

## TRAILER RENTAL AGREEMENT

This Trailer Rental Agreement (this "**Agreement**") is made and applies to, and is hereby incorporated by reference into, all trailer rental transactions with Milestone Trailer Leasing LLC and its successors and assigns ("**Lessor**") when a customer entity, together with and on behalf of any of its subsidiaries and affiliates which may benefit from this Agreement, (collectively, "**Customer**") (i) electronically accepts this Agreement, (ii) hand signs a paper version of this Agreement, (iii) an employee, driver, or other authorized representative or third-party agent of Customer (a "**Customer Representative**") signs an Outbound Form (as defined in Section 3 below), or (iv) when a Customer or Customer Representative accepts delivery of a Trailer (as defined in Section 1 below) or a Trailer is otherwise in control of Customer or a Customer Representative (the earliest to occur of (i) through (iv) shall be referred to as the "**Effective Date**" of this Agreement). Lessor and Customer are referred to herein as a "**Party**" and collectively as the "**Parties**".

**1. TRAILERS.** This Agreement sets forth the terms and conditions of Customer's rental from Lessor of trailers (each a "**Trailer**" and together, the "**Trailers**") for the purpose set forth in that certain equipment leasing application previously made by Customer with Lessor, either by way of the online credit application process or a paper application, and approved by Lessor which is made a part of this Agreement and is incorporated herein by this reference (the "**Application**"); provided, however, that the number of outstanding Trailers hereunder shall in no event exceed the Allotted Amount (as such number of Trailers is determined by Lessor in its sole discretion pursuant to the Application, as may be amended, the "**Allotted Amount**"). 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 (the "**Term**"). Notwithstanding the Term, to the extent Customer has Trailers under rent, outstanding payment or performance obligations hereunder, including but not limited to, non-payment of any Invoiced Amounts (as such term is defined in Section 4 (Invoices) below) or non-performance related to Trailers, Customer's obligations under this Agreement shall survive the Term and continue. The rental term for each Trailer shall commence on the date such Trailer is Delivered (as such term is defined in Section 3 below) to Customer and shall terminate upon the expiration of the minimum term as indicated on the Outbound Form (as such term is defined in Section 3 below) (the "**Rental Term**"). For the avoidance of doubt, to the extent that Customer has not returned a Trailer prior to or upon the expiration of its Rental Term in accordance with Section 8 (Return; Return Condition) below, Customer shall be in Default (as such term is defined in Section 16 (Default) below) and shall remain obligated under this Agreement and the respective Outbound Form(s) for such Trailer(s) until such time as Customer has satisfied in full its obligations with respect to such Trailer.

**3. DELIVERY; OUTBOUND INSPECTION; RENTAL RATE ADJUSTMENTS.**

**(a)** During the Term of this Agreement, Customer may request that Lessor, with at least seven (7) calendar days prior notice, deliver Trailers hereunder so long as such request does not cause Customer to exceed the Allotted Amount at any given time. Delivery of each Trailer shall be at a branch office or service location of Lessor designated by Lessor ("**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 or a Customer Representative, as the case may be, and the parties shall complete and execute Lessor's "Outbound Form" substantially in the form attached hereto as *Exhibit A* (the "**Outbound Form**") for any such Trailer being Delivered hereunder. The Outbound 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 herewith, the "**Rental Rate**"), and the outbound condition of the Trailer on such date, all as more fully set forth therein. Customer hereby authorizes its Customer Representatives to execute Outbound Forms on behalf of Customer in taking Delivery of any Trailer hereunder. Each Outbound Form which has been executed in connection with this Agreement shall be incorporated by reference herewith and made a part hereof and any reference to "*this Agreement*" herein, including but not limited to in Sections 1 (Trailers) and 2 (Agreement Term; Rental Term) above, shall include any and all such Outbound Forms.

**(c)** For any Trailer, **(i)** to the extent any Rental Term exceeds six (6) months, and upon every six (6) months of any Rental Term, Lessor shall have the right, in its sole discretion to increase the Rental Rate, together with any and all other Return Charges (as such term is defined in Section 8(d) (Return)) below, to reflect rates and changes commensurate with the increase in the market rate for the same and **(ii)** at any time during any Rental Term, to the extent that Lessor shall determine that Customer's actual mileage, tread, brake wear or refrigerated hours exceeds the estimated mileage, tread, brake wear or refrigerated hours as set forth on the Outbound Form, Lessor shall have the

right, in its sole discretion to increase the Rental Rate to reflect the same. 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 Rate 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 Outbound Form, if any, and those amounts included in Sections 8 (Return), 10 (Loss), 13(c) (Taxes and Licenses), and 17(a) (Remedies Upon Default) below (collectively, the "**Invoiced Amount**"). Customer shall 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.

(b) From time to time, 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.

(c) All payments made by Customer to Lessor hereunder shall be made payable and addressed to "*Milestone Trailer Leasing LLC*" at its address in the Invoice to the attention of "*Accounts Receivable*", or as otherwise indicated 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 PACKAGE.** Upon Delivery, Customer or Customer's Representative, as the case may be, shall select a maintenance package for each such Trailer which shall be indicated on the Outbound Form (each, a "**Maintenance Package**"). Absent Customer's selection, the Maintenance Package shall be deemed to be Net (as described in subsection (a) below). Notwithstanding anything contrary to the below, in the event that Lessor or any of its third-party vendors, performs repairs for which Customer is responsible under its respective Maintenance Package, Customer shall pay for any such repairs and services at Lessor's then current rates for labor and parts and upon the completion of such repairs Customer shall make such payments immediately to Lessor or Lessor's third-party vendor (as Lessor may so designate). 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:

(a) **Net.** Customer shall, during the Rental Term and at Customer's sole expense, maintain the Trailer in every aspect good operating order, and in the same condition and appearance as on the date of Delivery (including but not limited to, preventative maintenance, emergency service and damage repairs and replacements), reasonable wear and tear alone excepted. For clarity, Customer shall be, at its sole expense, but responsible for the wear and tear of tire tread wear and brake wear in the ordinary course as more fully described in subsections 8(d)(i) (Return) and 8(d)(ii) (Return) below. For the avoidance of doubt, Customer's obligation hereunder extends to maintenance, and when necessary, replacement of all parts, accessories and tires.

(b) **Maintenance.** Lessor shall perform any and all preventative maintenance and all regular maintenance occasioned by normal wear and tear whenever the Trailer is returned to the service location designated on the Outbound Form (the "**Service Location**"); 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.

(c) **Full Service.** Lessor (or its third-party vendor) shall perform any and all preventative maintenance and all regular maintenance occasioned by normal wear and tear whenever the Trailer is made available to Lessor at a location determined by Customer; provided, however, that as a condition to Lessor's obligation hereunder, Customer shall make such Trailer available to Lessor (or its third-party 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 for servicing as stated above, together with all parking, storage and transport fees to and from the repair facilities. Lessor (or its third-party vendor) shall (upon Customer's request and for

Customer's account) perform any repairs for which Customer is responsible hereunder whenever such Trailer is made available to Lessor (or its third-party vendor); it being understood that Customer shall bear all the costs, expenses and fees related thereto.

**6. OPERATION; MAINTENANCE.** With respect to any Trailer:

(a) Customer shall perform and keep record (written or electronic) of pre-trip safety inspections ("**Pre-Trip Records**") as required by the Department of Transportation of the United States of America ("**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) any other details as may be required by Lessor in its sole discretion ("**Operational Records**").

(c) Notwithstanding anything contrary to Section 5 (Maintenance Package) above, 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 Outbound Form for each Trailer.

(d) If on the Outbound Form, a mileage charge is specified or an amount is entered next to the letters "TWB" or "BWB", Customer will deliver the Trailer to a service or branch location of Lessor for tire and brake replacement when required per DOT regulations.

(e) To the extent that Customer shall require any third-party inspection, repair and/or maintenance for any Trailer, (i) to the extent that Lessor bears such expense, Customer shall obtain Lessor's prior written consent before any such inspection, repair and/or maintenance, and (ii) to the extent the Customer bears such expense, all inspection, repair and/or maintenance shall be performed according to same or better standards as Lessor in every respect. Lessor shall have the right to inspect all maintenance or repairs performed on the Trailer 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.

(f) 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.

(g) 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.

**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 any purpose 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 tracking (e.g., knowing the location and/or destination of) all Trailers at all times.

(d) To the extent that any hubodometer 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, Customer shall promptly, but in no event later than fifteen (15) 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 Outbound 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)** For any Trailer that is a 53-foot or longer box-type trailer used and operated within the State of California ("CA Box") the following additional provisions shall apply: **(i)** Customer shall ensure that each CA Box is at all time compliant with Sections 95300–95311, Title 17, of the California Code of Regulations (as may be amended from time to time, "CA HDV Regs"); **(ii)** Customer is authorized to and shall modify each such CA Box to comply with the CA HDV Regs and any such modifications shall be made in accordance with the recommendations and standards set by the manufacturer of the parts or devices included in such modification; it being understood that any such modifications shall become property of Lessor upon attachment to the Trailer; provided, however, that Lessor may require Customer to remove such modifications if and when such CA Box are returned to Lessor; **(iii)** Customer will comply with all reporting requirements under the CA HDV Regs; and **(iv)** Customer shall not permit any Trailer that does not comply with the California HDV Regs to be operated in the State of California.

**(i)** For any Trailer that includes refrigerated Trailers used and operated within the State of California ("CA Reefer"), the following additional provisions apply: **(i)** Customer shall ensure that each CA Reefer is at all times compliant with Section 2477, Title 13 of the California Code of Regulations governing the operation of refrigerated trailers in the State of California (as amended from time to time, the "CA TRU Regs"); **(ii)** Customer is authorized to and shall modify each CA Reefer to comply with the CA TRU Regs; it being understood that any such modifications shall be made in accordance with the recommendations and standards set by the manufacturer of the parts or devices included in such modification and shall become property of Lessor upon attachment to the Trailer; provided, however, that Lessor may require Customer to remove such modifications if and when such CA Reefer is returned to the Lessor; **(iii)** Customer will comply with all reporting requirements under the California TRU Regs; and **(iv)** Customer shall not permit a CA Reefer that does not comply with the CA TRU Regs to be operated in the State of California.

**(j)** Customer shall be solely responsible for all expenses associated with compliance and the performance of all of the foregoing obligations.

**(k)** 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 to the place of Delivery, unless otherwise directed by Lessor.

**(b)** If Customer returns the Trailer(s) to a location other than that designated by Lessor (whether intentionally or unintentionally) and such location has been approved by Lessor in writing, Lessor shall bill Customer a charge not less than \$200.00 and not greater than \$850.00. If Customer returns the Trailer(s) to a location other than that designated by Lessor (whether intentionally or unintentionally) and such location has not been approved by Lessor in writing, this Agreement and the related Outbound Form shall remain in full force and effect until the Trailer has been returned in accordance herewith.

**(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 Outbound Form, less normal wear and tear 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 any Trailer which is under a "Net" 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 1/32<sup>nd</sup> 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 1/32<sup>nd</sup> inch per tire used in excess of the above define standard.

**(ii)** For any Trailer which is under a "Net" Maintenance Package, if upon the return of the Trailer or replacement of brakes, brake wear is in excess of 1/8<sup>th</sup> inch per twelve thousand five hundred (12,500) miles traveled, Customer agrees to pay Lessor a prorated charge based upon the then current price for a brake reline service for each 1/8<sup>th</sup> 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.

**(iii)** In the event that pursuant to damage to tires or brakes (normal wear and tear 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.

**(iv)** If upon the return of a Trailer or refrigerated Trailer any hubodometer or refrigerated van clock(s) have been removed or have failed to function, and was not repaired or replaced subsequent to Section 7(d) (Customer Covenants) 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.

**(v)** 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 Outbound Form (and if not specified, at the then current price.)

**(e)** To the extent that there has been an increase in the Rental Rate pursuant to Section 3(c)(ii) (Delivery) above and the tire tread wear and brake wear for an applicable Trailer did not exceed the thresholds set forth in Sections 8(d)(i) or (ii), Lessor shall credit Customer any payments which were made in excess of the original Rental Rate as a result thereof on a per Trailer basis.

**(f)** In the event that a Trailer is returned to Lessor in a condition or appearance other than as set forth in Section 8(c) (Return) above, irrespective of whether Customer has possession of such Trailer, the terms and conditions of this Agreement, together with the related Outbound 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 extend 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).

**9. INSURANCE.** Customer shall comply with this Section at all times and hereby covenants that a Trailer shall not operate on the road without evidence of the below coverages.

**(a)** Customer shall, at Customer's sole cost and expense, maintain the following insurance coverage with insurance companies acceptable to and approved by Lessor (each an "**Insurance Policy**" and 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 ("**LDW**") program, as indicated on the Outbound Form, All Risk Physical Damage Loss 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;

**(ii)** Comprehensive 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

(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.

(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 shall not be 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; and

(v) each Insurance Policy shall indicate Lessor as an "additional named insured" and "loss payee".

(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, Customer shall immediately:

(a) Notify the police or other authority with jurisdiction over the matter, providing all pertinent details and documentation related thereto 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.

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 Section 10 relating to the Trailers. To the extent that Customer's insurance company denies any such claim for lost, stolen, damaged, or involved in a collision, or its whereabouts is unknown, 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 Outbound 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.** Each Outbound Form shall indicate whether Customer has elected to participate in Lessor's Loss Damage Waiver "LDW" program for the Trailer thereunder and agrees to pay the "LDW Fee" and "LDW Deductible" as set forth thereon. The parties hereby agree and acknowledge that the LDW program is not an insurance policy and Lessor is not providing insurance to Customer hereunder. As such, the LDW program does not provide insurance coverage and therefore may be duplicative of coverage under Customer's existing insurance policies. Customer shall not be required to provide comprehensive insurance coverage for physical damage to any of the Trailers and shall not be liable to Lessor for loss or damage to any Trailer arising from collision and upset and/or the specified perils of fire, lightning, theft, explosion, flood, windstorm, hail, earthquake, or act of God, vandalism, or roof damage in excess of the LDW Deductible per Trailer, unless such loss or damage arises from non-compliance with Customer's obligations under the Agreement and Customer shall not be required to provide comprehensive insurance coverage for physical damage to any Trailer; ***provided, however, that the LDW program shall not be applicable to the following:*** (a) tire and/or wheel theft unless the Trailer is stolen; (b) tire damage unless the tires are damaged as a result of a collision; (c) unlawful operations; (d) Trailer upset due to load shift, improper operation, or improper balancing and failure to properly secure the cargo contents; (e) floor damage resulting from improper loading or unloading of the Trailer and/or forklift usage; (f) damage caused by the hauling of hazardous materials or ultrahazardous materials; (g) Trailers sublet without Lessor's prior written consent, or the transfer or assignment of this Agreement to another party without Lessor's prior written consent; (h) failure to properly maintain the Trailers during the Rental Term in accordance with the maintenance provisions of the Agreement; (i) unapproved alterations to the Trailers; (j) use of unauthorized (unlicensed or improperly licensed) drivers; (k) unexplained disappearance; or (l) shortage found upon taking inventory. Lessor's failure to report any loss or damage to any Trailer in accordance with Section 10 (Loss) above shall constitute Customer's breach hereunder and shall void the liability

coverage provided under the LDW program. Customer further hereby agrees and acknowledges that, upon fifteen (15) calendar days prior written notice, Lessor has the sole right to (a) cancel Customer's participation in the LDW program or (b) increase the LDW rate. Customer shall also have the right to cancel Customer's participation in the LDW program. In the event of any cancellation of Customer's participation in the LDW program, either by Customer or Lessor, Customer shall, on the effective date of such cancellation, provide collision and comprehensive coverage for physical damage in accordance with Section 9 (Insurance) above.

**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 Liens 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 therewith 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 (1/12<sup>th</sup>) 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. RECORDS AND INSPECTION.** Upon Lessor's request, Customer shall provide true and correct copies of any and all Insurance Policies, 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.

**15. 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 Section 10 (Loss) above.

**(b)** Customer shall defend, indemnify and hold harmless Lessor from and against any and all **(i)** loss or damage Customer or Customer's Representatives 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 or Customer's Representatives to maintain a Trailer under this Agreement; **(ii)** liens or liability arising from work performed or for material supplied in connection with Customer's or Customer's Representatives' operation or maintenance of a Trailer and from any loss of 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 or Customer's Representatives' 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 Sections 7(e), (f), (g), (h) and (i) (Customer Covenants) above by Customer or any of its employees or affiliates or Customer's Representatives; 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 Section 18 (Disclaimer of Warranties) below, (b) the condition, use, operation, storage, or possession by Customer or Customer's Representatives 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, direct, or indirect, consequential, or exemplary damages of any kind, including without limitation, lost profits and business interruption damages, 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.

**16. 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 fifteen (15) 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 Outbound 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 Section 9 (Insurance) above 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 Section 7(k) (Customer Covenants) above, 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, its owners, or any guarantor of Customer is charged of any criminal activity.

**17. REMEDIES UPON DEFAULT.**

(a) 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 Section 8 (Return) 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 Section 19 (Repossession) below;

(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 herewith; 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 Outbound 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 for past due Invoiced Amounts and other damages; and

(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.

(b) 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.

**18. DISCLAIMER OF WARRANTIES.** 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 **(i)** THE DESIGN, CONDITION, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE TRAILERS, **(ii)** THE FITNESS OF THE TRAILERS FOR ANY PARTICULAR USE OR PURPOSE OF CUSTOMER, **(iii)** THE QUALITY, CONDITION OR CAPACITY OF THE TRAILERS, AND **(iv)** 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.

**19. 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 herewith. 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.

**20. 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, and 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 Section, or in violation of this Section, 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*.

**21. CHANGE IN CONTROL.** If the ownership of Lessor changes or there is a change in the disposition of a substantial portion of Lessor's assets at any time during the Term, Lessor shall have the option to **(a)** terminate this Agreement and demand the prompt return of all of the Trailers or **(b)** require from Customer additional financial security or assurance, including, but not limited to, cash deposits, letters of credit, escrow accounts and guarantees as a condition to continuing this Agreement in full force and effect. If Lessor elects to terminate this Agreement in accordance herewith, or if Customer does not provide such additional financial security or assurance as may Lessor may require and Lessor is forced to terminate this Agreement, Customer shall pay all outstanding Invoices, sales taxes, if any, and any and all charges not yet invoiced for which Customer has the obligation hereunder, including but not limited to additional amounts which may be described in any Outbound Form, *if any*, and those amount included in Sections 8 (Return), 10 (Loss), 13(c) (Taxes and Licenses), and 17(a) (Remedies Upon Default) above.

**22. WAIVER.** 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.

**23. 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 of the Circuit Court of St. Charles County, Missouri. Customer hereby waives any and all rights to a trial by jury or any claim arising in connection with this Agreement.

**24. THIRD-PARTY SITES.** Lessor may provide links to websites, software, or other related content of third parties for convenience only, including third-party credit application websites. Lessor does not control these third-party sites and expressly disclaims any responsibility for the content, the accuracy of the information, and any products or services available on the third-party sites. Lessor shall not be held liable for any content or connectivity to such third-party information and third-party site. Customer enters such third-party sites at their own risk and shall use such sites according to the terms and conditions of use of such sites.

**25. 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 or certified U.S. mail, return receipt requested, and will be deemed effective upon dispatch. All notices to Lessor shall be sent to Milestone Trailer Leasing, LLC 350 West Clay Street, Suite 300 St. Charles, Missouri 63301 Attn: Legal Department with a copy to [legal@milecorp.com](mailto:legal@milecorp.com).

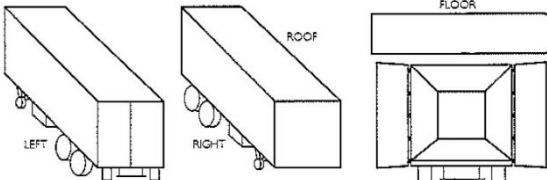
**26. ENTIRE AGREEMENT.** The Application, this Agreement, any Outbound Form executed in connection herewith during the Term, together with any amendments thereto, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings of the Parties, written or oral. With the exception of the Outbound Forms which may be entered into in accordance with Section 3 (Delivery) above, this Agreement may not be amended or altered in any manner unless such amendment or alternation is authorized by Lessor in writing and signed or electronically accepted by an authorized representative of Customer.

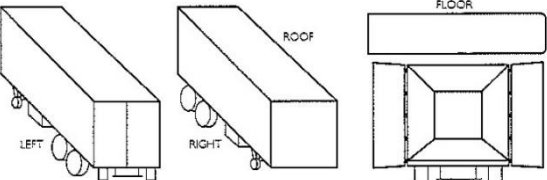
**EXHIBIT A  
OUTBOUND FORM**

No. \_\_\_\_\_

This Outbound/Inbound Form is being executed in connection with the Trailer Rental Agreement, by and between Customer and Lessor, dated \_\_\_\_\_ (the "Agreement", capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Agreement) and by the terms of the Agreement, shall be made a part thereof.

<b>Customer (with address)</b>		<b>Customer No.</b>	<b>Rental Term (minimum term)</b>	<b>Rental Rate (specify day/week/month)</b>
		<b>Customer PO No.</b>	<b>Sales Tax Exempt Form on File?</b> Y                      N	<b>Tax Exempt No./Rate</b>
<b>Unit No.</b>	<b>Year/Make</b>	<b>Model/Length/Suspension</b>	<b>Serial#</b>	<b>State/License No.</b>
<b>Maintenance Package:</b> <input type="checkbox"/> Net <input type="checkbox"/> Maintenance <input type="checkbox"/> Full Service		<b>TWB \$</b> _____ <b>BWB \$</b> _____ <b>Mileage Charge \$</b> _____ (Actual/Estimate) <b>Reefer Hour \$</b> _____	<b>LDW Fee (if any):</b>  <b>LDW Deductible (if any):</b>	

OUTBOUND/DELIVERY					
<b>Delivery (date &amp; time)</b>			<b>Location</b>		
					
<b>Hub Oil</b> _____	<b>Flaps</b> _____	<b>Reg Cert</b> _____			
<b>Frt Brakes L</b> _____	<b>R</b> _____	<b>Rear Brakes L</b> _____	<b>R</b> _____		
FWHA INSPECTION DATE _____		Reefer Hour Reading _____		Hub Reading _____	
Mo. _____	Yr. _____				
Tires (Tread Depth Measured in 32nds) Brakes (Lining Measured in 1/8ths)					
<b>Position</b>	<b>T.D.</b>	<b>Brand</b>	<b>Position</b>	<b>T.D.</b>	<b>Brand</b>
LO Front			RO Front		
LI Front			RI Front		
LO Rear			RO Rear		
LI Rear			RI Rear		
Tire Size: _____		Tread Total: _____			
Est. Mo. Miles: _____		Est. Mo. Reefer Hrs.: _____			
Delivery Charge: _____					
<b>Inspection Notes:</b>					
<b>Lessor</b>			<b>INSPECTOR</b>		
(Signature)					
<b>Customer (or its agent) hereby acknowledges Delivery of the Trailer listed above in good repair and working condition subject to any exceptions set forth above.</b>					
CUSTOMER (Signature)					
<b>Print Name</b>			<b>Driver's License No.</b>		

INBOUND/RETURN					
<b>Return (date &amp; time)</b>			<b>Service/Return Location (same as Delivery unless otherwise specified)</b>		
					
<b>Hub Oil</b> _____	<b>Flaps</b> _____	<b>Reg Cert</b> _____			
<b>Frt Brakes L</b> _____	<b>R</b> _____	<b>Rear Brakes L</b> _____	<b>R</b> _____		
FWHA INSPECTION DATE _____		Reefer Hour Reading _____		Hub Reading _____	
Mo. _____	Yr. _____				
Tires (Tread Depth Measured in 32nds) Brakes (Lining Measured in 1/8ths)					
<b>Position</b>	<b>T.D.</b>	<b>Brand</b>	<b>Position</b>	<b>T.D.</b>	<b>Brand</b>
LO Front			RO Front		
LI Front			RI Front		
LO Rear			RO Rear		
LI Rear			RI Rear		
Tire Size: _____		Tread Total: _____			
Actual Total Miles: _____		Actual Total Reefer Hrs.: _____			
Pick-Up Charge: _____					
<b>Inspection Notes:</b>					
<b>Lessor</b>			<b>INSPECTOR</b>		
(Signature)					
<b>Customer (or its agent) hereby acknowledges return of the Trailer listed above in good repair and working condition subject to any exceptions set forth above.</b>					
CUSTOMER (Signature)					
<b>Print Name</b>			<b>Driver's License No.</b>		