LESSOR		LESSEE			SUPPLIER OF EQUIPMENT		LEASE NO.	
National Equipment Leaseing Corporation			ANY COMPANY					
29473 Sugarspring Rd			STREET			SEE EXHIBIT "A"		LEASE 3
Farmington Hills, MI 48334			CITY, STATE ZIPP					
(800) 770-6352 (888) 332-6352 fax								
LEASED EQUIPMENT QUANT		TY DESCRIPTION INCLUDING MODEL (S) SERIAL NUMBER(S) OR APPLICABLE IDENTIFICATION					N	
		SEE EXHIBIT "A"						
EQUIPMENT LOCATION(S) IF DIFFERENT MUST BE SHOWN ON SEPARATE DOCUMENTATION								
	Amount of Payment		Advance Payment		Number of Rent Payments	Term of Lease	Secuitry Depo	sit
TERMS	??? Pmt		First & Last		Term	# of months	NONE	
	GUARANTY							

To induce Lessor to enter into the Lease proposed hereon the undersigned (jointly and severally, if more than one) unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The under-signed agrees to pay all attorneys' fees and other expenses incurred by Lessor by reason of default by the Lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The under signed consents to any extensions or modification of the Lease and any indulgences granted to Lessee, including, but not limited to, the release and/or compromise of any obligations under or any collateral for the Lease. This is a continuing Guaranty and shall not be discharged or affected by the death of the undersigned, shall bind the undersigned and the heirs, administrators, representatives, successors and assigns of the undersigned, and may be enforced by or for the benefit of Lessor or any assignee or successor Lessor. This Guaranty is subject to and each guarantor acknowledges and consents to the terms and conditions contained in Sections 17 through 23, inclusive, of this Lease, all of which are incorporated herein.

PERSONAL GUARANTOR (SIGN WITHOUT TITLES)

DATE

NAME
ADDRESS
CITY STATE ZIF

## **TERMS AND CONDITIONS**

- 1. LEASE; TERM, RENTAL. Lessor hereby Leases to Lessee and Lessee hereby rents from Lessor the equipment described above (hereinafter, with all replacement parts, repairs, additions and accessories incorporated therein and/or affixed thereto, referred to as the "Equipment"), on terms and conditions set forth above and below and continued on the reverse side hereon; for the term indicated above, commencing on the date (the "Commencement Date") that the Equipment is accepted by the Lessee, and continuing thereafter until terminated as provided for herein. Unless αtherwise provided herein, the monthly payments shall be payable on the corresponding day of each month thereafter, in the amount stated above, until the total rent and all other obligations of Lessee shall have been paid in full. All payments of rent shall be made to the Lessor at its address unless the Lease had already been assigned (see "Notice of Assignment Pursuant to Paragraph14"; this page). Lessee hereby authorizes Lessor to insert in this Lease the serial numbers and other identification data of the Equipment when determined by Lessor. THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.
- 2. PURCHASE AND ACCEPTANCE: NO WARRANTIES. LESSEE REQUESTS LESSOR TO PURCHASE THE EQUIPMENT FROM THE VENDOR AND ARRANGE FOR DELIVERY TO LESSEE AT LESSEE'S EXPENSE. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE OF VENDOR TO FILL THE ORDER FOR THE EQUIPMENT. THE LESSEE REPRESENTS THAT THE LESSEE HAS SELECTED THE EQUIPMENT THE LESSEE REPRESENTS THAT THE LESSEE HAS SELECTED THE EQUIPMENT THE LESSEE HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME FOR LEASING TO THE LESSEE, AND LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS QUALITY AND AS BETWEEN LESSEE AND LESSOR, AND LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS", LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THEREOTO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR THE USE THEREOF IN VIOLATION OF THE RIGHTS OF ANY PARTY WHOM SOEVER, OR FOR ANY LOSS OF BUSINESS OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR SHALL BE BINDING ON THE LESSOR OR LESSOR'S ASSIGN NOR SHALL THE BREACH OF SUCH ELESSEE (ESSEE OR OR LESSOR'S ASSIGNS NOR SHALL THE BREACH OF SUCH ELESSEE OR, OR IN ANY WAY AFFECT ANY OF LESSEE'S OBLIGATIONS TO THE LESSOR OR LESSOR'S

ASSIGNS AS SET FORTH HEREIN. LESSOR AND LESSOR'S ASSIGNS DISCLAIM AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT WHETHER ARISING THROUGH THE NEGLIGENCE OF THE LESSOR OR IMPOSED BY LAW.

IMPORTANT. Vendor and its representatives are not the agents of the Lessor. Neither

nor its representatives can waive, vary or alter any of the terms and conditions of this Lease. Lessor does not warrant merchantability or fitness for any particular use of equipment and disclaims any other warranty, expressed, implied or statutory. Lease payments will be due despite dissatisfaction with Equipment for any reason. It the Equipment is not properly installed, does not operate as represented or warranted by the Vendor or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the Vendor and hereby waives and releases any and all rights to now or hereafter assert any claim against Lessor concerning the Equipment and shall nevertheless pay Lessor all rent payable under this Lease. Lessor agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claims, any rights it may have against the Vendor for breach of warranty or representations respecting the Equipment. Notwithstanding any fees that may be paid to Vendor or any agent of Vendor, Lessee understands and agrees that neither the Vendor nor any agent of the Vendor is an agent of Lessor and that neither the Vendor nor his agent is authorized to waive or alter any term or condition of the Lease.

- 3. LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE. If within 6O days from the day Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessee (inform satisfactory to Lessor) Lessor may, on 10 days written notice to Lessee, terminate this Lease and its obligation to Lessee.

  4. TITLE. Lessor shall at all times retain title to the Equipment. All documents of title and
- 4. TITLE. Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee shall not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof, or which is thereafter placed thereon, indicating Lessor's ownership thereof; and at any time during the Lease term, upon request of Lessor, Lessee shall affix to the Equipment in prominent place, labels, plates or other markings supplied by the Lessor stating that the Equipment is owned by Lessor. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this Lease, or any statement or other instrument in respect of this Lease showing the interest of Lessor in the Equipment.

including Uniform Commercial Code Financing Statements, to be filed or recredited and refiled and re-recorded. Lessor agrees to execute and deliver any statement or instrument requested

by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee shall at its expense protect and defend Lessor's title at all times keeping the Equipment free from all liens and claims whatsoever except for those created by or arising through Lessor, and shall give Lessor immediate written notice thereof and shall indemnity Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor a fee to offset Lessor's Lease documentation processing costs. Lessee shall execute and deliver Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder and Lessee authorizes Lessor to file any such instrument, including, but not limited to, any Uniform Commercial Code Financing Statement(s), without Lessee's signature and, if the signature of Lessee is required thereon, Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to execute and file any such statement or other instrument in the name and on behalf of Lessee. Unless otherwise agreed in writing Lessee shall have no right to purchase or otherwise acquire title to or ownership of the Equipment. Without modifying or limiting the foregoing, or derogating from the intention of the parties that the transactions herein shall constitute a Lease and not a financing of the Equipment by Lessor, if any court of competent jurisdiction shall hold that the transactions contemplated herein do constitute a financing and not a Lease of the Equipment by Lessor, then Lessor has a first lien security interest in the Equipment as of the date hereof to secure the obligations of Lessee, its successors and assigns, hereunder and Lessor shall have all rights and remedies of a secured party under the Uniform Commercial Code as adopted in Indiana and any other

- 5. CARE AND USE OF EQUIPMENT. Lessee shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration, other than normal wear and tear; shall use the Equipment in the regular course of business only, within its normal capacity, without abuse and in a manner contemplated by the Vendor, shall comply with the laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and other operation of the Equipment, shall not make any modification, alteration, or addition to the Equipment (other than normal operating accessories or controls which shall, when added to the Equipment, become the property of the Lessor) without the prior written consent of Lessor, which shall not be unreasonably withheld, shall not saffix the Equipment at the location shown above, and shall not remove the Equipment without the consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours, upon reasonable prior notice to the Lessee and subject applicable laws and regulations, to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment, or otherwise protect Lessor's interest. Lessee specifically acknowledges that the Equipment is Leased to Lessee solely for commercial or business purposes and not for personal, family, household or agricultural purposes.
- 6. SECURITY DEPOSIT. As security for the prompt and full payment of the amounts due under this Lease, and Lessee's complete performance of all of its obligations under this Lease, and any extension or renewal hereof, Lessee has deposited with Lessor the security amount set forth in the section shown as "Security Deposit." In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the curing of any default, Lessee shall restore said security deposit to the full amount set forth

Initial	X

- on page 1. On the expiration or earlier termination of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rent called for and fully performed all other provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commindled with Lessor's other funds.
- 7. NET LEASE: TAXES. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee shal pay all sales, excise, personal property, stamp, documentary, ad valorem and other taxes, license and registration fees, assessments, fines, penalties and other charges imposed on the ownership, possession or use of the Equipment during the term of this Lease; shall pay all taxes (except federal and State net income taxes imposed on Lessor) with respect to this Lease and the rental payments hereunder, and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. An administrative fee will be charged by Lessor or Assignee for the filing of personal property taxes. Lessee shall file all returns required by law or Lessor and furnish copies to Lessor.
- 8. INDEMNITY. Lessee shall and does hereby agree to indemnify and save Lessor, its agents, servants, successors, and assigns harmless against and from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardess of where, how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding termination of this Lease.
- 9. INSUR ANC E. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever, in amounts determined by Lessor. The amount of such insurance shall be sufficient so that neither the Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, personal injury and property damage, covering the Equipment. All such insurance shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall include Lessor as named insured and require that the insurer give Lessor at least ten (I 0) days written notice prior to cancellation thereof. Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Paragraph 9 below. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.
- 10. RISK OF LOSS. Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this Lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except to the extent of any proceeds for insurance provided by Lessee which shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) pay Lessor all unpaid rental plus 1 0% of the original Equipment cost as may be allocated to such item, or (c) replace such item with a like item acceptable to Lessor, included within the term "Equipment" as used herein, and Lease from Lessor herewithfor the balance of the full term of this Lease.
- 11. PERFORMANCE BY LESSOR OF LESSE'S OBLIGATION: In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but shall not be obligated to effect such compliance on be half of Lessee upon ten (I0) days prior written notice to Lessee. In such event, all monies expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rental, and shall be paid by Lessee at the time of the next monthly payment of rent.

  12. DEFAULT. If any one of the following events (each an "event of default") shall
- 12. DEFAULT, if any one of the following events (each an "event of default") shall occur, then to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more of the remedies set forth in Paragraph 12 below. (a) Lessee fails to pay any rental or any other payment hereunder when due, and such failure continues for five (5) days, or (b) Lessee or any guarantor becomes insolvent or makes an assignment for the benefit of creditors, or (c) a receiver, trustee, conservator or liquidator of Lessee or any guarantor of all or a substantial part of its assets is appointed with or without the application of consent of Lessee or such guarantor, or (d) a petition is filed by or against Lessee or any guarantor under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or (e) Lessee fails to pay when due any obligation to Lessor arising independently of this Lease and such failure continues for five (5) days, or (f) Lessee breaches any other covenant, warranty or agreement hereunder, and such breach continues for ten (1 0) days after written notice thereof.
- 13. REMEDIES. If an event of default shall occur as described in sub-paragraphs (a) through (f) in Paragraph 11 herein above, Lessor may, as its option, at any time (a) declare the entire amount of unpaid rental for the balance of the term of this Lease plus 10% of the Equipment cost immediately due and payable, whereupon Lessee shall become obligated to pay Lessor forthwith such amount and (b) without demand or legal process enter into the premises where the Equipment may be found and take possession of and remove the Equipment, without liability for such retaking. Lessor may sell or otherwise dispose of any such Equipment at a private or public sale. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment after deduction of the expenses of sale or rental. Lessee shall also be liable for and shall pay to Lessor (a) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (b) reasonable attorney's fees and court costs. Lessor and Lessee acknowledge the difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to

- deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of the Lease.
- 14. LATE CHARGES. Whenever any payment is not made by the Lessee in full when due here-under, Lessee agrees to pay to Lessor, not later than one month thereafter, an amount equal to 10% of the full scheduled payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

  15. ASSIGNMENT. NOTICE OF INTENDED ASSIGNMENT. LESSOR MAY, WITHOUT
- 15. ASSIGNMENT. NOTICE OF INTENDED ASSIGNMENT. LESSOR MAY, WITHOUT LESSE'S CONSENT, ASSIGN OR TRANSFER THIS LEASE OR ANY EQUIPMENT, RENT OR OTHER SUMS DUE OR TO BECOME DUE HEREUNDER, AND IN SUCH EVENT LESSOR'S ASSIGNEE OR TRANSFEREE SHALL HAVE THE RIGHTS, POWERS, PRIVILEGES AND REMEDIES OF LESSOR HEREUNDER. LESSE HEREBY ACKNOWLEDGES NOTICE OF LESSOR'S INTENDED ASSIGNMENT OF LESSOR'S INTEREST IN THIS LEASE, AND UPON SUCH ASSIGNMENT LESSEE AGREES NOT TO ASSERT, AS AGAINST LESSOR'S ASSIGNEE, ANY DEFENSE, SET OFF, RECOUPMENT, CLAIM OR COUNTER-CLAIM, THAT IT MAY HAVE AGAINST LESSOR WHETHER ARISING UNDER THIS LEASE TRANSACTION OR OTHERWISE. EACH SUCH ASSIGNEE SHALL HAVE ALL OF THE RIGHTS, BUT NONE OF THE OBLIGATIONS, OF THE LESSOR UNDER THE LEASE. LESSEE SHALL NOT ASSIGN THIS LEASE OR THE EQUIPMENT OR ANY INTEREST HEREUNDER AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED HEREBY WITHOUT LESSOR'S PRIOR WRITTEN CONSENT AND IF LESSOR'S SHALL PERMIT ANY SUCH BY LESSEE, THE ASSIGNEE SHALL ASSUME LESSEE'S OBLIGATIONS HEREUNDER IN WRITING IN FORM AND SUBSTANCE SATISFACTORY TO LESSOR, BUT NO SUCH ASSIGNMENT SHALL RELEASE LESSEE FROM ANY OF LESSEE'S OBLIGATIONS HEREUNDER.
- 16. RETURN OF PROPERTY. Upon the termination or expiration of this Lease, or any extension thereof, the Lessee shall forthwith deliver, freight prepaid, the Equipment to the Lessor, at an address designated by Lessor, complete and in good order and condition, reasonable wear and tear alone excepted. The Lessee shall also pay to the Lessor such sum as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment to the Lesser, the Equipment shall continue to be held and Leased hereunder and this Lease shall thereupon be extended indefinitely as to the term at the same monthly rental, subject to the right of either the Lessee or the Lessor to terminate the Lease upon thirty (30) days written notice, whereupon the Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this Paragraph.
  17. EFFECTIVE DATE. This Lease shall become valid when executed and accepted by
- EFFECTIVE DATE. This Lease shall become valid when executed and accepted by Lessor, notice of Lessor's acceptance of the Lease being hereby waived by Lessee.
   NO SUBBROGATION. Lessee, Lessor and any guarantor agree that no guarantor
- 18. NO SUBBROGATION. Lessee, Lessor and any guarantor agree that no guarantor shall have any right of subrogation to any right of Lessor in the Equipment or this Lease or against the Lessee, and that any such right of subrogation that may exist, as well as any right of indemnity against Lessee for any obligation which may be performed by guarantor with respect to this Lease is berethy waived and released.
- with respect to this Lease, is hereby waived and released.

  19. SUBORDINATION. All indebtedness, now existing or hereafter arising, between Lessee and any guarantor is hereby subordinated to all present and future obligations of Lessee or any guarantor to Lessor, including, but not limited to, the Lease obligations, and no payment shall be made or accepted on any such indebtedness due Lessee or any guarantor until all such obligations to Lessor are paid and satisfied in full.

  20. SURVIVAL OF GUARANTY OBLIGATIONS. All obligations of any guarantor shall
- 20. SURVIVAL OF GUARANTY OBLIGATIONS. All obligations of any guarantor shall remain enforceable notwithstanding that this Lease, or any obligations performed or to be performed hereunder, may be void or voidable as against Lessee or any of the Lessee's creditors, including but not limited to, a trustee in bankruptcy, by reason of any fact or circumstance.
- 21. MISCELLANEOUS. This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except by a writing signed by an executive officer of the Lessor or Lessor's Assignee. Lessor and Lessee intend this to be a valid and subsisting legal document, and agree that no provision of this Lease which may be deemed unenforceable shall in any way invalidate any other provision or provisions of Lease, all of which shall remain in full force and effect. Any notice intended to be served hereunder shall be deemed sufficiently sent if sent by regular mail, postage prepaid, addressed to the party at the addresses contained hereon. This Lease shall be binding upon the parties, their successors, legal representatives and assigns.

  22. PERSONAL JURISDICTION OVER YOU IN MICHIGAN, AND PLACE FOR ANY
- 22. PERSONAL JURISDICTION OVER YOU IN MICHIGAN, AND PLACE FOR ANY LAWSUIT. You hereby acknowledge that this Agreement was accepted by us in Michigan, where we maintain an office, and it did not take effect until we received the executed legal documents in our Michigan office. Accordingly, you agree that this agreement shall be governed by the laws of the State of Michigan, County of Livingston. You agree that any suite relating to this agreement shall be brought only in a State or Federal Court in Michigan, and you irrevocably consent and submit to the jurisdiction of such courts. Each party waives any right to a jury trial. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred.

  23. SERVICE OF PROCESS. Each party to this Lease and each guarantor hereby
- 23. SERVICE OF PROCESS. Each party to this Lease and each guarantor hereby irrevocably consents to the service of process in any suit, action or proceeding by sending the same by first class mail, return receipt requested or by overnight courier service, to the address of such party set forth on this Lease. Each party to this Lease and each guarantor hereby agrees that any such service (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding, and (ii) shall to the fullest extent enforceable by law, be taken and held to be valid personal service upon and personal delivery to it
- 24. NÓ LIMITATION ON SERVICE OR SUIT. Nothing in this Lease or guaranty or any modification hereof shall affect the right of the Lessor or its assigns to serve process in any manner permitted by law or limit the right of the Lessor or its assigns to bring proceedings against Lessee or guarantor in the courts of any jurisdiction in which such Lessee or guarantee may be served.

Χ	Date:	X	Date:
Authorized Representative		S#1 name	<u> </u>
		S#1 Title	

## ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT BY LESSEE

NATIONAL EQUIPMENT LEASING CORPORATION

ANY COMPANY

SIGNER TITLE

LESSOR: LESSEE:

LEASE NO. LEASE #				
EQUIPMENT LEASED: SEE EXHIBIT "A"				
Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested and inspected, and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes. Lessee hereby accepts unconditionally and irrevocably the equipment				
By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment has not been delivered, installed, or accepted on a trial basis.				
WITH THE DELIVERY OF THE DOCUMENT TO LESSOR, LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE'S OBLIGATIONS TO LESSOR BECOME ABSOLUTE AND IRREVOCABLE AND LESSEE SHALL BE FOREVER STOPPED FROM DENYING THE TRUTHFULNESS OF THE REPRESENTATIONS MADE IN THE DOCUMENT.				
LESSEE: ANY COMPANY				
X Date of Acceptance				