

TRAILER RENTAL AGREEMENT

This Trailer Rental Agreement (this "**Agreement**") is made as of the date set forth in the Customer signature block below (the "**Effective Date**"), by and between Milestone Trailer Leasing LLC, a Delaware limited liability company, with offices at 1520 S. 5th Street, Suite 270, St. Charles, MO 63303 , its successors and assigns ("**Lessor**") and _____, a _____ (**Select** formed in _____, together with and on behalf of any of its subsidiaries or affiliates which may benefit from this Agreement, (collectively, "**Customer**", together with Lessor referred to herein as the "**Parties**" and in the singular, each a "**Party**"), with offices at _____ (Customer's "**Principal Office**"). In consideration of the promises and covenants described below, the Parties agree as follows:

1. TRAILERS. As of the Effective Date, this Agreement shall give Customer the right to rent from Lessor the trailers which are delivered to Customer in accordance with Paragraph 3 below (each a "**Trailer**" and together, the "**Trailers**") for the purpose set forth in that certain Equipment Leasing Application previously made by Customer and approved by Lessor (made a part hereof and incorporated by reference hereby, the "**Application**"). Any and all Trailers shall be subject to the terms and conditions of this Agreement and this Agreement does not convey any right, title or interest in any Trailer to Customer other than the rights conferred herein.

2. AGREEMENT TERM; RENTAL TERM. This Agreement shall commence on the Effective Date and shall terminate on the third (3rd) anniversary of the Effective Date unless earlier terminated in accordance with the terms of this Agreement, and, absent sixty (60) days prior written notice from any Party in accordance with this Agreement, shall automatically renew each year thereafter (the "**Agreement Term**"). Notwithstanding the Agreement Term, to the extent Customer has outstanding payment or performance obligations hereunder, including but not limited to, non-payment of any Invoiced Amounts (as such term is defined herein) or non-performance related to Trailers, Customer's obligations under this Agreement shall survive the Agreement Term and continue. The rental term for each Trailer shall commence on the date such Trailer is Delivered (as such term is defined below) to Customer and shall terminate upon the expiration of the minimum term as indicated on the Delivery Form (as may be extended pursuant to an executed supplement or amendment to this Agreement) or, if a minimum term is not indicated on the Delivery Form, the rental term shall continue on a month-to-month basis (as such term is defined in Paragraph 3 below) (the "**Rental Term**"). Customer shall remain obligated under this Agreement and the respective Delivery Form(s) for such Trailer(s) until such time as Customer has indefeasibly satisfied, in full, its obligations with respect to such Trailer.

3. DELIVERY; OUTBOUND INSPECTION; RENTAL RATE ADJUSTMENTS.

(a) During the Agreement Term, Customer may request the rental of a Trailer hereunder, however not to exceed the maximum number of Trailers outstanding as determined by Lessor in its sole discretion based upon its review of the Application (the "**Rental Maximum**"). Delivery of each Trailer shall be at a service branch of Lessor or such other location as designated by Lessor on the Delivery Form (the "**Service Location**") ("**Delivery**" and upon Delivery, "**Delivered**"). Customer hereby agrees and acknowledges that Delivery may be subject to delays beyond Lessor's control and further agrees and acknowledges that Customer shall not have any claims whatsoever against Lessor for damages as a result of any such delay, including, without limitation, any liquidated damages or any other financial damages.

(b) At the time of Delivery, each Trailer will undergo outbound inspection by Lessor, Lessor's employee or third-party, as the case may be, together with Customer, Customer's employee, driver or other third-party agent, as the case may be, and the parties shall complete and execute Lessor's "Delivery Form" substantially in the form attached hereto as *Exhibit A* (the "**Delivery Form**"). The Delivery Form shall set forth, *among other things*, the date of Delivery on which billing for such Trailer shall commence, the Rental Term, the rental rate for such Trailer (as the same may be increased or adjusted from time to time in accordance with this Agreement, the "**Rental Rate**"), and the outbound condition of the Trailer on such date, all as more fully set forth therein. Customer hereby authorizes its employees, drivers and/or other third-party agents to execute Delivery Forms on behalf of Customer when taking Delivery of any Trailer hereunder. Each Delivery Form executed in connection with this Agreement shall be incorporated by reference into this Agreement and made a part hereof and any reference to this Agreement shall include any and all such Delivery Forms.

(c) Lessor shall have the right, in its sole discretion to increase the Rental Rate for any Trailer at any time upon ninety (90) days prior written notice to Customer of such increase. Notwithstanding anything contrary to the foregoing, Lessor may increase the Rental Rate at any time during any Rental Term, to the extent that Lessor shall determine that Customer's actual mileage, or refrigerated hours exceeds the estimates set forth on the Delivery Form, Lessor shall have the right, in its sole discretion to increase the Invoiced Amount to reflect the increased estimates in mileage or refrigerated hours. In either event, adjustments shall be effective and applied as of the beginning of the month following such adjustment.

4. INVOICES.

(a) Lessor will issue an invoice to Customer, to the billing contact and address set forth in the Application (unless otherwise directed by Customer in writing), on a monthly basis ("**Invoice**"), which Invoice will aggregate the Rental Rates for each outstanding Trailer (in the aggregate, "**Rent**"), together any and all amounts which may have been incurred by Lessor and are the obligation of Customer hereunder, including but not limited to sales tax, additional amounts which may be described in any Delivery Form, if any, and those amounts included in Paragraphs 8, 10, 13(c), and 16(b) below (collectively, the "**Invoiced Amount**").

(b) Customer shall have the absolute and unconditional obligation to pay the Invoiced Amount *in full* within thirty (30) calendar days from the date of such Invoice without any further demand, abatement or recoupment or set off. Any and all Invoiced Amounts which are past due shall bear interest at the rate that is the lesser of (i) five percent (5%) per month and (ii) the maximum rate permissible by law, until paid in full.

(c) Lessor may include with any Invoice, a list of Trailers which are then outstanding under this Agreement. Customer may dispute such list by giving Lessor written notice of such dispute within thirty (30) calendar days of the date of such Invoice containing such list. Failure to make any such dispute shall be deemed an admission by Customer that such Trailers are then outstanding under this Agreement and in Customer's possession and/or control.

(d) All payments made by Customer to Lessor hereunder shall be made payable and addressed to "*Milestone Trailer Leasing LLC*" at its address as directed in the Invoice, and Lessor shall have the option to apply payments for any of Customer's outstanding Invoices as Lessor so elects, without regard to Customer's written instruction.

5. MAINTENANCE.

(a) Prior to Delivery, Customer, Customer's employee, driver or other third-party agent, as the case may be, shall select a maintenance package for each such Trailer which shall be indicated on the Delivery Form (each, a "**Maintenance Package**"). Absent such selection, the Maintenance Package shall be deemed to be "*Net*" (as described in subparagraph (i) below). Notwithstanding anything contrary to the below, in the event that Lessor or any of its third-party vendors (each, a "**Lessor Vendor**"), performs any maintenance, repairs, or services for which Customer is responsible under its respective Maintenance Package, Customer shall pay for any such maintenance, repairs, or services. Notwithstanding the foregoing and without derogation to Lessor's rights and remedies hereunder, to the extent that Customer does not make such immediate payment, Customer shall be billed for the same on the subsequent Invoice. The Maintenance Packages are as follows:

(i) **Net.** At Customer's sole expense, Customer shall be responsible for all maintenance of the Trailers, including but not limited to, preventative maintenance, emergency service and damage repairs and replacements (e.g., parts and tires); *provided, however*, reasonable wear, customary to operation and usage in the ordinary course, excepted.

(ii) **Standard Maintenance.** Lessor Vendor will perform any and all preventative maintenance and all regular maintenance occasioned by normal wear during business hours when the Trailer is returned to the Service Location designated on the Delivery Form or such other location determined by Lessor; *provided, however*, that as a

condition to Lessor's obligation hereunder, Customer shall return the Trailer to the Service Location for preventative maintenance servicing at least once per calendar quarter. Customer shall be responsible for, and shall bear all of the costs, expenses and fees related to all other maintenance service (including, without limitation, all road calls for maintenance service) and all damage repairs (including damage to tires) as may be required to maintain the Trailer in good operating order, condition and appearance, including, parking, storage and transport fees to and from the repair facilities, if any.

(iii) **Full Service.** Lessor Vendor will perform any and all preventative and regular maintenance occasioned by normal wear whenever the Trailer is made available to Lessor Vendor at a location determined by Customer; *provided, however, that* Customer shall in any event make such Trailer available to Lessor Vendor for preventative maintenance servicing at least once per calendar quarter at a location determined by Customer. Customer shall be responsible for, and shall bear all of the costs, expenses and fees related to all damage repairs (including damage to tires) and all repairs required due to Customer's failure to make the Trailer available to Lessor Vendor for servicing as stated above, together with all parking, storage and transport fees to and from the repair facilities. Lessor Vendor will, upon Customer's written request and for Customer's account, perform any repairs for which Customer is responsible hereunder whenever such Trailer is made available to Lessor Vendor; *it being understood that* Customer shall bear all the costs, expenses and fees related thereto.

(b) For any third-party inspection(s), repair(s) and/or maintenance for any Trailer, to the extent that Lessor is responsible for such expense, Customer shall obtain Lessor's prior written consent before any such inspection, repair and/or maintenance, and in any event, such inspection(s), repair(s) and/or maintenance shall be performed according to same or better standards as Lessor's in every respect. Lessor shall have the right to inspect all maintenance or repairs performed on the Trailers by anyone other than Lessor, and to correct or remediate, at Customer's expense, any and all defect in materials or workmanship that in Lessor's responsible judgment result from the performance of such maintenance or repairs in an improper manner.

(c) To the extent Customer replaces any parts, accessories or tires, such replacement item(s) shall be comparable quality to the item(s) being replaced as of the date of Delivery and shall become the property of Lessor immediately upon attachment to the Trailer.

(d) Lessor reserves the right to place upon the Trailer the name and logo of Lessor and Customer shall not, without the prior written consent of Lessor, remove, obscure, deface or obliterate any advertising or identification marks or notations placed upon the Trailer by Lessor or the Trailer's manufacturer, or permit any other person or entity to do so.

(e) Notwithstanding anything contrary in this Paragraph 5, Customer shall be solely responsible for, and shall bear all costs, fees and expenses related to (i) any and all standard and/or emergency maintenance for any Trailer, including, without limitation, all "road calls" for maintenance service, and (ii) all damage repairs as may be required to maintain each Trailer in good operating order, condition and appearance, as indicated by the Delivery Form for each Trailer.

6. RECORDS AND INSPECTION.

(a) Customer shall perform and keep record (written or electronic) of pre-trip safety inspections ("Pre-Trip Records") as required by the United States Department of Transportation ("DOT"), including the maintaining of proper hub oil or grease levels on axles, proper inflation and tread wear of tires, proper brake operation, including adjustments, and operable lighting, including replacement of lenses and bulbs, on each Trailer.

(b) Customer shall maintain operational records (written or electronic) for each Trailer, as required by the DOT, which shall also include with respect to each such Trailer (i) all maintenance and repairs performed during the Rental Term, (ii) last known location/destination, (iii) name of driver, with such driver's personal information (and such driver's employer, if different from Customer), and (iv) the DOT Federal Motor Carrier Safety Administration ("FMCSA") inspection, which shall be the responsibility of Customer to update at its sole cost (v) any other details as may be required by Lessor in its sole discretion ("Operational Records").

(c) Upon Lessor's request, Customer shall provide true and correct copies of any and all Insurance Policies (as such term is defined in Paragraph 9 below), Pre-Trip Records, Operational Records and any other supporting documentation as Lessor may request, for any Trailer. Lessor, or any of its employees or third-party agents, shall have the right to inspect any of the Trailers during normal business hours.

7. CUSTOMER COVENANTS.

Customer hereby covenants for the Rental Term of each Trailer, as follows:

(a) Customer shall not, shall not cause, or shall not suffer to permit the Trailers to be operated in any jurisdiction other than the continental United States of America.

(b) Customer shall not, shall not cause, or shall not suffer to permit the Trailers to be used for commercial or business purposes other than that which is consistent with Customer's business purpose as set forth in the Application or as otherwise approved in writing by Lessor.

(c) Customer shall be responsible for knowing the location and/or destination of all Trailers at all times.

(d) To the extent that any hub-odometer(s) or refrigerated van clock(s) have been removed or have failed to function, Customer shall *immediately* (i) repair the same and (ii) notify Lessor. For the avoidance of doubt, Customer shall bear all cost and expense related to the repair or replacement thereof.

(e) Customer shall, at its sole expense, comply with any and all federal, state, municipal or local laws and regulations of the jurisdictions within which it operates the Trailers, including, but not limited to, DOT and the Federal Motor Carrier Safety Act (each as amended and as may be applicable), which in any way affect or are applicable to the use, operation (including, but not limited to loading limitations together with excessive impact and concentrated load practices), storage or possession of the Trailers.

(f) Customer shall not permit or suffer to permit any Trailer to be operated by any person other than an agent or employee of Customer, in each case, a careful, dependable operator licensed to operate the Trailer and not operating under the influence of alcohol or drugs.

(g) Customer shall not use or suffer to permit the use of any of Trailers for storage or transportation of any corrosive substances, Hazardous Materials (as further defined below), hazardous wastes, high-density poorly secured materials, bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the interior or exterior of the Trailers or which could result in injury or damage to subsequent users of the Trailers or make any other use of the Trailers which could result in such injury or damage. "**Hazardous Materials**" means any hazardous, special, radioactive or toxic substance, material or waste which is or becomes regulated by the federal government, the state, the county or the city, and includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a hazardous substance pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., (iv) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., (v) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., (vi) defined as a "regulated substance" pursuant to the Solid Waste Disposal Act, 42 U.S.C. 6991 et seq., (vii) defined as a toxic "chemical substance" pursuant to the Toxic Substance Control Act, 7 U.S.C. §§ 136 et seq., (viii) defined as a "hazardous chemical" or "hazardous substance" pursuant to the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq., or (ix) defined as a "radioactive waste" pursuant to the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq. If any Trailer is determined to have been used to transport or store any such products, Customer shall purchase such Trailer within fifteen (15) calendar days of Lessor sending the bill of sale and invoice. Further, Customer shall execute a bill of sale as buyer thereunder pursuant to which Customer shall purchase, in immediately available funds, from Lessor, with all warranties disclaimed, "*as-is/where-is*", such Trailer(s) for a purchase price which is 115% of the market value for such Trailer(s)' year, make, model in comparable condition as set forth in the respective Delivery Form for such Trailer(s). To the extent that Customer does not comply with the forgoing, such Trailer(s) shall, on subsequent Invoices, continue to accrue Rental Rate for such Trailer however multiplied by five, until Lessor is compensated for purchase price set forth above.

(h) Customer shall update Lessor in writing, of (i) any and all changes to Customer's information provided in the Application; (ii) Customer default on any of its material agreements, including but not limited to, commercial lease(s), bank or debt document(s), and/or other commercial documents obligating Customer for payment; and (iii) delinquent payments on federal, state or local taxes.

8. RETURN; RETURN CONDITION.

(a) Upon or prior to the termination of the Rental Term, Customer shall, at its sole expense, return the Trailers, free and clear of any and all liens and encumbrances, at the place of Delivery, unless otherwise directed by Lessor.

(b) If Customer returns any Trailer to a location other than the place of Delivery or as otherwise designated by Lessor (whether intentionally or unintentionally) and such location has been approved by Lessor in writing, Lessor reserves the right to bill Customer a charge of not less than \$200.00 for each such Trailer. Notwithstanding, if Customer returns the Trailer(s) to a location other than the place of Delivery or as otherwise designated by Lessor (whether intentionally or unintentionally) and such location has not been approved by Lessor in writing, such Trailer shall continue to be subject to the terms and conditions of this and the related Delivery Form, until such Trailer has been returned in accordance with this Agreement.

(c) Each Trailer shall be returned in good and efficient operating order and in substantially the same condition and appearance and as set forth in the Delivery Form, less normal wear over the Rental Term.

(d) Upon the return of any Trailer, the following charges may apply, which charges shall be included on Customer's final Invoice (collectively, "**Return Charges**"):

(i) For a Trailer which is under a "Net" Maintenance Package, if upon the return of such Trailer there is a reduction of 1/32nd of an inch or more in the cumulative depth of the tire tread, as determined by Lessor, compared to the cumulative outbound depth of tire tread indicated on the Delivery Form, Customer agrees to pay Lessor for such tire tread wear at the rate set forth in the Delivery Form for each 1/32nd inch of tire tread reduction.

(ii) For a Trailer which is under a "Net" Maintenance Package, if upon the return of such Trailer there is a reduction of 1/8th of an inch or more in the cumulative depth of the brake lining, as determined by Lessor, compared to the cumulative outbound depth of brake lining indicated on the Delivery Form, Customer agrees to pay Lessor for such brake lining wear at the rate set forth in the Delivery Form for each 1/8th inch of brake lining reduction. Further, where brake drums have been worn to the drum pattern and/or cracked or scored, Customer shall be solely and entirely responsible for the replacement cost of said brake drum.

(iii) For a non-storage Trailer which is under a "Net" Maintenance Package and is returned following a Rental Term of less than or equal to 180 days, and upon the return of such Trailer there is wear of less than 1/32nd inch of tire tread or 1/8th inch of brake lining, Customer will be charged a minimum wear fee upon return of such Trailer at a minimum of \$50.00.

(iv) For any Trailer which is under a "Standard Maintenance" or "Full Service" Maintenance Package, if upon the return of such Trailer or upon the replacement of any tire, tire tread wears indicate a usage in excess of 1/32nd inch tread wear per tire per each six thousand (6,000) miles traveled for a Trailer with bias ply tires and twelve thousand (12,000) miles for a Trailer with radial tires, Customer agrees to pay Lessor a charge based upon the then current tire price for each 1/32nd inch per tire used in excess of the above define standard.

(v) For any Trailer which is under a "Standard Maintenance" or "Full Service" Maintenance Package, if upon the return of the Trailer or replacement of brakes, brake wear is in excess of 1/8th inch per fifteen thousand (15,000) miles traveled, Customer agrees to pay Lessor a prorated charge based upon the then current price for a brake reline service for each 1/8th inch used in excess of the aforementioned standard. Where brake drums have been cracked or scored by Customer's use, Customer shall be solely and entirely responsible for the replacement cost of said brake drums.

(vi) In the event that pursuant to damage to tires or brakes (normal wear excepted) Customer has replaced tires or brakes for any Trailer, Customer shall have replaced such tires and brakes as required per DOT and returned the Trailer to Lessor with tires and brakes of like or equal quality to those at Delivery and in good operating condition.

(vii) If upon the return of a Trailer or refrigerated Trailer any hub-odometer or refrigerated van clock(s) have been removed or have failed to function, and was not repaired or replaced subsequent to Paragraph 8(c) above, the mileage and/or refrigeration hourly usage applicable shall be the higher of the mileage or hourly usage as indicated by Lessor as record for Customer from prior transaction or eighty (80) miles per day for mileage and ten (10) hours per day for refrigeration hourly usage.

(viii) If upon the return of a refrigerated Trailer, the amount of diesel fuel remaining in the fuel tank is less than upon Delivery, Customer shall be charged an amount calculated by multiplying the difference by the price per gallon for diesel fuel as specified on the Delivery Form (and if not specified, at the then current price).

(ix) Lessor shall have the right, in its sole discretion to increase the Return Charges.

(e) In the event that a Trailer is returned to Lessor in a condition or appearance other than as set forth in Paragraph 8(c) above, the terms and conditions of this Agreement, together with the related Delivery Form, shall continue with respect to such Trailer, *provided, however, that the Rental Rate for such Trailer shall be multiplied by five* as a penalty hereunder, and shall not terminate until the Trailer has been properly repaired and restored to such condition. Lessor shall have the right, but not the obligation, to repair or restore (or cause to have repaired or restore) such Trailer; in any event, Customer shall bear all the burden for all costs, expenses and fees associated thereto and, to the extent incurred by Lessor, Lessor may include all such amounts on the following Invoice and Customer shall reimburse Lessor for all costs, fees and expenses (including administrative costs and attorneys' fees and expenses, if any).

9. INSURANCE. Customer shall comply with the following Paragraph 9 at all times and hereby covenants that a Trailer shall not operate on the road without evidence of the below at its Principal Office.

(a) Customer shall, at Customer's sole cost and expense, maintain the following insurance coverage with insurance companies acceptable to and approved by Lessor (collectively, the "**Insurance Policies**"):

(i) Except as otherwise permitted by Lessor in writing for Customer to self-insure against physical damage or unless Customer is a paying participant in Lessor's Loss Damage Waiver Program, (as evidenced by a Loss Damage Waiver Addendum, executed by each of Customer and Lessor in accordance with Paragraph 11 below), Physical Damage insurance in an amount equal to the replacement value, as determined solely by Lessor, of all the Trailers, carrying a maximum deductible of no more than \$1,500.00, and shall indicate Lessor as "loss payee".

(ii) Commercial General Liability insurance, including Contractual Liability, against claims for bodily injury or death, and property damage, in an amount not less than \$1,000,000.00 per occurrence, and shall indicate Lessor as "additional insured".

(iii) Automobile Liability Insurance against claims for bodily injury or death, and property damage, in an amount not less than \$1,000,000.00 per occurrence, shall indicate Lessor as "additional insured". In the event that any applicable statute or regulation requires minimum insurance coverage limits for Automobile Liability Insurance that are higher than set forth in this Section, this Agreement will be deemed automatically amended to require those higher and/or additional amounts.

(b) Each of the Insurance Policies shall comply with the following:

(i) Each Insurance Policy shall be the primary insurance, up to and including the stated policy limits, and all not excess insurance over any other coverage.

(ii) Each Insurance Policy shall indicate Lessor's interests as insured regardless of any breach or violation of any warranties, declarations or conditions contained in each Insurance Policy.

(iii) To the extent any Insurance Policy shall be cancelled, not renewed, substituted or otherwise materially modified, such modification will not be effective until thirty (30) days after written notice to Lessor thereof.

(iv) Each Insurance Policy shall contain no exclusion for punitive damages and the certificate of insurance shall reflect that no exclusion exists.

(c) Customer shall provide Lessor with certificates of insurance evidencing each Insurance Policy contains the requirements set forth above.

10. LOSS. In the event that any Trailer is lost, stolen, damaged, or involved in a collision, or the location of a Trailer is for any other reason unknown (any such event, "Loss"), Customer shall immediately:

(a) Notify the police or other authority with jurisdiction over the matter, providing all pertinent details and documentation related to such Loss and obtain a written report from the police or other such authority.

(b) After the Customer's discovery thereof (but in no event later than 24 hours), notify Lessor, in writing, describing the time, place, and nature of the incident, the extent and detail of any damage, the names and addresses of all parties involved, include a copy of any police report or other such report, and provide any such other information as may be known.

(c) Submit a claim regarding the matter to their insurance company for full value of the Trailer and direct its insurance company to forward the insurance proceeds to be paid to Lessor as additional insured under its policy.

(d) Customer shall have an ongoing obligation to update and notify Lessor of any notices or documents received by Customer in connection with any claim, under this Paragraph 10 relating to the Trailers. To the extent that Customer's insurance company denies coverage for any such Loss, Customer shall promptly, but in no event later than thirty (30) calendar days, execute a bill of sale as buyer thereunder pursuant to which Customer shall purchase, in immediately available funds, from Lessor, with all warranties disclaimed, "as-is/where-is", such Trailer(s) for a purchase price which is 115% of the market value for such Trailer(s)'s year, make, model in comparable condition as set forth in the respective Delivery Form for such Trailer(s). To the extent that Customer does not comply with the forgoing, such Trailer(s) shall, on subsequent Invoices, continue to accrue Rental Rate for such Trailer however multiplied by five, until Lessor is compensated for purchase price set forth above.

11. LOSS DAMAGE WAIVER PROGRAM. Customer's election to participate in Lessor's Loss Damage Waiver Program for the Trailers being rented hereunder, shall be evidenced by a Loss Damage Waiver Addendum, executed by each of Customer and Lessor, in form and substance satisfactory to Lessor, the terms and conditions of which shall be incorporated hereto.

12. LIENS; CITATIONS. Customer shall keep the Trailers free from all liens, charges, claims, encumbrances, attachments, rights of others and legal processes, including but not limited to Mechanics' Liens, Warehouseman Liens, or any other possessory right which a third-party may claim pursuant to non-payment by Customer (collectively, "Liens") of Customer's creditors or any other person or entity. Customer will defend at its own expense, the title to the Trailers from any such Liens. Customer will notify Lessor within 24 hours of Customer's receipt of any Lien affecting any Trailer. In addition, Customer shall be solely responsible for all traffic violations and other citations issued in connection with the use and operation of the Trailers, including without limitation citations, fees, penalties and invoices in connection with electronic toll-lanes, highway weigh-stations, and parking tickets (collectively, "Citations"). Lessor shall have the right, but not the obligation, to process and pay any such Liens and Citations affecting the Trailers on behalf of Customer; it being understood that to the extent Lessor processes and pays any such Liens or Citations on behalf of Customer, Lessor shall include all such amounts on the following Invoice (including administrative costs and attorneys' fees and expenses) which are incurred by Lessor in connection with such Liens or Citations and Customer shall be obligated to reimburse Lessor for the same.

13. TAXES AND LICENSES.

(a) Lessor shall register and license the Trailers and shall pay the registration and licensing fees for the Trailers in any state acceptable to Lessor; provided, however, that if the registration or licensing fees increase above those in effect on the Effective Date, the Rental Rate for each Trailer shall automatically increase on the following Invoice by one-twelfth (1/12th) of the then current Rental Rate.

(b) Customer shall be responsible for any and all additional licenses, permits, inspections and certificates as may be required by any federal, state, municipal or local law or otherwise for Customer's lawful use and operation of the Trailers; provided, however, that all certificates of registration for the Trailers shall be applied-for, and issued, in the name of Lessor or Lessor's designee.

(c) Customer shall promptly pay when due, all taxes, fines and governmental charges, however designated, which are or may be imposed upon the leasing, use, operation or possession of the Trailers together with all related interest and penalty charges, but excluding any taxes assessed against the net income of Lessor. At Lessor's request, Customer shall provide Lessor with evidence of payment of the taxes, fines and charges within five (5) calendar days of the date of any such request. Lessor shall have the right, but not the obligation, to pay any such taxes, fines and governmental charges behalf of Customer; it being understood that to the extent Lessor pays any such taxes, fines and governmental charges on behalf of Customer, Lessor shall include all such amounts on the following Invoice (including administrative costs and attorneys' fees and expenses) which are incurred by Lessor in connection therewith and Customer shall be obligated to reimburse Lessor for the same.

14. HOLD HARMLESS; LIMITATION OF LIABILITY.

(a) Customer shall bear the entire risk of any partial or total loss or damage to, theft, or destruction of, any Trailer resulting from any cause whatsoever which may occur prior to Customer's return of such Trailer in accordance with Paragraph 8 above.

(b) Customer shall defend, indemnify and hold harmless Lessor from and against any and all (i) loss or damage Customer may sustain as a result of any damage to or loss of a Trailer due to collision, fire, lightning, theft, explosion, flood, windstorm or any act of God, or any loss, property damage or bodily injury sustained by any person arising, in whole or in part, from the use or condition of the Trailer during the Rental Term or otherwise remaining under the terms hereunder, or the failure of Customer to maintain a Trailer under this Agreement; (ii) liens or liability arising from work performed or for material supplied in connection with Customer's operation or maintenance of a Trailer and from any loss or damage thereto and from any loss penalties and other costs, fees or expenses (including attorneys' fees) and other disbursements, resulting from, but not limited to, the storage, maintenance, use, repair, loading, unloading, or operation of the Trailer and from Customer's failure to comply with or perform any provisions of this Agreement; (iii) fines, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of Paragraphs 7(e), 7(f), and 7(g) above by Customer or any of its employees or affiliates; and (iv) third-party losses, claims, demands, damages, actions, suits, liabilities, costs, fines, expenses, and fees (including reasonable attorneys' fees), arising out of or in any way connected with (A) the exercise of Lessor's rights under Paragraph 18 below, (B) the condition, use, operation, storage, or possession by Customer of any Trailer, (C) any damage to any cargo or any product left, stored, loaded or transported in or upon a Trailer, and in either event, including Lessor's own negligence related thereto.

(c) Lessor shall not be liable for incidental, special, indirect, consequential, or exemplary damages of any kind, including without limitation, lost profits and business interruption damages. Lessor shall not be liable for environmental damages, or damage to any cargo, or any product left, stored, loaded or transported in or upon a Trailer.

(d) All of Customer's indemnification obligations hereunder shall survive the termination of this Agreement.

15. DEFAULT. The occurrence of one or more of the following, with the passage of any applicable grace or cure period, shall constitute a default hereunder ("Default"):

- (a) Customer fails to pay when due any Invoiced Amount, including but not limited to Rent or any other payment under this Agreement, and such failure remains present for more than ten (10) calendar days.
- (b) Customer fails to perform any other term or condition of this Agreement, including but not limited to the terms and conditions set forth on each Delivery Form, and such failure remains present more than ten (10) calendar days after Lessor has requested performance, correction or remediation by Customer, except, if such default arises due to non-compliance with Paragraph 9 of this Agreement, in which case, Default shall become effective immediately.
- (c) Customer fails to return a Trailer at the expiration of its respective Rental Term and/or in the return condition in accordance with this Agreement.
- (d) Pursuant to any updates by Customer in accordance with Paragraph 7(h), Customer is no longer creditworthy, in Lessor's sole discretion.
- (e) Customer (or any guarantor of Customer) (i) becomes insolvent; (ii) commits an act of bankruptcy; (iii) becomes subject to any involuntary bankruptcy proceedings; (iv) appoints or submits to the appointment of a receiver for all or any of its assets; (v) admits in writing its inability to pay its debt as it becomes due; or (vi) enters into any type of voluntary or involuntary liquidation.
- (f) Customer, or any guarantor of Customer, or either of its respective owners, officers or directors, is charged of any criminal activity.

16. REMEDIES UPON DEFAULT.

- (a) In the event of a Default due to non-compliance with Paragraph 9(a)(i) of this Agreement, with prior written notice (electronic or otherwise), in its absolute sole discretion, Lessor may enroll Customer in Lessor's Loss Damage Waiver Program (absent a Loss Damage Waiver Addendum executed by the Customer) for which Customer shall be charged at the then prevailing rates for participating in Lessor's Loss Damage Waiver Program.
- (b) In the event of a Default, Lessor shall have the right, in its sole discretion, and without further demand or notice to Customer, do any one or more of the following:
 - (i) Require the immediate return of all of the outstanding Trailers, all in accordance the terms of Paragraph 8 above, and further, increase the Rental Rate for any Trailer which is not returned hereunder, by fifty percent (50%) of the current Rental Rate effective as of the first day of the following month.
 - (ii) Take immediate possession of the Trailers in accordance with the terms of Paragraph 18.
 - (iii) Pay all amounts, or perform or cause to be performed all obligations required to be performed by Customer regarding the return of any Trailer in accordance with this Agreement; it being understood that to the extent Lessor engages in such self-help, Lessor shall include all such amounts on the final Invoice (which shall include any and all costs, fees and expenses, including, but not limited to, attorneys' fees) which are incurred by Lessor in connection therewith and Customer shall be obligated hereunder for the same.
 - (iv) Accelerate and declare the entire balance of Rent for the remainder of each Rental Term as set forth on the Delivery Form and recover all such amounts as liquidated and expectation damages, the reasonableness of such damages being hereby acknowledged as reasonable by both Customer and Lessor.
 - (v) Terminate any and all obligations of Lessor under this Agreement.
 - (vi) File suit against Customer and/or Customer's guarantor for past due Invoiced Amounts and other damages.
 - (vii) Require Customer to pay Lessor's attorneys' fees which are incurred in connection with Customer's material default, whether or not a proceeding is actually filed against Customer.
- (c) No termination, repossession or other act by Lessor upon the event of a Default shall relieve Customer and/or Customer's guarantor of any obligations under this Agreement. In addition, Customer and/or Customer's guarantor shall pay to Lessor upon demand, all fees, costs and expenses incurred by Lessor in enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees. The remedies provided in favor of Lessor shall not be exclusive, but shall be cumulative and in addition to all other remedies provided in this Agreement, or existing at law or in equity.

- 17. DISCLAIMER OF WARRANTIES.** Customer hereby agrees that it has selected each of the Trailers based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR HEREBY DISCLAIMS, AND CUSTOMER HEREBY RELEASES LESSOR, FROM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION (a) THE DESIGN, CONDITION, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE TRAILERS, (b) THE FITNESS OF THE TRAILERS FOR ANY PARTICULAR USE OR PURPOSE OF CUSTOMER, (c) THE QUALITY, CONDITION OR CAPACITY OF THE TRAILERS, AND (d) THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TRAILERS. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ALL SUCH RISKS ARE TO BE BORNE BY CUSTOMER. Customer shall look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any of the Trailers for any reason be defective.

18. REPOSSESSION.

- (a) If Customer fails or refuses to promptly return any Trailer (i) in accordance with the terms of this Agreement, (ii) after Lessor's demand for such return in accordance with the terms of this Agreement, or (iii) upon the occurrence and continuation of a Default, then Lessor shall have the right to enter upon any premises where the Trailer(s) may be located and take immediate possession of and remove such Trailer(s), and shall be deemed Customer's agent for such purposes.
- (b) If Lessor repossesses a Trailer and other Customer or third-party property is contained in, upon or attached to the Trailer, Lessor may take possession of such property and hold it in Lessor's possession or in public storage for the account and any costs, fees or expenses associated with such possession or public storage shall be borne solely by Customer. For clarity, Customer shall remain solely liable for any damage to such property.
- (c) If Lessor elects to repossess any Trailer(s) and/or hold the same for Customer (either in Lessor's possession or in public storage at the expense of Customer) Customer does hereby irrevocably appoint Lessor as its agent and does irrevocably grant Lessor power for repossession, including entry upon Customer's property of another.
- (d) Repossession of a Trailer hereunder shall not constitute a termination of Customer's obligations with respect to such Trailer under this Agreement and shall not be deemed returned in accordance with this Agreement. Notwithstanding, Lessor shall further have the right to lease, sell or otherwise dispose of such Trailer upon such terms and conditions, as Lessor shall deem reasonable.
- (e) Customer further hereby consents to the entry of an order, including an order of injunction or an order of replevin, without notice, from a court of competent jurisdiction, requiring the return of its Trailer(s) if Customer fails or refuses to promptly return a Trailer to Lessor after Lessor has made a proper demand therefore, or if a Default has occurred and is continuing, as set forth herein.
- (f) Customer shall be responsible for all costs, fees and expenses incurred in the actual act of repossession, including attorney's fees and disbursements.

- 19. ASSIGNMENT.** Lessor may assign any or all of its rights, obligations, and interest under this Agreement. If Customer receives written notice of an assignment from Lessor, Customer shall pay all Rent and other amounts due under this Agreement to such specified assignee, or as otherwise instructed in writing by Lessor. Customer shall not assign, transfer, or encumber, any of its rights or obligations under this Agreement, or sublease any trailer, without the prior written consent of Lessor. No assignment or sublease, whether authorized pursuant to this paragraph, or in violation of this paragraph, shall relieve Customer of Customer's obligations, and Customer shall remain liable to Lessor under the terms of this Agreement. Any unauthorized assignment, transfer, encumbrance, delegation, or sublease by Customer shall be void *ab initio*.

- 20. MISCELLANEOUS.** The Application, this Agreement, any Delivery Form executed in connection with this Agreement during the Agreement Term, together with any amendments thereto, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings of the Parties, written or oral. With the

exception of the Delivery Forms which may be entered into in accordance with Paragraph 3, this Agreement may not be amended or altered in any manner unless in writing signed by authorized representatives of each of Lessor and Customer. Any failure by Lessor to insist at any time upon the strict performance of the terms, covenants, or conditions of this Agreement, or any failure by Lessor to exercise any right or remedy described in this Agreement, or the waiver by Lessor of any breach of any of the terms, covenants, and conditions of this Agreement shall not be construed thereafter as waiving any such terms, covenants, conditions, rights, or remedies. This Agreement and any Delivery Form may be executed in any number of counterparts and by the Parties hereto or thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by electronic signature and such electronic signature shall be deemed an original. The Parties may convert this Agreement and/or any Delivery Form into an electronic record and in the event of any dispute involving this Agreement and/or any Delivery Form, a copy of such electronic record may serve as the original. The Parties consent to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic record or any electronic signature created in connection with this Agreement and/or any Delivery Form. An electronic record of this Agreement and any electronic signature(s) made in connection with this Agreement shall be deemed to have been signed by hand by the Parties.

21. CHOICE OF LAW. This Agreement, and the Parties' rights and obligations under this Agreement, shall be governed by the laws of the State of Missouri. Customer hereby submits to jurisdiction and venue in the Circuit Court of St. Charles County, Missouri. Customer hereby waives any and all rights to a trial by jury on any claim arising in connection with this Agreement.

22. NOTICES. Unless otherwise specifically permitted by the terms of this Agreement, any notice, request or demand given under this Agreement, whether or not required, shall be valid only if made in writing. Such notice shall be made only via overnight courier (such as UPS) or certified U.S. mail, return receipt requested, and will be deemed effective upon dispatch to the following addresses:

for notices to Lessor:

Milestone Trailer Leasing, LLC
1520 S. 5th Street, Ste 270
St. Charles, MO 63303
Attn: Legal Department with an email
copy to legal@milecorp.com

For notices to Customer:

Company Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Attention: _____

I HEREBY CERTIFY THAT I AM AN OFFICER OF CUSTOMER
AUTHORIZED TO EXECUTE THIS AGREEMENT WHICH UPON MY
EXECUTION IS A VALID AND BINDING OBLIGATION OF CUSTOMER.

CUSTOMER

Signature: 

Customer Name: _____

Title: _____

Date: _____

EXHIBIT A**Equipment Lease and Rental Delivery Form Agreement #**

This Equipment Lease and Rental Delivery Form is executed in connection with the trailer lease or rental agreement ("Agreement") between the lessee/customer named below ("Lessee") and Milestone Trailer Leasing LLC or its affiliate that governs the lease or rental of the trailer identified below (the "Trailer"). In the event there is not a separate, executed Agreement in place with Lessee, then the current version of Milestone's standard terms and conditions for the lease and/or rental of trailers (which can be viewed on Milestone's website at www.milecorp.com on the credit application webpage) shall govern the lease/rental of the Trailer.

Lessee Name & Address:Return Location:Rates:

Monthly

XX.XX

TREAD

XX.XX per 32nds

MILEAGE

XX.XX per Miles

BRAKE

XX.XX per 8ths

Phone:

Equipment:

Contact:

Model

PO#:

Fleet Eq. #

Billing Cycle:

Year

Terms:

VIN #

Service Level:

Plate #

Min. Term:

Trailer Type

B" Broken

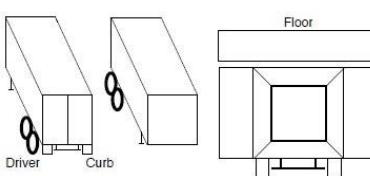
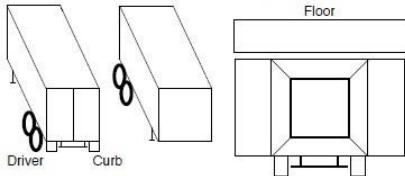
"C" Cut

"H" Hole

"D" Dent

"M" Missing

"S" Scrape

Outbound Inspection:Inbound Inspection:

Notes:

Notes:

Position	TD	Brand	Position	TD	Brand
LFO			RFO		
LFI			RFI		
LRO			RRO		
LRI			RRI		

Position	TD	Brand	Position	TD	Brand
LFO			RFO		
LFI			RFI		
LRO			RRO		
LRI			RRI		

Hub Reading _____ FMCSA Date ____ / ____ / ____

Hub Reading _____ FMCSA Date ____ / ____ / ____

Hub Oil: _____ Flaps: _____ Reg. Cert: _____

Hub Oil: _____ Flaps: _____ Reg. Cert: _____

Front Brakes: L Reefer _____ R _____ Rear Brakes: L _____ R _____

Front Brakes: L _____ R _____ Rear Brakes: L _____ R _____

Hours: _____ Fuel: _____

Reefer Hours: _____ Fuel: _____

Date Out (mm/dd/yy) _____ / _____ / _____

Date In (mm/dd/yy) _____ / _____ / _____

(Full Name Signature) _____ (Print Full Name)

(Full Name Signature) _____ (Print Full Name)

Lessee or its agent acknowledges the receipt of the trailer listed above in good repair and working condition subject to any exceptions listed above.

Lessee or its agent acknowledges the receipt of the trailer listed above in good repair and working condition subject to any exceptions listed above.

Milestone Trailer Leasing Inspector _____

Milestone Trailer Leasing Inspector _____