

FINAL MILE LEASING

TRUCK MASTER LEASE AGREEMENT

1. Parties.

A. Lessor: Final Mile Leasing LLC
448 Pepper Street
Monroe, CT 06468

B. Lessee: _____

2. **Lease of Equipment.** Subject to the terms and conditions of this Truck Master Lease Agreement (the "Lease"), LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, the trucks (each, a "Truck") described in Schedule A or on any Supplemental Schedule(s) (hereinafter collectively referred to as the "Equipment Schedule") complete with all additions, attachments, accessories and replacement parts described therein (hereinafter collectively referred to as the "Equipment"). LESSEE's failure to take delivery of any Equipment for any reason constitutes a material breach of the Lease.

3. **Lease Term.** The term of this Lease (the "Term") shall commence on the date (the "Acceptance Date") of LESSEE's execution of the Certificate of Delivery and Installation (the "Delivery Certificate") and shall continue for _____ (_____) months, unless otherwise terminated or extended, pursuant to the provisions of this Lease. Upon expiration of the Term, this Lease shall automatically renew for successive additional _____ (_____) month terms (each, an "Additional Term," and collectively, the "Additional Terms"). Should LESSEE operate or possess any Equipment after the Term for that Equipment has terminated for any reason, the terms of this Lease will apply to the hold-over lease, provided however that LESSOR shall have the right to terminate such hold-over lease upon five (5) days' notice.

4. **Security Deposit.** LESSEE shall be pay to LESSOR a security deposit of (_____) (_____) dollars (the "Security Deposit"). LESSOR shall have the right, during the Term or upon expiration, termination, or cancellation of the Lease to apply any Security Deposit to any amount owing to LESSOR under the Lease, or any other Schedule including, without limitation, to repair damage to any Equipment. The balance of any Security Deposit not so applied shall be remitted to LESSEE within thirty (30) days after the date of expiration, termination or cancellation. Should the amount of Equipment change, LESSEE agrees and acknowledges that an additional Security Deposit may be required, and

LESSEE agrees, upon LESSOR's request, to deposit the additional Security Deposit amount with LESSOR. LESSOR may commingle the Security Deposit with other funds and Lessor is not required to pay LESSEE interest on the Security Deposit. LESSEE agrees and acknowledges that the Security Deposit is made in the ordinary course of LESSEE's business, and that the Security Deposit is not a transfer made on account of any antecedent debt or obligation.

5. **Delivery.** LESSOR agrees to cause Equipment to be delivered to LESSEE but assumes no liability for loss or damage arising from late delivery or fulfillment of contract by reason of fires, strikes, delay in transportation, laws or regulations of the United States Government or of any state or locality, or any other cause unavoidable or beyond the control of the LESSOR. Equipment shall be delivered to LESSEE at LESSEE's expense and shall be kept and used only at the location set out in the Delivery Certificate. When LESSEE places a Truck into service, LESSEE acknowledges and agrees that the Truck conforms to the Truck's specifications and is in good, working order.

6. **Charges and Payment.** LESSEE agrees to pay the weekly rental charges set forth in the Schedule B in advance (each a "Rental Payment" and, collectively, the "Rental Payments"). In addition, LESSEE shall be solely responsible for payment of any and all applicable sales, use or other tax (collectively, the "Tax"). LESSEE shall pay the Tax in the manner prescribed by the taxing authority in which the Equipment is located. Upon executing the Schedule(s), LESSEE shall pay LESSOR the first and last weekly Rental Payment in addition to the Security Deposit pursuant to Section 4. Upon the Acceptance Date of the Equipment, LESSEE shall pay the transportation charges for the Equipment as indicated by the manufacturer or its designee. On the corresponding day of each month thereafter, LESSEE shall continue making Rental Payments until the total rental balance (the "Rental Balance") has been paid in full. LESSEE acknowledges and agrees that its obligations hereunder, including, without limitation, its obligation to make Rental Payments and pay Tax, shall be unconditional and irrevocable under any and all circumstances, shall not be subject to cancellation, termination, modification, or repudiation by LESSEE, and shall be paid and performed by LESSEE without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever.

The Rental Payments shall be paid to LESSOR at its above address or at such other address as LESSOR shall direct in writing, free and clear of any offset, currency conversion charges, credit card fees, bank charges, or other fees (collectively the "Fees"). If any Rental Payment hereunder is subject to any Fees, then the amount of all Fees and similar charges shall be payable by LESSEE as additional rent ("Additional Rent") with the first Rental Payment after LESSOR has incurred any such Fees. If any Rental Payment hereunder is made subsequent to the tenth (10th) day following its due date, such Rental Payment, whenever made may bear interest at the option of LESSOR, at the highest lawful contract rate, not to exceed one and one half percent (1.5%) per month, computed thereon from its due date to the date when paid.

At LESSOR's election, LESSEE shall make Rental Payments via (i) direct deduction from a third-party payor, or (ii) ACH payment pursuant to the Rental Payment Authorization Form attached as Schedule C.

- 7. Location and Identification of Equipment.** Equipment shall be located at the address to which Equipment is to be shipped, as set forth in the Delivery Certificate, and shall not be removed from such location without the prior written consent of LESSOR. LESSEE shall not change or remove any insignia, lettering or signage (collectively, "Signage"), including, without limitation, Signage indicating that the Equipment is owned by LESSOR.
- 8. Operation, Maintenance, Care and Damage.**

 - A. Operation.** LESSEE shall permit the use of the Equipment only by properly licensed drivers that are (i) over the age of eighteen (18) years, and (ii) trained and competent personnel of LESSEE, subject to LESSEE's exclusive direction and control (each, a "Driver"). LESSEE covenants and warrants that, during the Term, the Equipment shall at all times be used and operated in compliance with the laws of the jurisdiction in which it is located, and with the provisions of all applicable insurance policies and manufacturer's operation manuals (collectively, the "Manuals") and in compliance with all acts, rules, regulations, or orders of any administrative body. In addition to the above, LESSEE shall not operate any Truck (i) in any reckless or abusive manner, or (ii) to transport any cargo, property, or hazardous material in a quantity which requires placarding by the United States Department of Transportation, or any medical, bio-hazardous, or radioactive waste (collectively "Hazardous Materials"). LESSEE shall not operate any Truck in violation of the manufacturer's recommendations, off of an improved road, on a flat tire, with warning tail lights activated, with gauges showing dangerous or excessive readings, or excessively or improperly loaded. LESSEE shall not operate any Truck outside of the United States. LESSEE is not permitted to carry passengers in any Truck, except as required in the ordinary course of LESSEE's business. If any Driver operates a Truck in violation of the terms herein, and in addition to other remedies available LESSOR, LESSEE will immediately remove that Driver from operation of the Truck.
 - B. Regular Maintenance.** LESSOR shall maintain Equipment and make all regular maintenance and inspection called for by the Manuals (the "Regular Maintenance"). Regular Maintenance may include (i) preventative maintenance on Equipment every 12,000 miles, and (ii) the repair and replacement of items when needed as indicated by each 12,000-mile inspection.
 - C. Costs and Expenses.** With the exception of Regular Maintenance, LESSEE shall pay all costs and expenses of operation of the Equipment, including, without limitation, fuel and Required Insurance (as defined herein).

D. Equipment Tracking and Disabling. LESSOR reserves the right to track the location, operation, and any and all other functioning of all Equipment subject to this Lease including, without limitation, by installing equipment and/or software in and on the Equipment for these purposes (collectively, the “Tracking Equipment”). LESSEE understands and acknowledges that LESSOR reserves the right to disable the Equipment in the event that LESSEE fails to fulfill its Rental Payment or other obligations pursuant to this Lease by or through the Tracking Equipment or otherwise. LESSEE retains no right in or to the Tracking Equipment, and shall not alter or damage the Tracking Equipment.

E. Damage and Destruction. LESSEE shall pay or reimburse LESSOR for any loss due to damage to, or destruction of, Equipment from any cause whatsoever. In the event of any damage to, or destruction of, any Equipment from any cause whatsoever, following proper notice from LESSEE to LESSOR of such damage or destruction as provided herein, LESSEE hereby acknowledges that LESSOR, at its sole discretion, shall have the right to determine where and by whom the repairs and/or maintenance to the Equipment will be performed. Additionally, LESSOR shall retain this right even in the event LESSEE or LESSEE’s insurer shall be responsible for paying for the repairs to the Equipment.

F. No Alterations. LESSEE shall not, without prior approval of LESSOR, affix or install any accessories, replacements or other devices to the Equipment and all repairs, replacements, accessories, attachments and devices furnished or affixed to such Equipment, unless otherwise agreed to in writing, shall be the property of the LESSOR.

9. Warranty and Limitation of Liability.

A. Fitness and Safety. LESSEE acknowledges that the Equipment was not manufactured by LESSOR and that LESSOR is not in the business of manufacturing; that each piece of Equipment is of a size, design, capacity, description and manufacture selected by LESSEE; that LESSEE takes sole responsibility for selecting the Equipment and that LESSEE is satisfied that the Equipment is suitable and fit for its purposes; that LESSEE takes sole responsibility for determining that the Equipment satisfies the standards for safety (e.g., as required under the United States Occupational Safety and Health Administration (“OSHA”), United States Department of Transportation (“DOT”), Required Insurance underwriters, and/or recognized from time to time by industry practice) applicable to LESSEE’s use of the Equipment.

B. No Warranty by LESSOR. The only warranty made in connection with the Equipment shall be the warranty, if any, of the manufacturer of such Equipment and applicable to such Equipment. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT OR ANY PARTS OR LABOR FURNISHED DURING ANY SERVICING OF THE

EQUIPMENT OR WITH RESPECT TO THE CAPACITIES, PERFORMANCE CHARACTERISTICS OR OTHER OPERATIONAL ASPECTS OF THE EQUIPMENT. LESSOR does not intend, and shall not be deemed, to adopt as its own any warranty given by any manufacturer.

C. Assignment of Manufacturer's Warranties. For so long as no default by LESSEE under this Lease or any Schedule shall have occurred and be continuing (a) LESSOR assigns to LESSEE all rights of LESSOR under any warranties given by the manufacturer of the Equipment, to the extent that such warranties are assignable by LESSOR; and (b) LESSOR shall, at LESSEE's expense, reasonably cooperate with and assist LESSEE in obtaining the benefits of any warranties given by the manufacturer the Equipment. LESSEE agrees that its rights under or as a beneficiary of any such warranties shall be subject to the terms of LESSOR's agreement(s) with the manufacturer(s).

D. Limitation of Liability. LESSOR shall in no event be liable to LESSEE for (a) any manufacturing defect or deficiency of the Equipment, (b) any liability, claim, loss, damage, or expense of any kind arising out of or in any way related to Lessee's possession, use or operation of the Equipment, (c) any delay in providing the Equipment, (d) any special, incidental, exemplary, punitive or consequential damages, including, without limitation, lost profit, howsoever caused, related to an in any way concerning the Equipment.

E. Indemnification. LESSEE assumes all risk and liability arising from LESSEE's possession, use and operation of Equipment from the point of shipment to LESSEE to the point of receipt by LESSOR. LESSEE shall indemnify, defend and hold LESSOR harmless from and against any and all damages, claims, losses, costs, suits, proceedings, judgments, liens, penalties, expenses (including attorneys' fees and expenses), and liabilities, whether actual or alleged (each, a "Loss"), arising out of or in any manner related to the possession, use, delivery, maintenance, storage, or operation of the Equipment. The above indemnification specifically includes, but is not limited to, any Loss associated with (a) damages for injuries or death to persons or injury to or destruction of property, including claims based on strict or product liability relating to the Equipment (b) claims and liens for storage and/or labor and materials, (c) and all damage, theft, or destruction of the Equipment, (d) any failure by LESSEE to observe, perform, and comply with the terms and conditions of this Lease or of any Schedule, (e) any claims of infringement of any intellectual property rights attributable to any aspect of the Equipment designed or provided to specifications required by LESSEE, (f) the inaccuracy of any representation or warranty of LESSEE hereunder, (g) any failure of the Equipment to comply with applicable specifications (functional, design or otherwise), warranties, or certifications, (h) the negligence of LESSOR or the manufacturer(s) in design, manufacture, or otherwise with respect to the Equipment or parts therefor, and/or (i) the failure to warn or inadequate warnings or instructions.

10. Claims of Damage or Loss. LESSEE agrees that any representative of LESSOR is authorized to furnish LESSEE with a written notice of claim for damages in any way

concerning LESSEE's use of the Equipment (each, a "Claim" and, collectively, the "Claims"). LESSOR will promptly respond and pay or arrange for repairs to resolve any Claim to the complete satisfaction of LESSOR. For this purpose, unless LESSEE has already resolved the Claim, LESSOR will notify its insurer of the Claim within forty-eight (48) hours after first receiving notice of the Claim. Notwithstanding anything herein to the contrary, LESSOR may, at its option, by notice to LESSOR, or without notice if the Claim has not been resolved for more than thirty (30) days, pay for damage or arrange for repairs arising out of any such Claim, in which case LESSEE will immediately indemnify LESSOR for all its costs and expenses in connection therewith.

11. Insurance.

- A. Required Insurance.** LESSEE will, at its own cost and expense, maintain at all times during the existence of this Lease the insurance coverages specified in Schedule D during the Term (collectively, the "Required Insurance"). LESSEE and LESSOR recognize that the LESSOR is regulated as a motor carrier by DOT with respect to certain of its operations, and that DOT-regulated motor contract carriers must maintain certain levels of liability insurance coverage on a LESSOR-wide basis under 49 C.F.R. Part 387 for the protection of the public. Accordingly, LESSEE understands and agrees that the comprehensive public liability insurance referenced in Schedule D will be provided by the insurance carrier or carriers approved by LESSOR from time to time.
- B. Equipment Insurance.** LESSEE must provide LESSOR with satisfactory written evidence of Required Insurance within thirty (30) days of the commencement of this Lease or any subsequent written request by LESSOR. If LESSEE does not do so, then in lieu of other remedies for default, LESSOR in its discretion and at its sole option may (but is not required to) obtain insurance from an insurer of LESSOR's choosing which may be an affiliate of LESSOR, in such forms and amounts as LESSOR deems reasonable to protect its interest (collectively, "Equipment Insurance"). Equipment Insurance will cover the Equipment and LESSOR; it will not name LESSEE as an insured and may not cover all of LESSEE's interest in the Equipment and will be subject to cancellation at any time. LESSEE agrees to pay LESSOR periodic charges for Equipment Insurance (collectively, "Insurance Charges") that include an insurance premium that may be higher than if LESSEE maintained the Required Insurance separately, a finance charge of up to one and one half percent (1.5%) per month on any advances made by LESSOR or LESSOR's agents, and commissions, billing and processing fees; any or all of which may generate a profit to LESSOR or LESSOR's agents. LESSOR may add Insurance Charges to the Rental Payments as Additional Rent. LESSOR shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt of satisfactory evidence of Required Insurance. There may be a deductible pursuant to the Equipment Insurance, subject to change periodically and without notice to LESSEE (the "Deductible"). The LESSEE is solely responsible for the payment of the Deductible, such payment to be remitted by LESSEE to LESSOR as part of the payment of the Insurance Charges.

C. Notice of Equipment Damage. LESSEE must promptly notify LESSOR of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. LESSEE hereby irrevocably appoints LESSOR as LESSEE's attorney-in-fact to execute and endorse all checks or drafts in LESSEE's name to collect under any Required Insurance. LESSOR may apply proceeds from Required Insurance to the obligations of LESSEE hereunder or any other obligation LESSEE may have to LESSOR as LESSOR deems appropriate.

12. Compliance with Laws. LESSEE agrees to comply with all applicable federal, state and local laws which may govern LESSEE's conduct hereunder. LESSEE will comply with all applicable federal, state, and local laws, rules, and regulations regarding safety (collectively, the "Safety Regulations") including, as applicable, Safety Regulations regarding the Equipment, drivers, drug and alcohol screening, and maximum hours of service.

13. Taxes and Registration. LESSEE must obtain any required identification number or other authorization from the applicable federal, state or local regulatory authorities. The LESSEE is responsible for all registration costs incurred therein. Unless otherwise agreed in writing by the parties, LESSOR will declare and pay when due all license fees, registration fees, assessments, charges and taxes, whether municipal, state or federal, including, but not limited to sales, use, excise and property taxes, and penalties and interest with respect thereto, excluding, however, any taxes based in, or measured solely by, LESSEE's net income. The amount of said taxes, fees and similar charges shall be payable by LESSEE as Additional Rent with the first Rental Payment after LESSOR has paid any such charges.

14. Title of Lessor; Recording. Title to the Equipment shall at all times remain in LESSOR. LESSEE shall at all times keep the Equipment free and clear from all levies, attachments, liens, encumbrances and charges, or other judicial process of every kind whatsoever. LESSEE shall give LESSOR immediate written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE will cooperate with LESSOR and take whatever action may be necessary, including executing documents, to enable LESSOR to file, register or record, and re-file, re-register or re-record, this Lease or evidence hereof, whether memorandum of Lease or financing statement, in such offices as LESSOR may determine and wherever required or permitted by law, for the proper protection of LESSOR's title to Equipment. LESSEE agrees to pay the filing fees associated with the registration or recording of this Lease or financing statement in the amount of \$90.00 (the "Filing Fee"). Such Filing Fee shall be payable to LESSOR as Additional Rent with the first Rental Payment after LESSOR has paid a fee to file or record this Lease or a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR, so that Equipment shall remain personal property and may be removed at the option of LESSOR. LESSEE hereby authorizes LESSOR and LESSOR's assignee and each subsequent assignee to file a financing statement signed only

by LESSOR or such assignee in all places where necessary to perfect LESSOR's security interest in all jurisdictions where authorization is permitted by law.

15. Inspection. LESSEE shall, whenever requested, advise LESSOR of the exact location of Equipment and shall give LESSOR immediate notice of any attachment or other judicial process affecting Equipment and indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, with prior notice, at all reasonable times enter upon any job, building or place, where Equipment is located for the purpose of inspecting the Equipment.

16. Default and Remedies.

A. Events of Default. Each of the following will constitute an "Event of Default" hereunder:

- (1) LESSEE fails to pay the Rental Payment, Additional Rent or any other sums payable hereunder when the same become due;
- (2) LESSEE defaults in or fails to perform any other term or condition hereof and the failure to perform such term or condition continues for more than ten (10) days after LESSOR has sent written notice to LESSEE specifying such failure or default;
- (3) LESSEE defaults under the terms of any other agreement with LESSOR, or LESSOR's assignees or affiliates of LESSOR of assignee;
- (4) a Trustee or Receiver shall be appointed for LESSEE or its property;
- (5) LESSEE shall make an assignment for the benefit of creditors;
- (6) LESSEE is the subject of any proceeding under the Bankruptcy Act or becomes insolvent; or
- (7) LESSEE attempts to remove, sell, transfer, encumber, sublet or part with the possession of the Equipment or do any act or thing tending to impair the title of LESSOR.

B. Remedies upon Default. Upon any such event of Default, LESSOR, at its option, may do any one or more of the following:

- (1) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach of such covenants and terms thereof; and/or

- (2) terminate LESSEE's right to possession of the Equipment under the Lease, whereupon all right, title and interest of LESSEE to or in the Equipment shall absolutely cease and thereupon LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where the Equipment may be and take possession thereof and thenceforth hold, possess and enjoy the same, free from any right of LESSEE or its successors or assigns, including any receiver, trustee in bankruptcy, or creditor of LESSEE, to hold or use said Equipment for any purposes whatsoever, but LESSOR shall nevertheless have a right to recover from LESSEE any and all amounts including rents which, under the terms of this Lease, may be then due and unpaid hereunder for use of said Equipment together with any other remedies set forth herein; and/or
- (3) declare that all sums due and to become due hereunder (collectively, the "Unpaid Rents") are payable forthwith; and/or
- (4) temporarily or permanently disable the Equipment or otherwise discontinue LESSEE's access to or use of the Equipment through remote or direct means.

C. Additional Remedies. In addition to being entitled to take possession of the Equipment as hereinbefore described, LESSOR may recover as damages an amount equal to the Unpaid Rents, plus the residual value of the Equipment set forth on Schedule A, or if no residual value is set forth on Schedule A, the anticipated wholesale fair market value of the Equipment at the end of the Term as determined in good faith by LESSOR, less the wholesale fair market value of the Equipment as of the date that the Equipment is returned to LESSOR as determined in good faith by LESSOR.

D. Costs and Fees. In addition to the remedies set forth above, LESSOR shall be entitled to recover a reasonable sum for attorneys' fees and such expenses shall be expended or incurred in the seizure of items of Equipment, in the collection of any amount due hereunder, in the enforcement of any other right or privilege hereunder or in any consultation or action in connection with any of the foregoing, including appeals.

E. Remedies Cumulative. The remedies by this Section shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity.

F. No Refund. In the event that the LESSEE defaults on the Lease prior to its expiration or the LESSOR terminates the Lease due to performance issues than no Lease costs or other monies expended by the LESSEE shall be refunded.

17. Additional Equipment. LESSEE may, from time to time, add other units to the Schedule A. Upon notice of such action and with the submission of the applicable first month Rental Payment, LESSOR will add the additional Equipment to the Schedule showing Equipment covered by the Lease and reissue the Schedule A, dating the same and sequentially numbering the new Schedule A, which shall at such time be incorporated herein by

reference, to the same effect as if the revised Schedule A had been a part of this Lease when initially executed by the parties hereto. LESSOR may terminate LESSEE's right to add additional Equipment upon thirty (30) days written notice. The termination of such right shall not affect the liability of one party to the other with respect to Equipment previously listed in Schedule A.

18. Return of Equipment.

Upon the expiration or termination of this Lease, LESSEE will immediately return the Equipment to LESSOR in good condition, ordinary wear and tear excepted, preparation, freight and insurance prepaid, to LESSOR as directed by LESSOR or its assignee. LESSEE shall provide LESSOR with proof of shipment; such as a bill of lading or other similar document, upon shipment of the Equipment. A signed bill of lading, pick-up receipt, or similar document does not constitute acknowledgment by LESSOR of any condition of the Equipment being returned. Equipment condition will be determined by a final inspection by LESSOR after Equipment has been returned to LESSOR and notice thereof shall be provided by LESSOR to LESSEE within sixty (60) days of receipt. If any Equipment is returned to LESSOR in a condition other than as set forth above, LESSEE shall pay to LESSOR, in addition to all other charges, expenses, or, damages payable by LESSEE, an amount equal to the difference between the fair market value of the Equipment if it had been returned in good condition, ordinary wear and tear excepted, and the actual fair market value of the Equipment in the condition in which it was returned, each as determined by LESSOR in good faith.

19. Financial Requirements and Confidentiality.

- A. Financial Statements.** At LESSOR's request, but not more often than two (2) times in any calendar year, LESSEE agrees to provide LESSOR with fully-disclosed, year-end financial statements for the most recent two (2) years, including all major statements and footnotes and other financial information as LESSOR may request.
- B. Confidentiality.** LESSEE shall maintain the confidentiality of this Lease and will not disclose the terms hereof unless required by law.

20. Additional Provisions.

- A. Representations and Warranties of LESSEE.** LESSEE has the full power and authority to enter into and consummate all transactions contemplated by this Lease, has duly authorized the execution, delivery and performance of this Lease and has duly executed and delivered this Lease, and this Lease constitutes a legal, valid and binding obligation of the LESSEE, enforceable against it in accordance with its terms.
- B. Amendments.** This Lease may be amended from time to time only by written agreement of the LESSOR and LESSEE.

- C. Effect of Invalidity of Provisions.** In case anyone (1) or more of the provisions contained in this Lease should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will in no way be affected, prejudiced or disturbed thereby.
- D. Execution.** This Lease may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Lease is not valid until executed by a representative of the LESSOR who holds a position of Depot or Account Manager or higher.
- E. Assignment.** LESSOR may assign its rights and obligations under this Lease upon prior written notice to LESSEE. LESSEE may not assign its rights or obligations under this Lease without the express written consent of the LESSOR.
- F. Successors.** This Lease will bind the heirs, executors, administrators, successors and assigns of the parties hereto. An assignment by the LESSEE will be subject to the prior written consent of the LESSOR.
- G. Waiver.** Any delay or failure by either party to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter.
- H. Notices.** All notices, consents, directions and other communications required by the terms of this Lease to be given will be in writing, will be deemed to have been duly given upon receipt and will be delivered (a) by personal delivery or (b) by first-class mail (postage prepaid, return receipt requested) to the parties hereto at the addresses set forth below or such other address as either party will give in a notice to the other party pursuant to this Section:

If to the LESSOR:

Final Mile Leasing LLC
448 Pepper Street
Monroe, CT 06468
Attn: CEO

With a copy to:

Gabriel T. Dym
ECKERT SEAMANS CHERIN & MELLOTT LLC
Two International Place, 16th Floor
Boston, MA 02110
gdym@eckertseamans.com

If to LESSEE:

I. Entire Agreement. This Lease and the Schedules attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements between the parties hereto, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Lease is only valid when executed by a duly authorized officer of the LESSOR.

J. Governing Law and Forum. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. The parties hereto agree to submit to the personal jurisdiction of the courts of the State of Connecticut or applicable federal courts sitting in Connecticut for any dispute related to or in any way concerning this Lease.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease and the attached Schedules to be executed as of the date and year first above written.

FINAL MILE LEASING LLC

LESSEE

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCHEDULE A
Equipment

Quantity	Manufacturer	Description	Model	Vin Number

SCHEDULE B
Rental Payment Schedule

Date	Amount



CONTACT SHEET

Independent Contractor Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Email Address: _____

FINAL MILE LEASING

Recurring ACH Payment Authorization

As authorized account holder for _____, you authorize regularly scheduled charges to your business checking/savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an "ACH Debit". You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 5 days prior to the payment being collected.

I _____, as an authorized account holder for _____, authorize Final Mile Leasing, LLC to charge the business bank account indicated below for \$ _____ on the Friday of each week.

This payment is for weekly long-term truck leases as attached to this form.

Billing Information

Billing Address _____ Phone # _____

City, State, Zip _____ Email _____

Bank Details

Checking Savings

Account Name _____

Bank Name _____

Account Number _____

Routing Number _____



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify _____ in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that _____ may at its discretion attempt to process the charge again within 30 days, and

agree to an additional \$_____ charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____
(Account Holder's Signature)

DATE _____

FINAL MILE LEASING

I hereby authorize Final Mile Leasing or its third part consultant to obtain any and all information pertaining to my personal or business credit history for the purpose of leasing vehicle(s). This consent shall automatically expire thirty (30) days from the date of my signature below.

Individual Information: _____

Social Security Number: _____

Date of Birth: ____/____/____

Address: _____

City: _____ State: _____

Business Name: _____

Business Address: _____

Business
Representative Signature: _____

Date: _____

Federal Tax ID No: _____

Signature (Full Legal Name)

Date

FINAL MILE LEASING

DRUG AND ALCOHOL ADDENDUM TO TRUCK MASTER LEASE AGREEMENT

LESSOR: Final Mile Leasing LLC

LESSEE: _____

MASTER LEASE: Truck Master Lease Agreement dated on or about _____

DATE: _____

Pursuant to Section 12 (*Compliance with Laws*) of the Master Lease, the Lessee has agreed to comply with all applicable federal, state, and local laws, rules, and regulations regarding the use and abuse of drugs and alcohol during the Term and at any time during Lessee's use of the Equipment. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Master Lease.

In conjunction with the Master Lease, Lessee agrees to abide by all applicable drug and alcohol rules with respect to commercial motor vehicles promulgated by the U.S. Department of Transportation ("*DOT*") and the Federal Motor Carrier Safety Administration ("*FMCSA*").

Pursuant to DOT Regulation 382.305, all operators holding a commercial driver's license must be subject to random drug and alcohol testing by their employer. Additionally, as of January 2020, the FMCSA has launched the Drug and Alcohol Clearinghouse which is a comprehensive online database containing a five-year history on all commercial drivers with substance abuse violations.

Employers of any operators of commercial motor vehicles are required to conduct regular drug and alcohol testing and are required to publish any violations. Moreover, they are required to use the Drug and Alcohol Clearinghouse to conduct pre-employment and annual driver checks. The purpose of these DOT and FMCSA initiatives is to help enforce DOT and FMCSA regulations related to the safe operation of commercial motor vehicles on the road.

Furthermore, regardless of any newly implemented state laws with respect to the use and possession of marijuana, all commercial driver's license holders must follow DOT and FMCSA rules and regulations. DOT regulations list marijuana as a Schedule 1 drug which means U.S. truck drivers cannot use marijuana for recreational or medical reasons. Nor may they transport marijuana across state lines. Any use or possession of marijuana in the Trucks, or any operation of the Equipment under the influence of drugs or alcohol, is a violation of the Master Lease and will result in an immediate Event of Default under the Master Lease.

Pursuant to Section 16 (*Default*) of the Master Lease, upon such an Event of Default by the Lessee, amongst other remedies available to Lessor, Lessor shall have the right to repossess the Equipment and may declare all sums then, immediately due and payable forthwith to Lessor.

Additionally, pursuant to Section 9E (*Indemnification*), Lessee shall indemnify, defend and hold Lessor harmless from and against any and all Losses arising out of Lessee's violation of any DOT or FMCSA rules related to drug and alcohol use, including any violations by any of Lessee's employees, agents or anyone driving the Equipment on behalf of Lessee.

Executed as a sealed instrument as of the date noted above.

LESSOR:

FINAL MILE LEASING LLC

By: _____

LESSEE:

Signature: _____

Name (please print): _____

Title (please print): _____

SCHEDULE D
Required Insurance

It will be LESSOR's responsibility, pursuant to federal law, to provide public liability and property damage insurance for the Equipment at all times while the equipment is being operated on behalf of LESSOR. However, LESSOR's possession of such insurance will in no way affect LESSOR'S rights of indemnification against LESSEE as provided for in this Lease.

LESSEE will maintain, at its sole cost and expense, the following minimum insurance coverages during the term of this Lease:

1. Non-Trucking Liability. LESSEE will procure, carry and maintain public liability and property damage insurance which will provide coverage to LESSEE whenever the Equipment is not being operated on behalf of LESSOR in a combined single limit of not less than One Million Dollars (\$1,000,000) for injury or death to any person or for damages to property in any one occurrence. Such coverage will be primary to any other insurance that may be available from LESSOR. LESSEE will be responsible for all deductible amounts and for any loss or damage in excess of the policy limit.

2. Workers' Compensation/Occupational Accident Insurance. LESSEE will provide workers' compensation insurance coverage for LESSEE (if a natural person), all of its employees and agents, anyone driving the Equipment, and any other persons required to be covered under the worker's compensation law of any state that is reasonably likely to have jurisdiction over LESSEE's business operations and in amounts not less than the statutory limits required by such applicable state law. The worker's compensation insurance policy will provide principal coverage in Connecticut as well as the state in which the work is principally localized, and will provide "other states coverage" that excludes only North Dakota, Ohio, Washington, West Connecticut, and Wyoming. As evidence of such coverage, LESSEE will provide LESSOR with a copy of the insurance policy declarations page for LESSOR's verification before operating the Equipment under this Lease. Such coverage will be no less comprehensive than the coverage LESSOR will facilitate on LESSEE's behalf if LESSEE so chooses. If (a) LESSEE is the sole owner and the sole and exclusive operator of the Equipment and (b) the state in which the work is principally localized is not Colorado, Nevada, New Jersey, New York, or North Carolina, then LESSEE may, as an alternative to obtaining workers' compensation coverage, obtain an occupational accident insurance policy that includes either an endorsement or a separate policy provision whereby the insurer provides, or agrees to provide, workers' compensation coverage that becomes effective for a claim by LESSEE alleging employee status. Such occupational accident insurance coverage will be no less comprehensive than the coverage LESSOR will facilitate on LESSEE's behalf if LESSEE so chooses, as provided in this Schedule D.

3. Other Insurance. LESSEE will also procure, carry and maintain an auto liability policy with a limit of not less than One Million Dollars (\$1,000,000). In addition to the insurance coverages required under this Lease, it is LESSEE's responsibility to procure, carry and maintain

any fire, theft, uninsured and/or underinsured motorist, and physical damage (collision), or other insurance coverage that LESSEE may desire for the Equipment or for LESSEE's health care or other needs. As provided in this Lease, LESSEE holds LESSOR harmless with respect to loss of or damage to the Equipment, and LESSOR has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to LESSEE's Equipment. LESSEE acknowledges that LESSOR may, and LESSEE hereby authorizes LESSOR to waive and reject no-fault, uninsured, and underinsured motorist coverage from LESSOR's insurance policies to the extent allowed under Connecticut law (or such other state law where the Equipment is principally garaged), and LESSEE will cooperate in the completion of all necessary documentation for such waiver, election, or rejection.

LESSEE will furnish to LESSOR written certificates obtained from LESSEE's insurance company showing that all insurance coverages required above have been procured and an "A" rated company, are being properly maintained, and the premiums therefore are paid, specifying the name of the insurance company, the policy number, the expiration date, naming LESSOR as an additional named insured and further showing written notice of cancellation or modification of the policy will be given to LESSOR at least thirty (30) days prior to such cancellation or modification. LESSEE's insurance certificates shall further name Toyota Industries Commercial Finance Inc. as an additional named insured.

In addition to and without limiting other indemnity provisions of the Lease, LESSEE agrees to defend, indemnify and hold harmless LESSOR from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property which LESSOR may incur arising out of or in connection with LESSEE's failure to maintain the insurance coverages required by this Lease. In addition, LESSEE, on behalf of its insurer, expressly waives all subrogation rights against LESSOR, and, in the event of a subrogation action brought by LESSEE's insurer, LESSEE agrees to defend, indemnify and hold harmless LESSOR from such claim.

SCHEDULE E

SUPPLEMENTAL LIABILITY INSURANCE SUMMARY

Supplemental Liability Insurance protects you against claims made by a third party for bodily injury and/or property damage sustained as a result of an accident while you are operating a rental vehicle.

This coverage is excess over the underlying insurance specified within your signed Truck Master Lease Agreement (the "Agreement").

Maximum coverage available to you is the difference between the underlying insurance specified within your signed Agreement and the SLI limit for bodily injury and property damage which was elected and paid for.

Supplemental Liability Insurance ("SLI") does not cover all situations that may arise while operating a rental vehicle.

Throughout this summary the words "we", "us" or "our" refer to the Company named in the Policy Declarations. The words "you" or "your" refer to the Insured. In addition, certain words or phrases identified by quotation marks are defined in SECTION III - DEFINITIONS.

SECTION I – LIABILITY INSURANCE

A. COVERAGE

The policy provides excess auto liability insurance and only applies to a "loss" involving "bodily injury" and "property damage" caused by an "accident" and resulting from the use of a covered "rental vehicle" for which "underlying limits" are provided by either the "rental operator" or "rentee".

We will indemnify any "insured" for such "loss" in excess of the "underlying insurance" for which this coverage applies, during the "coverage period", provided our liability shall apply only to the "ultimate net loss" in excess of such "underlying insurance".

We have no duty to defend any claim or "suit" made or brought against you if your "underlying insurance" has a duty to defend. However, we have the right and shall be given the opportunity to investigate and be associated in the defense and trial of any claim, "suit" or proceeding which in our opinion may create a liability on our part under the policy. If we exercise this right, we will assume our proportionate share of all court costs, legal fees, investigation costs and interest incurred with our consent. We will not defend any "suit" or make additional payments after we have paid or tendered our limit of liability for this coverage.

Insurance premiums in connection with the Company's SLI policy are as follows: **(i) Weekly Rate of \$290.00;** and **(ii) Daily Rate of \$58.00.** These prices are subject to change from time to time.

The deductible amount in connection with any repairs under the Company's SLI policy shall be **\$4,000.00 per occurrence.**

In the event of any "property damage" from any cause whatsoever to any "rental vehicle", following proper notice from the Insured to the Company of such damage or destruction, the Insured hereby acknowledges that the Company, at its sole discretion, shall have the right to determine where and by whom the repairs and/or maintenance to the "rental vehicle" will be performed. Additionally, the Company shall retain this right even in the event the Insured or the Insured's primary insurer shall be responsible for paying for the repairs to the "rental vehicle".

B. WHO IS AN INSURED?

1. Only the following are "insureds" under the policy:
 - a. The "Rentee" who has:
 - (1) Entered into a "rental agreement" with the "policyholder" shown in the Declarations; and
 - (2) Elected in writing under the "rental agreement" to purchase optional "supplemental rental liability insurance", and

- (3) Paid for optional “supplemental rental liability insurance”.
 - b. Additional authorized drivers as specified by the “rental agreement”, where the “rentee” has complied with a. (1), (2), and (3) per above.
2. The following are not insureds under the policy:
 - a. The “policyholder,” “certificate holder” or owner of the “rental vehicle”, or
 - b. Any employee, agent or family member of the “policyholder” or “certificate holder”, or
 - c. Any driver who is not an authorized driver as specified by the terms of the “rental agreement”.

C. LIMIT OF INSURANCE

Regardless of the number of “insureds”, “rental vehicles”, premiums paid, number of rentals made, or claims made, the most we will pay for “ultimate net loss” is the difference between the limits of liability provided by the “underlying insurance” and the “supplemental rental liability insurance” limit shown in the Declarations.

D. EXCLUSIONS

In addition to those exclusions contained in the “underlying insurance,” this insurance does not apply to the following:

1. Loss arising out of an “accident” which occurs while the “insured” is under the influence of alcohol or drugs, or other substances unless prescribed by a physician.
2. Loss arising out of the use of a “rental vehicle” by any driver who is not an “insured”.
3. Loss arising out of “bodily injury” or “property damage” sustained by an “insured” or any relative or family member of an “insured” who resides in the same household.
4. Liability arising out of or benefits payable under any uninsured or underinsured motorist law.
5. Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state.
6. Any “insureds” liability for damage to the “rental vehicle”.
7. Loss while any “auto” is being used to transport people for a fee, regardless of whether the fee is set out specifically for transportation cost or included with the cost as a package of services provided to the general public.
8. Violation of a “rental agreement”.

SECTION II – CONDITIONS

A. LOSS CONDITIONS

1. NOTICE OF LOSS. Whenever it appears that an “accident” or “loss” is likely to involve the policy, the “policyholder” or “rentee” shall give us written notice as soon as practicable.
2. SUIT. No legal action can be brought against us unless the provisions of the policy have been complied with, and the amount of your obligation to pay has been decided.
3. EXPENSES. If at our request an “insured” has incurred attorney fees, court costs or other expenses including interest in the investigation or defense of claims, suits or other legal proceedings, we will be responsible for payment of them. We are not responsible for salaries or expenses of an “insured” or any “insureds” employee in the investigation or defense of a claim, suit or other legal proceeding without our prior consent.
4. APPEALS. If an “insured” or underlying insurer elects not to appeal judgments in excess of the “underlying insurance”, we may elect to appeal such judgments at our own expense, but in no event shall our liability for “ultimate net loss” exceed the limit of liability plus expenses incurred in such an appeal.
5. SUBROGATION. In the event of any payment under the policy, we shall participate with the “insured” and any underlying insurer in the exercising of all of the “insureds” rights of recovery against any person or organization liable therefore. The “insured” must do everything necessary to secure our rights and do nothing after the “loss” to impair them.

B. GENERAL CONDITIONS

1. UNDERLYING INSURANCE. The policy, policies or self-insurance must be maintained in full effect

by the “rental operator” or “rentee”, during the term of the policy as a condition precedent to coverage. In the event of cancellation or termination of underlying insurance or underlying self-insurance the policy will cease to apply at the same time without any further notice from us.

2. ATTACHMENT OF LIABILITY. Liability under the policy shall not attach until the “underlying insurance” has been exhausted by payment or settlements and the “insured” has paid, or has become legally obligated to pay, the “ultimate net loss” in excess of such “underlying insurance”.
3. CHANGES. The policy together with the “rental agreement” constitutes the entire contract of insurance. No agent has authority to change the policy or waive any of its provisions.
4. TERMINATION. This coverage will terminate at the time a “rentee” ceases to be a “rentee” of the “policyholder” under the “rental agreement”.

SECTION III – DEFINITIONS

- A. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- B. “Certificate holder” means the person or organization, franchisee, licensee, or association member listed as an additional “policy holder” on a Certificate of Insurance.
- C. “Coverage period” means the period of time the “rental agreement” is in effect for the “rental vehicle” and the “rentee”.
- D. “Loss” means legal liability arising out of an “accident” involving a “rental vehicle” which occurs during the policy period.
- E. “Policy Period” is the period during which the “Policyholder” or “Certificate holder” may offer coverage under the policy to any “Insured”. This does not include the “coverage period”.
- F. “Rental agreement” means the rental contract by which the “rentee” rents or leases the “rental vehicle”.
- G. “Supplemental rental liability insurance” means optional excess liability made available to and elected by a “rentee” for which premium is paid.
- H. “Rental vehicle” means the “auto” rented or leased by the “rentee” from the policyholder" and described in the “rental agreement”.
- I. “Rentee” means the person or organization who rents or leases a motor vehicle from the “policyholder”.
- J. “Ultimate net loss” means all sums actually paid by an “insured”, or for which an “insured” becomes legally obligated to pay, as damages in settlement or satisfaction of a “loss” for which insurance is provided by the policy, after deduction for all recoveries or salvage.
- K. “Underlying insurance” means the policy, policies or self insurance, maintained by the “rental operator” or “rentee” which provides at least the Minimum Financial Responsibility limits, where the accident occurred. This definition is associated with the terms and conditions as required under an automobile liability insurance policy.

SECTION IV – STATE SEPCIFIC INFORMATION

CALIFORNIA – License # _____; Department of Insurance Consumer Hotline 1- 800-927-4357.

MARYLAND NOTICE: You may not need the automobile insurance offered by the rental operator. Your automobile insurance policy may provide coverage for your liability while operating a rental vehicle. You should check the terms and conditions of your automobile insurance policy to determine if coverage is provided for this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if you are driving this rental vehicle due to an accident or repairs, state law may require your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the owner of the rental vehicle.

MONTANA – License # _____; Department of Insurance Consumer Hotline 1- 800-332-6148.

NEW MEXICO - License # _____; Department of Insurance Consumer Hotline 1- 800-947-4722 or 505-827-4337.

OHIO - License # _____.

SOUTH CAROLINA – Dispute Resolution Notice: Disputes involving insurance must first be handled with the truck rental company and insurers. If the dispute cannot be resolved, the renter may contact the South Carolina DOI Consumer Services Division at 1-800-768-3467.

SOUTH DAKOTA - License # _____.

TEXAS Your personal automobile insurance policy may provide coverage for your liability while operating a rental vehicle. The purchase of automobile rental liability insurance is not required as a condition of renting an automobile. The automobile rental liability insurance does not apply to any bodily injury or property damage out of the use or permitting the use of the rental vehicle by any driver while under the influence of drugs or alcohol in violation of law.

WASHINGTON - Department of Insurance Hotline in WA 1- 800-562-6900; All other 1-360-753-3613.

WYOMING - License # _____.

In the states of Kentucky, Nebraska, and South Dakota benefits are primary to any other like coverage.

IN THE EVENT OF AN ACCIDENT:

1. Contact the police immediately;
2. Contact your rental agent and advise them of the accident.

THIS COVERAGE SUMMARY AND ADDENDUM TO THE AGREEMENT IS NOT A STATEMENT OF CONTRACT, NOR IS IT A COMPLETE DESCRIPTION OF THE COVERAGES, EXCLUSIONS, CONDITIONS AND DEFINITIONS FOUND WITHIN THE COMPLETE POLICY UNDERWRITTEN BY THE INSURANCE COMPANY. THIS SUMMARY OF COVERAGE CONTAINS CERTAIN PROVISIONS THAT MAY NOT BE APPLICABLE IN ALL STATES. THIS COVERAGE MAY DUPLICATE OTHER INSURANCE AVAILABLE TO YOU. THE PURCHASE OF THIS INSURANCE IS NOT REQUIRED TO RENT A VEHICLE. EMPLOYEES, AGENTS OR ENDORSEES OF RENTAL OPERATOR ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

SCHEDULE F

LIMITED DAMAGE WAIVER

NOTICE: LESSOR OFFERS, FOR AN ADDITIONAL CHARGE, LIMITED DAMAGE WAIVER (“LDW”) TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO YOUR TRUCK OR EQUIPMENT. THE PURCHASE OF LDW IS OPTIONAL AND IS NOT REQUIRED TO RENT THE TRUCK OR EQUIPMENT. LDW IS NOT INSURANCE.

BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE FOR DAMAGE TO THE TRUCK OR EQUIPMENT AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE. YOU MAY ALREADY BE SUFFICIENTLY COVERED UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY OR CREDIT CARD. YOUR OWN AUTOMOBILE INSURANCE MAY COVER COLLISION DAMAGE, FIRE AND THEFT DAMAGE, AND PERSONAL INJURY INCURRED WHILE USING THE TRUCK OR EQUIPMENT.

The Terms of this Addendum govern Lessee’s option to purchase the LDW. The defined terms used in this Addendum shall have the same meaning as those terms are used throughout the Agreement.

A. Limited Damage Waiver Protection. If Lessee elects to purchase the LDW, Lessor agrees, subject to the exclusions to LDW listed in Section B below, to contractually waive Lessee’s responsibility for the cost of damage to, loss or theft of, the Truck or Equipment whether or not due to the fault, negligence or any other act of the Lessee.

B. Exclusions to Limited Damage Waiver. Notwithstanding the foregoing and Lessee’s election of the LDW protection, and to the extent permitted by applicable law, any damage or loss to the Truck directly resulting from one or more of the following situations is not covered by LDW protection and Lessee shall be liable for all such damage or loss (each, an “LDW Exclusion”):

- (1) Use of the Truck without Lessor’s permission;
 - (2) Use of the Truck off a paved road;
 - (3) Use of the Truck in a reckless or abusive manner or in violation of law or regulations;
 - (4) Insufficient clearance (height or width);
 - (5) Overloading or transporting a weight in excess of the maximum payload specified in the Agreement;
 - (6) Improperly loading Truck or improperly securing such load, or improper coupling;
 - (7) Using Truck as a trailer;
 - (8) Riot, strike or civil commotion;
 - (9) Lessee’s or his (her) agent’s or employee’s failure to remove Truck’s ignition keys from Truck while it is unattended;
 - (10) Driver’s operation of the Truck while legally intoxicated or under the influence of any illegal drugs (as defined by the laws of the state where the damage occurs);
 - (11) Operation of the Truck to tow or push cargo or any other object in a manner not permitted by the Agreement;
 - (12) Operation of the Truck to carry persons or property for hire;
 - (13) Operation of Truck in any speed contest;
 - (14) Use of the Truck outside the United States unless that use is specifically authorized in the Agreement;
 - (15) Any damage or loss which occurs to a Truck if the Lessee provided fraudulent or false information and Lessor would not have rented the Truck if it had received true information;
- Use of the Truck by a person other than an authorized operator (as defined in the Agreement).

LESSEE

BY: _____

NAME: _____

TITLE: _____

DATE: _____