



Motor Vehicle Lease Agreement

Acceptance Date:

¹Name and Address of Lessee

Motor Vehicle Description:

VIN:

Motor Vehicle Location:

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the motor vehicle or its serial number or VIN) into this Motor Vehicle Description.

Lease Provisions

1.LEASE. Lessee hereby agrees to lease from Lessor, the personal property described on the first page of this Lease on the terms and conditions set forth herein (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories and all additions incorporated therein or affixed thereto being referred to herein as the "Motor Vehicle"). Lessee's execution of this Lease shall obligate Lessee to lease the Motor Vehicle from Lessor. This Lease shall not be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into this Lease or to acquire or lease to Lessee the Motor Vehicle. Lessee grants Lessor a security interest in the Motor Vehicle to secure its obligations under this Lease and all other indebtedness at any time owing by Lessee to Lessor.

2.MOTOR VEHICLE ACCEPTANCE; TERM; RENT. The "Acceptance Date" for the Motor Vehicle shall be (a) the date Lessee accepts the Motor Vehicle under a separately signed Delivery and Acceptance Certificate, or (b) the date set forth on the first page of this Lease and Lessee represents and warrants that as of such date, the Motor Vehicle has been delivered to Lessee, Lessee has unconditionally accepted the Motor Vehicle and Lessee agrees that the Motor Vehicle is subject to this Lease. Lessee agrees that if all of the items of Motor Vehicle have not been delivered and accepted hereunder before the Acceptance Date as set forth above, Lessor shall have no obligation to lease the Motor Vehicle to Lessee. The term of this Lease shall begin on the Acceptance Date and shall continue for the Initial Term as set forth below unless earlier terminated by Lessor as provided herein. Lessee shall pay as basic rent for the Initial Term of this Lease the amount shown above as Total Basic Rent (subject to adjustment as set forth below). The Total Basic Rent shall be payable without notice or demand of any kind in installments each in the amount of the Basic Rental Payment set forth below (subject to adjustment as set forth below) plus any applicable sales and use tax thereon beginning on the Rent Commencement Date and continuing on the same day of each subsequent month during the Initial Term. If the actual cost of the Motor Vehicle is more or less than the Total Cost as shown, the amount of each installment of rent will be adjusted up or down to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the Total Cost. The Basic Rental Payment amount and the Total Basic Rent were calculated based on Lessor's cost of funds on the date of this Lease. Notwithstanding anything in this Lease to the contrary, unless the Acceptance Date has already occurred and is set forth above as referenced in clause (b) of the first paragraph of this Section, if Lessor has not received a Delivery and Acceptance Certificate signed by Lessee within fifteen (15) business days of the date of this Lease and Lessor's cost of funds has increased subsequent to the date of this Lease, the Basic Rental Payment amount and the Total Basic Rent will be increased to provide the same yield to Lessor as would have been obtained if Lessor's cost of funds had not increased. The Basic Rental Payment amount and the Total Basic Rent shall be calculated by Lessor taking into account its cost of funds two business days prior to the date that this Lease is funded. Lessee agrees that the funding date shall not occur until Lessor has received all documentation and information required by Lessor, which may include, without limitation, evidence of insurance, invoices, landlord waivers and evidence of no adverse liens or security interests



security interests on the Motor Vehicle. In such event Lessee and Lessor shall sign an amendment to this Lease reflecting the change in Total Basic Rental Payment If any payment due hereunder is not received by Lessor within ten (10) days of its due date, Lessee agrees to pay a late fee to Lessor equal to the lesser of (i) 5% of the past due amount or (ii) the highest amount allowed by applicable law, Payments thereafter received shall be applied first to delinquent Installments and then to current installments.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Notice: Lessor reserves the right to withdraw the terms of this Lease and issue a modified Lease without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Lease.

However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications

SUMMARY OF PAYMENT TERMS

Rent Commencement Date:

Initial Term (Months):	48 Months	Total Cost:	\$0
Payment Frequency:	Monthly	Total Basic Rent:	
Basic Rental Payment (plus applicable sales and use tax):		Walkaway Payment:	\$0.00
GAP Waiver Payment:	\$0.00	Purchase Option:	
Rental Payment (plus GAP, Walkaway, and Applicable taxes):		Cutoff Date:	
Number of Installments:			
Down Payment:			

TURK TRANSPORTATION LLC

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By: _____

By: _____

Title:MEMBER

Title:MEMBER

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURN OF THE GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.



SECURITY DEPOSIT, Upon execution of this Lease, Lessee shall pay to lessor the Security Deposit, if any, set forth above. Lessor may apply any security deposit toward any obligation of Lessee, and shall return any unapplied balance to Lessee without interest upon full satisfaction of Lessee's obligations.

NO WARRANTIES. Lessee agrees that it has selected each item of Motor Vehicle based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE MOTOR VEHICLE NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE MOTOR VEHICLE IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE MOTOR VEHICLE IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE MOTOR VEHICLE, EXPRESS OR IMPLIED AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE MOTOR VEHICLE OR THE MATERIALS IN THE MOTOR VEHICLE OR WORKMANSHIP OF THE MOTOR VEHICLE, LESSOR'S TITLE TO THE MOTOR VEHICLE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY MOTOR VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY AN INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED.

LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE MOTOR VEHICLE. No defect or unfitness of the Motor Vehicle, and no failure on the part of the manufacturer or the shipper of the Motor Vehicle to deliver the Motor Vehicle or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Motor Vehicle and shall have no obligation to install, erect, test, adjust or service the Motor Vehicle. Lessee shall only look to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Motor Vehicle for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and or vendor warranties with respect to the Motor Vehicle.

TAXES. Lessee shall promptly pay when due and indemnify and hold Lessor harmless (on an after-tax basis) from, all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Motor Vehicle or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Motor Vehicle, or for titling or registering the Motor Vehicle, or upon the income or other proceeds received with respect to the Motor Vehicle or Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Upon request by Lessor, Lessee shall permit and assist Lessor in preparing and filing all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

INDEMNITY. Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of or in any manner connected with, or resulting directly or indirectly from, the Motor Vehicle, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery,



transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Motor Vehicle or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

ASSIGNMENT; STATUS OF LESSEE. Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Motor Vehicle without notice to or the consent of Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim counterclaim or defense Lessee may have against Lessor or any person other than such assignee. LESSEE SHALL NOT (a) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE, (b) ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE MOTOR VEHICLE, (c) sell, transfer or assign any material portion of its assets, (d) allow a controlling interest in Lessee to be sold, transferred or assigned to any person(s) or entities) other than those who hold a controlling interest as of the date hereof whether by merger, sale or otherwise, (e) allow a Blocked Person to have an ownership interest in or control of Lessee, (f) enter into any merger or reorganization in which Lessee is not the surviving entity, or (g) unless Lessee shall have given Lessor no less than thirty (30) days' prior written notice change (i) its name or business address from that set forth above, and, if an individual, its state of residence, (ii) the state under whose laws it is organized as of the date hereof, or (iii) the type of organization under which it exists as of the date hereof. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Lessor, to be a person to whom Lessor is not permitted to extend credit or with regard to whom a lessee relationship may result in penalties against Lessor or limitations on a lessor's ability to enforce a transaction.

8. OWNERSHIP; LOCATION USE AND MAINTENANCE. Lessee agrees that the motor vehicles is and shall remain personal property of Lessor and shall not permit it to become attached to real property. Lessee shall not permit, suffer or allow any liens, charges or encumbrances to be placed on or levied against the Motor Vehicle and shall at all times keep the Motor Vehicle free and clear of all such liens, charges and encumbrances. Lessee shall not without prior written notice to Lessor, remove or allow any of the Motor Vehicle to be removed from the Motor Vehicle Location specified above, except in the ordinary course of business while equipped with operating GPS tracking. Lessee will use the Motor Vehicle with due care and only for the purpose for which it is intended. Lessee will maintain the Motor Vehicle in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense, ordinary wear and tear excepted. Lessee shall, at its expense, make all modifications and improvements to the Motor Vehicle required by law, and shall not make other modifications or improvements to the Motor Vehicle without the prior written consent of Lessor. All parts, modifications and improvements to the Motor Vehicle shall, when installed or made, immediately become the property of Lessor and part of the Motor Vehicle for all purposes. Lessee shall, at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Motor Vehicle shall be located or used and permit Lessor to inspect the Motor Vehicle and all applicable maintenance records.

The Motor Vehicle shall not be used outside of the United States without Lessor's prior written consent. Hauling and/or carrying Hazardous material is strictly prohibited.



LOSS OR DAMAGE. No loss or damage to the Motor Vehicle or any part thereof shall affect any obligation of Lessee under this Lease which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Motor Vehicle becoming lost, stolen or damaged and of the circumstances and extent of such damage. No Motor Vehicle shall be declared damaged beyond repair or permanently unfit for use without Lessor's consent and approval. In the event any item of Motor Vehicle shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Motor Vehicle, Lessee shall promptly, within ten (10) days after demand by Lessor, pay Lessor an amount equal to Lessor's Loss as defined in paragraph 14 with respect to such item at the time of payment based on the proportion that the original cost of such item bears to the Total Cost of all items of Motor Vehicle. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the Basic Rental Payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessee shall be entitled to any surplus. Whenever the Motor Vehicle is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall deem necessary for compliance with paragraph 8 above. Proceeds of insurance shall be paid to Lessor with respect to such reparable damage to the Motor Vehicle and shall, at the election of Lessor, be applied either to the repair of the Motor Vehicle by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

INSURANCE. Lessee shall obtain and maintain on or with respect to the Motor Vehicle at its own expense (a) liability insurance (including bodily injury and property damage) with a minimum \$1 million combined single limit per occurrence and (b) physical damage insurance insuring against loss or damage to the Motor Vehicle in an amount not less than the full replacement cost of the Motor Vehicle. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as (i) loss payee for the property damage coverage, with (ii) lender loss payee endorsements for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the insurer to give to Lessor at least thirty (30) days' prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premium. Lessee shall deliver, annually and at any time that there is a change in insurance carrier, to Lessor evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

PURCHASE OPTION. Provided that the Lease has not been terminated early and no Event of Default has occurred and is continuing, then Lessee may upon at least 60 days but not more than 120 days written notice and upon delivery on or before the expiration of the initial term of the Lease of a certified or cashier's check for the purchase price, purchase all but not less than all of the Motor Vehicle at the expiration of the initial term of the Lease for a purchase price equal to the Purchase Option on the first page of this lease and an option fee of \$495.00 plus applicable sales tax. Upon Lessor's receipt of the purchase price for the Motor Vehicle, the Motor Vehicle will be



deemed transferred to Lessee at its then location. Any purchase of the Motor Vehicle pursuant to this paragraph shall be "AS IS-WHERE IS", with all faults and without any warranty whatsoever. Lessor makes no representation with respect to income tax consequences of the purchase option contained herein, and Lessor may in its sole discretion treat the Lease as a sale regardless of how the Lease is treated by the Lessee.

ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents, take such further action and provide such information as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, and/or comply with laws or regulations applicable to Lessor, Lessee, and/or the transaction evidenced by this Lease, including information identifying the owners of Lessee and its affiliates and their respective ownership interests. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Motor Vehicle that is required to be titled under the laws of any jurisdiction where the Motor Vehicle is or may be used and/or to transfer title thereto upon the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee will pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Motor Vehicle, (c) any documentary stamp taxes relating to the Lease, and (d) procuring certified charter documents and good standing certificates of Lessee and any guarantor of Lessee's obligations hereunder. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Motor Vehicle noted on any certificate of title relating to the Motor Vehicle and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate provided below, shall be deemed rent payable by Lessee upon demand.

DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder:

(a) Lessee shall fail to pay within ten (10) days of when due any installment of interim rent, basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee or any guarantor of any of Lessee's obligations hereunder (a "Guarantor") proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee or any such Guarantor; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following the earlier of (i) written notice thereof by Lessor to Lessee or (ii) Lessee's first knowledge thereof, provided however that this provision shall not extend the date of default for breach of material obligations under subsection (g); (d) Lessee or any Guarantor or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern, make an assignment for the benefit of creditors, become insolvent, or engage in any dissolution or liquidation proceedings; (e) Lessee or any Guarantor or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator substantial part of its assets; (f) any individual Lessee, Guarantor, or partner of Lessee if Lessee is a partnership shall die; (g) Lessee or any Guarantor shall be in breach of or in default in the payment or performance of any material obligation under any insurance contract, credit agreement, conditional sales contract, lease, guaranty, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising; (h) Lessee, or any Guarantor shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Motor Vehicle to be insecure; (i) any Guarantor fails to pay or perform any obligation owing to Lessor, or breaches or fails to observe or perform any term, condition, covenant, representation or warranty contained in any agreement made by such Guarantor in favor of Lessor and such failure or breach continues beyond the applicable grace or cure period set forth in such agreement, if any; or (j) Lessee, any



Guarantor, or any principal owner, senior officer or director of Lessee or of any Guarantor is convicted of a felony.

14. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease is executed because the value of the Motor Vehicle at the expiration of this Lease is uncertain, and therefore they agree that for purposes of this paragraph 14 "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date; plus, (2) the amount of all unpaid rent for the balance of the term of this Lease not yet due as of such date; plus, (3) the amount of the Purchase Option as specified on the first page of this Lease. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 13(e), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically become and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

(a) Lessor may, by written notice, to Lessee, terminate this Lease as to any portion of the Motor Vehicle subject to this agreement and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, as liquidated damages and not as a penalty, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Motor Vehicle shall terminate but Lessee shall be and remain liable as provided in this paragraph

14. Lessee shall at its expense promptly deliver the Motor Vehicle to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Motor Vehicle is located and take immediate possession of and remove the same with or without instituting legal proceedings.

Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease or to recover, for breach of this Lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Motor Vehicle, Lessor shall transfer the Motor Vehicle to Lessee at its then location upon payment of any additional amount due under clauses (d), (e) and (f) below.

Lessee hereby authorizes any attorney at law to appear in any court of record of the State of Ohio or any other State in the United States at any time after this Lease becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgment in favor of the lessor, or lessor's assignee, against lessee and any co-signor, or either or any one or them, for the amount of the unpaid balance of Lessor's Loss plus any amounts recoverable under clauses (e) and (f) of this paragraph 14 then appearing due upon this Lease Agreement, together with costs of suit and to release all errors and waive all right to appeal.

In the event Lessor repossesses the Motor Vehicle, Lessor shall either retain the Motor Vehicle in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Motor Vehicle in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of any such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e) and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

Lessor may recover interest on the unpaid balance of Lessor's Loss plus any amounts recoverable under clauses (e) and (f) of this paragraph 14 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

In addition to any other recovery permitted here under or under applicable law, Lessor may recover from Lessee an amount that will fully compensate Lessor for any loss of or damage to Lessor's residual interest in the Motor Vehicle.

Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the



exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Motor Vehicle. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines. If this Lease is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Motor Vehicle to secure its obligations under this Lease and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and Lessee's obligation to pay rent and amounts payable by Lessee hereunder is unconditional and irrevocable and shall be paid without any abatement, reduction, setoff or defense of any kind. This Lease is a finance lease defined by UCC section 2A-103(1)(g). This Lease cannot be canceled, modified, repudiated prepaid or terminated, nor are its obligations subject to excuse or substitution, except as expressly provided herein and may not be cancelled for any reason whatsoever.

NON-WAIVER. No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Article 2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel this Lease; (ii) repudiate this Lease; (i) reject the Motor Vehicle; (iv) revoke acceptance of the Motor Vehicle; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) claim a security interest in the Motor Vehicle in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Motor Vehicle; (ix)

"cover" by making any purchase or lease of or contract to purchase or lease Motor Vehicle in substitution of Motor Vehicle identified to this Lease; (x) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, detinue, sequestration, claim, delivery or the like for any Motor Vehicle identified to this Lease.

17. REPRESENTATIONS AND AGREEMENTS. Lessee hereby represents and agrees that (a) effective on the date on which Lessee executes this Lease: (n) if Lessee is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Lease and the performance of Lessee's obligations hereunder have been duly authorized by all necessary action on the part of the Lessee; (ii) the person signing the Lease on behalf of Lessee is duly authorized; (iii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; and (iv) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (b) the Motor Vehicle will be used primarily for business purposes as opposed to personal, family or household purposes; (c) Lessee shall comply with all federal, state and local laws, regulations and rules relating to the ownership or operation of Lessee's business, the Motor Vehicle and/or its use; (d) Lessee authorizes Lessor to pay the Total Cost as set forth on the first page of this Lease directly to the seller of the Motor Vehicle to the extent of the unpaid balance of the purchase price; and (e) Lessee shall (i) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (i) within forty-five (45) days after the end of each fiscal quarter other than the final fiscal quarter of each fiscal year, deliver to Lessor a balance sheet and statement of income as at the end of such quarter, each setting forth in comparative form the corresponding figures for the comparable period in the preceding fiscal year and,



within one hundred and twenty (120) days after the end of each fiscal year, deliver to Lessor a balance sheet as at the end of such year and statements of income and cash flows for such year, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding year, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied and certified by Lessee's chief financial officer as fairly presenting the financial position and results of operations of Lessee, and, in the case of year-end financial statements, certified by an independent accounting firm acceptable to Lessor; and (iti) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Motor Vehicle as Lessor shall reasonably request.

18. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Notwithstanding anything to the contrary contained herein, if any rate of interest, late fee or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees and/or charges shall be reduced to the maximum amount permissible under applicable law and any such excess amounts shall be applied towards the Lessee's obligations hereunder. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to affect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in his Lease, the obligations of each shall be joint and several. Lessee's obligations under paragraphs 5, 6, 11 and 14 shall survive termination or expiration of this Lease. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited with a recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth on the first page of this Lease or at such other address as may be last known to the sender. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Lease (a "Counterpart") as the binding and effective record of this Lease whether or not an ink signed copy hereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record hereof, the Counterpart acknowledged in writing above by Lessor shall constitute the record hereof. Lessee represents to Lessor that the signature that appears on the Counterpart that is transmitted by Lessee to Lessor in any manner described above is intended by Lessee to authenticate the Counterpart notwithstanding that such signature is electronic, facsimile or a reproduction and Lessee further agrees that such Counterpart received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart as the binding and effective record hereof only such Counterpart acknowledged in writing above by Lessor may be marked "Original" and to the extent that this Lease constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's ink signed acknowledgement and is marked "Original." This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state of Ohio. The parties consent to the jurisdiction of the Court of Common Pleas, Lucas County, Ohio. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE. LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER UNDER OR IN CONNECTION WITH THIS LEASE.



19. Vehicle Service Agreement as per Schedule "B".

Verification of Information

Federal Tax ID #

Email Address:

Documentation Contact Name:

Principal Place of Business Address:

The motor vehicle will be located at the Motor Vehicle Commercial Parking/Garage Location stated below OR at the address shown on the attached Schedule Indicate County the motor vehicle is located in; or the motor vehicle will be located at:

Street:

*****If multiple locations, attach a complete list of motor vehicles by City, State, and County indicating where each motor vehicle is located*****

The vehicle(s) requires registration and/or permitting only (i.e. "off-road", "specialty vehicle", "off-highway", etc.) and is exempt from titling. The Certificate of Origin or existing title is attached or will be forwarded to Tine Leasing Capital, L.P. immediately upon receipt.

Sales/Use Tax: (check one)

Subject to sales and use tax. (Tax will be charged based on the type of motor vehicle and on the state in which the motor vehicle is located.): or

Exempt from sales and use tax, for the following reason:

(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the motor vehicle is located in a state or locality that requires reporting of the motor vehicle on a personal property tax return, please include the motor vehicle with other property you own.

Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Tine Leasing Capital, LP. does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

1. GUARANTY; DEFINITIONS. In consideration of any credit or other financial accommodation now or hereafter extended or made to

(Lessee), TNCL TRANSPORTATION LLC or any of them,

by CD FREIGHT & LOGISTICS LLC. and affiliates ("Lessor"), and for other valuable consideration, the undersigned ()

"Guarantor"), unconditionally guarantees to Lessor the full and prompt payment and performance when due of any and all Indebtedness of the Lessee to Lessor. The term "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Lessee, or any of them there to fore, now or hereafter made, incurred or created, whether direct or indirect, voluntary or involuntary and however arising, whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any loan agreement, note, lease, security agreement, swap, derivative, foreign exchange, hedge, deposit, treasury



management or other similar transaction or arrangement, and all modifications, extensions and renewals thereof, and whether Lessee may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter become unenforceable. This Guaranty is a guaranty of payment and not collection.

2. CONTINUING LIABILITY; SUCCESSIVE TRANSACTIONS; REVOCATION; OBLIGATION UNDER OTHER GUARANTIES.

This is a continuing guaranty and all rights, powers and remedies hereunder shall apply to all past, present and future Indebtedness of the Lessee to Lessor, including that arising under successive transactions which shall either continue the Indebtedness, increase or decrease it, or from time to time create new Indebtedness after all or any prior Indebtedness has been satisfied, and notwithstanding the death, incapacity, dissolution, liquidation or bankruptcy of the Lessee or Guarantor or any other event or proceeding affecting the Lessee or Guarantor. This Guaranty shall not apply to any new Indebtedness created more than fifteen (15) days after actual receipt by Lessor of written notice of its termination as to such new Indebtedness; provided however, that loans, advances, leases or other financial accommodations made by Lessor to, for or with the Lessee after termination under commitments existing prior to receipt by Lessor of such termination, and extensions, renewals or modifications, of any kind, of Indebtedness incurred by the Lessee or committed by Lessor prior to receipt by Lessor of such termination, shall not be considered new Indebtedness. Any such notice must be sent to Lessor by registered U.S. mail, postage prepaid, addressed to its office at the top of this page, or at such other address as Lessor shall from time to time designate. Termination of this Guaranty by any single Guarantor will not affect the existing and continuing obligations of any other Guarantor hereunder. The obligations of Guarantor hereunder shall be in addition to any obligations of Guarantor under any other guaranties of any liabilities or obligations of the lessee or any other persons heretofore or hereafter given to Lessor unless said other guaranties are expressly modified or revoked in writing; and this Guaranty shall not, unless expressly herein provided, affect or invalidate any such other guaranties.

3. OBLIGATIONS JOINT AND SEVERAL; SEPARATE ACTIONS; WAIVER OF STATUTE OF LIMITATIONS; REINSTATEMENT OF LIABILITY. The obligations hereunder are joint and several and independent of the obligations of Lessee, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against the Lessee or any other person, or whether the Lessee or any other person is joined in any such action or actions.

Guarantor acknowledges that this Guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this Guaranty, and this Guaranty is in full force and effect and is binding on Guarantor as of the date written below, regardless of whether Lessor obtains collateral or any guaranties from others or takes any other action contemplated by Guarantor. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof. The liability of Guarantor hereunder shall be reinstated and revived and the rights of Lessor shall continue if and to the extent for any reason any amount at any time paid on account of any Indebtedness guaranteed hereby is rescinded, avoided or must otherwise be restored by Lessor, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Lessor in its sole discretion; provided however, that if Lessor chooses to contest any such matter at the request of Guarantor, Guarantor agrees to indemnify and hold Lessor harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Lessor in connection therewith, including without limitation, in any litigation with respect thereto.

4. AUTHORIZATIONS TO LESSOR. Guarantor authorizes Lessor either before or after revocation hereof, without notice to or demand on Guarantor, and without affecting Guarantor's liability hereunder, from time to time to: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any portion thereof, including increase or decrease of the rate of interest thereon; (b) exchange, enforce, waive, subordinate or release any security for the payment of this Guaranty or the Indebtedness or any portion thereof;



(c) apply such security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement, mortgage, or deed of trust, as Lessor in its discretion may determine; (d) release or substitute any one or more of the endorsers or any other guarantors of the Indebtedness, or any portion thereof, or any other party thereto; and (e) apply payments received by Lessor from the Lessee to any Indebtedness of the Lessee to Lessor, in such order as Lessor shall determine in its sole discretion, whether or not such Indebtedness is covered by this Guaranty, and Guarantor hereby waives any provision of law regarding application of payments which specifies otherwise. Lessor may without notice assign this Guaranty in whole or in part.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Date of Agreement:

Guarantor:

Date of Birth:

Social Security Number:

Driver's License Number:

5. REPRESENTATIONS, WARRANTIES AND COVENANTS. (a) Guarantor represents and warrants to Lessor that: (i) this Guaranty is executed at Debtor's request; (ii) Guarantor shall not, without Creditor's prior written consent, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or a substantial or material part of Guarantor's assets other than in the ordinary course of Guarantor's business; (iii) Lessor has made no representation to Guarantor as to the creditworthiness of the Lessee and (iv) Guarantor is not and has never been a Blocked Person (defined below) nor does Guarantor have any ownership interest in any Blocked Person. (b) Guarantor covenants with Lessor that: (i) from time to time as may be requested by Lessor, Guarantor will deliver to Lessor with reasonable promptness, (x) personal financial statements (y) state and federal tax returns and (z) such other financial information as Lessor shall reasonably request; (ii) Guarantor will not change his or her name or address without giving Lessor at least 30 days prior written notice thereof; and (iii) for so long as any of the Indebtedness remains outstanding, Guarantor shall not become a Blocked Person or own or hold, directly or indirectly, any ownership interest in any Blocked Person. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Lessor, to be a person to whom Lessor is not permitted to extend credit or with regard to whom a guarantor relationship may result in penalties against Lessor or limitations on a Creditor's ability to enforce a transaction.

6. GUARANTOR'S WAIVERS.

Guarantor waives any right to require Lessor to: (i) make demand upon, assert claims against or proceed against the Lessee or any other person; (ii) marshal assets or proceed against or exhaust any security held from the Lessee or any other person; (iii) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from the Lessee or any other person; (iv) take any other action or pursue any other remedy in Creditor's power; or (v) make any presentment or demand for performance, or give any notice of extensions, modifications or renewals of Indebtedness, any new transactions between Lessee and Lessor and/or any other Guarantor, presentment, nonperformance, protest, notice of default, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Lessor as security for or which constitute in whole or in part the Indebtedness guaranteed hereunder, or in connection with the creation of new or additional Indebtedness.

Guarantor waives any defense to its obligations hereunder based upon or arising by reason of: (i) any disability or other defense of the Lessee or any other person; (ii) the cessation or limitation from any cause whatsoever, other than payment in full, of the Indebtedness of the Lessee or any other person; (iii) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of the Lessee which is a corporation, partnership or other type of entity, or any defect in the



formation of any such Lessee; (iv) the application by the Lessee of the proceeds of any Indebtedness for purposes other than the purposes represented by Lessee to, or intended or understood by, Lessor or Guarantor; (v) any act or omission by Lessor which directly or indirectly results in or aids the discharge of the lessee or any portion of the Indebtedness by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Lessor against the Lessee; (vi) any impairment of the value of any interest in any security for the Indebtedness or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (vi) or any requirement that Lessor give any notice of acceptance of this Guaranty. Until all Indebtedness shall have been paid in full, Guarantor shall have no right of subrogation, and Guarantor waives any right to enforce any remedy which Lessor now has or may hereafter have against the Lessee or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Lessor. Guarantor further waives all rights and defenses Guarantor may have arising out of (A) any election of remedies by Lessor, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Indebtedness, destroys Guarantor's rights of subrogation or Guarantor's rights to proceed against the Lessee for reimbursement, or (B) any loss of rights Guarantor may suffer by reason of any rights, powers or remedies of the Lessee in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging Debtor's Indebtedness, whether by operation of law or otherwise, including any rights Guarantor may have to a fair market value hearing to determine the size of a deficiency following any foreclosure sale or other disposition of any real property security for any portion of the Indebtedness. REMEDIES; NO WAIVER. All rights, powers and remedies of Lessor hereunder are cumulative. No delay, failure or discontinuance of Lessor in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by Lessor of any breach of this Guaranty, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing.

COSTS, EXPENSES AND ATTORNEYS' FEES. Guarantor shall pay to Lessor immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees, expended or incurred by Lessor in connection with the enforcement of any of Creditor's rights, powers or remedies and/or the collection of any amounts which become due to Lessor under this Guaranty or to enforce or collect any of the Indebtedness, and the prosecution or defense of any action in any way related to this Guaranty.

SUCCESSORS; ASSIGNMENT. This Guaranty shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Guarantor may not assign or transfer any of its interests or rights hereunder without Creditor's prior written consent. Guarantor acknowledges that Lessor has the right, without notice to or the consent of Lessee or Guarantor, to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, any Indebtedness of Debtor to Lessor and any obligations with respect thereto, including this Guaranty. In connection therewith, Lessor may disclose all documents and information which Lessor now has or hereafter acquires relating to Guarantor and/or this Guaranty, whether furnished by Lessee, Guarantor or otherwise. Guarantor further agrees that Lessor may disclose such documents and information to Lessee.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lessor under any applicable community property laws, Guarantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Guarantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lessor, in addition to any other property that may be subject to rights of Lessor. Guarantor also agrees not to, without Creditor's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly



registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership.

MISCELLANEOUS. This Guaranty may be amended or modified only in writing signed by Lessor and Guarantor. In all cases where there is more than one Lessee named herein, the word "Lessee" shall mean all or any one or more of them as the context requires. If any waiver or other provision of this Guaranty shall be held to be prohibited by or invalid under applicable public policy or law, such waiver or other provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such waiver or other provision or any remaining provisions of this Guaranty. This Guaranty shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws principles. Guarantor will promptly execute and deliver to Lessor such further documents, and take such further action and provide such information as Lessor may request in order to carry out more effectively the intent and purpose of this Guaranty, and or comply with laws or regulations applicable to Guarantor, Lessor, and/or the transaction evidenced by this Guaranty, including information identifying the owners of Guarantor and its affiliates and their respective ownership interests. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Guaranty (a "Counterpart") as the binding and effective record of this Guaranty whether or not an ink signed copy hereof is also received by Lessor from the undersigned, provided, however, that if Lessor accepts a Counterpart as the binding and effective record hereof, the Counterpart acknowledged in writing by Lessor shall constitute the record hereof. The Guarantor represents to Lessor that the signature that appears on the Counterpart that is transmitted by Guarantor to Lessor in any manner described above is intended by Guarantor to authenticate the Counterpart notwithstanding that such signature is electronic, facsimile or a reproduction and Guarantor further agrees that such Counterpart received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against the Guarantor. If Lessor accepts a Counterpart as the binding and effective record hereof only such Counterpart acknowledged in writing by Lessor may be marked "Original" and perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Creditor's ink signed acknowledgement and is marked "Original."

12.12. WARRANT OF ATTORNEY. Guarantors hereof hereby authorize any attorney at law to appear in any court of record of the State of Ohio or any other State in the United States at any time after this guaranty becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgment in favor of the legal holder hereof against the makers) and endorser(s), or either or any one or more of them, for the amount of principal and interest then appearing due upon this note, together with costs of suit and to release all errors and waive all right to appeal. The guarantors hereby acknowledge this debt arises from non-consumer lending and waive presentment, demand, notice of dishonor, protest and notice of nonpayment and protest. Each of the undersigned has executed this instrument in the capacity of obligor, regardless of the location of his signature.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE LESSOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

