



STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to all transactions with US Trailer Rental & Storage Inc., including, without limitation, all leases or rentals of US Trailer Rental & Storage Inc., whether pursuant to a long term Equipment Lease Agreement, National Account Agreement, Short Term Rental Agreement Equipment, Equipment Rental Agreement or any other agreement. The Standard Terms and Conditions contain a Jury Trail Waiver which may be ENFORCED IN THE EVENT OF A DISPUTE BETWEEN US TRAILER RENTAL & STORAGE INC. AND LESSEE.

1. DEFINITIONS.

- (a) **"Applicable Law"** means any federal, state, local or foreign law, statute, rule, regulation, order, judgement opinion or ordinance applicable to the use, possession, operation or control of the Equipment, including, without limitation, the HDV Regulations and the TRU Regulations (both as defined in Section 17).
- (b) **"Casualty Loss Value"** shall be equal to the present value of a unit of Equipment as determined by **US Trailer Rental & Storage Inc.** in its sole discretion on the first day of the month during which the loss or destruction occurs.
- (c) **"Communication Services"** means the two-way wireless tracking and mobile information management services provided to Lessee by or through **US Trailer Rental & Storage Inc.** that utilizes the communications network provided by third-party licensors of **US Trailer Rental & Storage Inc.**
- (d) **"Default"** has the meaning as set out in Section 21
- (e) **"Equipment"** means the **US Trailer Rental & Storage Inc.** semi-trailer, chassis, refrigerated trailer, or other over-the-road, cartage, or storage equipment together with the attached Trailer Tracking Unit and related sensors, if applicable.
- (f) **"Equipment Lease Agreement"** means a true lease agreement between Lessee and **US Trailer Rental & Storage Inc.** for the leasing of with **US Trailer Rental & Storage Inc.** Equipment by Lessee for a specified Lease Term and at specified Use Charges.
- (g) **"Equipment Rental Agreement"** means the agreement provided Lessee and **US Trailer Rental & Storage Inc.**, in electronic or other format, whenever a unit of Equipment is picked up from or returned to an **with US Trailer Rental & Storage Inc.** location by Lessee or Lessee's Agent.
- (h) **"Estimated Charges"** means periodic estimated payments of Use Charges which are payable at the end of the Lease.
- (i) **"Intellectual Property"** has the meaning as set out Section 23.
- (j) **"Lease"** means any and all arrangements or agreements whereby Lessee leases or rents Equipment from **US Trailer Rental & Storage Inc.**, including, without limitations long-term Equipment Lease Agreements and Equipment Rental Agreements. All Leases are subject to and are deemed to incorporate the Standard terms and Conditions, as amended from time to time.
- (k) **"Lease Term"** means the agreed upon term of the Lease contained in an Equipment Lease Agreement or the agreed upon minimum rental term of a Short-Term Rental Agreement as Listed on the Equipment Rental Agreement.
- (l) **"Lessee"** means the individual or entity that enters into a Lease with **US Trailer Rental & Storage Inc.** Where appropriate the term Lessee shall be deemed to include the term **Lessee's Agent.**
- (m) **"Lessee's Agent"** means the driver or other representative who picks up, inspects, takes possession of, or returns a unit of Equipment on behalf of Lessee to an **US Trailer Rental & Storage Inc.** location or to a designated cartage vendor, and/or who executes a Lease document on behalf of Lessee.
- (n) **"National Accountant Agreement"** means a rate agreement between Lessee and **US Trailer Rental & Storage Inc.** for the renting of Equipment by Lessee at specified Use Charges.
- (o) **"Repairs Standards"** means **US Trailer Rental & Storage Inc.** current repairs standards which provide the requirements for repairs to Equipment, a copy of which can be obtained at <http://www.USTrents.com>
- (p) **"Short-term Rental Agreement"** means an agreement between Lessee and **US Trailer Rental & Storage Inc.** for the renting of Equipment by Lessee at a specified rate and rental term as listed on the Equipment Rental Agreement.
- (q) **"Software"** means (i) the software code that is embedded within the Trailer Tracking Unit, (ii) any other software provided to the Lessee relating to the Trailer Tracking Unit directly or through Internet access; (iii) any user documentation provided to Lessee, and (iv) any subsequent versions or upgrades of software which **US Trailer Rental & Storage Inc.** elects to provide to Lessee.
- (r) **"Standard Terms and Conditions"** means the **US Trailer Rental & Storage Inc.** Standard Terms and Conditions contained in this document, as amended by **US Trailer Rental & Storage Inc.** from time to time.
- (s) **"Trailer Tracking Unit"** means the product created by **US Trailer Rental & Storage Inc.** third-party licensor, which provides mobile communication, tracking and other Equipment management services.
- (t) **"Use Charges"** means the required payments to be made by Lessee to **US Trailer Rental & Storage Inc.** 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, fees and all other amounts required to be paid by Lessee pursuant to the Lease.
- (u) **"Written"** or **"In Writing"** shall mean in print copy format or in electronic format.
- (v) **"US Trailer Rental & Storage Inc."** as used herein shall mean **US Trailer Rental & Storage Inc.**, a Missouri Corporation which holds title to the Equipment leased hereunder.

(w) "US Trailer Rental & Storage Inc. Web Sites" has the meaning as set out in Section 24

1. **EQUIPMENT COVERED, TERM AND OWNERSHIP.** The specific Equipment covered by the Lease and the Lease Term shall be as set forth in the Lease. Upon expiration of the Lease Term, if Lessee maintains possession of the Equipment, US Trailer Rental & Storage Inc., in its sole discretion, may (a) upon (30) days written notice to Lessee change any term or provision of the lease, including, without limitation, the Use Charges to be paid under the Lease, as specified in such notice, or (b) demand Lessee's immediate return of the Equipment. Lessee's responsibilities under the lease, including, without limitation, the payment of Use charges, shall continue until all of the Equipment is returned to US Trailer Rental & Storage Inc. The lease shall terminate upon the return of all Equipment subject to the Lease, except with respect to provisions contained in the Lease or the Standard Terms and Conditions intended to survive the termination of the Lease, including without limitation, limitations of liability, indemnity, confidentiality, payment and billing, damage and repairs to Equipment, choice of law, venue, and jury trial waiver. Notwithstanding any other language contained herein or therein, neither the Lease nor any agreement that results therefrom conveys any ownership rights to Lessee and all right, title an interest in and to the Equipment is and shall remain with US Trailer Rental & Storage Inc.
2. **AUTHORITY & ACCEPTANCE.** By submitting or completing an US Trailer Rental & Storage Inc. customer application, entering into a Lease with US Trailer Rental & Storage Inc., taking possession of Equipment from US Trailer Rental & Storage Inc., executing an Equipment Rental Agreement, completing payment of any invoices to US Trailer Rental & Storage Inc. or completing any other transaction with US Trailer Rental & Storage Inc. Lessee and Lessee's Agents represent and warrant that they are authorized on behalf of Lessee and, if applicable, on behalf of those companies identified in a National Account Agreement as "Lessee's Affiliates Authorized to Rent Equipment" to enter such agreements ad transactions with US Trailer Rental & Storage Inc. and expressly acknowledge receipt and on-going acceptance of US Trailer Rental & Storage Inc. Standard Terms and Conditions as such Standard Terms and Conditions may be amended from time-to-time.
3. **DELIVERY, RECEIPT & DROPOFF**
 - (a) As a condition precedent to Lessee's pick-up or return of Equipment at any US Trailer Rental & Storage Inc. location, Lessee's Agent must (i) provide proof of identification to US Trailer Rental & Storage Inc. location, Lessee's Agent in the form of a valid commercial driver's license, and (ii) sign US Trailer Rental & Storage Inc. Equipment Rental Agreement. Lessee and acknowledges that Lessee's Agent has been authorized to pick-up from, return Equipment to, and/or accept delivery of Equipment from US Trailer Rental & Storage Inc. and that the signature of Lessee's Agent on US Trailer Rental & Storage Inc. Equipment Rental Agreement shall bind Lessee to the terms of such Equipment Rental Agreement and the Standard Terms and Conditions, as amended from time to time.
 - (b) By taking possession of the Equipment, Lessee accepts the Equipment in the condition noted in the Equipment Rental Agreement and acknowledges receipt of the Equipment in good repair and working condition. Lessee shall have exclusive possession, control and use, and assumes complete responsibility for the condition, operation, inspection and maintenance of the Equipment during the Lease. Lessee shall return the Equipment to US Trailer Rental & Storage Inc. in the same condition noted in the Equipment Rental Agreement normal wear expected.
 - (c) If Lessee has requested US Trailer Rental & Storage Inc. to arrange for a unit of Equipment to be delivered to or picked up from a location designated by Lessee, as a condition

precedent to such delivery or pick-up. Lessee's Agent must sign US Trailer Rental & Storage Inc. Equipment Rental Agreement and /or other documentation provided by the cartage vendor. In the event of delivery of a unit of Equipment to Lessee, US Trailer Rental & Storage Inc. inspection of the Equipment at US Trailer Rental & Storage Inc. branch location prior to delivery of the Equipment to Lessee shall be conclusive evidence of the condition of the Equipment at the time of commencement of the Lease, and in the event of pick-up of Equipment from Lessee, US Trailer Rental & Storage Inc. inspection of the Equipment following delivery of the Equipment to US Trailer Rental & Storage Inc. branch location shall be conclusive evidence of the condition of the Equipment upon redelivery.

- (d) Lessee shall redeliver a unit of Equipment at Lessee's expense to the Return Location specified in the unit's Equipment Rental Agreement, unless otherwise provided in the Lease. If Lessee returns a unit of Equipment to a branch other than its designed Return Location, Lessee shall pay US Trailer Rental & Storage Inc. then applicable drop fee as compensation for the costs associated with the failure to return the unit to its Return Location.
4. **COMMUNICATION SERVICES** If a Trailer Tracking Unit is installed on a unit of Equipment rented or leased by Lessee from US Trailer Rental & Storage Inc., US Trailer Rental & Storage Inc. Lease hereby grants to Lessee a non-exclusive, nontransferable and limited sub-license to use the Software subject to the conditions and restrictions of the Lease and the Standard Terms and Conditions solely for the purpose of utilizing the Trailer Tracking Unit and related Communication Services to monitor Equipment leased from US Trailer Rental & Storage Inc. Lessee shall make no other use of the Software or Communications Services and shall not copy the Software or provide the Software access to the Software to any third-party. The Software will be in object code form only, and will not include any source code or the right to use any source code. Lessee agrees that it will 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 US Trailer Rental & Storage Inc., grants to Lessee a non-exclusive, non-transferable, limited sub-license to access the Communication Services for the use with the Trailer Tracking Unit in the United States, Mexico, and Canada. US Trailer Rental & Storage Inc. reserves the right to terminate the Communication Services, and the sub-licenses granted pursuant to this Section 5, at any time on thirty (30) days advance notice to Lessee. Lessee acknowledges and understands that (1) it shall use all the 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 and other reasons beyond the control of US Trailer Rental & Storage Inc. Lessee shall have no remedy against US Trailer Rental & Storage Inc., any third-party licensor of US Trailer Rental & Storage Inc., or the underlying wireless services carrier, and Lessee hereby releases US Trailer Rental & Storage Inc. or the underlying wireless services carrier, and Lessee hereby releases US Trailer Rental & Storage Inc. 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 US Trailer

- Rental & Storage Inc.** within thirty (30) days after receiving written notice from **Lessee** of such failure or disruption.
5. **ROADSIDE ASSISTANCE.** Unless otherwise specified in the Lease, **Lessee** may call **US Trailer Rental & Storage Inc.** **Roadside Assistance** service to coordinate emergency repairs for units of Equipment subject to the Lease. Upon receiving a call from **Lessee** or **Lessee's Agent, US Trailer Rental & Storage Inc.**, on behalf of **Lessee**, will (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 vendor to **Lessee**. Unless otherwise provided in the Lease, **US Trailer Rental & Storage Inc.** will invoice **Lessee** for any repair services coordinated through the Roadside service along with a service fee. No warranty, express or implied, is made by **US Trailer Rental & Storage Inc.** with respect to any services provided by a repair vendor coordinated through the Roadside Assistance service, and **Lessee** hereby releases **US Trailer Rental & Storage Inc.** from all liability in any way to the use of the Roadside Assistance service, including, without limitation, any repairs provided by any repair vendor coordinated through the Roadside Assistance service.
6. **PAYMENT.**
- (a) **Lessee** agrees to pay all Use Charges for Equipment **Lessee** rents or leases from **US Trailer Rental & Storage Inc.** These Use Charges may include, but are not limited to:
- (i) Rental Charges. **Lessee** shall pay **US Trailer Rental & Storage Inc.** the rental charges for the rent or lease of a unit of Equipment, as specified in the Lease.
- (ii) Mileage Charges. **Lessee** shall pay **US Trailer Rental & Storage Inc.** Mileage charges for actual miles traveled by a unit of Equipment as specified in the Lease. Miles traveled will be measured by a hubodometer attached to each unit of Equipment. A reading of the hubodometer will be taken by **US Trailer Rental & Storage Inc.** at the time of a unit's delivery or pick-up, and a similar reading will be taken by **US Trailer Rental & Storage Inc.** upon redelivery of the unit to **US Trailer Rental & Storage Inc.** In the event the hubodometer on a unit of Equipment is missing or fails to function properly, **Lessee** shall pay **US Trailer Rental & Storage Inc.** a mileage charge based on the average miles traveled by similar units leased or rented **Lessee** from **US Trailer Rental & Storage Inc.** or the average miles traveled by similar units of Equipment leased or rented from **US Trailer Rental & Storage Inc.** generally, as determined by **US Trailer Rental & Storage Inc.** in its sole discretion.
- (iii) Refrigeration Unit Charges. **Lessee** shall pay **US Trailer Rental & Storage Inc.** a refrigeration charge for engine hours used on any refrigerated unit of Equipment as specified in the Lease. Engine hours will be measured by an hour meter attached to each refrigerated unit of Equipment. A reading of the hour meter will be taken by **US Trailer Rental & Storage Inc.** at the time of delivery to or pick-up of a unit Equipment by **Lessee**, and a similar reading will be taken by **US Trailer Rental & Storage Inc.** upon redelivery of Equipment to **US Trailer Rental & Storage Inc.** In the event the hour meter for a unit of Equipment is missing or fails to function properly, **Lessee** shall pay **US Trailer Rental & Storage Inc.** a refrigeration charge for engine hours based on the average engine hours historically used on similar units of Equipment leased or rented from **US Trailer Rental & Storage Inc.**, as determined by **US Trailer Rental & Storage Inc.** in its sole discretion.
- (iv) Tire Wear. **Lessee** shall pay **US Trailer Rental & Storage Inc.** a charge for tire wear as specified in the Lease. The tread depth of each tire will be measured by **US Trailer Rental & Storage Inc.** in thirty-two seconds (1/32nds) of inch increments at the time of delivery to or pick-up **Lessee**. A similar measurement will be made by **US Trailer Rental & Storage Inc.** upon redelivery of the unit Equipment **US Trailer Rental & Storage Inc.** Tire depth shall be measured at the lowest point of remaining tire tread.
- (v) Brake wear. **Lessee** shall pay **US Trailer Rental & Storage Inc.** a charge for brake lining wear as specified in the Lease. The brake lining for each wheel end will be measured by **US Trailer Rental & Storage Inc.** in one-eighth (1/8") of inch increments at the time of delivery to or pick-up by **Lessee**. A similar measurement will be made by **US Trailer Rental & Storage Inc.** upon redelivery of the unit of Equipment to **US Trailer Rental & Storage Inc.**
- (b) **Lessee** shall pay Estimated Charges to **US Trailer Rental & Storage Inc.** as specified in the Lease. **US Trailer Rental & Storage Inc.** shall have the right to commence charging **Lessee** Estimated Charges under any Lease that does not specify an obligation of **Lessee** to pay Estimated Charges, or from time to time to increase Estimated Charges payable under a Lease, if **US Trailer Rental & Storage Inc.** deems it necessary, in its sole discretion, in order to ensure **Lessee's** full performance of its obligation to pay any Use Charges pursuant to the terms of the Lease. **US Trailer Rental & Storage Inc.** shall provide **Lessee** with written notice of its intent to initiate charging or increase Estimated Charges, and **Lessee** shall be required to pay the Estimated Charges as specified in such notice from the start of the billing period in which said notice was provided. **Lessee** shall **US Trailer Rental & Storage Inc.** the amount of any shortfall, or **US Trailer Rental & Storage Inc.** shall pay the **Lessee** the amount of any overpayment, between the total Estimated Charges paid by **Lessee** during the Lease and final amount of the Use Charges as determined upon redelivery of the Equipment.
- (c) Use Charges shall commence on the date the Equipment is available for delivery to or pick-up by **Lessee**. Notwithstanding any other language contained in the Standard Terms and Conditions, Use Charges shall continue until the Equipment is returned to **US Trailer Rental & Storage Inc.** at the Return 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.
- (d) Use Charges are based on a twenty-eight (28) day billing period unless otherwise specified. Unless otherwise stated in the Lease, in the event of return of the Equipment to **US Trailer Rental & Storage Inc.** prior to the expiration of the billing period in effect at the time of return, Use Charges for the final partial billing period shall be adjusted to the appropriate weekly and daily rate, as applicable.
- (e) **US Trailer Rental & Storage Inc.** shall periodically invoice **Lessee** for all Use Charges incurred pursuant to the Lease. **US Trailer Rental & Storage Inc.** shall have the right to provide all invoices electronically via the **US Trailer Rental & Storage Inc.** Web Sites.

Lessee shall pay all invoices within ten (10) days from the date of invoice.

- (f) Lessee shall make all payments in U.S currency to the address provided by **US Trailer Rental & Storage Inc.** Overdue payments may be assessed interest equal to the lesser of 18% per annum or the maximum rate permitted by law. If Lessee provides **US Trailer Rental & Storage Inc.** with a check, or authorizes **US Trailer Rental & Storage Inc.** 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 **US Trailer Rental & Storage Inc.** an additional processing fee of \$100.00 such occurrence.

7. **MAINTENANCE AND USE OF EQUIPMENT.**

- (a) Lessee is responsible for determining whether the Equipment it rents or leases from **US Trailer Rental & Storage Inc.** is fit and sufficient for the designated purposes for which Lessee intends to utilize such Equipment.
- (b) Lessee is responsible for the condition, operation, inspection and maintenance of the Equipment during the Lease. Lessee shall maintain the Equipment, at Lessee's own expense and in accordance with the Repair Standards, the Equipment in good condition, free from defects and fit for its designated purpose. Lessee shall return all Equipment to **US Trailer Rental & Storage Inc.** in the same condition as when received, normal wear excepted.
- (c) Lessee shall not (i) use the Equipment for the transportation or storage of any unprotected corrosive substances. Trash. Medical and/or solid waste and/or hazardous materials ("Hazardous Materials"), (ii) permit the Equipment to be contaminated by any Hazardous Materials. Or (iii) violate any Acceptable Law regarding the transportation for any Hazardous Materials. Lessee shall promptly notify **US Trailer Rental & Storage Inc.** if it becomes aware of the use of the Equipment for such purposes, the contamination of the Equipment by any Hazardous Materials, or the violation of an Applicable Law regarding the transportation of any Hazardous Materials in the Equipment. If Lessee notifies **US Trailer Rental & Storage Inc.** or **US Trailer Rental & Storage Inc.** determines that Hazardous Materials contaminate, were placed in , or have damaged the Equipment, **US Trailer Rental & Storage Inc.** may, in its sole discretion, (i) require Lessee to immediately pay **US Trailer Rental & Storage Inc.** the Casualty Loss Value of the Equipment , (ii) require Lessee, at Lessee's sole expense to repair, restore and/or decontaminate the Equipment and provide proof of such a repair, restoration and/or decontamination including without limitation, methodology and pre and post decontamination sampling results an any other inspection or testing **US Trailer Rental & Storage Inc.** deems necessary to perform; or (iii) repair, restore and/or decontaminate the Equipment, in which case Lessee shall be liable to **US Trailer Rental & Storage Inc.** for the total estimated or actual cost to repair, restore and/or decontaminate the Equipment, as determined by **US Trailer Rental & Storage Inc.** in its sole discretion.
- (d) Lessee shall not remove, obscure, obliterate or otherwise alter any marks of identification on the Equipment. Prior to Lessee's return of the Equipment to **US Trailer Rental & Storage Inc.**, all marks of identification or logos applied to the Equipment by or for Lessee shall be removed and

the surface restored at Lessee's expense. Subject only to the provisions of Section 17 (c) of the Standard Terms and Conditions, Lessee shall not make any structural alterations to the Equipment.

- (e) Unless the terms of the Lease state otherwise, and except as provided below, upon Lessee making the Equipment available at an **US Trailer Rental & Storage Inc.** location at six (6) month intervals or twenty five thousand (25,000) miles, whichever comes first, **US Trailer Rental & Storage Inc.** agrees to conduct a periodic inspection of the Equipment in conformance with the requirements of 49 C.F.R. Part 396.17 and provide, at its expense, replacement tires, brakes , lights, lubricants and any other parts worn due to normal wear as needed; provided however, Lessee shall be responsible for all expenses relating to replacement tires, brakes, lights, lubricants and any other parts which are broken, inoperable or worn for reasons other than normal wear, including, without limitation, the action or inaction of Lessee. The foregoing shall not apply, and **US Trailer Rental & Storage Inc.** shall have no obligation to perform periodic inspections, provide any replacement parts, or otherwise perform preventative maintenance on any units of Equipment (i) rented or leased under a Lease pursuant to which Lessee is charged for Tire Wear and Brake Wear or Lessee has assumed responsibility for performing all periodic inspections and preventative maintenance , (ii) which Lessee has not made available at an **US Trailer Rental & Storage Inc.** location, or (iii) which are designated as storage trailers.
- (f) 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 **US Trailer Rental & Storage Inc.** in its sole discretion. Lessee shall pay **US Trailer Rental & Storage Inc.** 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 **US Trailer Rental & Storage Inc.** location that is not returned to **US Trailer Rental & Storage Inc.** For the purpose of the Standard Terms and Conditions, 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 (10,000) miles traveled.
- (g) Lessee is responsible for all damage to the Equipment and must notify **US Trailer Rental & Storage Inc.** promptly of any potential mechanical failure or problem.
- (h) If the Equipment provided to Lessee is designated to be utilized as storage trailer, such Equipment is intended for storage use only and shall not be used to transport cargo. 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 **US Trailer Rental & Storage Inc.** a mileage charge of \$.10 per mile traveled by such storage trailer following initial delivery to Lessee.
- (i) Upon reasonable notice from **US Trailer Rental & Storage Inc.**, Lessee shall promptly provide **US Trailer Rental & Storage Inc.** with current location of each unit Equipment Lessee rents or leases from **US Trailer Rental & Storage Inc.** and, if requested,

access to such units at a mutually acceptable time and location.

8. DAMAGE AND REPAIRS TO EQUIPMENT.

- (a) In the case of total loss of a unit 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 US Trailer Rental & Storage Inc. Casualty Loss Value of such unit of Equipment. US Trailer Rental & Storage Inc. 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 request for Casualty Loss Value quotes shall in no way constitute notice to US Trailer Rental & Storage Inc. that Lessee has suffered a total loss of a unit of Equipment.
- (b) In case of partial loss or damage to any unit 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. Lessee shall not attempt to repair and shall return to US Trailer Rental & Storage Inc. for the repair all non-functioning or damaged Trailer Tracking Units. Lessee shall be liable to US Trailer Rental & Storage Inc. for the total estimated or actual cost, as determined by US Trailer Rental & Storage Inc. in its sole discretion, to repair any Equipment returned to US Trailer Rental & Storage Inc. in a non-functioning or damaged condition or repaired in a manner that is not in compliance with the Repair Standards. US Trailer Rental & Storage Inc. reserves the right to not repair any non-functioning or damaged condition or repaired in a manner that is not in compliance with Repair Standards. US Trailer Rental & Storage Inc. reserves the right to repair any non-functioning or damaged Equipment, in which case Lessee shall remain responsible for the estimated cost of repairs, as determined by US Trailer Rental & Storage Inc. 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.
- (c) Lessee shall maintain and upon written request, provide US Trailer Rental & Storage Inc. 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 will, 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 the defective or improper materials or workmanship furnished by it or its subcontractors.

9. **LIMITED WARRANTIES. BY TAKING POSSESSION OF THE EQUIPMENT, LESSEE ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD REPAIR AND WORKING CONDITION, AND THAT THE EQUIPMENT IS FIT AND SUFFICIENT FOR LESSEE'S INTENDED USE. US TRAILER RENTAL & STORAGE INC. IS NOT A SUPPLIER OR MANUFACTURER (AS SUCH TERMS ARE DEFINED OR USED IN THE UNIFORM COMMERCIAL CODE). NO WARRANTY, EXPRESS OR IMPLIED, IS MADE BY US TRAILER RENTAL & STORAGE INC. OF THE QUALITY OF DESIGN, MANUFACTURE, CONDITION OR FITNESS FOR ANY PARTICULAR USE OF THE EQUIPMENT, SOFTWARE, COMMUNICATIONS SERVICES,**

OR US TRAILER RENTAL & STORAGE INC. WEB SITES. LESSEE WAIVES ANY AND ALL CLAIMS AGAINST FOR ANY AN ALL LOSS OR LIABILITY (INCLUDING CARGO LOSS) RESULTING FROM ANY DEFECTS OR FAILURES OF DESIGN, MATERIALS, CONDITION OR FITNESS FOR ANY PARTICULAR USE OF THE EQUIPMENT, TRAILER TRACKING UNIT, SOFTWARE, COMMUNICATIONS SERVICES, OR . US TRAILER RENTAL & STORAGE INC. WEB SITES, EITHER LATENT OR PATENT. LESSEE WAIVES THE PROVISIONS OF ANY APPLICABLE LAW LIMITING OR PROHIBITING A GENERAL RELEASE WITH RESPECT TO ANY RELEASE OR WAIVER IN THE LEASE OR THE STANDARD TERMS AND CONDITIONS. . US TRAILER RENTAL & STORAGE INC. LEASE AGREES TO EXTEND TO LESSEE ALL WARRANTIES, IF ANY, OFFERED BY THE MANUFACTURERS OF THE EQUIPMENT, TRAILER TRACKING UNIT, AND SOFTWARE AND BY THE WIRELESS SERVICE CARRIERS UNDERLYING THE COMMUNICATION SERVICES.

US TRAILER RENTAL & STORAGE INC. DISCLAIMS, AND LESSEE WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO THE EQUIPMENT, TRAILER TRACKING UNIT, SOFTWARE, COMMUNICATION SERVICES, AND US TRAILER RENTAL & STORAGE INC. WEB SITES, WHETHER WRITTEN , ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE IN THIS SECTION 10, THE EQUIPMENT, TRAILER TRACKING UNIT, SOFTWARE, COMMUNICATION SERVICES AND . US TRAILER RENTAL & STORAGE INC. WEBSITES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, FOR USE BY LESSEE AT ITS SOLE RISK.

10. LESSEE'S INDEMNIFICATION OBLIGATIONS.

- (A) LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES (AS DEFINED BELOW) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, OBLIGATIONS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) (COLLECTIVELY "CLAIMS"), IN ANY WAY ARISING OUT OF OR INCIDENT TO THE LEASE, OR THE USE, POSSESSION, MAINTENANCE, CONTROL OR CONDITION OR THE EQUIPMENT DURING THE LEASE, REGARDLESS OF WHETHER SUCH CLAIMS WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES, AND INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR INCIDENT TO: (I) THE ACTS OR OMISSIONS OF LESSEE, LESSEE'S AGENTS OR LESSEE'S ASSIGNEES; (II) THE PERFORMANCE, BREACH, OR DEFAULT OF THE LEASE BY LESSEE, OR THE ENFORCEMENT OF ANY OF THE TERMS OF THE LEASE BY US TRAILER RENTAL & STORAGE INC. (III) THE DEATH OR INJURY TO ANY PERSONS; (IV) DAMAGE TO ANY PROPERTY; (V) DAMAGE TO, OR ANY DAMAGE OR INJURY RESULTING FROM, ANY CARGO PLACED ON OR CONTAINED IN THE EQUIPMENT; (VI) THE VIOLATION OR ALLEGED VIOLATION OF ANY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OR ALLEGED FAILURE TO USE, OPERATE, MAINTAIN OR CONTROL THE EQUIPMENT IN COMPLIANCE WITH APPLICABLE LAW; (VII) ANY TAXES AND ASSESSMENTS, INCLUDING WITHOUT LIMITATION ALL IMPORT AND CUSTOMS DUTIES AND ALL WITHHOLDING, PROPERTY, SALES AND/OR USE TAXES, AND ALL PENALTIES; (VIII) ANY FINES, TOLLS, USER FEES, TRAFFIC AND PARKING VIOLATIONS, TOWING AND STORAGE EXPENSES, AND ANY OTHER SIMILAR FINES, FEES OR CHARGES; (IX) THE USE OF THE SOFTWARE, COMMUNICATION SERVICES OR US TRAILER RENTAL & STORAGE INC. WEB SITES; AND (X) THE USE, FAILURE TO USE OR INABILITY TO USE THE TRAILER TRACKING UNIT, INCLUDING , WITHOUT LIMITATION, THE INABILITY TO USE

THE ACCESS TELEPHONE NUMBER FOR THE TRAILER TRACKING UNIT.

- (B) FOR PURPOSES OF THE STANDARD TERMS AND CONDITIONS, THE TERM "INDEMNIFIED PARTIES" SHALL REFER TO (I) US TRAILER RENTAL & STORAGE INC., ITS AFFILIATES AND ITS AND THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, LICENSORS AND AGENTS AND (II) US TRAILER RENTAL & STORAGE INC. THIRD-PARTY LICENSOR OF THE TRAILER TRACKING UNIT AND SOFTWARE AND THE UNDERLYING WIRELESS SERVICE CARRIER SUPPLYING SERVICES TO US TRAILER RENTAL & STORAGE INC. THIRD-PARTY LICENSOR OF THE TRAILER TRACKING SOFTWARE, AND THEIR AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS.
- (C) LESSEE SHALL NOT SETTLE OR COMPROMISE ANY CLAIM AGAINST THE INDEMNIFIED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR WHICH LESSEE HAS ASSUMED THE DEFENCE OF THE INDEMNIFIED PARTIES, WITHOUT THE PRIOR WRITTEN CONSENT OF US TRAILER RENTAL & STORAGE INC. LESSEE SHALL REIMBURSE THE INDEMNIFIED PARTIES FOR ANY EXPENCE INCURRED, INCLUDING ATTORNEY'S FEES, TO DEFEND ANY ACTION WHICH LESSEE IS REQUIRED TO DEFEND PURSUANT TO THE STANDARD TERMS AND CONDITIONS. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE THE TERMINATION OF THE LEASE.

11. LIMITATION OF LIABILITY.

- (a) Under no circumstances shall **US TRAILER RENTAL & STORAGE INC.** or its licensors be liable for any incidental, indirect, special, consequential, and exemplary or punitive damages of any kind, whether or not resulting from the negligence of **US TRAILER RENTAL & STORAGE INC.** or its licensors, and including, without limitation, any lost profits, business failure or interruption damages, or any damages associated with lost or damaged cargo. In no event shall **US TRAILER RENTAL & STORAGE INC.** total liability to **Lessee** exceed the amount of Use Charges paid by **Lessee** during the three (3) months preceding the event that gave rise to the claim or action.
- (b) **Lessee** expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service carrier and that **Lessee** is not a third-party beneficiary of any agreement with **US TRAILER RENTAL & STORAGE INC.** third-party Trailer Tracking licensor and/or the underlying wireless service carrier. In addition, **Lessee** expressly understands and agrees that the underlying wireless service carrier shall no legal, equitable or other liability of any kind to **Lessee**. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, **Lessee** hereby waives any and all claims against the underlying wireless service carrier from all such liability, provided however, that 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, then **Lessee's** exclusive remedy and the total liability of the underlying wireless service carrier arising in any way in connection with the Lease for any cause whatsoever including, without limitation, any failure or disruption of service provided hereunder, is limited to payment of damages in an amount equal to the portion of the Use Charges to **Lessee** for the services relating to the period of service during which said damages occur.

12. INSURANCE & CDW

- (a) Minimum levels of insurance covering the Equipment shall be maintained by **Lessee**, at **Lessee's** expense, with a licensed insurance carrier with an A.M Best rating of not less than B+ and shall include.

- (i) All risk insurance covering physical loss of or damage the Equipment from any cause whatsoever. **US TRAILER RENTAL & STORAGE INC.** shall be named and a loss payee;

(ii) Comprehensive Automobile Liability coverage protecting **US TRAILER RENTAL & STORAGE INC.** from and against all loss and damage it may sustain or suffer because of death of or injury to any person, as a result of the use, possession, maintenance or control of the Equipment by **Lessee**. Coverage must be primary and no contributory and include minimum limits of \$1 million combined single limit or \$1 million bodily injury and \$250,000 property damage. **US TRAILER RENTAL & STORAGE INC.** must be shown as an additional insured; and

(iii) Comprehensive General Liability coverage protecting **US TRAILER RENTAL & STORAGE INC.** from and against all loss and damage it may sustain or suffer because of death of or injury to any person, or damage to the property of any person, as a result of the use, possession, maintenance or control of the Equipment by **Lessee**. Coverage must be primary and non-contributory and include minimum limits of \$1 million general aggregate or \$1 million each occurrence and include contractual liability coverage and/or endorsement. **US TRAILER RENTAL & STORAGE INC.** must be shown as additional insured.

- (b) Policies of insurance shall be valid and in force until the Equipment is returned to **US TRAILER RENTAL & STORAGE INC.** **Lessee** shall provide **US TRAILER RENTAL & STORAGE INC.**, with certificate(s) of insurance evidencing the required coverage prior to delivery or acceptance of any Equipment, and thereafter with certified copies of the insurance policies as may be requested by **US TRAILER RENTAL & STORAGE INC.** Such certificates shall contain a requirement that **US TRAILER RENTAL & STORAGE INC.** Receive thirty (30) days prior written notice of cancellation or material change to **Lessee's** insurance policies. All policies of insurance must carry deductible limits acceptable to **US TRAILER RENTAL & STORAGE INC.** If requested by **US TRAILER RENTAL & STORAGE INC.**, **Lessee** shall file a claim with its insurance carrier for any lost or stolen units of Equipment. Insolvency or failure by **Lessee's** insurance carrier to provide coverage for any and all loss, claim, liability or damage arising out of the Lease shall not relieve **Lessee** of any of its obligations set forth the Lease. Nothing contained in these insurance requirements is to be construed as limiting the extent of **Lessee's** liability under the Lease. **Lessee** is solely responsible for ensuring that it maintains the minimum levels of financial responsibility required by Applicable Law.
- (c) The insurance requirements of this Section 13 may be satisfied in whole or in part by a self-insurance program maintained by **Lessee** which is acceptable to **US TRAILER RENTAL & STORAGE INC.**, provided however **US TRAILER RENTAL & STORAGE INC.** 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 **US TRAILER RENTAL & STORAGE INC.** evidence of such self-insurance program upon **US TRAILER RENTAL & STORAGE INC.** request together with a copy of **Lessee's** most recent financial statements, which shall be satisfactory of **US TRAILER RENTAL & STORAGE INC.**
- (d) **Lessee** can fulfill its obligation to provide the all risk insurance required in Section 13(a)(i) hereof, by purchasing the Collision Damage, Fire and Theft

Waiver Options (“CDW”) offered by **US TRAILER RENTAL & STORAGE INC.** 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 **US TRAILER RENTAL & STORAGE INC.** for any repairs required for any unit of Equipment returned to **US TRAILER RENTAL & STORAGE INC.** in a damaged condition, subject to applicable deductible or (B) to pay **US TRAILER RENTAL & STORAGE INC.** the Casualty Loss Value of any unit of Equipment which was to be returned to **US TRAILER RENTAL & STORAGE INC.** 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 will not be available to Lessee unless each of the following conditions have been met: (v) Lessee is in compliance with all terms and conditions of the Lease, including current on all payments; (w) all casualty loss or damage to the unit of Equipment must have occurred in the United States or Canada; (x) 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; (y) Lessee shall have promptly notified **US TRAILER RENTAL & STORAGE INC.** 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, shall have delivered promptly to **US TRAILER RENTAL & STORAGE INC.** a copy of the applicable police report; and (z) Lessee shall have provided to **US TRAILER RENTAL & STORAGE INC.** any additional documentation it may request relating to the casualty loss or damage and comply with any other requirements of **US TRAILER RENTAL & STORAGE INC.** Oral requests for quotes on casualty loss or damaged Equipment shall not constitute the required notice under this Section 13(d). Lessee shall be liable for the first \$1,500 for each occurrence of damage to or loss of any unit (or the first \$5,000 in the case of refrigerated or specialty Equipment). In addition, Lessee hereby agrees that Use Charges will 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. **US TRAILER RENTAL & STORAGE INC.**, in its sole discretion, may discontinue providing CDW to Lessee on ten (10) days prior written notice.

13. **SECURITY DEPOSIT.** As a condition precedent to **US TRAILER RENTAL & STORAGE INC.** entering into the Lease and to **US TRAILER RENTAL & STORAGE INC.** making the Equipment available to Lessee, and as security for the full performance by Lessee of its obligations hereunder, a security deposit in amount determined by **US TRAILER RENTAL & STORAGE INC.**, may be required and, if required, shall be delivered to **US TRAILER RENTAL & STORAGE INC.** by Lessee prior to Lessee taking possession of any Equipment. Such security deposit may be used to offset an amount due and owing by Lessee to **US TRAILER RENTAL & STORAGE INC.** 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 **US TRAILER RENTAL & STORAGE INC.** and after deduction of any amounts due and owing by Lessee to **US TRAILER RENTAL & STORAGE INC.**, including, without limitation, all unpaid Use Charges and any repair or replacement expenses.

14. **LETTER OF CREDIT.** As a condition precedent to **US TRAILER RENTAL & STORAGE INC.** entering into the Lease and to **US TRAILER RENTAL & STORAGE INC.** making the Equipment available to Lessee, and its security for the full performance by Lessee of its obligations hereunder, Lessee may be required to obtain from a financial institution acceptable to **US TRAILER RENTAL & STORAGE INC.** an irrevocable letter of credit for the benefit of **US TRAILER RENTAL & STORAGE INC.** in the amount determined by **US TRAILER RENTAL & STORAGE INC.** If required, Lessee agrees to maintain such letter of credit in place until all of the Equipment leased hereunder shall have been returned to **US TRAILER RENTAL & STORAGE INC.** and Lessee shall have fully complied with all of its obligations hereunder, including the payment of all Use Charges, repair or replacement expenses and any other amount due and owing to **US TRAILER RENTAL & STORAGE INC.** hereunder. In addition, the failure by Lessee to extend the letter of credit or to provide a substitute letter of credit acceptable to **US TRAILER RENTAL & STORAGE INC.** at least thirty (30) days prior to the expiration date of the letter of credit shall constitute an event of Default under the Lease and shall entitle **US TRAILER RENTAL & STORAGE INC.** to immediately draw down the full amount available under the letter of credit. The letter of credit shall be issued in the form approved by **US TRAILER RENTAL & STORAGE INC.**
15. **ADEQUATE ASSURANCES.** During the term of any lease, **US TRAILER RENTAL & STORAGE INC.**, in its sole discretion, may require that Lessee immediately enter into a reasonable security arrangement with **US TRAILER RENTAL & STORAGE INC.** 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 **US TRAILER RENTAL & STORAGE INC.** 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 **US TRAILER RENTAL & STORAGE INC.** shall be entitled to all rights and remedies provided by Section 21(b) herein.
16. **LAWS, RULES AND REGULATIONS.**
- (a) For each unit of Equipment, **US TRAILER RENTAL & STORAGE INC.** will provide a motor vehicle registration and license plate for registration in a jurisdiction of **US TRAILER RENTAL & STORAGE INC.** choosing, together with any required renewals. Lessee shall be solely responsible for all other registrations, licenses, license plates, and operating permits that may be required for Lessee to use, possess, operate or control the Equipment during the Lease.
- (b) Lessee shall be solely responsible for (i) complying with Applicable Law, including, without limitation, all federal and state anti-pollution and environmental, transportation compliance, safety and inspection requirements; (ii) any modification required to be made to the Equipment to comply with Applicable Law; and (iii) any fines, tolls, user fees, traffic and parking violations, towing and storage expenses and other similar fines, fees or charges relating to the Equipment during the Lease. **US TRAILER RENTAL & STORAGE INC.** shall charge Lessee, and Lessee agrees to pay **US TRAILER RENTAL & STORAGE INC.**, for any fines, tolls user fees, traffic or parking violations, towing and storage expenses and other fines, fees, penalties, or charges relating to the Equipment during the Lease plus and administrative fee.
- (c) Sections 95300-95311 of Title 17 of California Code of Regulations governs the operation of 53-foot or longer box-type trailers in the State of California (the “HDV Regulations”). Lessee is solely responsible for complying with the HDV Regulations, as they may be amended from time to time, in conducting operations in the State of California, including, without limitation, (i) the cost of any modification required to be made to the Equipment to comply with the HDV

Regulations; (ii) complying with any reporting obligations under the HDV Regulations associated with the operation of the Equipment in the state of California; and (iii) verifying that any Equipment that Lessee has rented or leased from **US TRAILER RENTAL & STORAGE INC.** complies with the HDV Regulations prior to the operation of that unit of Equipment in the State of California. Lessee shall not permit Equipment that does not comply with the HDV Regulations to be operated in the State of California. Lessee shall have the right to make modifications to the Equipment to comply with the requirements of the HDV Regulations; provided, however, that (i) any modifications made to install aerodynamic devices on Equipment are made in accordance with recommendations and standards set by the manufacturer of the aerodynamic device, and (ii) unless otherwise agreed to by **US TRAILER RENTAL & STORAGE INC.**, Lessee shall be responsible for removing any modifications Lessee makes to the Equipment prior to Lessee's return of the Equipment to **US TRAILER RENTAL & STORAGE INC.**

THE LESSEE OF THIS BOX-TYPE TRAILER UNDERSTANDS THAT WHEN USING A HEAVY-DUTY TRACTOR TO PULL A 53-FOOT OR LONGER BOX-TYPE TRAILER ON A HIGHWAY WITH CALIFORNIA, THE BOX-TYPE TRAILER MUST BE COMPLIANT WITH SECTIONS 95300-95311, 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 VERIFIED SMARTWAY TECHNOLOGIES PRIOR TO CURRENT OR FUTURE USE IN CALIFORNIA.

- (d) Section 2477 of Title 13 of the California Code of Regulations governs the operation of refrigerated units of Equipment in the State of California (the "TRU Regulations"). It is a violation of the TRU Regulations to operate any refrigerated unit of Equipment in the State of California that does not comply with the TRU Regulations, as they may be amended from time to time. Lessee shall be solely responsible for complying with the TRU Regulations in conducting operations in the State of California, including, without limitation, (i) the cost of any modification required to be made to the Equipment to comply with the TRU Regulations; provided, that Lessee shall obtain **US TRAILER RENTAL & STORAGE INC.** approval prior to modifying an Equipment to comply with the TRU Regulations, (ii) complying with any reporting obligations under the TRU Regulations associated with the operation of refrigerated units of Equipment in the State of California; and (iii) verifying that any refrigerated unit of Equipment that Lessee has rented or lease from **US TRAILER RENTAL & STORAGE INC.** complies with the TRU Regulations prior to the operation of that unit of Equipment in the State of California. Lessee shall not permit a refrigerated unit of Equipment that does not comply with the TRU Regulations to be operated in the State of California.

18. TAXES. All taxes and assessments, including without limitation all import and customs duties and all withholding, property, sales and/or use taxes, and all penalties or other charges or fees arising out of or incident to the use, possession or control of the Equipment by Lessee prior to its return to **US TRAILER RENTAL & STORAGE INC.**, shall be the responsibility of Lessee. In order to avoid the obligation to remit an applicable withholding, property, sales and/or

use tax to **US TRAILER RENTAL & STORAGE INC.**, LESSEE must provide a duly authorized exemption certificate issued by or acceptable to the relevant taxing authority.

19. ASSIGNMENT & SUCCESSORS. Lessee shall not assign or sublease any right or interest in the Equipment, any Lease or any agreement that results therefrom, without the prior written consent of **US TRAILER RENTAL & STORAGE INC.** **US TRAILER RENTAL & STORAGE INC.** shall have the right to assign of its rights or interests in the Equipment, any Lease or any agreement that results therefrom, without obtaining Lessee's consent. For purposes of this Section 19, an assignment shall be deemed to have occurred if there has been a change in the control of Lessee or Lessee's business, whether by merger, consolidation or reorganization, the sale of a majority of the ownership of Lessee or Lessee's ultimate parent, or a sale, assignment or other transfer of all substantially all of Lessee's assets Lessee may not sublicense, assign, rent, disclose or provide the Software or access to the Communications Services to any third-party. Notwithstanding anything to the contrary contained herein, the Lease and the Standard Terms and Conditions shall inure to the benefit and be binding upon the parties, their heirs, successors, administrators, executors and assigns.

20. LIENS.

(a) Lessee shall keep the Equipment free from any liens, including, without limitation, mechanics' liens, storage warehouse or other possessory liens, claims or encumbrances, attachments, rights of others and legal processes. ("Liens") of creditors of Lessee or any other persons. Lessee shall promptly notify **US TRAILER RENTAL & STORAGE INC.** upon receipt of notice of such Liens affecting the Equipment and Lessee shall promptly defend at its own expense **US TRAILER RENTAL & STORAGE INC.** title to the Equipment from such Liens.

(b) Notwithstanding the parties' intention an express agreement that the Lease constitutes a valid lease of the Equipment, and solely to protect the rights of **US TRAILER RENTAL & STORAGE INC.** in the Equipment in the event the Lease is determined by a court of competent jurisdiction to be a conditional sale of and/or financing arrangement as to the Equipment, Lessee hereby pledges, assigns and grants to **US TRAILER RENTAL & STORAGE INC.** a continuing first priority security interest in and lien upon the Equipment and all proceeds (including proceeds of all insurance policies), which interest and lien shall be cross-collateralized with each and every separate item of Equipment subject to the Lease and related schedules, in order to secure the prompt payment and performance, as and when due, of all Lessee's obligations, both now existing and hereinafter arising under the Lease. Lessee hereby agrees that **US TRAILER RENTAL & STORAGE INC.** shall have all rights and remedies of a "secured party" under the Uniform Commercial Code and authorizes **US TRAILER RENTAL & STORAGE INC.** to cause this Lease and or any statements or other instruments in respect of this Lease showing interest of **US TRAILER RENTAL & STORAGE INC.** in the Equipment (including certificates of title or Uniform Commercial Code financing statements) to be filled or recorded, and grants **US TRAILER RENTAL & STORAGE INC.** and its agents the right to execute Lessee's name thereto. Lessee also agrees to execute or cause the execution of such additional documents and so such other and acts and things, including execution of applications and certificates of title naming **US TRAILER RENTAL & STORAGE INC.** as a secured party delivery of same to **US TRAILER RENTAL & STORAGE INC.** as **US TRAILER RENTAL & STORAGE INC.** from time to time requests

or deems necessary to Establish and maintain a valid and perfected security interest in and lien upon the Equipment. To further secure payment to **US TRAILER RENTAL & STORAGE INC.** of the obligations owed **Lessee**, **Lessee** agrees that the Equipment subject to the Lease shall be cross-collateralized with the Equipment subject to any other Lease in which Lease is a **Lessee**.

21. Default

- (a) **Lessee SHALL BE IN DEFAULT** of the Lease: (i) if **Lessee** fails to comply with any of the terms or conditions of the Lease, including, without limitation, the retention of the Equipment for the Lease Term or the timely payment of all invoices; (ii) if any third-party credit support, including any guarantor or issuer of letter of credit, attempts to or does cancel the support or guaranty (or is otherwise in default under such support or guaranty); (iii) if **Lessee** is in default of any of the terms or conditions of any other agreement with **US TRAILER RENTAL & STORAGE INC.**; (iv) if **Lessee** fails to maintain, or fails to provide **US TRAILER RENTAL & STORAGE INC.** with proper evidence of, the insurance required by this Lease, or **Lessee's** insurance is canceled, reduced, or lapses; (v) if **Lessee** fails to provide the adequate assurances under Section 16 hereof; or (vi) if **Lessee** becomes insolvent, or subject to any voluntary or involuntary bankruptcy proceeding (including acquiescence in the appointment of a trustee or receiver, or commencement of any dissolution or liquidation proceeding; hereafter individually or collectively referred to as a "Default").
- (b) In addition to any rights or remedies available at law or in equity, upon a Default by **Lessee**, **US TRAILER RENTAL & STORAGE INC.** shall have the right, at its option and without demand or notice to **Lessee**, to do any one or more of the following: (i) pay all amounts required to be paid or perform or cause to be performed all obligations required to be performed by **Lessee** under the Lease and charge **Lessee** as additional rent the amount paid or the reasonable value of the services performed therefore together with interest thereon at the rate described in Section 7 hereof; (ii) declare the entire balance of the remaining payments under the Lease immediately due and payable by acceleration and recover such amount as liquidated damages, the reasonableness of such damages being acknowledged and agreed to by **Lessee**; (iii) take immediate possession of all outstanding Equipment and Software, all of which is to be returned at **Lessee's** expense; (iv) immediately terminate **Lessee's** access to access the Communication Services; (v) terminate the Lease (whereupon the terms and conditions shall continue to apply to the Equipment then in the possession or control of **Lessee** until its return); (vi) calculate and require **Lessee** to pay any collection costs incurred in recovery of any sums due or repossession of any Equipment including, without limitation, reasonable attorney's fee; (vii) calculate and recover from **Lessee** any lost profits and damages as a "Lost Volume Seller" and/or "Lost Volume Lessor" (as those terms are defined and used in the Uniform Commercial Code) that **US TRAILER RENTAL & STORAGE INC.** would have generated had the Lease not been prematurely cancelled; (viii) calculate and recover from **Lessee** any cost to transport and store any costs to transport and store the Equipment throughout the remainder of the Lease Term; and (ix) set-off and apply any amounts owing by **US TRAILER RENTAL & STORAGE INC.** to or for the account of **Lessee** against any amounts owing by **Lessee** to or for the account of **US TRAILER RENTAL & STORAGE INC.**, including, without limitation, any

deposits, accruals, prepayments, overpayments, Estimated Charges, fees or otherwise. **Lessee** acknowledges and agrees that **US TRAILER RENTAL & STORAGE INC.** is under no duty to mitigate damages resulting from **Lessee's** Default.

22. REPOSSESSION.

- (a) In the event of **Lessee's** Default, and upon demand of **US TRAILER RENTAL & STORAGE INC.**, **Lessee** shall immediately return all Equipment to **US TRAILER RENTAL & STORAGE INC.** If **Lessee** fails or refuses to immediately return all Equipment after demand by **US TRAILER RENTAL & STORAGE INC.** 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 **US TRAILER RENTAL & STORAGE INC.** shall be deemed to be **Lessee's** agent for such purposes. If **US TRAILER RENTAL & STORAGE INC.** takes possession of the Equipment with property contained in, upon or attached to the Equipment, **US TRAILER RENTAL & STORAGE INC.** may take possession of such property and hold it in its own or public storage for the account and the expense of **Lessee** upon thirty (30) 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 for replevin, distraint, levy or sale in any legal proceeding taken by **US TRAILER RENTAL & STORAGE INC.** to enforce any right under the Lease.
- (b) In the event of **Lessee's** Default, (i) **US TRAILER RENTAL & STORAGE INC.** will be in danger of losing its Equipment unless immediate possession of the Equipment is obtained because **US TRAILER RENTAL & STORAGE INC.** Equipment is movable and readily marketable; and (ii) **US TRAILER RENTAL & STORAGE INC.** will 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, **US TRAILER RENTAL & STORAGE INC.** shall have the right, without prejudice to any other rights and remedies otherwise available to **US TRAILER RENTAL & STORAGE INC.** 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 **US TRAILER RENTAL & STORAGE INC.**

23. INTELLECTUAL PROPERTY. US TRAILER RENTAL & STORAGE INC. and/or it licensors reserve ownership of all Intellectual Property in and to the Equipment, Trailer Tracking Unit, Software, Communication Services and the **US TRAILER RENTAL & STORAGE INC** 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 23, "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.

24. BUSINESS CONDUCTED ELECTRONICALLY.

- (a) **Lessee** agrees to conduct business with **US TRAILER RENTAL & STORAGE INC.** electronically, and that except as otherwise specifically provided herein, an electronic signature on any notice or other communication required or permitted to be given hereunder, or pursuant or relating to any Lease, shall have the same force and effect as the use of manual signatures;

- (b) Lessee agrees that in the event Lessee uses any web site of **US TRAILER RENTAL & STORAGE INC.**, including, without limitation, www.USTrents.com (collectively, "**US TRAILER RENTAL & STORAGE INC.**" website), as a condition of such use, Lessee stipulates that while on **US TRAILER RENTAL & STORAGE INC.** websites so indicate, when Lessee clicks a button labeled "I Agree" or "I Accept", or when Lessee types "I Agree" or "I Accept" in a space marked for such an input by Lessee, Lessee will be manifesting and authenticating Lessee's assent to a binding contractual agreement incorporating the terms and provisions for which the button or input area is provided; and
- (c) In any dispute hereunder, related to the Lease, or related to Lessee's use of **US TRAILER RENTAL & STORAGE INC.** Websites, Lessee stipulates that it will have the burden of providing that (i) any electronic manifestation of assent received by **US TRAILER RENTAL & STORAGE INC.** is not attributable to Lessee; and (ii) Lessee did not have an opportunity to review any electronic terms and conditions posted on the **US TRAILER RENTAL & STORAGE INC.** Sites.
25. **WAIVER.** No waiver by **US TRAILER RENTAL & STORAGE INC.** of any breach or Default hereunder, or omission or delay by **US TRAILER RENTAL & STORAGE INC.** in exercising any of its rights hereunder, or course of dealing between **US TRAILER RENTAL & STORAGE INC.** and Lessee shall operate as a waiver by **US TRAILER RENTAL & STORAGE INC.** to subsequently require full compliance with the Lease or the Standard Terms and Conditions or as a waiver of any of **US TRAILER RENTAL & STORAGE INC.** rights or remedies hereunder.
26. **ILLEGAL PAYMENTS.** No bribes, illegal commissions, or other similar payments, whether direct or indirect, to the best of Lessee's knowledge, have been or will be made to any employee or agent of **US TRAILER RENTAL & STORAGE INC.** or Lessee, or of their respective subsidiaries, in connection with the Lease
27. **ENTIRE AGREEMENT; CONFLICTS.** The Lease, including the Standard Terms and Conditions, any long-term Equipment Lease Agreement and Schedules thereto, National Account Agreement, Short-term Rental Agreement and Equipment Rental Agreement, supersedes all prior agreements, whether written or oral, between **US TRAILER RENTAL & STORAGE INC.** and Lessee with respect to the rental or lease of the Equipment described therein, and constitutes a complete and exclusive statement of the terms of the Equipment described therein, and constitutes a complete and exclusive statement of the terms of the agreement between **US TRAILER RENTAL & STORAGE INC.** and Lessee with respect to the lease of Equipment described therein. All Lease documents shall be read in a complementary manner. Except as may be provided in the Lease, the Standard Terms and Conditions shall take precedence over all other Lease documents.
28. **AMENDMENTS. US TRAILER RENTAL & STORAGE INC.** reserves the right to change, upon thirty (30) days prior written notice, any term or provision of the Lease, including, without limitation, the Use Charges to be paid under the Lease and the Standard Terms and Conditions. No change to the Lease shall be effective unless in writing, expected by **US TRAILER RENTAL & STORAGE INC.** Vice President, Customer Financial Services or his designee who is located in **US TRAILER RENTAL & STORAGE INC.** home office in St. Louis, Missouri and delivered to Lessee pursuant to the notice provision hereto.
29. **NOTICES.** All notices and other communications required or permitted to be given hereunder, including those required for billing purposes, shall be in writing and shall be deemed given and made (i) if by personal delivery, on the date of delivery, (ii) if by a nationally recognized overnight courier, on the next day following deposit in the mail. Any notice communication to Lessee shall be sent to the address set forth in the Lease, or such other address as may be

designed by Lessee by written notice **US TRAILER RENTAL & STORAGE INC.** In the case **US TRAILER RENTAL & STORAGE INC.**, any notice or communication shall be sent to **US TRAILER RENTAL & STORAGE INC.**, 3501 Manchester Traffic way, Kansas City, MO 64129, Attention: Tom Elliot. Any Change of address by either party shall be communicated to the other in writing. Notwithstanding the above, **US TRAILER RENTAL & STORAGE INC.** may provide the Lease, the Standard Terms and Conditions, invoices notices and other communications to Lessee in an electronic format through the **US TRAILER RENTAL & STORAGE INC.** Web Sites or other means.

30. **CONFIDENTIALITY.** The confidentiality of the Lease, including without limitation the Use Charges applicable thereunder, shall be strictly maintained by Lessee and shall not be released or revealed to any third-party by Lessee.
31. **CHOICE OF LAW; VENUE; JURY TRAIL WAIVER.** The Lease and the Standard Terms and Conditions shall be governed by the internal substantive laws of the State of Missouri, without regard to conflicts of laws provisions. Lessee and **US TRAILER RENTAL & STORAGE INC.** each hereby submit to the jurisdiction of the Circuit Court of Clay County, Missouri for purposes of adjudicating any action arising out of or related to the Lease, and hereby waive, to the fullest extent arising out of or related to the Lease, an hereby waive, to the fullest extent permitted by law, any objection to that venue for any action arising out of or related to the Lease. Any action arising out of the Lease may be properly filed in the Circuit Court of Clay County Missouri however; **US TRAILER RENTAL & STORAGE INC.** reserves the right to bring suit in any other jurisdiction. **LESSEE AND US TRAILER RENTAL & STORAGE INC. EACH IRREVOCABLY WAIVE THEIR RIGHT TO TRAIL BY JURY IN ANY LEGAL PROCEEDING FOR ANY CLAIM, DISPUTE OR CONTROVERSY THAT IN ANY WAY ARISES FROM OR RELATES TO THE LEASE AND IN WHICH LESSEE AND US TRAILER RENTAL & STORAGE INC. ARE ADVERSE PARTIES.**
32. **SEVERABILITY.** If any term or provision hereof is declared to be illegal, invalid or unenforceable for any reason by a court of competent jurisdiction, such illegality, invalidly or unenforceability shall not affect the remaining terms and provisions hereof, which shall remain binding and enforceable.