R. 405, BLDG. M6-306, Kennedy Space Center, FL 32899

5. Other Provisions: Documentation Fee \$300.00

ACCEPTED AND APPROVED as of **05/06/2020** as a Schedule to and made a part of the Agreement.

Debtor: The Astronauts Memorial Foundation, Inc.

× _____
Thirrell Altman, Executive Director/CEO

Secured Party: BB Community Leasing Services, Inc.

× _____
Linda Lease, President & Managing Officer

Payment Authorization

Date: **05/06/2020**

EFA No. **5592-001**

OPTION #1: Automatic Payments (ACH)

I, as an officer of **The Astronauts Memorial Foundation, Inc.** ("Debtor"), hereby authorize **BB Community Leasing Services, Inc.** ("Secured Party") and the bank indicated to initiate debit entries to the Corporate or Personal Checking Account named below. The term, amount and dates of the debit entries correspond to the rental payment dates and amounts indicated in the Equipment Finance Agreement dated **05/06/2020** and any Amendments thereto, including any changes in the Sales/Use Tax amount. Debtor also authorizes Secured Party to debit Debtor's Corporate or Personal Checking Account named below in the amount of \$30.00 for each ACH that is returned because of insufficient funds. Debtor further agrees to give Secured Party thirty (30) days advance notification of any changes in the bank relationship as listed below. This authority will remain in effect until the terms of the Equipment Finance Agreement are satisfied or when agreed upon by Secured Party and Debtor. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

This Account is a:

Personal Account

Corporate Account

Name of Debtor's Financial Institution: _____

Address of Debtor's Financial Institution: _____

Name on Debtor's Account to be debited: _____

Checking Account Number: _____

Bank Routing Number*: _____

*The Bank Routing Number is located between the symbols /: 000000000 /: on the bottom of your check.

PLEASE PROVIDE A VOIDED OR PHOTOCOPY OF A CHECK FOR REFERENCE

x _____ **Date:** _____
Thirrell Altman, Executive Director/CEO

INSURANCE AUTHORIZATION LETTER

DATE:05/06/2020 **EFA No.5592-001**

INSURANCE COMPANY: _____
INSURANCE AGENCY: _____
AGENT: ADDRESS: _____
TELEPHONE: _____
FAX: _____
EMAIL: _____

RE: The Astronauts Memorial Foundation, Inc.

BB Community Leasing Services, Inc. ("Secured Party") has entered into an Equipment Finance Agreement with **The Astronauts Memorial Foundation, Inc.** ("Debtor") for the following:

Quantity	Description	Cost
1	Roof System located at SR 405 Bldg M6-306, Kennedy Space Center, FL	\$50,000.00

Total Equipment Cost: **\$50,000.00**

The terms of the Equipment Finance Agreement require the Debtor to provide the Secured Party with the insurance coverage listed below. The Debtor has signed this form at the bottom authorizing you to provide this coverage. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. It will not be acceptable unless all endorsements are clearly stated.

PLEASE FORWARD A CERTIFICATE IMMEDIATELY FOR THE ENDORSEMENTS INDICATED BELOW TO:

THINTCH@BANKERSBANKUSA.COM

BB Community Leasing Services, Inc.
 7700 Mineral Point Road
 Madison, WI 53717
 Fax: (608) 829-5590

- 1) LIABILITY REQUIREMENTS**
 - a) \$1,000,000 single limit Bodily Injury and Property Damage coverage.
 - b) Endorsement naming Secured Party as an ADDITIONAL INSURED insofar as this equipment is concerned.
 - c) Endorsement giving Secured Party ten (10) days written notice of any cancellation, reduction or altering of coverage.
 - d) Endorsement "It is understood and agreed that this insurance is primary insofar as it relates to any and all equipment leased from Secured Party
- 2) PHYSICAL DAMAGE REQUIREMENTS**
 - a) ALL RISK coverage for not less than the total equipment cost of **\$50,000.00**
 - b) Endorsement naming Secured Party as LOSS PAYEE insofar as this equipment is concerned.
 - c) Endorsement giving Secured Party ten (10) days written notice of any cancellation, reduction or alteration of coverage.

The undersigned hereby authorizes you to provide Secured Party the above coverage.

DEBTOR: The Astronauts Memorial Foundation, Inc.

_____ Date: _____
 X
Thirrell Altman, Executive Director/CEO

CONTINUING GUARANTY

Borrower: The Astronauts Memorial Foundation, Inc.

GUARANTY. For value received, and to induce BB Community Leasing Services, Inc., a Wisconsin corporation ("Lender"), to extend credit to the person or persons identified above as Borrower (the "Borrower"), the undersigned jointly and severally guaranties payment of all indebtedness, obligations and liabilities evidenced by an Equipment Finance Agreement between Lender and Borrower, dated on or about the date hereof, and under all other past, present or future agreements with Lender plus interest, charges, fees and indemnities provided for in any of the foregoing and any extensions, renewals, deferrals, modifications or consolidations of the same (the "Obligations"). Without limiting the foregoing, the Obligations for the undersigned is jointly and severally liable includes the amount of payments made to Lender or another by or on behalf of Borrower which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by Borrower or the undersigned or incident to any action or proceeding brought pursuant to the United States Bankruptcy Code. This Guaranty is valid and enforceable against the undersigned even if any Obligation is invalid or unenforceable against Borrower. **THIS IS A GUARANTY OF PAYMENT AND PERFORMANCE AND NOT A GUARANTY OF COLLECTION.**

WAIVER. To the extent not prohibited by applicable law, the undersigned expressly waive (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from Borrower or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Lender regarding the financial condition of any Borrower or guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable surety defenses. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the undersigned may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against Borrower shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lender are subject to any right of recovery.

PERSONS BOUND. This Guaranty benefits the Lender, its successors and assignees, and binds the undersigned and its successors and assignees. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Borrower, whether by merger, consolidation, reorganization or otherwise.

ENTIRE AGREEMENT. This Guaranty is intended by the undersigned and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of the Guaranty. This Guaranty may not be supplemented or modified except in writing.

CONSENT. To the extent not prohibited by applicable law, with respect to any of the Obligations, Lender may from time to time without notice to the undersigned and without affecting the liability of the undersigned (a) release, impair, sell or otherwise dispose of any security or collateral, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against the Borrower or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the Obligations. The undersigned expressly consent to and waive notice of all of the above.

REPRESENTATIONS. The undersigned acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding, the enforceability of any of the Obligations or the financial condition of the Borrower or any guarantor. The undersigned has independently determined the creditworthiness of Borrower and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.

NOTICE TO GUARANTOR

You are being asked to guarantee the obligations of the Borrower identified above. If Borrower does not pay, you will have to. You may also have to pay collection/legal costs. Lender can collect the obligations from you without first trying to collect from Borrower or another guarantor.

X _____ Date: _____

Home Address: _____

Home Phone: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

X _____ Date: _____

Home Address: _____

Home Phone: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

**CORPORATE RESOLUTION AND SECRETARY'S
CERTIFICATE**

I, Thirrell Altman, do hereby certify that I am the Executive Director/CEO of **The Astronauts Memorial Foundation, Inc.**, (Corporation), a corporation organized and operating in good standing under the laws of the State of **Florida** having its principal place of business in the City of **Kennedy Space Center**, State of **Florida** and conducting business in accordance with its articles of incorporation. I certify they are true, correct and complete including any amendments currently in effect. I am the keeper of the Corporation records and the seal of the Corporation.

RESOLVED, that the **President, Vice President or any of the following, or either one or more of them, be and are hereby authorized and empowered to from time to time enter into any leases of various amounts, execute or authenticate on behalf of the Corporation, such Lease agreements and related documents, agreements, and security instruments (Lease Documents) BB Community Leasing Services, Inc. (Lessor), relating to the leasing by the Corporation of equipment, buildings and/or facilities from Lessor, as may be deemed by the Lessor as necessary to effect such Lease, or to guaranty such Lease, or any part, or to provide recourse on such Lease, and to enter into any agreements renewing, extending or amending any Lease Documents or supplements thereto, at any time and from time to time, and take such actions as they may deem necessary or convenient to implement this resolution, including the purchase of stock or participation certificates in Lessor, if required; hereby approving, ratifying, and confirming any and all actions authorized herein taken prior to this resolution; that in addition, unless set forth elsewhere in writing, this resolution applies to any other future lease between Lessor and Corporation or to any other guaranty of such future leases by corporation; that this resolution shall remain in full force and effect until written notice of revocation is received by Lessor.**

I further certify that the following are the true and exact signatures of the current officers designated and authorized in the foregoing resolution and that said signatures were subscribed in my presence.

Type or Print Name	Title	Signature
Thirrell Altman	Executive Director/CEO	x

The proceedings of this meeting were in accordance with the articles and bylaws of the Corporation and state laws and the provisions of this resolution are not inconsistent with the charter and bylaws of the Corporation and state laws. I certify I am authorized to make the representations contained herein on behalf of the Corporation, and that the information contained herein is true, correct and complete. The Corporation agrees to give at least 30 days notice to Lessor before changing the Corporation's name, address, or state of organization.

WITNESS my hand and the seal of said Corporation on **May 6, 2020**.

x _____
Thirrell Altman, Executive Director/CEO



Initial Customer Invoice

Lessor (remit to):

BB Community Leasing Services, Inc.
7700 Mineral Point Road
Madison, WI 53717

Lessee:

The Astronauts Memorial Foundation, Inc.
S.R. 405, BLDG. M6-306
Kennedy Space Center, FL 32899

<u>Date</u>	<u>Description</u>	<u>Amount</u>
06/01/2020	Documentation Fee	\$300.00
	Total Due	\$300.00

****This amount will be automatically deducted from your checking account****