



TERMS AND CONDITIONS

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1. TERM. The lease term for the specific Equipment to be leased shall be as set forth in the Rental Agreement, unless sooner terminated as a result of Lessee's Default. "Equipment" includes the Stoughton Rental semi-trailer, chassis, refrigerated trailer, or other over-the-road, cartage, or storage equipment, together with any tracking unit and related sensors, if applicable.

2. LEASE PAYMENTS. Lessee shall pay Stoughton Rental and Leasing Company, LLC (for purposes of this Agreement, hereafter "Stoughton Rental" or "Lessor") the Lease Payments, including but not limited to any and all rental charges and Use Charges, as stipulated in the Rental Agreement, or addenda, schedules, or exhibits to the foregoing, as applicable. "Use Charges" include the required payments to be made by Lessee to Stoughton Rental for every day (including Saturdays, Sundays, and Holidays) Equipment is on lease or rent to Lessee whether or not such Equipment is in the use, possession, control or operation of Lessee. Use Charges shall include the rental rate set forth in the Lease plus any and all other charges required to be paid by Lessee therein, including, without limitation, fees for use of any communication services, software, and Emergency Breakdown Service Assistance ("EBSA") calls. Use Charges are based on twenty-eight day billing period unless otherwise specified in the Lease. Use Charges shall commence on the date the Equipment is available for delivery to or pick-up by Lessee. Use Charges shall continue until such Equipment is returned to Stoughton Rental at the location set forth in the Lease, in the same condition as when received, normal wear excepted, or until payment is made of the Casualty Loss Value as provided herein. Lessee shall pay all invoices within ten days from date of invoice. "Casualty Loss Value" shall be equal to the present value of a unit of Equipment as determined by Stoughton Rental in its sole discretion on the first day of the month during which the loss or destruction occurs. All amounts shall be paid in immediately available funds. Lessee shall make all payments in U.S. currency to the lockbox address provided by Stoughton Rental and Lessee shall not deliver payments directly to any Stoughton Rental location.

Late Charges: For each Lease Payment or other sum due under a Lease that is not paid when due, and remains unpaid ten days after such due date, Lessee shall pay Stoughton Rental a late charge calculated thereon at the rate of eighteen percent per annum (or the maximum amount permitted by applicable law if less) for the period of delinquency, whether such amount is due prior to or after a Default. If Lessee provides Stoughton Rental with a check, or authorizes Stoughton Rental to collect payments through a pre-authorized payment, electronic payment, or any other form of payment that is returned due to insufficient funds, or payment is otherwise declined. Lessee shall be subject to and agrees to pay Stoughton Rental an additional processing fee of one hundred dollars for each such occurrence. The accrual and collection of such late charges shall be in addition to and not in lieu of any other rights and remedies Lessor may have under this Lease.

Mileage Charges: Lessee shall pay Stoughton Rental any mileage charges for actual miles traveled by a unit of Equipment at the rate specified in the Lease. Miles traveled shall be measured by an equipment monitoring device, as determined by Stoughton Rental. A mileage reading shall be taken by Stoughton Rental at the time Lessee picks up the Equipment or it is delivered to Lessee and at the time the Equipment is returned. In the event that an equipment monitoring device is not available, missing, or fails to function properly, Lessee shall pay Stoughton Rental a mileage

charge based on the average miles historically traveled by similar units of Equipment leased or rented from Stoughton Rental, as determined by Stoughton Rental. In any event, the Lessee shall notify Stoughton Rental when a tire reaches four thirty-seconds of an inch of tread depth and/or when the brake lining for a wheel end reaches three-eighths of an inch of wear remaining so maintenance can be performed at a Stoughton Rental location. Excessive tread wear charges as set forth below.

Refrigeration Charges: Lessee shall pay Stoughton Rental a refrigeration charge for engine hours used on any refrigerated unit of Equipment as specified in the Lease. Refrigeration hours shall be measured by the equipment monitoring device as determined by Stoughton Rental. A refrigeration hour reading shall be taken by Stoughton Rental at the time the Lessee picks up the Equipment and upon return. In the event that an equipment monitoring device is not available, missing, or fails to function properly, Lessee shall pay Stoughton Rental a refrigeration charge based on the average refrigeration hours historically used by similar units of Equipment leased or rented from Stoughton Rental, as determined by Stoughton Rental.

Tire Wear Charges: Lessee shall pay Stoughton Rental a charge for tire wear as specified in the Lease. The tread depth of each tire shall be measured by Stoughton Rental in thirty-two seconds of an inch increments at the time of delivery to or pick-up by Lessee. A similar measurement shall be made by Stoughton Rental upon redelivery of the unit of Equipment to Stoughton Rental. Tire depth shall be measured at the lowest point of remaining tire tread.

Brake Wear: Lessee shall pay Stoughton Rental a charge for brake lining wear as specified in the Lease. The brake lining for each wheel end shall be measured by Stoughton Rental in one-eighth of an inch increments at the time of delivery to or pick-up by Lessee. A similar measurement shall be made by Stoughton Rental upon redelivery of the unit of Equipment to Stoughton Rental.

Lessee shall bear the entire risk of loss, theft, damage, destruction or seizure of Equipment by or from any cause whatsoever. Lessee shall be obligated to pay Lease Payments and other sums owed hereunder even if Lessee is unable to use the Equipment, or any part of it, because of loss, theft, damage, destruction, seizure, non-repair, or for any reason whatsoever. All lease payments shall be paid by Lessee irrespective of any setoff, counterclaim, recoupment, defense, or other right which Lessee may have against the manufacturer of the Equipment or any other party.

3. **WARRANTY AND EXCLUSION OF WARRANTY.** The only warranty (other than ones of description of the Equipment and against interference with the Lessee's interest under this Lease) to which the Equipment is subject to is the manufacturer's express warranty to the extent applicable. Lessor agrees that Lessee may receive, to the extent of its interest under the Lease, the benefit of any manufacturer's warranty that covers the Equipment. Lessee must abide by the restrictions and limitations of duration and remedy of any such manufacturing warranty. The Lessor does not ratify or adopt any such manufacturer's warranty.

In a dispute about the manufacturer's warranty, Lessee agrees to keep making rental payments to Lessor. Lessee agrees not to assert against any assignee of Lessor any such rights to withhold arising out of this Lease, except as otherwise provided by law. Lessee understands that Lessor is

not offering any express or implied warranties with respect to the Equipment. EXCEPT AS PROVIDED ABOVE, LESSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT SHALL BE FIT FOR A PARTICULAR PURPOSE.

4. TAXES AND FEES. Lessee shall keep the Equipment free and clear of all levies, liens, security interests, and encumbrances, and shall pay all license fees, registration fees, assessments, charges, and taxes, municipal, state, and federal, which now or hereafter may be imposed upon the ownership leasing, renting, sale, possession, or use of the Equipment, excluding, however, all taxes on Lessor's income. Lessee also shall provide and pay for all permits and licenses, if any, that are necessary for the operation of the Equipment or any parts thereof. Lessee shall pay promptly to Stoughton Rental when due, all taxes, fees and assessments, including, without limitation, all license and registration fees, sales, use, property, gross receipts, excise, transaction, ad valorem, privilege, intangible, stamp, tonnage, mileage, highway use, road use, fuel or other taxes, duties, imposts, or charges, together with any fines, penalties, or interest thereon (unless such fines, penalties or interest arise solely from Stoughton Rental's gross negligence or willful misconduct) now or hereafter imposed by any governmental body, upon or with respect to, any of the Equipment or the use, possession, ownership, leasing, operation, delivery, or return thereof (excluding, however, franchise taxes and any taxes based on the net income of Stoughton Rental). Any fees, taxes, or other amounts paid by Stoughton Rental upon failure of Lessee to make such payments set forth in this Section shall be payable upon demand from Lessee to Stoughton Rental. Lessee shall file and pay all federal and/or state highway, use, tonnage, and mileage taxes, duties, imposts, or charges to the appropriate authority except as otherwise provided herein, and shall provide to Stoughton Rental, upon request, such documents and records as Stoughton Rental may deem necessary in support of those filings.

5. MAINTENANCE. Lessee shall, at its expense, maintain the Equipment, and all additions, attachments and accessories with respect thereto, in good mechanical condition, repair and working order, and shall furnish all parts, mechanisms, devices and servicing required therefore so that the value and condition of the Equipment shall, at all times, be maintained, normal wear resulting from proper use of the Equipment excepted. Lessee shall, at its expense, cause the Equipment to be maintained, serviced and repaired in accordance with the manufacturer's instructions and manuals, by competent and duly-qualified personnel, and in compliance with all federal, state, and municipal laws and regulations. Without the prior written consent of Lessor, Lessee shall not make any repair, alteration, or attachment with respect to the Equipment which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or results in the creation of a mechanic's or material lien with respect thereto. All additions, attachments, accessories, and repairs at any time made or placed upon the Equipment shall become part of the Equipment and shall be the property of Lessor. Lessee shall not make any repairs inconsistent with the Repair Standards, and shall not operate the vehicle if any repairs are made inconsistent with the Repair Standards. A current copy of the Repair Standards may be obtained at <http://www.stoughtonlease.com>, and the then-current copy of the Repair Standards

are incorporated herein by reference as if fully set forth herein. Lessee shall not have any repairs made if it is not knowledgeable with all current Repair Standards, and shall contact Stoughton Rental in the event it does not have access to all applicable Repair Standards.

Lessee shall return each unit of Equipment with tires of equal quality to the tires on the unit at the commencement of the Lease, as determined by Stoughton Rental in its sole discretion. Lessee shall pay Stoughton Rental the pro-rated value, on a replacement cost basis, of the lost remaining-life, including a casing charge, for any tire returned in a damaged condition or replaced at a location other than any Stoughton Rental location that is not returned to Stoughton Rental. For purposes herein, tire damage includes, but is not limited to, excessive wear, flat spotting, skid damage, abnormal wear due to equipment defect or improper maintenance or other damage that reduces the remaining useful life of the tire or its casing. A tire is excessively worn if its tread wear exceeds 1/32nds of an inch per ten thousand miles traveled.

If the Equipment provided to Lessee is designated to be utilized as a storage trailer, such Equipment is intended for storage use only and should not be used to transport merchandise and/or freight over-the-road. If Lessee, following initial delivery of such storage trailer, operates Equipment over-the-road in violation of the preceding sentence, Lessee shall be responsible for all drayage and road service charges and Lessee shall pay Stoughton Rental a mileage charge of \$0.10 per mile traveled by such storage trailer following initial delivery to Lessee.

6. **INSPECTION: NOTICE OF LOCATION AND LIENS.** Lessor and its agents shall, at any time, without notice to Lessee, have the right to enter upon the premises where the Equipment may be located for the purpose of inspecting it and observing its use, Lessee shall give Lessor immediate notice of any mechanic's or material liens, attachments or other judicial process affecting any item of Equipment. In addition, Lessee shall, upon demand by Lessor, advise Lessor of the exact location of the Equipment and produce all records relating to the maintenance, repair and condition of the Equipment for inspection by Lessor. Upon reasonable notice from Stoughton Rental, Lessee shall promptly provide Stoughton Rental with the current location of each unit of Equipment Lessee rents or leases from Stoughton Rental.

7. **REPAIRS.** In addition to its obligations in Section 5 above, Lessee shall, at its own expense, repair all property damage to the Equipment during the term of the Lease, regardless of whether such property damage was caused by Lessee, its agents, some other person or party, or any natural disaster. In the event that such repair costs are covered and paid for by Lessee's insurance, Lessee shall pay all deductibles and other sums not covered and paid for thereunder. Lessee shall not make any repairs inconsistent with the Repair Standards, and shall not operate the vehicle if any repairs are made inconsistent with the Repair Standards. Lessee shall not have any repairs made if it is not knowledgeable with all current Repair Standards, and shall contact Stoughton Rental in the event it does not have access to all applicable Repair Standards. All repairs must be in accordance with the manufacturer's instructions and manuals and in compliance with all federal, state and municipal laws and regulations.

In the case of total loss of a unit of Equipment beyond economic repair for any reason, including theft, collision, confiscation, fire, destruction, natural disaster or any other total casualty, regardless of where it may have occurred and notwithstanding any amounts which may be paid or disputed by Lessee's insurance company, Lessee is responsible for and shall promptly pay Stoughton Rental the Casualty Loss Value of such unit of Equipment. Stoughton Rental reserves the right to determine whether a unit of Equipment has in fact suffered an event of total loss or damage beyond economic repair. Lessee's requests for Casualty Loss Value quotes shall in no way constitute notice to Stoughton Rental that Lessee has suffered a total loss of a unit of Equipment.

In case of partial loss or damage to any unit of Equipment regardless of where it may have occurred (except the trailer tracking unit), Lessee shall make all repairs and/or replacements at Lessee's expense in accordance with the Repair Standards as set out herein. Lessee shall not attempt to repair and shall return to Stoughton Rental for repair all non-functioning or damaged trailer tracking units. Lessee shall be liable to Stoughton Rental for the total estimated or actual cost as determined by Stoughton Rental in its sole discretion, to repair any Equipment returned to Stoughton Rental in a non-functioning or damaged condition or repaired in a manner that is not in compliance with the Repair Standards. Stoughton Rental reserves the right to not repair any non-functioning or damaged Equipment in which case Lessee shall remain responsible for the estimated cost of repairs, as determined by Stoughton Rental in its sole discretion, regardless of whether the damaged Equipment is actually repaired. Lessee shall not be entitled to any refund of any estimated cost of repair paid by Lessee should the actual cost of repair in fact be less. Lessee shall maintain and upon written request, provide Stoughton Rental with written descriptions of all maintenance work or repairs made to the Equipment in accordance with the Repair Standards, Lessee shall use first class materials and parts in the repair and service of the Equipment in addition to any other applicable warranty. Lessee agrees that it shall, at its own expense, rectify, repair and replace any and all known defects or other conditions to the Equipment not in compliance with the Repair Standards, arising from defective or improper materials or workmanship furnished by it or its subcontractors.

8. **INSURANCE.** Lessee shall, at its own expense, procure and maintain, in full force and effect, "all risk" property insurance, including without limitation comprehensive and collision insurance, with a deductible of not more than \$1,000.00, insuring against all risks of loss, theft or damage to the Equipment from every cause whatsoever. The limits of said insurance shall not be less than one hundred percent of the fair market value of the leased Equipment on the date leased. Such insurance shall insure Stoughton Rental's interest in the Equipment and shall name Stoughton Rental as an additional "named insured" and "loss payee." No loss or damage to the Equipment, or any part thereof, shall impair any obligation of Lessee under this Lease which shall continue in full force and effect. If any Equipment is determined by Stoughton Rental to be lost, stolen, destroyed, or damaged in whole or in part, Lessee at its expense, shall within thirty days do one of the following: (i) place that Equipment in good repair, condition, and working order as required in Sections 5 and 7 herein: or (ii) with Stoughton Rental's written approval, replace said Equipment with like Equipment that is in good repair, condition, and working order, and provide to Stoughton Rental a bill of sale covering the replacement Equipment; or (iii) pay Stoughton

Rental in cash the total amount per Casualty Schedule B attached to this Lease, and in such event this Lease shall thereupon terminate as to such items of Equipment only, and the lease payment under this Lease for the remaining items shall be reduced in direct proportion to the relationship between the said values of the items so lost, stolen, destroyed, or damaged beyond repair and the total value of all leased Equipment covered by this Lease.

Lessee shall, at its own expense, carry general liability insurance (including automobile liability insurance) providing coverage for liabilities arising from the Equipment, including without limitation liability insurance for death, bodily injury and property damage. Such insurance policies shall provide at least \$2,000,000.00 in insurance all persons injured or killed in the same accident or occurrence, and no less than \$2,000,000.00 in insurance for property damage. All such policies shall name Stoughton Rental as an additional "named insured" and "loss payee". The liability insurance required by this Section shall be fully applied before any contribution from Stoughton Rental's insurance regardless of whether Stoughton Rental's insurance is considered primary, excess or self-insurance.

All such insurance shall be in form and with companies approved by Stoughton Rental, and shall be in the joint names of Stoughton Rental and Lessee. Lessee shall pay the premiums therefor and deliver the policies, or duplicates thereof, to Stoughton Rental prior to commencement of this Lease. In addition thereto, Lessee shall, upon request, deliver proof of insurance and paid premium receipts to Stoughton Rental. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Stoughton Rental, that it shall give Stoughton Rental ten days written notice before the policy in question shall be altered or canceled. The proceeds of such insurance, other than liability insurance, shall be paid to Stoughton Rental and, at the option of Stoughton Rental, shall be applied: (i) toward the replacement, restoration, or repair of the Equipment, or (ii) toward payment of the Lessee's obligations hereunder. Lessee hereby appoints Stoughton Rental as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts for loss of damage under any insurance policies procured and maintained by Lessee pursuant to this Section.

If Lessee fails to secure, maintain, and pay for such insurance coverage, or fails to furnish Stoughton Rental with satisfactory evidence of such insurance coverage, or fails to comply with any other terms and conditions of this Lease, such failure on Lessee's part shall constitute an event of immediate Default pursuant to the terms of Section 15 herein.

If Lessee fails to maintain liability insurance, or fails to furnish Stoughton Rental the required evidence of insurance, Stoughton Rental, without prejudice to any other remedy it may have, is authorized, but not obligated, to procure the insurance required by this Section upon reasonable terms and conditions, and Lessee shall pay Stoughton Rental, as additional payment, the amount of all premiums paid by Stoughton Rental.

The insurance requirements of this Section may be satisfied in whole or in part by a self-insurance program maintained by Lessee which is acceptable to Stoughton Rental, provided however Stoughton Rental shall be named as an additional loss payee and/or additional insured under such program including umbrella policies, if any, which may be a part thereof. Lessee shall provide to Stoughton Rental evidence of such self-insurance program upon Stoughton Rental's request

together with a copy of Lessee's most recent financial statements, which shall be satisfactory to Stoughton Rental.

Lessee can fulfill its obligation to provide the all risk insurance required above, by purchasing the Collision Damage, Fire and Theft Waiver Options ("CDW") offered by Stoughton Rental. In the event Lessee has elected the CDW option Lessee hereby acknowledges that CDW (i) is a damage waiver program, (ii) is not an all risk insurance program covering physical loss of or damage to the Equipment for the benefit of Lessee, and (iii) is intended solely (A) to reimburse Stoughton Rental for any repairs required for any unit of Equipment returned to Stoughton Rental in a damaged condition, subject to applicable deductible or (B) to pay Stoughton Rental the Casualty Loss Value of any unit of Equipment which was to be returned to Stoughton Rental upon termination of the Lease and such unit of Equipment is a total loss by theft, confiscation, fire, destruction, damage beyond economic repair or any other total casualty; and in addition to the terms set forth therein, the benefits of such coverage shall not be available to Lessee unless each of the following conditions have been met: (i) Lessee is in compliance with all terms and conditions of the Lease, including current on all payments; (ii) all casualty loss or damage to the unit of Equipment must have occurred in the United States or Canada; (iii) such damage or loss was not the result of Lessee's negligence and/or failure to maintain proper care and control of such unit of Equipment; (iv) Lessee shall have promptly notified Stoughton Rental in writing and obtained a police report of any loss or damage to any unit of Equipment as soon as practicable, and in any case, not later than 72 hours after the occurrence of such casualty loss or damage, and shall have delivered promptly to Stoughton Rental a copy of the applicable police report; and (v) Lessee shall have provided to Stoughton Rental any additional documentation it may request relating to the casualty loss or damage and comply with any other requirements of Stoughton Rental. Oral requests for quotes on casualty loss or damaged Equipment shall not constitute the required notice under this Section. Further, lessee shall be liable for the first \$1,500.00 for each occurrence of damage to or loss of any unit (or the first \$5,000.00 in the case of refrigerated or specialty Equipment), herein called a deductible. In addition, Lessee hereby agrees that Use Charges shall continue to accrue with regard to such Equipment until Lessee has paid the required deductible. CDW shall terminate immediately upon any Default by Lessee under the Lease. Stoughton Rental, in its sole discretion, may discontinue providing CDW to Lessee on ten days prior written notice.

9. SECURITY DEPOSIT. As a condition precedent to Stoughton Rental entering into the Lease and to Stoughton Rental making the Equipment available to Lessee, and as security for the full performance by Lessee of its obligations hereunder, a security deposit in an amount determined by Stoughton Rental, may be required and, if required, shall be delivered to Stoughton Rental by Lessee prior to Lessee taking possession of any Equipment. Such security deposit may be used to offset any amounts due and owing, by Lessee to Stoughton Rental pursuant to the Lease. The security deposit, or any balance thereof, if any, shall be returned to Lessee after all of the Equipment leased hereunder has been returned to Stoughton Rental and after deduction of any amounts due and owing by Lessee to Stoughton Rental, including, without limitation, all unpaid Use Charges and any repair or replacement expenses.

10. ADEQUATE ASSURANCES. During the term of any Lease, Stoughton Rental, in its sole discretion, may require that Lessee immediately enter into reasonable security arrangements with Stoughton Rental. Such security arrangements may include, but are not limited to, providing a security deposit, letter of credit, or the payment of estimated charges sufficient to protect Stoughton Rental from all risk of loss. Failure by Lessee to comply with any of the terms of this provision shall constitute a Default of the Lease and Stoughton Rental shall be entitled to all rights and remedies provided herein.
11. ACCEPTANCE OF EQUIPMENT. Lessee's Agent shall supply a valid commercial driver's license and sign Stoughton Rental's Rental Agreement binding Lessee to these terms and conditions, before taking possession of the Equipment. Lessee acknowledges that Lessee has authorized Lessee's Agent, if applicable, to pick-up and/or return the Equipment to the location set forth in the Lease and that the signature of Lessee's Agent on Stoughton Rental's Rental Agreement shall bind Lessee to the terms thereof and these terms and conditions. In the event that Lessee fails to sign the Equipment Rental Agreement, Lessee is bound to the terms of such Equipment Rental Agreement and the Standard Terms and Conditions if Lessee takes possession of any of Stoughton Rental's Equipment. When Lessee takes possession of the Equipment, Lessee agrees to accept the Equipment in the condition as reported in the Rental Agreement unless contested by Lessee's Agent at the time of pick-up. Lessee acknowledges that Lessee took possession of the Equipment in good repair and working condition. Equipment shall be returned to Stoughton Rental in the same condition reported in the Rental Agreement, with the exception of normal wear. Unless otherwise set forth in the Lease, Lessee, at its expense, shall return the Equipment to the Stoughton Rental location from which Lessee picked up the Equipment. In the event that Lessee returns the Equipment to a Stoughton Rental location other than such location described in the foregoing sentence, a drop charge of up to \$500.00; provided, that in any event Stoughton Rental's prior written consent to return the Equipment to any such other location shall be required. If Stoughton Rental closes the branch location where the Equipment originated, Lessee agrees to return the Equipment to the closest branch to the originating branch, or such other Stoughton Rental branch location as Stoughton Rental and Lessee may mutually agree. Lessee shall be responsible for all costs incurred by Stoughton Rental in arranging delivery or pick-up of the Equipment to or from a non-Stoughton Rental location. In any event, Stoughton Rental's inspection at the time of initial pickup by Lessee shall be conclusive of the Equipment's condition upon the commencement of the Lease Term and Stoughton Rental's Inbound Inspection shall be conclusive of the Equipment's condition upon the expiration of the Lease Term. Unless Lessee gives written notice to Lessor within forty-eight hours after receiving the Equipment, specifying defects or other objections, it shall be conclusively presumed as between Lessor and Lessee that Lessee has fully inspected the Equipment, that is in full compliance with the terms of this Lease, that is in good condition and repair, and that Lessee is satisfied with and has accepted the Equipment.
12. OWNERSHIP AND TERM. Lessee acknowledges that title to the Equipment shall at all times be vested in Stoughton Rental, and no right, title, or interest in the Equipment shall pass to Lessee

other than, conditioned upon Lessee's compliance with the Lease, the right to possess and use the Equipment as provided in the Lease. Lessee agrees not to sell, assign, sublet, pledge, or otherwise encumber any interest in the Lease or the Equipment and agrees to keep the same free from any lien, encumbrance, right of distraint or any other claim that may be asserted by any third party. Lessee shall immediately notify Stoughton Rental in writing of any tax or other liens attaching to the Equipment. Stoughton Rental may require plates or markings to be affixed to or placed on the Equipment indicating Stoughton Rental's interest. Stoughton Rental and Lessee hereby confirm their intent that the Equipment always remain and be deemed personal property even though the Equipment may hereafter become attached or affixed to realty. Lessee shall obtain all such waivers as Stoughton Rental may reasonably require to acknowledge Stoughton Rental's title to and assure Stoughton Rental's right to remove the Equipment, including any landlord and mortgagee waivers. In the event a court of competent jurisdiction determines that the Lease represents a conditional sale or financing arrangement, Lessee grants Stoughton Rental a continuing first priority security interest in the Equipment and all proceeds thereof to secure Lessee's obligations under the Lease. The Lease may not be terminated or canceled for any reason whatsoever, except as expressly provided in the Lease. The representations, warranties, obligations, and indemnities of Lessee under the Lease and hereunder shall survive the termination or cancellation of the Lease to the extent required for their full observance and performance. If the Lessee retains possession of the Equipment following the termination or cancellation of the Lease, Stoughton Rental, in its sole discretion, may: a) amend the Use Charges upon ten days' prior written notice to the Lessee; and/or b) demand immediate return of the Equipment.

13. USE OF EQUIPMENT. Lessee shall cause the Equipment to be used and operated in accordance with all applicable manufacturer's manuals and instructions, and in accordance with all government laws and regulations. All Equipment issued hereunder shall be used and operated only by safe and licensed drivers to be employed by Lessee, said drivers to be, and to be deemed to be, agents of the Lessee only. Lessee shall require its drivers to use and operate the Equipment with reasonable care and to use every reasonable precaution to prevent loss or damage to any Equipment because of fire, theft, collision, or any other reason, and to prevent injury to third persons or property of third persons. At no time may any Equipment be loaded beyond the gross weights recommended by the manufacturer or allowed by government laws or regulations. Lessee shall not remove, obscure, obliterate or otherwise alter any marks of identification on the Equipment. Except as set forth herein, Lessee shall not make any structural alterations to the Equipment. Lessee shall not use the Equipment for the transportation or storage of unprotected corrosive substances, trash, medical and/or solid waste and/or hazardous materials ("Hazardous Materials"). Lessee's use of the Equipment for such purposes or the violation of any applicable law regarding the transportation of Hazardous Materials shall be considered a Default of the Lease. Lessee shall promptly notify Stoughton Rental of any such Default. If Lessee notifies Stoughton Rental or Stoughton Rental determines that Hazardous Materials were placed in the Equipment, Stoughton Rental may, in its sole discretion, (i) require Lessee to immediately pay Stoughton Rental the Casualty Loss Value of the Equipment; or (ii) require Lessee, at Lessee's sole expense to restore and decontaminate the Equipment and provide proof of such

decontamination, including without limitation, methodology and pre and post decontamination sampling results and any other inspection or testing Stoughton Rental deems necessary to perform.

14. RETURN OF EQUIPMENT. Upon the expiration or earlier termination of this Lease with respect to any item of Equipment, Lessee shall immediately and without delay return the Equipment to Lessor by delivering the Equipment, at Lessee's expense, to Lessor's address in Stoughton, Wisconsin, or to such other location within the United States or Canada as is specified in the Rental Agreement. Prior to returning the Equipment, Lessee shall remove from such Equipment any name or other identification of Lessee thereon and such Equipment shall be in good repair, working order, and the same condition as when received, ordinary wear resulting from proper use of the Equipment excepted and free and clear of all liens, encumbrances, and rights of others whatsoever except liens or encumbrances resulting from claims against Lessor. Lessee shall return the Equipment to Lessor in the condition required by Sections 5 and 7 herein. Lessor retains sole discretion as to whether the Equipment complies with the foregoing conditions. If Lessee fails to return the Equipment at the end of the term of the Lease, the monthly rental rate during the holdover period shall increase to one hundred fifty percent of the monthly rental rate specified in this Lease. The increased lease rate shall begin with the first day after termination of the Lease and continue until all turn-in provisions are met.

15. DEFAULT. Time is of the essence as to Lessee's payment of all rental charges and its performance of all other obligations under this Lease. If Lessee defaults in the payment of rent and such default continues for more than twenty days, or if Lessee breaches or defaults in the performance of any other terms and conditions under this Lease or any other lease with Lessor and such breach or default continues for more than twenty days, (except as to default in Lessee's obligation to procure and maintain the insurance required by Section 8, as to which default there shall be no grace period), or if a petition under any Chapter of the Bankruptcy Code, as amended, or for the appointment of a receiver, or any other proceedings for the relief of debtors, is filed by or against Lessee or its guarantor(s), or if Lessee or its guarantor(s) make a general assignment for the benefit of creditors, suspend business operations, commit any act amounting to a business failure or Lessee's corporate existence shall cease or Lessee or any guarantor(s), without first obtaining Lessor's written consent, sell, transfer, pledge or otherwise encumber all or substantially all of its assets or consolidate or merge with any other entity or become the subject of or engage in, a leveraged buy-out, stock sale or any other form of corporate reorganization, change in ownership or control, then, in any of such event(s) (each of which shall constitute a breach of this Lease), Lessor, at its option may, by action and without notice to Lessee, declare this Lease in default, and accelerate the unpaid balance of the total lease payments due and to become due under this Lease, and thereupon all Equipment then subject to this Lease, and all the rights of the Lessee therein shall be surrendered to Lessor and Lessor may take possession of the Equipment wherever it may be found, and for that purpose may enter upon any property subject to the Lessee's control and possession. Lessor shall hold Equipment so repossessed free and clear of this Lease and of any rights of Lessee hereunder. In addition thereto, Lessor shall be entitled to recover from

Lessee, as liquidated damages for breach of this Lease and not as a penalty: (a) the unpaid balance of the total lease payments due and to become due up through the normal expiration date of this Lease, less the net proceeds from the Lessor's subsequent sale of the Equipment, if sold, or if leased, the lease payments obtained by Lessor under such subsequent lease attributable to the period remaining under this Lease; (b) all costs incurred by Lessor in repossessing, storing, repairing, maintaining and selling or leasing the Equipment; (c) interest after default at the highest allowable rate upon all damages resulting from Lessee's breach; (d) all court costs, expert witness fees, and legal fees incurred by Lessor in the enforcement of its rights and remedies under this Lease; and € any other actual or consequential damages arising from Lessee's default. Lessor's repossession and subsequent sale or lease of the Equipment shall not affect Lessor's right to recover from Lessee any and all other damages caused by Lessee's breach of this Lease. Lessor's rights and remedies hereunder shall be cumulative, not exclusive, and shall be in addition to all other rights and remedies available at law, in equity or in bankruptcy.

16. LEASE. Lessee hereby acknowledges and agrees this is a true contractual lease, not a financing lease or installment sales contract. Lessee shall not acquire, and is not acquiring, any right, title or interest in or to the Equipment, except as a lessee. While possessing, using or operating the Equipment leased hereunder, neither Lessee nor any of its agents or employees shall be considered the agent of Lessor. Except as otherwise provided in this Lease, Lessor shall have no right to control Lessee's use and operation of the Equipment. Lessee specifically assumes responsibility for all wages, unemployment and worker's compensation insurance, and other social security requirements. Lessor may assign, without notice to Lessee, all rental payments due or to become due hereunder and all of its rights, title and interest in and to the Equipment, and all rights and remedies thereunder, in which event Lessor shall remain responsible and liable for all of its obligations hereunder to the Lessee. Lessor hereby covenants and agrees to save any such assignee harmless from any losses, counterclaims or offsets resulting from Lessor's actual failure to fulfill its obligations under this Lease. Lessee hereby covenants and agrees, for the express benefit of any bonafide assignee for value, not to assert any defenses or claims which the Lessee may have against the Lessor as a defense, counterclaim or offset in any action or proceeding by the assignee to collect or recover any rent or other sums due hereunder or in the exercise of any other rights or remedies which the assignee may have against the Lessee under this Lease. Any such assignment shall be deemed to have incorporated therein by reference, whether set forth in such assignment or not, the provisions of this Section which are intended for the benefit of such assignee. Without Lessor's prior written consent, Lessee shall not assign this Lease or any interest therein, nor shall it sublease any of the Equipment. Further, in the event that transfer of defacto control or of a material part of Lessee's business to a third party is contemplated, Lessee agrees to provide prior written notice to Lessor of any such transfer at which time Lessor shall either provide its written consent to assignment of the Lease or deny such consent. In the event Lessee fails to provide such notice, the unpaid balance of the total lease payments due and to become due through the normal expiration date of this Lease shall become immediately due and payable. Lessor shall at all times retain ownership and title of the leased Equipment. Lessee shall, at all times, protect and defend, at its own cost and expense, Lessor's ownership from and against all claims, liens, and legal processes of creditors of the Lessee and

shall keep all the leased Equipment free and clear from all such claims, liens, and processes. To the extent permitted by law, Lessee grants Lessor and its assigns the right to prepare, affix Lessee's name, sign on behalf of Lessee and file such financing statement and other documents as are necessary to protect Lessor's interest or give notice of Lessor's interest in the Equipment.

17. APPLICABLE LAW/ACCEPTANCE OF LEASE. This Lease shall, in all respects, be governed by and construed in accordance with the laws of the State of Wisconsin, and shall become effective upon acceptance and execution by Lessor. In addition, Lessee shall comply with all applicable federal, state, and local laws.

18. SPECIAL LAWS, RULES, AND REGULATIONS RELATED TO CERTAIN STATES. Without limiting the generality of Lessee's obligations under Section 17 above, Lessee shall comply with the equipment law in certain states as follows: a) The operation of fifty-three (53) foot or longer box-type trailers in the State of California is governed by regulations under Sections 95300-95311 of Title 17 of the California Code of Regulations (the "HDV Regulations"). Lessee is responsible for compliance with the HDV Regulations, as amended, when conducting any operations in the State of California involving the Equipment, including compliance with any applicable reporting requirements under the HDV Regulations. Lessee is authorized to make modifications to the Equipment as necessary to comply with the HDV Regulations provided that (i) Lessee is solely responsible for any costs associated with such modifications; (ii) any such modifications involving the installation of additional equipment are done in accordance with recommendations and standards provided by the manufacturers of that equipment; and (iii) unless otherwise agreed. Lessee shall be responsible for removing any additional equipment or other modifications prior to returning the Equipment to Stoughton Rental at the end of the Lease Term. Lessee agrees to prevent any operation of the Equipment within the State of California that does not comply with the HDV Regulations.

THE LESSEE OF THIS BOX-TYPE TRAILER UNDERSTANDS THAT WHEN USING A HEAVY-DUTY TRACTOR TO PULL A FIFTY-THREE (53) FOOT OR LONGER BOX-TYPE TRAILER ON A HIGHWAY WITHIN CALIFORNIA, THE BOX-TYPE TRAILER MUST BE COMPLIANT WITH SECTIONS 95300 - 95312, TITLE 17, CALIFORNIA CODE OF REGULATIONS, AND THAT IT IS THE RESPONSIBILITY OF THE LESSEE TO ENSURE THIS BOX-TYPE TRAILER IS COMPLIANT. THE REGULATIONS MAY REQUIRE THIS TRAILER TO HAVE LOW-ROLLING RESISTANCE TIRES AND AERODYNAMIC TECHNOLOGIES THAT ARE U.S. ENVIRONMENTAL PROTECTION AGENCY SMARTWAY VERIFIED TECHNOLOGIES PRIOR TO CURRENT OR FUTURE USE IN CALIFORNIA.

Operation of transport refrigeration units in the State of California is governed by Section 2477 of Title 13 of the California Code of Regulations (the "TRU Regulations"). Lessee agrees to be solely responsible for compliance with the TRU Regulations, including (i) any registration or reporting requirements; (ii) any installation or maintenance of emission control technologies that may be necessary to comply with the TRU Regulations; (iii) any such modifications involving the installation of additional equipment are done in accordance with recommendations and standards provided by the manufacturers of that equipment; and (iv) all costs associated with TRU

Regulation compliance, including the installation and maintenance of additional emission control equipment. Lessee is authorized to install any equipment or make modifications to the Equipment necessary to comply with TRU Regulations; provided that Lessee obtains the prior written consent of Stoughton Rental. Lessee agrees to prevent the operation of any Equipment in the State of California that is not in compliance with the TRU Regulations, and Lessee shall be responsible for removing any additional equipment installed to comply with TRU Regulations and repairing any associated damage prior to returning the Equipment to Stoughton Rental at the end of the Lease Term.

19. **REGISTRATION; TITLING CERTIFICATES; EQUIPMENT LAW.** Prior to Lessee taking possession of the Equipment, Stoughton Rental shall provide a motor vehicle registration and license plate for the Equipment. Stoughton Rental shall retain the original certificate of title, which shall reflect Stoughton Rental's title to the Equipment. Until all obligations of Lessee to Stoughton Rental under the Lease are satisfied, Lessee shall, at its expense, maintain all licenses and registration required for the Equipment, including obtaining any renewals and inspections thereof. Lessee shall, at Lessee's expense, take such action as shall be necessary to avoid suspension or revocation of any certificate of title, license, or registration. Stoughton Rental, at its option, may secure and renew any title certificates or registration documents. Lessee shall cooperate with Stoughton Rental and shall execute and deliver to Stoughton Rental all documents required to accomplish any of the foregoing. Furthermore, Lessee shall reimburse Stoughton Rental for all reasonable costs incurred by Stoughton Rental in connection with any of the foregoing, including, without limitation, attorneys' fees and expenses. Lessee, at its expense, shall otherwise be solely responsible for complying with all Equipment Law and shall conduct all necessary pre-trip and safety inspections of the Equipment.

20. **VENUE AND JURY TRIAL WAIVER.** Any action relating to the construction, interpretation, or enforcement of this Lease shall be venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin or such other venue as Lessor shall choose at its sole and absolute discretion. The Lessee hereby consents to personal and subject matter jurisdiction in those courts, and waives any defenses Lessee otherwise might have relating thereto. LESSEE AND STOUGHTON RENTAL EACH IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE LEASE OR THE TRANSACTIONS CONTEMPLATED THEREBY IN WHICH LESSEE AND STOUGHTON TRAILERS ARE ADVERSE PARTIES.

21. **COMMUNICATION SERVICES.** If a trailer tracking unit is installed on a unit of Equipment rented or leased by Lessee from Stoughton Rental, Stoughton Rental hereby grants to Lessee a non-exclusive, non-transferable and limited sub-license to use the software subject to the conditions and restrictions of the Lease and the terms and conditions herein solely for the purpose of utilizing the trailer tracking unit and related communication services to monitor Equipment leased from Stoughton Rental. Lessee shall make no other use of the software or communications services

and shall not copy the software or provide the software or access to the software to any third-party. The software shall be in object code form only, and shall not include any source code or the right to use any source code. Lessee agrees that it shall not reverse engineer, decompile, or disassemble the trailer tracking unit or software. Lessee agrees to use the software only in connection with Lessee's use of the communication services. In addition, the grants to Lessee of a non-exclusive, non-transferable, limited sub-license to access the communication services is for use with the Trailer Tracking Unit in the United States, Mexico, and Canada. Stoughton Rental reserves the right to terminate the communication services, and the sub-licenses granted pursuant to this Section, at any time on thirty days advance notice to Lessee. Lessee acknowledges and understands that (1) it shall use all information provided via the communication services at Lessee's own risk, and (2) Lessee shall acquire no proprietary interest in any telephone number that may be assigned to Lessee for use with the communication services. Lessee acknowledges that disruption of communication services may occur from time to time for routine and emergency maintenance of the Trailer Tracking Unit and other reasons beyond the control of Stoughton Rental. Lessee shall have no remedy against Stoughton Rental, any third-party licensor of Stoughton Rental, or the underlying wireless services carrier, and Lessee hereby releases Stoughton Rental and all of its licensors, and the underlying wireless services carrier from all liability relating to such disruption. If, and only if, Use Charges relating to the communication services are billed separately to Lessee as part of the total Use Charges for the Equipment, Lessee's sole remedy for any disruption or failure of the communication services shall be that portion of the Use Charges paid by Lessee for communication services relating to the period of service during which such failure or disruption occurred, provided that such disruption or failure is not corrected by Stoughton Rental within thirty days after receiving written notice from Lessee of such failure or disruption.

Lessee acknowledges that the Trailer Tracking Unit and associated services are not intended to provide access to emergency personnel or services, such as fire, police, ambulance, towing, or rescue, and that Lessee must contact such emergency services personnel directly through means other than the Trailer Tracking Unit.

The Trailer Tracking Unit and services furnished by the Trailer Tracking Unit manufacturer depend upon services provided by third party service providers pursuant to agreements between such service providers and the Trailer Tracking Unit manufacturer and are subject to certain terms, conditions, and limitations set forth in such agreements. It is expressly understood and agreed that neither Stoughton Rental nor Lessee has any contractual relationship whatsoever with such third party service providers and that neither Stoughton Rental nor Lessee shall be considered a third party beneficiary of any agreement between the Trailer Tracking Unit manufacturer and such third party service providers.

Notice: As a condition of granting credit to Lessee in the execution of this Lease, Stoughton Rental reserves the right to, and Lessee hereby consents that Lessee may, use the Trailer Tracking Unit to assist in locating the Equipment in conjunction with collection and repossession efforts should Lessee fail to make payments timely or fail to return such Equipment to Stoughton Rental as required by the Lease.

22. EMERGENCY BREAKDOWN SERVICE ASSISTANCE. Unless otherwise specified in the Lease, Lessee may call 888-370-1780 to coordinate emergency repairs for units of Equipment subject to the Lease. Upon receiving a call from Lessee or Lessee's Agent, Stoughton Rental, on the behalf of Lessee, shall (i) contact a third-party repair vendor to provide repair services to Lessee, and (ii) coordinate payment for any services provided by that third-party repair vendor to Lessee. Unless otherwise provided in the Lease, Stoughton Rental shall invoice Lessee for any repair services, along with a service fee, for replacement tires, brakes, lights, lubricants and any other parts which are broken, inoperable or worn for reasons other than normal wear, as determined by Stoughton Rental in its sole discretion. No warranty, express or implied, is made by Stoughton Rental with respect to any services provided by a repair vendor coordinated through Stoughton Rental's EBSA service, and Lessee hereby releases Stoughton Rental from all liability in any way relating to the use of the EBSA service, including, without limitation, any repairs provided by any repair vendor coordinated through Stoughton Rental's EBSA service.

23. FAILURE TO RETURN. In the event of Lessee's Default, and upon demand of Stoughton Rental, Lessee shall immediately return all Equipment to Stoughton Rental. If Lessee fails or refuses to immediately return all Equipment after demand by Stoughton Rental, Stoughton Rental shall have the right to enter upon any premises where the Equipment is located and take immediate possession of, and at Lessee's expense remove, the Equipment, and Stoughton Rental shall be deemed to be Lessee's agent for such purposes. If Stoughton Rental takes possession of the Equipment with property contained in, upon or attached to the Equipment, Stoughton Rental may take possession of such property and hold it in its own or public storage for the account and at the expense of Lessee or upon thirty days advance written notice to Lessee, dispose of such property in a commercially reasonable manner with no further liability. Lessee expressly waives the benefits of any applicable law, now or hereafter enacted, exempting any leased property from replevin, distraint, levy or sale in any legal proceeding taken by Stoughton Rental to enforce any right under the Lease. If Lessee fails to return the Equipment within thirty days after this Lease expires or terminates, Lessee agrees that such action may be construed as evidencing the intent to criminally deprive Lessor of its property and rightful possession, in violation of Wisconsin law, and that such conduct may be reported to the proper authorities for prosecution. Expiration of the Lease shall mean the end of the lease term as provided in Section 1, as well as termination for Default under Section 15.

In the event of Lessee's Default, (i) Stoughton Rental shall be in danger of losing its Equipment unless immediate possession of the Equipment is obtained because Stoughton Rental's Equipment is movable and readily marketable; and (ii) Stoughton Rental shall not have an adequate remedy at law to protect its rights in its unreturned Equipment. Therefore, Lessee agrees that in the event of Lessee's Default, Stoughton Rental shall have the right, without prejudice to any other rights and remedies otherwise available to Stoughton Rental at law or in equity, to obtain injunctive relief in order to prevent the continued use of the Equipment by Lessee and to require Lessee to immediately deliver possession of the Equipment to Stoughton Rental.

24. INTELLECTUAL PROPERTY. Stoughton Rental and/or its licensors reserve ownership of all intellectual property in and to the Equipment, trailer tracking unit, software, communication services and the Stoughton Rental Web Sites, and the Lease does not create any right of ownership in or to such materials in Lessee. For the purposes of this Section, "Intellectual Property" shall mean all proprietary interests of any kind or nature, including, without limitation interests pertaining to patent rights, copyrights, trade secrets, mask work rights, circuit layout rights, design rights, prototypes, models, source code, documentation, trade and service marks, and other similar rights throughout the world, however denominated and any amendments, additions or improvements made thereto.
25. NOTICES. All notices, demands, or other communications required or permitted to be made or given under the terms of this Lease shall be in writing, signed by or on behalf of the party making or giving the same, and shall be deemed fully made or given upon the deposit of the same in the United States mail, postpaid and addressed to the other party at his, her or its office address set forth in the preamble of this Lease, or at such other address as such other party shall have theretofore furnished to the mailing party by like notice.
26. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDY; LIMITATION OF LIABILITY. LESSEE AGREES THAT THE MONITORING SERVICES AND EQUIPMENT LEASED UNDER THE LEASE IS LEASED "AS IS" AND THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR LESSEE'S PURPOSES, AND THAT EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED HEREIN OR IN THE LEASE, STOUGHTON RENTAL HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. STOUGHTON RENTAL DISCLAIMS, AND LESSEE HEREBY EXPRESSLY WAIVES AS TO STOUGHTON RENTAL, ALL WARRANTIES WITH RESPECT TO THE MONITORING SERVICES AND EQUIPMENT INCLUDING, WITHOUT LIMITATION, ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESSED OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS WHETHER HIDDEN OR APPARENT, AND ALL EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE MONITORING SERVICES OR EQUIPMENT WITH THE REQUIREMENTS OF ANY APPLICABLE LAW, SPECIFICATION, OR CONTRACT RELATIVE THERETO. IN NO EVENT SHALL STOUGHTON RENTAL BE LIABLE (INCLUDING, WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASE OR THE USE, PERFORMANCE, OR MAINTENANCE OF THE EQUIPMENT OR MONITORING SERVICES, EVEN IF STOUGHTON RENTAL HAD KNOWLEDGE OF SUCH. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (INCLUDING, WITHOUT LIMITATION, LESSEE'S RIGHTS, CLAIMS, AND DEFENSES UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, SECTIONS 401, 402, 508-522) AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY STOUGHTON RENTAL'S RIGHTS AS DESCRIBED IN THE LEASE. IN NO EVENT SHALL STOUGHTON RENTAL'S TOTAL

LIABILITY TO LESSEE EXCEED THREE MONTHS OF LEASE PAYMENTS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

27. INDEMNIFICATION. Lessee agrees to indemnify and hold Stoughton Rental (and its assigns, affiliates, successors, employees, officers, and directors) harmless from and against any and all claims, losses, damages, penalties, actions, suits, assessments, taxes, fines, tolls, and liabilities (including negligence, tort, and strict liability), together with all reasonable legal costs and expenses in connection therewith incurred by Stoughton Rental (or its assigns, affiliates, successors, employees, officers, or directors) that result from, or relate to, the manufacture, purchase, maintenance performed by Lessee or on behalf of Lessee (excluding maintenance performed by Stoughton Rental), modification, delivery, installation, possession, use, titling, registration, failure to title or register, acceptance, rejection, revocation of acceptance, operation, sublease, repair, or return of the Equipment or monitoring services except as otherwise permitted herein, including, without limitation, damage or claims resulting from the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, or release from the Equipment of any hazardous waste or any violation of any applicable law, including, without limitation, any environmental laws (excluding such damage or claims resulting from Stoughton Rental's gross negligence or willful misconduct). All of Lessee's indemnification obligations herein shall survive the termination of the Lease. If Stoughton Rental repays, restores, or returns, in whole or in part, any Lease Payment or other payment previously paid or transferred to Stoughton Rental in full or partial satisfaction of any obligation of Lessee under the Lease or these terms and conditions, because the payment or transfer, or the incurrence of the obligation so satisfied is declared to be void, voidable, or otherwise recoverable under any applicable law (collectively, a "Voidable Transfer"), or because Stoughton Rental elects to do so on the reasonable advice of its counsel in connection with an assertion that the payment, transfer, or incurrence is a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that Stoughton Rental repays, restores, or returns, and as to all reasonable costs, expenses, and attorneys' fees of Stoughton Rental related thereto, the liability of Lessee shall automatically and immediately be revived, reinstated, and restored and shall exist as though the Voidable Transfer had never been made. Lessee assumes all risk of liability arising from or pertaining to its possession, operation, use, maintenance, repair, and storage of the leased Equipment. Lessee also assumes and shall bear all risk of loss or damage to, or theft or destruction of, any Equipment leased hereunder. Lessee agrees to RELEASE, DEFEND AND INDEMNIFY LESSOR AND HOLD LESSOR COMPLETELY HARMLESS from and against all claims, demands, causes of action, losses, damages, penalties, expenses and attorney fees whatsoever, whether sounding in BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, arising out of or incurred because of or incident to Lessee's actual or alleged use, operation, possession, maintenance, repair or storage of the Equipment that is subject to this Lease. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR DAMAGES CAUSED BY PERSONAL INJURY OR DEATH. Lessee further agrees to pay out of all sums determined to be due and owing by Lessor, by way of settlement, judicial determination, verdict or otherwise, as a result of any claim, action or proceeding brought against Lessor based upon the above. Similarly, Lessee agrees to pay all attorneys' fees, costs and expenses incurred by Lessor as a result of any claim, action or proceeding brought against Lessor based upon the above. Lessee shall not be

responsible for indemnifying Lessor for damages adjudicated to be caused by the intentional or reckless conduct of Lessor.

28. WAIVER. Failure of Lessor to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Lease can be waived except with Lessor's written consent. Any such waiver by Lessor in one instance shall not constitute a waiver of subsequent defaults.
29. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same document and may be transmitted by facsimile transmission. An electronic or facsimile signature shall be deemed to be an original signature.
30. INDEPENDENT CONTRACTOR. The Lessee is an independent contractor, not an agent or employee of the Lessor. The Lessee has no authority to enter into any contract or incur any other obligation on behalf of or in the name of the Lessor. The Lessee shall be solely responsible for all of its own employees and expenses.
31. ACCEPTANCE OF TERMS AND CONDITIONS. Each and every time an individual or entity ("Lessee") signs or otherwise enters into a Lease, any addenda, schedules, or exhibits related to the foregoing, takes possession of Equipment, makes payment of any invoice, or completes any other transaction with Stoughton Rental & Leasing Company, LLC, Lessee and Lessee's Agents represent and warrant that they are authorized on behalf of Lessee to enter such agreements and transactions with Stoughton Rental and expressly acknowledge receipt and on-going acceptance of these terms and conditions, as may be amended from time to time upon thirty days' prior written notice to Lessee at Lessee's last known address. Amendments to these terms and conditions may also be provided from time to time in the Lease, or addenda, schedules, or exhibits to the foregoing. Lessee agrees it is Lessee's responsibility to review these terms and conditions and any amendments thereto prior to entering into any transaction with Stoughton Rental. Lessee acknowledges that it shall manifest its assent of and become bound by these terms and conditions and any amendments thereto by (1) visiting Stoughton Rental's website at <http://www.stoughtonlease.com> and electronically selecting the "I Agree" or "I Accept" button or "I Agree" or "I Accept" in any space marked for such an input; or (2) executing a Lease. These terms and conditions, including but not limited to any amendments thereto (including terms and conditions as may be amended from time to time upon thirty days' prior written notice to Lessee at Lessee's last known address), shall apply to all transactions with Stoughton Rental, including, without limitation, all leases or rentals of Stoughton Rental, whether pursuant to a long-term Equipment Lease Agreement, National Account Agreement, Short-term Rental Agreement, Equipment Rental Agreement or any other agreement.

32. MISCELLANEOUS. To the extent permitted by law, Lessee grants Lessor and its assigns the right to prepare, affix Lessee's name, sign on behalf of Lessee and file such financing statement and other documents as are necessary to protect Lessor's interest or give notice of Lessor's interest in the Equipment. If Lessee shall fail to duly and promptly perform any of its obligations under this Lease, Lessor, at its option, may perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including payments for satisfaction of liens, repairs, taxes, levies, and insurance. All sums so paid or incurred by Lessor, together with interest and any reasonable legal fees incurred by Lessor in connection therewith, shall be additional lease payments payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee. This Lease constitutes the entire understanding between the parties and supersedes all other prior or contemporaneous oral or written agreements between the parties. The Lease may not be amended except in writing signed by both parties. The Lessee is obligated to provide Lessor thirty days advance written notice of any change in address or location of Lessee's principal place of business. The individual(s) signing this Lease acknowledge(s) that (s)he has had the opportunity to receive the advice of independent legal counsel prior to the execution of this Lease and the opportunity to receive an explanation from legal counsel regarding the legal nature and effect of this Lease and the individual(s) signing this Lease has/have fully exercised that opportunity to the extent desired and understand the terms and provisions of this Lease and its legal nature and effect. The individual(s) signing this Lease further represent(s) that (s)he is agreeing to the terms of this Lease freely and voluntarily, relying solely upon the advice of his/her own counsel and not relying on the representations of any other party or of the counsel of any other party. The individual(s) signing this Lease expressly agree(s) that this Lease shall not be construed or interpreted for or against the party drafting it.

LESSEE:

STOUGHTON RENTAL & LEASING COMPANY, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Dated: _____

Dated: _____