UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID s1760
Amount/Classification
$11,956.76 Unsecured

In re:
G.I. Joe's, Inc.

Case Number:
09-10714-KG

NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Name of Creditor and Address: the person or other entity to who the debtor owes money or property

19032347003633
XTRA LEASE LLC
~~PO BOX 09262~~
~~CHICAGO, IL 60693-0262~~ 1801 Park 270 Drive, Suite 400
St. Louis, MO 63146

Creditor Telephone Number (314 579-9300

Name and address where **payment** should be sent (if different from above):

Payment Telephone Number (314 579-9300

☐ Check this box to indicate that this claim amends a previously filed claim.

Claim Number (see reverse): _____

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ 61,258.35

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: trailer lease

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 7804

3a. Debtor may have scheduled account as: _____

4. SECURED CLAIM (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Secured Claim Amount: $ _____ DO NOT include the priority portion of your claim here.

Unsecured Claim Amount: $ _____

Nature of property or right of setoff:

☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Value of Property: $ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges at time case filed included in secured claim, if any: $ _____ Basis for Perfection: _____

5. PRIORITY CLAIM

☐ Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Unsecured Priority Claim Amount: $ _____ Include ONLY the priority portion of your unsecured claim here.

You MUST specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to $10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (____).

** Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: *Attach redacted copies of supporting doc* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.)

If the documents are not available, please explain.

DATE-STAMPED COPY: DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received no later than 4:00 pm, PREVAILING EASTERN TIME, on the following dates: a) May 31, 2009 - General Bar Date; OR b) August 31, 2009 - Governmental Bar Date.

FILED

MAY 28 2009

BMC GROUP

THIS SPACE FOR COURT USE ONLY

BY MAIL TO:
G.I. Joe's Holding Corporation., et al.
Attn: BMC Group, Claims Processing
PO Box 2011
Chanhassen, MN 55317-2011

BY HAND OR OVERNIGHT DELIVERY TO:
G.I. Joe's Holding Corporation., et al.
Attn: BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

DATE
5/27/09

SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Todd Feigenbaum, Risk Services Mgr.

Penalty for presenting fraudulent claim is a fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

G.I. Joe's Holding Corp
01265

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:
Fill in the name of the federal judicial district where the bankruptcy case was filed, the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

Debtor Name	Case No
G.I. Joe's Holding Corporation	09-10713
G.I. Joe's, Inc.	09-10714

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Classification of Claim

Unsecured Nonpriority Claim:
If your claim is an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim" (See DEFINITIONS, below), check the appropriate box in this section. If your claim is partly secured and partly unsecured, state here only the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

Secured Claim:
Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Supporting Documents:
Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary.
You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d).
Do not send original documents, as attachments may be destroyed after scanning.

Date-Stamped Copy and Signature:
The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.

Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

DEFINITIONS

DEBTOR
A debtor is the person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

CREDITOR
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.
The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim Examples of liens on property include a mortgage on real estate or a security interest in a car.
A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com

XTRA LEASE

Did you know that XTRA Lease offers our pre-owned trailers for sale? All of our trailers are packed with XTRA value and we've recently reduced our prices! Contact your local branch for details.

Invoice No. 01893692
Invoice Date: 01/28/09
Payment Terms: Net 10
Page Number: 1 of 1
Customer No.: 47BU4
Invoice Amount: $291.47
Amount Paid: _____

Remit to:
XTRA Lease
PO Box 99262
Chicago IL 60693-9262
United States

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE OR 97070-9282

Enclose your remittance, payable to XTRA Lease with this payment coupon.
On your remittance, please indicate to which invoice(s) you wish this payment to be applied.

Unit #	Agreement #	Equipment Description	Labor	Parts	Amount	Tax
U28812	067L172001	VAN, ROAD, 53-0, S-RIDE, OHD				
		Replace Gladhand - Emer (Swivel)	27.50	27.00	$ 54.50	OR
		Service Call Road Call-Repairs	27.50	0.00	$ 27.50	OR
		Replace 2 Air Line Fitting	55.00	12.72	$ 67.72	OR
		WO# 0067029597				
		Work Order Subtotal	**110.00**	**39.72**	**$ 149.72**	
U28964	067L172001	VAN, ROAD, 53-0, S-RIDE, OHD				
		Service Call Road Call-Repairs	82.50	0.00	$ 82.50	OR
		Patch 0.75 ft X 1 ft Left Radius Panel	41.25	18.00	$ 59.25	OR
		WO# 0067029570				
		Work Order Subtotal	**123.75**	**18.00**	**$ 141.75**	

Sub Total:	233.75	57.72	$ 291.47
Total Tax:	0.00	0.00	$ 0.00
PLEASE REMIT THIS AMOUNT USD:			$ 291.47

Invoice No.: 01893692
Invoice Date: 01/28/09
Customer No.: 47BU4

For Inquiries or Correspondence
XTRA Lease
4301 North Suttle Road
Portland, OR 97217
(503) 283-1030

XTRA LEASE

Thank you!

XTRA LEASE

Forget rebills for nuisance repairs when you rent from XTRA Lease. It's part of our Excellence Commitment that promises you great service. Contact your local branch for details.

Invoice No. 01897640
Invoice Date: 02/05/09
Payment Terms: Net 10
Page Number: 1 of 1
Customer No.: 47BU4
Invoice Amount: $319.63
Amount Paid: _____

Remit to:
XTRA Lease
PO Box 99262
Chicago IL 60693-9262
United States

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE OR 97070-9282

Enclose your remittance, payable to XTRA Lease with this payment coupon.
On your remittance, please indicate to which invoice(s) you wish this payment to be applied.

Unit #	Agreement #	Equipment Description	Labor	Parts	Amount	Tax
U33496	067L172001	VAN, ROAD, 53-0, S-RIDE, OHD				
		Flat Spotted Radial 3 LOF 32nds	0.00	66.00	$ 66.00	OR
		Flat Spotted Radial 3 LIF 32nds	0.00	66.00	$ 66.00	OR
		Mileage Road Call-Tires	38.00	0.00	$ 38.00	OR
		Service Call Road Call-Tires	149.63	0.00	$ 149.63	OR
		WO# 0067029629				
		Work Order Subtotal	**187.63**	**132.00**	**$ 319.63**	

Sub Total:	187.63	132.00	$ 319.63
Total Tax:	0.00	0.00	$ 0.00
PLEASE REMIT THIS AMOUNT USD:			$ 319.63

Invoice No.: 01897640
Invoice Date: 02/05/09
Customer No.: 47BU4

For Inquiries or Correspondence
XTRA Lease
4301 North Suttle Road
Portland, OR 97217
(503) 283-1030

XTRA LEASE

Thank you!

XTRA LEASE

Forget rebills for nuisance repairs when you rent from XTRA Lease. It's part of our Excellence Commitment that promises you great service. Contact your local branch for details.

Invoice No. 01904146
Invoice Date: 02/17/09
Payment Terms: Net 10
Page Number: 1 of 2
Customer No.: 47BU4
Invoice Amount: $2,403.43
Amount Paid: _____

Remit to:
XTRA Lease
PO Box 99262
Chicago IL 60693-9262
United States

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE OR 97070-9282

Enclose your remittance, payable to XTRA Lease with this payment coupon.
On your remittance, please indicate to which invoice(s) you wish this payment to be applied.

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax
136295	067026271		Rental	01/19/09	02/15/09	$ 275.00	OR
VAN, ROAD, 53-0, A-RIDE, OHD			Est. Miles - 50	01/19/09	02/15/09	$ 1.50	OR
Authorized By Christy Dollar							
Q10337	067026286		Rental	01/19/09	01/23/09	$ 100.00	OR
VAN, STORAGE, 48'			Miles - Out 80527 in 87804	01/23/09	01/23/09	$ 192.93	OR
Authorized By Christy Dollar							
Wkly/Dly rate used on termination.							
007277 actual miles@ 0.030/mi= $218.31							
less prior estimated billing: - $25.38							
Q15510	067027861		Rental	01/19/09	02/15/09	$ 175.00	OR
VAN, ROAD, 48-0, S-RIDE, OHD			Est. Miles - 50	01/19/09	02/15/09	$ 1.50	OR
Authorized By Christy Dollar							
Q15566	067026292		Rental	01/19/09	02/15/09	$ 250.00	OR
VAN, ROAD, 48-0, S-RIDE, OHD			Est. Miles - 50	01/19/09	02/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U28814	067027249		Rental	01/19/09	02/15/09	$ 275.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 50	01/19/09	02/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U29547	067026273		Rental	01/19/09	02/15/09	$ 275.00	OR
VAN, ROAD, 53-0, A-RIDE, OHD			Est. Miles - 50	01/19/09	02/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U35794	067027252		Rental	01/19/09	02/15/09	$ 275.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 50	01/19/09	02/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U42059	067027284		Rental	01/19/09	02/15/09	$ 275.00	OR
VAN, ROAD, 53-0, A-RIDE, OHD			Est. Miles - 50	01/19/09	02/15/09	$ 1.50	OR
Authorized By Christy Dollar							
W48986	067027296		Rental	01/19/09	02/13/09	$ 300.00	OR
VAN, ROAD, 53-0, A-RIDE, OHD							
Authorized By Christy Dollar							
Wkly/Dly rate used on termination.							

Invoice No.: 01904146
Invoice Date: 02/17/09
Customer No.: 47BU4

For Inquiries or Correspondence
XTRA Lease
4301 North Suttle Road
Portland, OR 97217
(503) 283-1030

XTRA LEASE

Thank you!

XTRA LEASE

Invoice No. 01904146
Invoice Date: 02/17/09
Payment Terms: Net 10
Page Number: 2 of 2
Customer No.: 47BU4

G.I. JOE'S DBA JOE'S SPORTS, INC.

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax

Sub Total:	$ 2,403.43
Total Tax:	$ 0.00
PLEASE REMIT THIS AMOUNT USD:	$ 2,403.43

XTRA LEASE

XTRA LEASE

Forget rebills for nuisance repairs when you rent from XTRA Lease. It's part of our Excellence Commitment that promises you great service. Contact your local branch for details.

Invoice No. 01904147
Invoice Date: 02/17/09
Payment Terms: Net 10
Page Number: 1 of 2
Customer No.: 47BU4
Invoice Amount: $4,575.00
Amount Paid: _____

Remit to:
XTRA Lease
PO Box 99262
Chicago IL 60693-9262
United States

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE OR 97070-9282

Enclose your remittance, payable to XTRA Lease with this payment coupon.
On your remittance, please indicate to which invoice(s) you wish this payment to be applied.

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax
U11205	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U11905	067L172002		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, STORAGE, 53' TO 57'			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U11906	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, STORAGE, 53' TO 57'			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U11907	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, STORAGE, 53' TO 57'			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U11911	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, STORAGE, 53' TO 57'			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U13637	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U15407	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U16946	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U22350	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U22834	067L172002		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U23749	067L172002		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U23827	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U24346	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U24423	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR

Invoice No.: 01904147
Invoice Date: 02/17/09
Customer No.: 47BU4

For Inquiries or Correspondence
XTRA Lease
4301 North Suttle Road
Portland, OR 97217
(503) 283-1030

XTRA LEASE

Thank you!

XTRA LEASE

Invoice No. 01904147
Invoice Date: 02/17/09
Payment Terms: Net 10
Page Number: 2 of 2
Customer No.: 47BU4

G.I. JOE'S DBA JOE'S SPORTS, INC.

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax
U24456	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U27794	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U27796	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U28099	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U28812	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U28847	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U28964	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U29807	067L172002		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U32197	067L172002		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U32264	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR
U33496	067L172001		Rental	02/16/09	03/15/09	$ 180.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 100	02/16/09	03/15/09	$ 3.00	OR

Sub Total:	$ 4,575.00
Total Tax:	$ 0.00
PLEASE REMIT THIS AMOUNT USD:	$ 4,575.00

XTRA LEASE

XTRA LEASE

Looking for more storage space? Forget expensive warehouses. Take advantage of a low-cost storage solution on wheels to fit your business needs. Contact your local branch.

Invoice No. 01919352
Invoice Date: 03/17/09
Payment Terms: Net 10
Page Number: 1 of 1
Customer No.: 47BU4
Invoice Amount: $1,810.50
Amount Paid: _____

Remit to:
XTRA Lease
PO Box 99262
Chicago IL 60693-9262
United States

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE OR 97070-9282

Enclose your remittance, payable to XTRA Lease with this payment coupon.
On your remittance, please indicate to which invoice(s) you wish this payment to be applied.

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax
136295	067026271		Rental	02/16/09	03/15/09	$ 275.00	OR
VAN, ROAD, 53-0, A-RIDE, OHD			Est. Miles - 50	02/16/09	03/15/09	$ 1.50	OR
Authorized By Christy Dollar							
Q15510	067027861		Rental	02/16/09	03/15/09	$ 175.00	OR
VAN, ROAD, 48-0, S-RIDE, OHD			Est. Miles - 50	02/16/09	03/15/09	$ 1.50	OR
Authorized By Christy Dollar							
Q15566	067026292		Rental	02/16/09	03/15/09	$ 250.00	OR
VAN, ROAD, 48-0, S-RIDE, OHD			Est. Miles - 50	02/16/09	03/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U28814	067027249		Rental	02/16/09	03/15/09	$ 275.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 50	02/16/09	03/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U29547	067026273		Rental	02/16/09	03/15/09	$ 275.00	OR
VAN, ROAD, 53-0, A-RIDE, OHD			Est. Miles - 50	02/16/09	03/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U35794	067027252		Rental	02/16/09	03/15/09	$ 275.00	OR
VAN, ROAD, 53-0, S-RIDE, OHD			Est. Miles - 50	02/16/09	03/15/09	$ 1.50	OR
Authorized By Christy Dollar							
U42059	067027284		Rental	02/16/09	03/15/09	$ 275.00	OR
VAN, ROAD, 53-0, A-RIDE, OHD			Est. Miles - 50	02/16/09	03/15/09	$ 1.50	OR
Authorized By Christy Dollar							

Sub Total:	$ 1,810.50
Total Tax:	$ 0.00
PLEASE REMIT THIS AMOUNT USD:	$ 1,810.50

Invoice No.: 01919352
Invoice Date: 03/17/09
Customer No.: 47BU4

For Inquiries or Correspondence
XTRA Lease
4301 North Suttle Road
Portland, OR 97217
(503) 283-1030

XTRA LEASE

Thank you!

XTRA LEASE

Did you know that XTRA Lease offers our pre-owned trailers for sale? All of our trailers are packed with XTRA value and we've recently reduced our prices! Contact your local branch for details.

Invoice No. 01947654
Invoice Date: 05/12/09
Payment Terms: Net 10
Page Number: 1 of 3
Customer No.: 47BU4
Invoice Amount: $54,366.69
Amount Paid: _____

Remit to:
XTRA Lease
PO Box 99262
Chicago IL 60693-9262
United States

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE OR 97070-9282

Enclose your remittance, payable to XTRA Lease with this payment coupon.
On your remittance, please indicate to which invoice(s) you wish this payment to be applied.

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax
U11205	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U11905	067L172002		Min Trm Charge	05/11/09	06/02/10	$ 2,494.30	OR
VAN, STORAGE, 53' TO 57'							
Minimum term billing.							
U11906	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, STORAGE, 53' TO 57'							
Minimum term billing.							
U11907	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, STORAGE, 53' TO 57'							
Minimum term billing.							
U11911	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, STORAGE, 53' TO 57'							
Minimum term billing.							
U13637	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, STORAGE, 53' TO 57'							
Minimum term billing.							
U15407	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U16946	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U22350	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U22834	067L172002		Min Trm Charge	05/11/09	06/02/10	$ 2,494.30	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							

Invoice No.: 01947654
Invoice Date: 05/12/09
Customer No.: 47BU4

For Inquiries or Correspondence
XTRA Lease
4301 North Suttle Road
Portland, OR 97217
(503) 283-1030

Reprint of Original

XTRA LEASE

Thank you!

XTRA LEASE

Invoice No. 01947654
Invoice Date: 05/12/09
Payment Terms: Net 10

Customer No.: 47BU4

G.I. JOE'S DBA JOE'S SPORTS, INC.

Reprint of Original

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax
U23749	067L172002		Min Trm Charge	05/11/09	06/02/10	$ 2,494.30	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U23827	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U24346	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U24423	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U24456	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U27794	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U27796	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U28099	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U28812	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U28847	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U28964	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U29807	067L172002		Min Trm Charge	05/11/09	06/02/10	$ 2,494.30	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							

XTRA LEASE

Invoice No. 01947654
Invoice Date: 05/12/09
Payment Terms: Net 10
Page Number: 3 of 3
Customer No.: 47BU4

G.I. JOE'S DBA JOE'S SPORTS, INC.

Reprint of Original

Unit #	Agreement #	PO #	Charge Description	From	Thru	Amount	Tax
U32197	067L172002		Min Trm Charge	05/11/09	06/02/10	$ 2,494.30	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							
U33496	067L172001		Min Trm Charge	05/11/09	04/18/10	$ 2,205.01	OR
VAN, ROAD, 53-0, S-RIDE, OHD							
Minimum term billing.							

Sub Total:	$ 54,366.69
Total Tax:	$ 0.00
PLEASE REMIT THIS AMOUNT USD:	$ 54,366.69

XTRA LEASE

067L172

Equipment Lease Agreement No.: 067L172

EQUIPMENT LEASE AGREEMENT
Between
XTRA LEASE LLC, 1801 PARK 270 DRIVE, SUITE 400, SAINT LOUIS, Missouri 63146-4020
and
G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD.
WILSONVILLE, OR 97070

XTRA Lease LLC a **Delaware limited liability company** and **G.I. JOE'S DBA JOE'S SPORTS, INC.**, a **Oregon Corporation ("Lessee")**, agree that **XTRA Lease** will provide to **Lessee** the Equipment described on each Schedule A attached hereto and made a part hereof. As used herein, each piece of Equipment, including any Trailer Tracking Unit and related sensors, if applicable (the "Trailer Tracking Unit") installed thereon, referred to on a Schedule A shall be referred to as a "Unit", and all Units shall be referred to as "Equipment". In addition, all other capitalized terms used herein and not specifically defined shall have the meaning set forth in XTRA Lease's Standard Terms and Conditions (the "Standard Terms and Conditions"). **Lessee** acknowledges it has reviewed and agrees to comply with the Standard Terms and Conditions, which are available on XTRA Lease's Web Site at: http://www.xtralease.com. **Lessee** does accept and lease such Equipment upon the following terms and conditions:

A. **TERM:** This Equipment Lease Agreement shall be effective as of the effective date of each Schedule A and shall continue for the term provided in each Schedule A attached hereto and made a part hereof, as each such Schedule A may be amended or supplemented from time to time. Except upon Default by **Lessee**, this Equipment Lease Agreement shall terminate upon either (1) the expiration of the Original Term of each Schedule A attached hereto, or (2) the redelivery of all the Equipment as provided hereunder, whichever occurs later. Upon expiration of the Original Term of each Schedule A attached hereto, **XTRA Lease** reserves the right to change, upon thirty (30) days prior written notice, any term or provision thereof, including without limitation, the Use Charges to be paid thereunder.

B. **EQUIPMENT DESCRIPTION/USE CHARGES:** The Equipment covered hereby, and the Use Charges payable to **XTRA Lease** for the use of such Equipment and the Communication Services, together with any mileage, tire tread wear, brake wear, refrigeration or other charges, if any, are set forth on each Schedule A attached hereto and made a part hereof. Such use and other charges shall commence with respect to each Unit on the date such Unit is available for delivery to or pickup by **Lessee**.

C. **EQUIPMENT DELIVERY/PICKUP:** The Equipment shall be made available for delivery to or pickup by **Lessee** at the locations set forth on each Schedule A attached hereto or at such other locations(s) which may be mutually agreed upon.

D. **PAYMENT TERMS:** **Lessee** shall be invoiced in advance for all use and other charges hereunder and shall pay all invoices within ten (10) days from date of invoice. Additional charges for Communications Services in excess of the monthly plan selected by Customer shall be billed to **Lessee** in arrears and shall be payable within ten (10) days from date of invoice. Use Charges shall be computed on a pro-rata daily basis for any Unit which is in **Lessee's** possession or control for any partial

billing period, provided however, that **Lessee**, upon termination, shall be responsible for and pay to **XTRA Lease** the Use Charges for the full billing period during which a Unit is redelivered to **XTRA Lease.**

E. **EQUIPMENT TERMINATION/DROPOFF:** **Lessee** shall redeliver any Equipment, at **Lessee's** expense and subject to applicable restrictions and dropoff charges, if any, and in accordance with the Standard Terms and Conditions, to the **XTRA Lease** locations set forth on each Schedule A attached hereto, or to such other location(s) which may be mutually agreed upon.

THE EQUIPMENT LEASED HEREUNDER IS SUBJECT TO XTRA LEASE'S STANDARD TERMS AND CONDITIONS, WHICH ARE AVAILABLE ON XTRA LEASE'S WEB SITE AT: HTTP://WWW.XTRALEASE.COM AND SUCH STANDARD TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO THIS EQUIPMENT LEASE AGREEMENT AND SHALL APPLY IN ALL RESPECTS EXCEPT TO THE EXTENT THE SAME MAY HAVE BEEN SPECIFICALLY MODIFIED HEREIN. THIS EQUIPMENT LEASE AGREEMENT, TOGETHER WITH ALL SCHEDULES A HERETO, AS SUCH SCHEDULES MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND XTRA LEASE'S STANDARD TERMS AND CONDITIONS AS MODIFIED HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL OTHER AGREEMENTS AND UNDERSTANDINGS. IN THE EVENT OF AN IRRECONCILABLE CONFLICT, DISCREPANCY, ERROR, OR OMISSION, WITHIN THE LEASE TERMS APPLICABLE TO THE EQUIPMENT, THE FOLLOWING DESCENDING ORDER OF PRECEDENCE SHALL GOVERN: (A) AN AMENDMENT TO THE SCHEDULE A; (B) THE SCHEDULE A; (C) THIS EQUIPMENT LEASE AGREEMENT; (D) THE STANDARD TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Equipment Lease Agreement to be executed by an officer thereunto duly authorized, each pursuant to due corporate authority.

XTRA Lease LLC
(Lessor)

By: Todd Feigenbaum
Title: Risk Services Manager
Date: 2/19/08

Form 12/06

G.I. JOE'S DBA JOE'S SPORTS, INC.
(Lessee)

By: Steve Oakley
Print: STEVE OAKLEY
Title: DIRECTOR OF LOGISTICS
Date: 2-19-08

067L172001

Equipment Lease Agreement No.:067L172

Date of Schedule A-1 : 2/8/2008

SCHEDULE A-1

TERM: Shall be either (i) 24 Months from the date the last Unit is available for delivery or picked up by Lessee or the date this Schedule A is executed by **XTRA Lease** as set forth below, whichever is later (the "Original Term").

EQUIPMENT DESCRIPTION/TRANSACTION CHARGES: Each rate below is charged per Unit leased. Each rate is charged per billing period, unless a different measure of time is stated on the individual charge description.

EQUIPMENT TYPE #1

Equipment Type	Model Years	Quantity
VAN, ROAD, 53-0, S-RIDE, OHD	1995 - 1999	20

Lease Terms (Per Unit)	Rates/Billing Period (or as specified)
Rental	$ 180.0000 / 4 Week
ETO Chg Month 13	$ 1.0000 / Once
Estimated Miles	100.0000 / Billing Period
Mileage	$ 0.0300 / Mile

Designated Unit(s)

Count	Unit Number	Delivery Date	Delivery Location
1	U11906	To Be Determined	PORTLAND
2	U33496	To Be Determined	PORTLAND
3	U28964	To Be Determined	PORTLAND
4	U28812	To Be Determined	PORTLAND
5	U28099	To Be Determined	PORTLAND
6	U27796	To Be Determined	PORTLAND
7	U27794	To Be Determined	PORTLAND
8	U24456	To Be Determined	PORTLAND
9	U24423	To Be Determined	PORTLAND
10	U22350	To Be Determined	PORTLAND
11	U16946	To Be Determined	PORTLAND

12	U15407	To Be Determined	PORTLAND
13	U13637	To Be Determined	PORTLAND
14	U11911	To Be Determined	PORTLAND
15	U28847	To Be Determined	PORTLAND
16	U11907	Conversion	PORTLAND
17-20	To Be Determined	To Be Determined	To Be Determined

TOTAL NUMBER OF UNITS (all types): 20

If actual Units have not been assigned at the time of execution of the Equipment Lease Agreement referred to above and this Schedule A thereto, actual Unit numbers will be sent to Lessee under separate cover after the Units have been delivered to or been picked up by the Lessee.

MILEAGE

MILEAGE CHARGE: The mileage charge shall be paid based on actual miles traveled until the Unit is returned. The indicated amount of estimated miles will be charged per billing period. Miles traveled will be measured by a mileage recording device attached to each Unit. In the event the mileage recording device fails to function properly, miles traveled will be charged based on an estimate of 500 miles per week.

STANDARD MAINTENANCE SERVICE AGREEMENT

Lessee agrees to make the Equipment available at an **XTRA Lease** location at six (6) month intervals or twenty five thousand (25,000) miles, whichever comes first. Upon **Lessee** making the Equipment available at such locations, unless the terms of the Lease state otherwise, **XTRA Lease** agrees to conduct inspections of the Equipment including any Federal Department of Transportation ("DOT") inspections and provide, at its expense, replacement tires, brakes, lights, lubricants and any other parts worn due to normal wear as needed; provided however, **Lessee** shall be responsible for all expenses relating to replacement tires, brakes, lights, lubricants and any other parts which are broken, inoperable or worn for reasons other than normal wear, including but not limited to the action or inaction of the **Lessee.** Any tires replaced at locations other than **XTRA Lease** facilities must be returned to **XTRA Lease** within thirty (30) days of such replacement. Upon failure to do so, **XTRA Lease** will invoice Lessee for the full cost of such tires, including all labor costs and any drayage and road service charges, and **Lessee** shall be responsible therefore. If Equipment is equipped with radial tires, **Lessee** shall return the Equipment with radial tires of equal quality, as determined by **XTRA Lease**, in its sole discretion. Upon failure to do so, **XTRA Lease** will install new radial tires on such Equipment, and **Lessee** shall be responsible for the full cost of such replacement, including all labor costs and road service charges, if any. **Lessee** must notify **XTRA Lease** promptly of any potential mechanical failure or problem.

Equipment Lease Agreement No.:067L172 Date of Schedule A-1 : 2/8/2008

EARLY TERMINATION OPTION PROVISION

Provided **Lessee** is not in Default of the Equipment Lease Agreement identified above, including any Schedule A thereto, **Lessee** shall have the option to redeliver all (and only all) of the Equipment covered in this Schedule A (the "Early Termination Option"). This option shall be exercisable only during specified months following the beginning of the Original Term of this Schedule A. These months, together with a corresponding surcharge amount for each type of Equipment leased, are specified in the Lease Terms section of this Schedule A. If the option is exercised during a listed month, **Lessee** shall pay **XTRA Lease** the corresponding surcharge amount for each type of Equipment, per billing period per Unit from the original delivery or pickup date to the redelivery date of such Unit.

The Early Termination Option can only be exercised during the months set forth above and **Lessee** shall give **XTRA Lease** prior written notice of its intention to do so at least sixty (60) days prior to the applicable month of exercise.

The Original Term of this Schedule A shall be deemed terminated as of the exercise of the Early Termination Option and the Equipment shall be redelivered in accordance with the terms and conditions of the Equipment Lease Agreement. It is expressly agreed to and acknowledged by the **Lessee** for the period between the exercise of the Early Termination Option and redelivery of the Units, the Use Charges payable by **Lessee** for the Equipment shall revert to **XTRA Lease's** standard card rates, or in the event that there exists a National Account Agreement between **XTRA Lease** and the **Lessee**, the applicable national account rental rates, at the next billing period.

Equipment Lease Agreement No.:067L172

Date of Schedule A-1 : 2/8/2008

THIS SCHEDULE A IS HEREBY MADE A PART OF AND INCORPORATED INTO, AND THE USE OF THE EQUIPMENT DESCRIBED HEREIN IS SUBJECT TO, THE EQUIPMENT LEASE AGREEMENT IDENTIFIED ABOVE, INCLUDING WITHOUT LIMITATION XTRA LEASE'S STANDARD TERMS AND CONDITIONS INCORPORATED BY REFERENCE THEREIN, AS SUCH STANDARD TERMS AND CONDITIONS MAY HAVE BEEN SPECIFICALLY MODIFIED. IN THE EVENT OF AN IRRECONCILABLE CONFLICT, DISCREPANCY, ERROR, OR OMISSION, WITHIN THE LEASE TERMS APPLICABLE TO THE EQUIPMENT, THE FOLLOWING ORDER OF PRECEDENCE SHALL GOVERN: (A) AN AMENDMENT TO THE SCHEDULE; (B) THE SCHEDULE A; (C) THE EQUIPMENT LEASE AGREEMENT; (D) THE STANDARD TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule A to be executed by an officer thereunto duly authorized, each pursuant to due corporate authority.

XTRA Lease LLC
(Lessor)

By: Todd Feigenbaum
Title: Risk Services Manager
Date: 02/19/08

Form 12/05

G.I. JOE'S DBA JOE'S SPORTS, INC.
(Lessee)

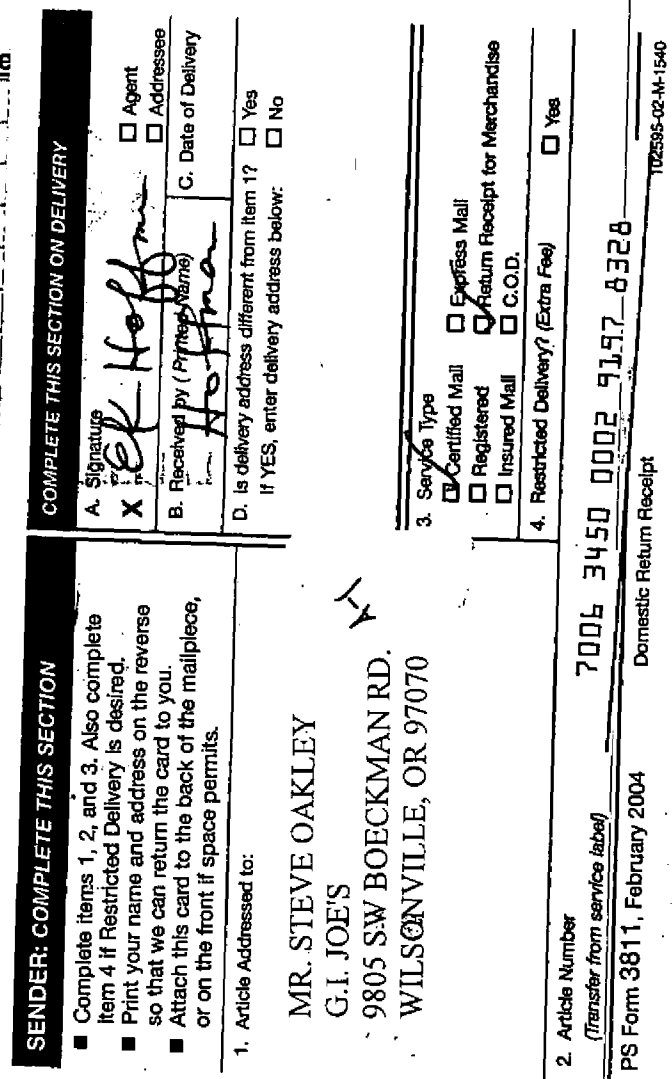
By: Steve Oakley
Print: STEVE OAKLEY
Title: DIRECTOR OF LOGISTICS
Date: 2-18-08

Equipment Lease
Agreement No.: 067L172 **Schedule A-1**

G.I. JOE'S
(Lessee)

LIST OF UNITS OF EQUIPMENT:

Unit Number	Delivery Date
U11907	CONVERSION
U11906	02/19/2008
U33496	02/27/2008
U28964	03/04/2008
U28812	03/04/2008
U28099	03/07/2008
U27796	03/07/2008
U27794	03/10/2008
U24456	03/10/2008
U24423	03/11/2008
U22350	04/18/2008
U16946	03/11/2008
U15407	03/14/2008
U13637	03/14/2008
U11911	03/21/2008
U28847	03/21/2008
U32264	04/18/2008
U11205	04/18/2008
U23827	03/25/2008
U24346	03/25/2008



As of the date set forth above, there are a total of 20 units on lease pursuant to this Schedule A.

067L172002

Equipment Lease Agreement No.:067L172

Date of Schedule A-2 : 5/2/2008

SCHEDULE A-2

TERM: Shall be either (i) 24 Months from the date the last Unit is available for delivery or picked up by Lessee or the date this Schedule A is executed by **XTRA Lease** as set forth below, whichever is later (the "Original Term").

EQUIPMENT DESCRIPTION/TRANSACTION CHARGES: Each rate below is charged per Unit leased. Each rate is charged per billing period, unless a different measure of time is stated on the individual charge description.

EQUIPMENT TYPE #1

Equipment Type	Model Years	Quantity
VAN, ROAD, 53-0, S-RIDE, OHD	1998 - 1999	5

Lease Terms (Per Unit)	Rates/Billing Period (or as specified)
Rental	$ 180.0000 / 4 Week
ETO Chg Month 13	$ 1.0000 / Once
Estimated Miles	100.0000 / Billing Period
Mileage	$ 0.0300 / Mile

Designated Unit(s)

Count	Unit Number	Delivery Date	Delivery Location
1	U11905	To Be Determined	PORTLAND
2	U32197	To Be Determined	PORTLAND
3	U23749	To Be Determined	PORTLAND
4-5	To Be Determined	To Be Determined	To Be Determined

TOTAL NUMBER OF UNITS (all types): 5

If actual Units have not been assigned at the time of execution of the Equipment Lease Agreement referred to above and this Schedule A thereto, actual Unit numbers will be sent to Lessee under separate cover after the Units have been delivered to or been picked up by the Lessee.

Equipment Lease Agreement No.:067L172 **Date of Schedule A-2 : 5/2/2008**

MILEAGE

MILEAGE CHARGE: The mileage charge shall be paid based on actual miles traveled until the Unit is returned. The indicated amount of estimated miles will be charged per billing period. Miles traveled will be measured by a mileage recording device attached to each Unit. In the event the mileage recording device fails to function properly, miles traveled will be charged based on an estimate of 500 miles per week.

STANDARD MAINTENANCE SERVICE AGREEMENT

Lessee agrees to make the Equipment available at an **XTRA Lease** location at six (6) month intervals or twenty five thousand (25,000) miles, whichever comes first. Upon **Lessee** making the Equipment available at such locations, unless the terms of the Lease state otherwise, **XTRA Lease** agrees to conduct inspections of the Equipment including any Federal Department of Transportation ("DOT") inspections and provide, at its expense, replacement tires, brakes, lights, lubricants and any other parts worn due to normal wear as needed; provided however, **Lessee** shall be responsible for all expenses relating to replacement tires, brakes, lights, lubricants and any other parts which are broken, inoperable or worn for reasons other than normal wear, including but not limited to the action or inaction of the **Lessee.** Any tires replaced at locations other than **XTRA Lease** facilities must be returned to **XTRA Lease** within thirty (30) days of such replacement. Upon failure to do so, **XTRA Lease** will invoice Lessee for the full cost of such tires, including all labor costs and any drayage and road service charges, and **Lessee** shall be responsible therefore. If Equipment is equipped with radial tires, **Lessee** shall return the Equipment with radial tires of equal quality, as determined by **XTRA Lease**, in its sole discretion. Upon failure to do so, **XTRA Lease** will install new radial tires on such Equipment, and **Lessee** shall be responsible for the full cost of such replacement, including all labor costs and road service charges, if any. **Lessee** must notify **XTRA Lease** promptly of any potential mechanical failure or problem.

EARLY TERMINATION OPTION PROVISION

Provided **Lessee** is not in Default of the Equipment Lease Agreement identified above, including any Schedule A thereto, **Lessee** shall have the option to redeliver all (and only all) of the Equipment covered in this Schedule A (the "Early Termination Option"). This option shall be exercisable only during specified months following the beginning of the Original Term of this Schedule A. These months, together with a corresponding surcharge amount for each type of Equipment leased, are specified in the Lease Terms section of this Schedule A. If the option is exercised during a listed month, **Lessee** shall pay **XTRA Lease** the corresponding surcharge amount for each type of Equipment, per billing period per Unit from the original delivery or pickup date to the redelivery date of such Unit.

Equipment Lease Agreement No.:067L172 **Date of Schedule A-2 : 5/2/2008**

The Early Termination Option can only be exercised during the months set forth above and **Lessee** shall give **XTRA Lease** prior written notice of its intention to do so at least sixty (60) days prior to the applicable month of exercise.

The Original Term of this Schedule A shall be deemed terminated as of the exercise of the Early Termination Option and the Equipment shall be redelivered in accordance with the terms and conditions of the Equipment Lease Agreement. It is expressly agreed to and acknowledged by the **Lessee** for the period between the exercise of the Early Termination Option and redelivery of the Units, the Use Charges payable by **Lessee** for the Equipment shall revert to **XTRA Lease's** standard card rates, or in the event that there exists a National Account Agreement between **XTRA Lease** and the **Lessee**, the applicable national account rental rates, at the next billing period.

Equipment Lease Agreement No.:067L172 Date of Schedule A-2 : 5/2/2008

THIS SCHEDULE A IS HEREBY MADE A PART OF AND INCORPORATED INTO, AND THE USE OF THE EQUIPMENT DESCRIBED HEREIN IS SUBJECT TO, THE EQUIPMENT LEASE AGREEMENT IDENTIFIED ABOVE, INCLUDING WITHOUT LIMITATION XTRA LEASE'S STANDARD TERMS AND CONDITIONS INCORPORATED BY REFERENCE THEREIN, AS SUCH STANDARD TERMS AND CONDITIONS MAY HAVE BEEN SPECIFICALLY MODIFIED. IN THE EVENT OF AN IRRECONCILABLE CONFLICT, DISCREPANCY, ERROR, OR OMISSION, WITHIN THE LEASE TERMS APPLICABLE TO THE EQUIPMENT, THE FOLLOWING ORDER OF PRECEDENCE SHALL GOVERN: (A) AN AMENDMENT TO THE SCHEDULE; (B) THE SCHEDULE A; (C) THE EQUIPMENT LEASE AGREEMENT; (D) THE STANDARD TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule A to be executed by an officer thereunto duly authorized, each pursuant to due corporate authority.

XTRA Lease LLC
(Lessor)

By: WILLIAM HORNER

Title: DIRECTOR OF PRICING

Date: 6/02/08

Form 12/06

G.I. JOE'S DBA JOE'S SPORTS, INC.
(Lessee)

By: Steve Oakley

Print: STEVE OAKLEY

Title: DIRECTOR OF LOGISTICS

Date: 5-20-08

Customer	Lease ID	Rental ID	Eqp Nbr	Status	Start Date
G.I. JOE'S DBA JOE'S SPORTS, INC.	067L172	067027167	U11905	Active	05/02/2008
G.I. JOE'S DBA JOE'S SPORTS, INC.	067L172	067027168	U23749	Active	05/02/2008
G.I. JOE'S DBA JOE'S SPORTS, INC.	067L172	067027169	U32197	Active	05/02/2008
G.I. JOE'S DBA JOE'S SPORTS, INC.	067L172	067027189	U22834	Active	05/07/2008
G.I. JOE'S DBA JOE'S SPORTS, INC.	067L172	067027190	U29807	Active	05/07/2008

As of the date set forth above, there are a total of 5 units on lease pursuant to this Schedule A-2.

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Steve Oakley
G.I. JOE'S
9805 SW Boeckman Rd
Wilsonville, OR 97070

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Hoffma C. Date of Delivery 8/4/08

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7006 3450 0002 9193 5970

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EQUIPMENT RENTAL AGREEMENT # 067026271

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2008

Unit #: XCTR 136295
VIN #: 1PT01JAH7W6 002485
License Plate #: T157025
Plate State: TN
Unit Description: VAN, ROAD, 53-0, A-RIDE, OHD 1998 TRAILMOBILE
Reefer Serial #:
Unit Last DOT Inspection: 08/2007

Lessee shall pay for leased unit at a rate of

Rental	35.0000 / Day
Rental	175.0000 / Week
Rental	275.0000 / 4 Week
Mileage	0.0300 / Mile
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE BACHMAN

Date Out: 10/03/2007 11:51
Registration: PRESENT

Tires

LOF	OTCP 11/32	**LOR**	GYCP 8/32
LIF	OTCP 11/32	**LIR**	OTCP 7/32
ROF	BRGS 7/32	**ROR**	BRGS 8/32
RIF	GYCP 10/32	**RIR**	BRGS 9/32

Size 295/75R 22.5
Brakes **FA** 3/8 3/8 **RA** 3/8 3/8
Hubodometer Out: 184670
Trailer Tracking MSN: 120166104

Reefer Information

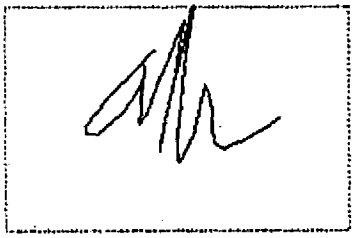
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W



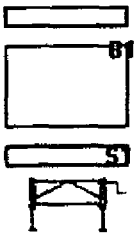
DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

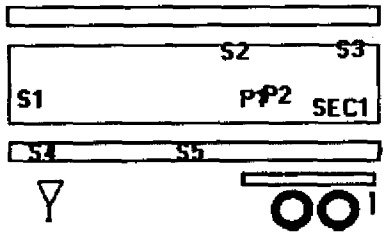
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

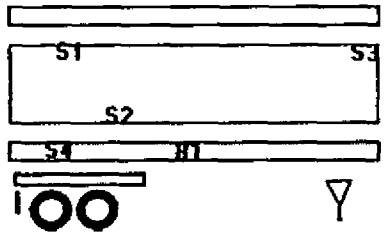
Front



Left Side



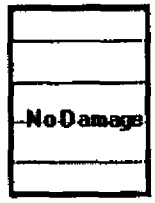
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Right Side	Bottom Rail	B1-Bent	**Int Right Panel**		No Damage	**Int Roof**		No Damage
Rear		No Damage	**Int Left Panel**		No Damage			

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026286

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Unit #: OTRT Q10337

VIN #: 1NNVA4824TM 268628
License Plate #: HQ53637

Plate State: OR
Unit Description: VAN, ROAD, 48-0, S-RIDE, OHD 1996 MONON

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee shall pay for leased unit at a rate of

Rental	20.0000 / Day
Rental	100.0000 / Week
Rental	250.0000 / 4 Week
Mileage	0.0300 / Mileage
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection Inspector: MATTHEW, RUTLAND

Date Out: 10/03/2007 15:41
Registration: PRESENT

Tires

LOF	GYCP 12/32	**LOR**	GYCP 12/32
LIF	GYCP 12/32	**LIR**	GYCP 12/32
ROF	GYCP 8/32	**ROR**	GYCP 10/32
RIF	GYCP 8/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer Out: 80527
Trailer Tracking MSN: 120178000

Reefer Information

Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment: N/A Brake System: N/A
Suspension: N/A Tires & Wheels: N/A
Vehicle Connection Device: N/A

Driver Signature

Name: V DRACHAR
License #: DRACHVA417B1 W

Inbound Inspection Inspector: DAVID, WYLIE

Date In: 01/23/2009 15:37
Registration: PRESENT

Tires

LOF	GYCP 12/32	**LOR**	GYCP 12/32
LIF	GYCP 12/32	**LIR**	GYCP 12/32
ROF	GYCP 8/32	**ROR**	GYCP 10/32
RIF	GYCP 8/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer In: 87804
Trailer Tracking MSN: 120178000

Reefer Information

Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment: N/A Brake System: N/A
Suspension: N/A Tires & Wheels: N/A
Vehicle Connection Device: N/A

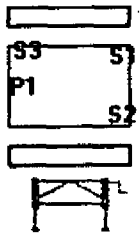
Driver Signature

Name: L LAMB
License #: 1459251 OR

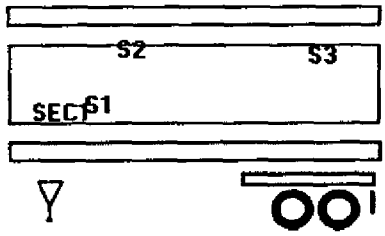
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

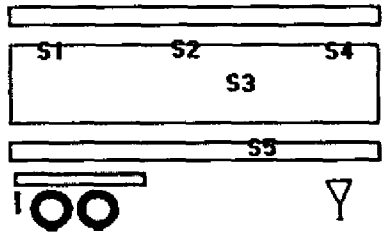
Front



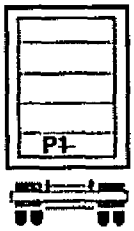
Left Side



Right Side

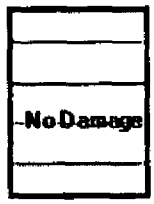


Rear

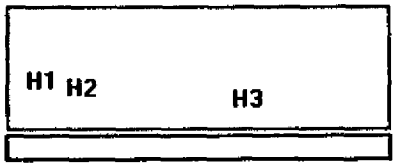


Undr Crg

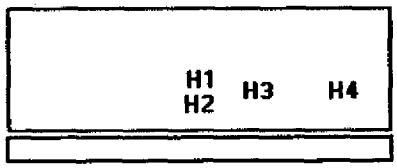
Int Doors



Int Right Panel

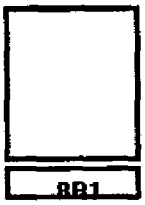


Int Left Panel



Int Floor

Int Front



Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Left Panel**	Left Side	H4-Hole
Left Side		See Above			H2-Hole	**Int Floor**		No Damage
Right Side		See Above			H3-Hole	**Int Front**	Front Wall	BR1-Broken
Rear		See Above	**Int Left Panel**	Left Side	H1-Hole	**Int Roof**		See Above
Undr Crg		No Damage			H2-Hole			
Int Doors		No Damage			H3-Hole			

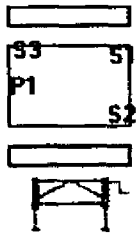
Note(s)/Comment(s)

Miscellaneous

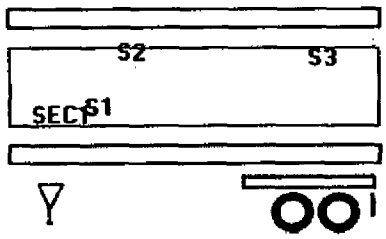
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

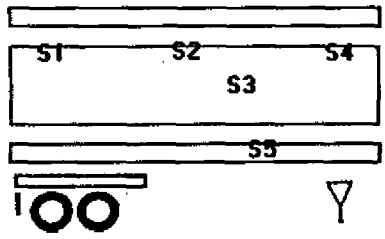
Front



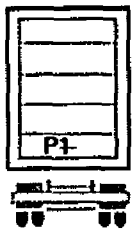
Left Side



Right Side

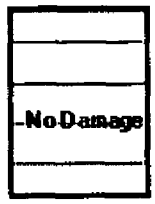


Rear

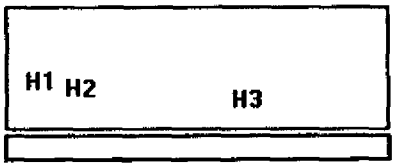


Undr Crg

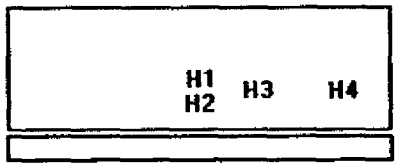
Int Doors



Int Right Panel

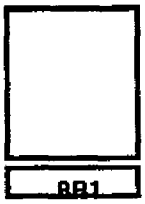


Int Left Panel



Int Floor

Int Front



Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Left Panel**	Left Side	H4-Hole
Left Side		See Above			H2-Hole	**Int Floor**		No Damage
Right Side		See Above			H3-Hole	**Int Front**	Front Wall	BR1-Broken
Rear		See Above	**Int Left Panel**	Left Side	H1-Hole	**Int Roof**		See Above
Undr Crg		No Damage			H2-Hole			
Int Doors		No Damage			H3-Hole			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027861

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT Q15510

VIN #: 1GRAA962XXS 065313
License Plate #: 1914439

Plate State: ME
Unit Description: VAN, ROAD, 48-0, S-RIDE, OHD
1999 GREAT DANE

Reefer Serial #:

Unit Last DOT Inspection: 06/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental	20.0000 / Day
Rental	100.0000 / Week
Rental	175.0000 / 4 Week
Mileage	0.0300 / Mile
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL, TISNADO

Date Out: 10/17/2008 09:48

Registration: PRESENT

Tires

LOF	GYCP 9/32	**LOR**	OTCP 12/32
LIF	GYCP 10/32	**LIR**	OTCP 12/32
ROF	GYCP 8/32	**ROR**	OTCP 11/32
RIF	GYCP 11/32	**RIR**	OTCP 11/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 95623

Trailer Tracking MSN: 120138874

Reefer Information

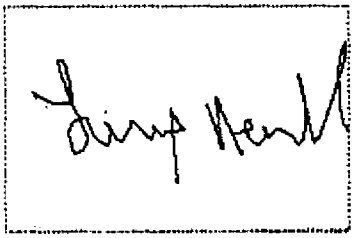
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: L HENDRICKSON
License #: 4082460 OR



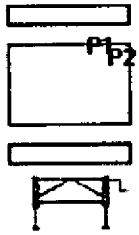
DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

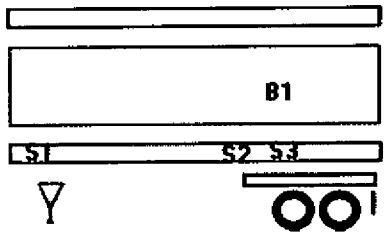
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

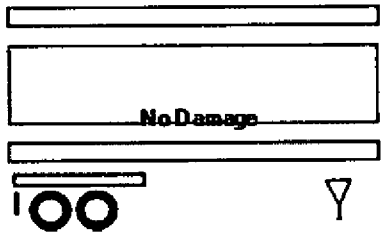
Front



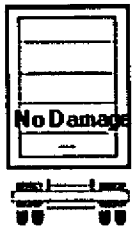
Left Side



Right Side



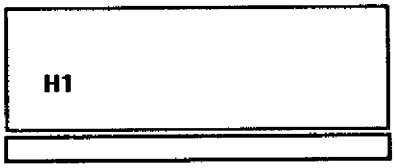
Rear



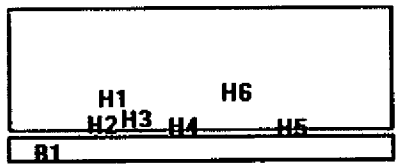
Undr Crg

Int Doors

Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition
Front		See Above
Left Side	Side Panel	B1-Bent
Right Side		No Damage
Rear		No Damage
Undr Crg		No Damage
Int Doors		No Damage

View	Zone	Condition
Int Right Panel	Right Side	H1-Hole
Int Left Panel	Left Side	B1-Bent
		H1-Hole
		H2-Hole
		H3-Hole
		H4-Hole

View	Zone	Condition
Int Left Panel	Left Side	H5-Hole
		H6-Hole
Int Floor		No Damage
Int Front		No Damage
Int Roof		See Above

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026292

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200

Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT Q15566

VIN #: 1GRAA9624XS 065419

License Plate #: 1914495

Plate State: ME

Unit Description: VAN, ROAD, 48-0, S-RIDE, OHD
1999 GREAT DANE

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee shall pay for leased unit at a rate of

Rental	20.0000 / Day
Rental	100.0000 / Week
Rental	250.0000 / 4 Week
Mileage	0.0300 / Mile
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MATTHEW, RUTLAND

Date Out: 10/04/2007 10:45

Registration: PRESENT

Tires

LOF	YOKO 5/32	**LOR**	GYCP 10/32
LIF	YOKO 5/32	**LIR**	GYCP 10/32
ROF	GYCP 7/32	**ROR**	BRGS 10/32
RIF	GYCP 7/32	**RIR**	BRGS 10/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 3/8

Hubodometer Out: 54729

Trailer Tracking MSN: 120112541

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

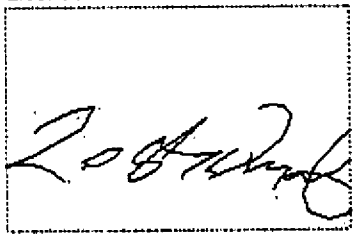
California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: L LAMB

License #: 1459251 OR



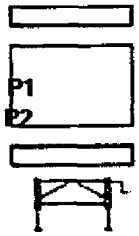
DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

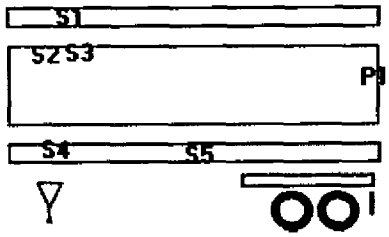
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

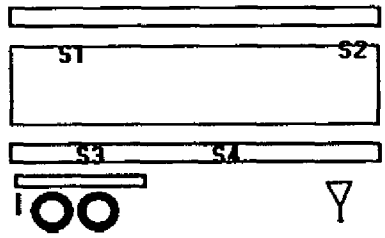
Front



Left Side



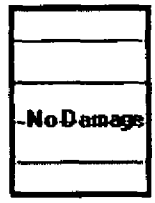
Right Side



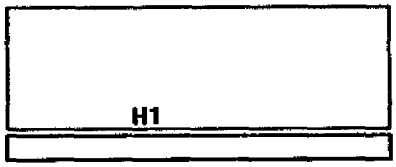
Rear

Undr Crg

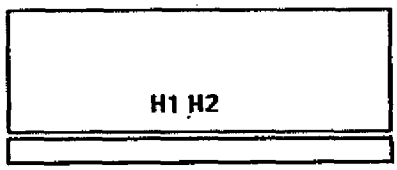
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Left Panel**	Left Side	H2-Hole
Left Side		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Right Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Rear		No Damage	**Int Left Panel**	Left Side	H1-Hole	**Int Roof**		See Above

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027038

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U11205

VIN #: 3H3V532CXST 002590
License Plate #: HQ65225

Plate State: OR
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1995 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 03/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 04/18/2008 10:41
Registration: PRESENT

Tires

LOF	OTCP 11/32	**LOR**	GYCP 8/32
LIF	OTCP 11/32	**LIR**	GYCP 8/32
ROF	GYCP 9/32	**ROR**	GYCP 9/32
RIF	GYCP 9/32	**RIR**	BRGS 15/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer Out: 109930
Trailer Tracking MSN: 120177548

Reefer Information

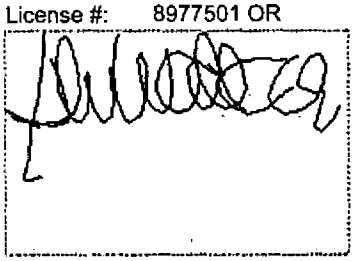
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 05/04/2009 09:16
Registration: PRESENT

Tires

LOF	OTCP 10/32	**LOR**	GYCP 7/32
LIF	OTCP 10/32	**LIR**	GYCP 7/32
ROF	GYCP 7/32	**ROR**	GYCP 2/32
RIF	GYCP 9/32	**RIR**	BRGS 10/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer In: 135625
Trailer Tracking MSN: 120177548

Reefer Information

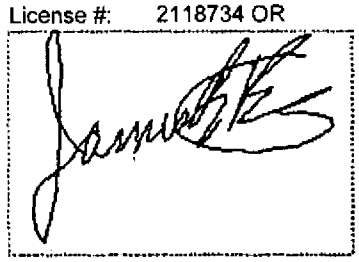
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

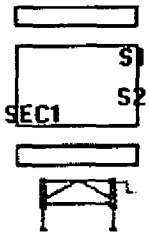
Name: J BRONG
License #: 2118734 OR



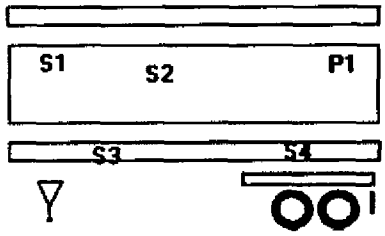
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

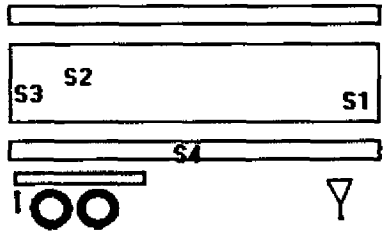
Front



Left Side



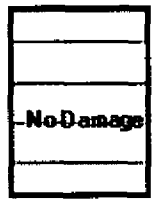
Right Side



Rear

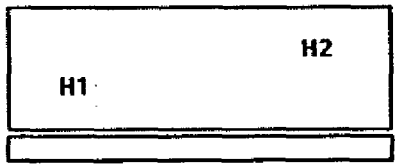
Undr Crg

Int Doors



Int Right Panel

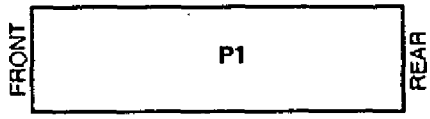
Int Left Panel



Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Left Panel	Left Side	H2-Hole
Left Side		See Above	Int Doors		No Damage	Int Floor		No Damage
Right Side		See Above	Int Right Panel	Right Side	H1-Hole	Int Front		No Damage
Rear		No Damage	Int Left Panel	Left Side	H1-Hole	Int Roof		See Above

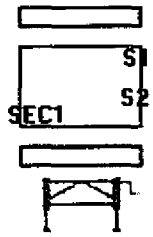
Note(s)/Comment(s)

Miscellaneous

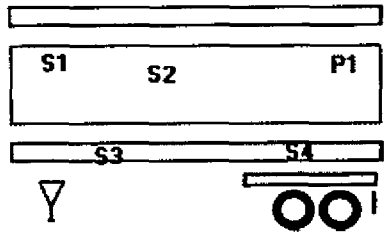
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

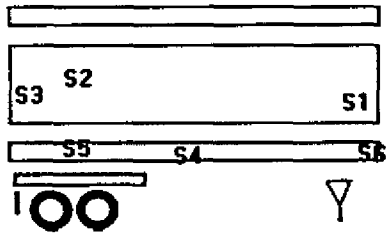
Front



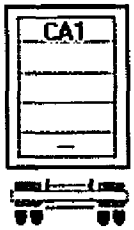
Left Side



Right Side

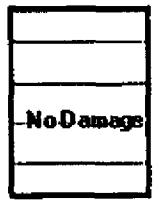


Rear

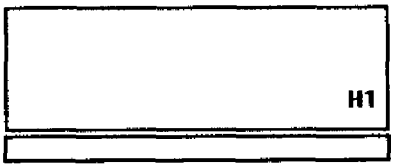


Undr Crg

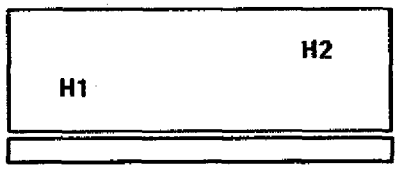
Int Doors



Int Right Panel



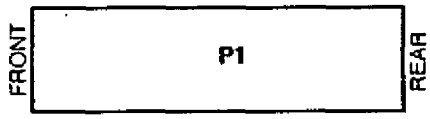
Int Left Panel



Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Left Panel**	Left Side	H2-Hole
Left Side		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Right Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Rear	Door	CA1-Check/Adjust	**Int Left Panel**	Left Side	H1-Hole	**Int Roof**		See Above

Tire & Brake

Tires	1	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Rear CA1 - top of door wont seal

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027167

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1722 dated 6/2/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Unit #: OTRT U11905

VIN #: 3H3V532C7TT 004038
License Plate #: HQ79553

Plate State: OR
Unit Description: VAN, STORAGE, 53' TO 57' 1996 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 04/2008

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1722

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL, TISNADO

Date Out: 05/02/2008 11:36
Registration: PRESENT

Tires

LOF	YOKO 11/32	**LOR**	YOKO 11/32
LIF	YOKO 10/32	**LIR**	YOKO 11/32
ROF	YOKO 11/32	**ROR**	YOKO 11/32
RIF	YOKO 11/32	**RIR**	YOKO 11/32

Size 295/75R 22.5
Brakes **FA** 5/8 5/8 **RA** 5/8 5/8
Hubodometer Out: 26934
Trailer Tracking MSN: 120192248

Reefer Information

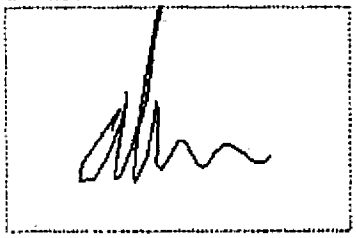
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment: N/A Brake System: N/A
Suspension: N/A Tires & Wheels: N/A
Vehicle Connection Device: N/A

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W



Inbound Inspection **Inspector:** JANICE, BACHMAN

Date In: 05/04/2009 08:40
Registration: PRESENT

Tires

LOF	YOKO 10/32	**LOR**	YOKO 9/32
LIF	YOKO 10/32	**LIR**	YOKO 9/32
ROF	YOKO 10/32	**ROR**	YOKO 8/32
RIF	YOKO 10/32	**RIR**	YOKO 8/32

Size 295/75R 22.5
Brakes **FA** 5/8 5/8 **RA** 5/8 5/8
Hubodometer In: 49674
Trailer Tracking MSN: 120192248

Reefer Information

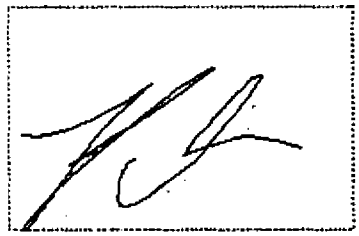
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment: N/A Brake System: N/A
Suspension: N/A Tires & Wheels: N/A
Vehicle Connection Device: N/A

Driver Signature

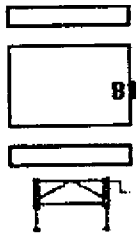
Name: R SWANEY
License #: SWANERC385JO V



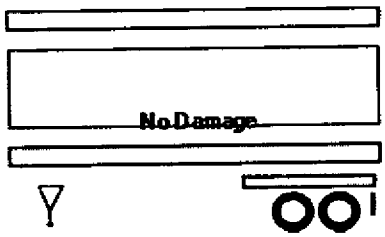
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

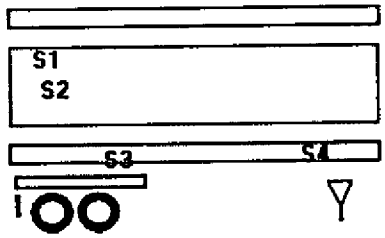
Front



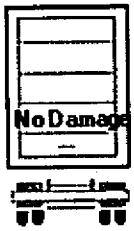
Left Side



Right Side



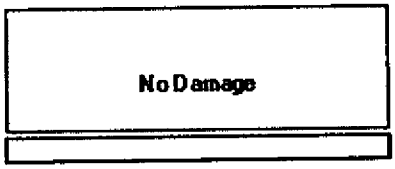
Rear



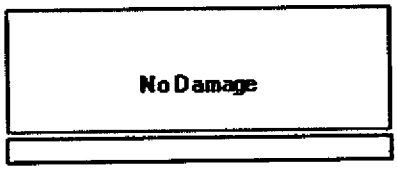
Undr Crg

Int Doors

Int Right Panel

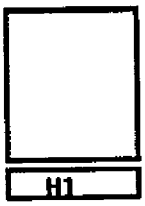


Int Left Panel



Int Floor

Int Front



Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	Undr Crg		No Damage	Int Floor		No Damage
Left Side		No Damage	Int Doors		No Damage	Int Front	Front Wall	H1-Hole
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear		No Damage	Int Left Panel		No Damage			

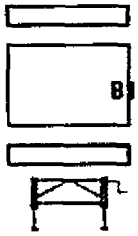
Note(s)/Comment(s)

Miscellaneous

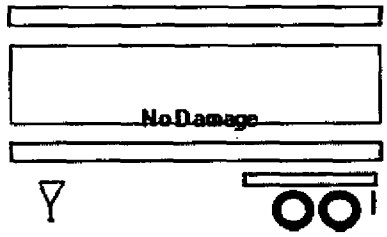
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

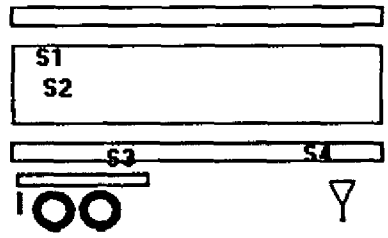
Front



Left Side



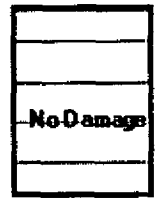
Right Side



Rear

Undr Crg

Int Doors

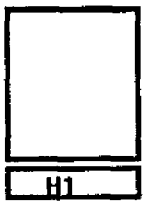


Int Right Panel

Int Left Panel

Int Floor

Int Front



Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		No Damage	**Int Doors**		No Damage	**Int Front**	Front Wall	H1-Hole
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		No Damage
Rear		No Damage	**Int Left Panel**		No Damage			

Tire & Brake

Tires	1	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026947

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Unit #: OTRT U11906

VIN #: 3H3V532C9TT 004039
License Plate #: HQ79554

Plate State: OR
Unit Description: VAN, STORAGE, 53' TO 57' 1996 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 02/19/2008 15:48
Registration: PRESENT

Tires

LOF	OTCP 15/32	**LOR**	OTCP 14/32
LIF	OTCP 15/32	**LIR**	OTCP 14/32
ROF	OTCP 15/32	**ROR**	OTCP 15/32
RIF	OTCP 15/32	**RIR**	OTCP 15/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 6/8 6/8
Hubodometer Out: 87182
Trailer Tracking MSN: 120166115

Reefer Information

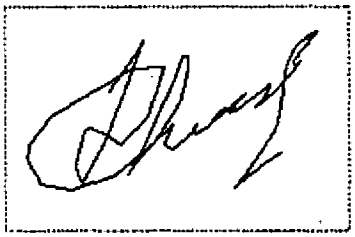
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: V DRACHAN
License #: DRACHVA417B1 V



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/21/2009 15:13
Registration: PRESENT

Tires

LOF	OTCP 15/32	**LOR**	OTCP 14/32
LIF	OTCP 15/32	**LIR**	OTCP 14/32
ROF	OTCP 15/32	**ROR**	OTCP 15/32
RIF	OTCP 15/32	**RIR**	OTCP 15/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 6/8 6/8
Hubodometer In: 102374
Trailer Tracking MSN: 120166115

Reefer Information

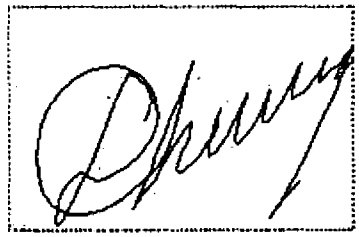
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

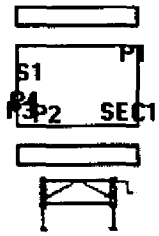
Name: V DRACHAN
License #: DRACHVA417B1 W



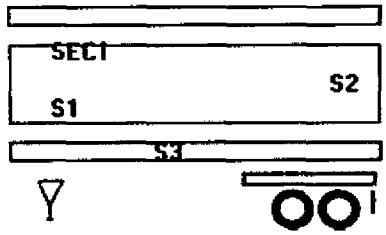
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

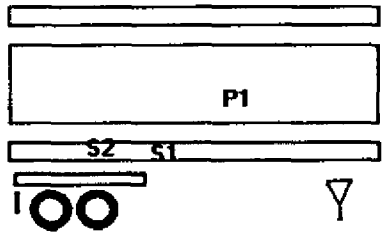
Front



Left Side



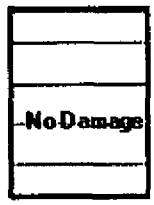
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

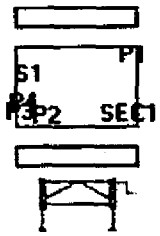
Note(s)/Comment(s)

Miscellaneous

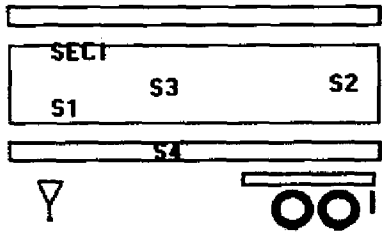
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

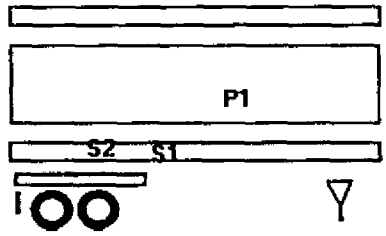
Front



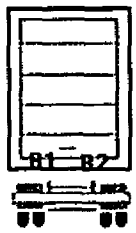
Left Side



Right Side

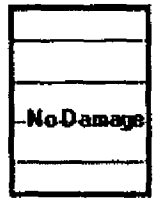


Rear



Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Rear**	Door	B2-Bent	**Int Left Panel**		No Damage
Left Side		See Above	**Undr Crg**	Undercarriage	CA1-Check/Adjust	**Int Floor**		No Damage
Right Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Rear	Door	B1-Bent	**Int Right Panel**		No Damage	**Int Roof**	Roof	B1-Bent

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026813

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U11907

VIN #: 3H3V532C5TT 004040
License Plate #: HQ79555

Plate State: OR
Unit Description: VAN, STORAGE, 53' TO 57' 1996 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 11/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Cha	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 01/14/2008 13:27
Registration: PRESENT

Tires

LOF	OTCP 7/32	**LOR**	OTCP 11/32
LIF	OTCP 7/32	**LIR**	OTCP 10/32
ROF	GYCP 12/32	**ROR**	OTCP 9/32
RIF	GYCP 12/32	**RIR**	OTCP 9/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer Out: 79411
Trailer Tracking MSN: 120185456

Reefer Information

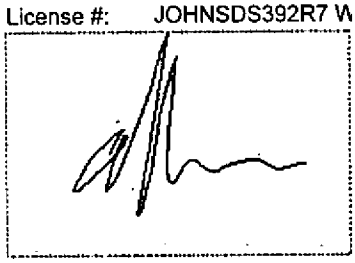
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 13:38
Registration: PRESENT

Tires

LOF	OTCP 7/32	**LOR**	OTCP 9/32
LIF	OTCP 7/32	**LIR**	OTCP 9/32
ROF	GYCP 10/32	**ROR**	OTCP 9/32
RIF	GYCP 10/32	**RIR**	OTCP 9/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer In: 111334
Trailer Tracking MSN: 120185456

Reefer Information

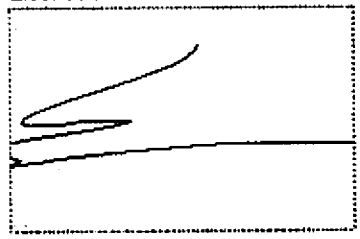
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

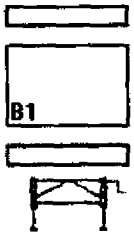
Name: E GASSNER
License #: 1959900 OR



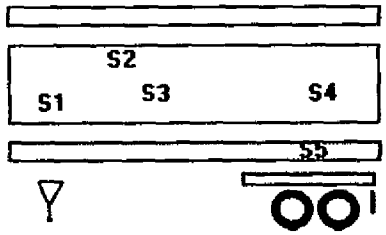
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

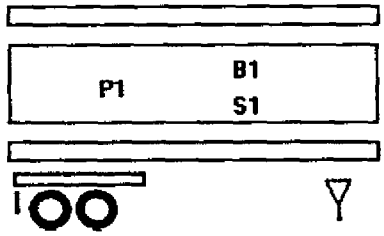
Front



Left Side



Right Side



Rear

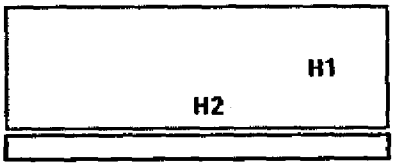
Undr Crg

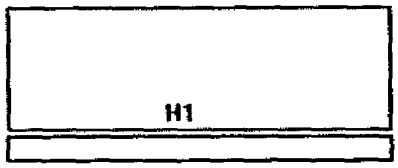
Int Doors

Int Right Panel

Int Left Panel

Int Floor





Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Undr Crg**		No Damage	**Int Left Panel**	Left Side	H1-Hole
Left Side		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Right Side	Side Panel	B1-Bent	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Rear		No Damage			H2-Hole	**Int Roof**		See Above

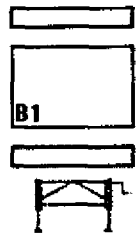
Note(s)/Comment(s)

Miscellaneous

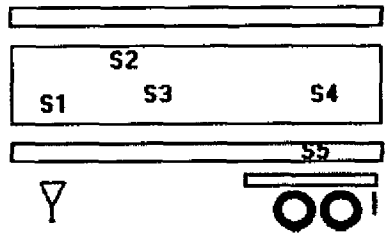
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

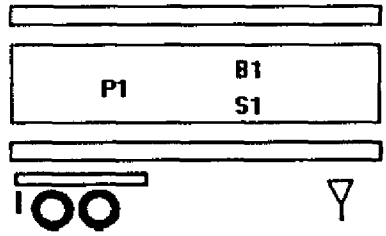
Front



Left Side



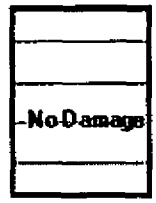
Right Side



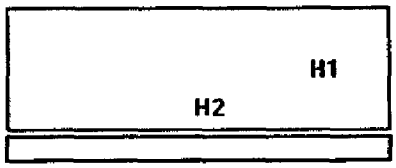
Rear

Undr Crg

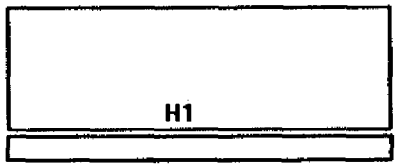
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Undr Crg**		No Damage	**Int Left Panel**	Left Side	H1-Hole
Left Side		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Right Side	Side Panel	B1-Bent	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Rear		No Damage			H2-Hole	**Int Roof**		See Above

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026970

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U11911

VIN #: 3H3V532C2TT 004044
License Plate #: HQ79559

Plate State: OR
Unit Description: VAN, STORAGE, 53' TO 57' 1996 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 01/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** DAVID, WYLIE

Date Out: 03/21/2008 12:41
Registration: PRESENT

Tires

LOF	MICH 8/32	**LOR**	OTCP 10/32
LIF	GYCP 7/32	**LIR**	OTCP 10/32
ROF	GYCP 7/32	**ROR**	OTCP 10/32
RIF	GYCP 7/32	**RIR**	OTCP 10/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 80031

Trailer Tracking MSN: 120188826

Reefer Information

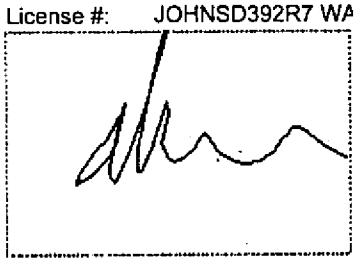
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSD392R7 WA



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 05/01/2009 10:31
Registration: PRESENT

Tires

LOF	MICH 6/32	**LOR**	OTCP 9/32
LIF	GYCP 6/32	**LIR**	OTCP 10/32
ROF	GYCP 7/32	**ROR**	OTCP 10/32
RIF	GYCP 7/32	**RIR**	OTCP 10/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 3/8 3/8

Hubodometer In: 100602

Trailer Tracking MSN: 120188826

Reefer Information

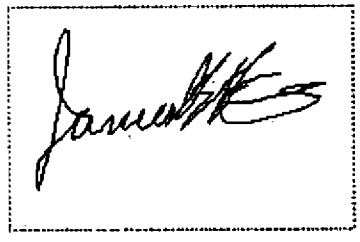
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

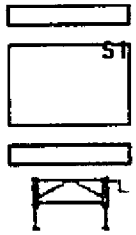
Name: J BRONG
License #: 2118734 OR



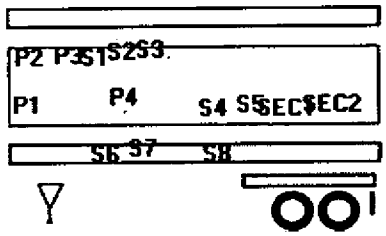
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

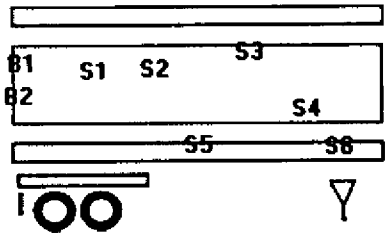
Front



Left Side



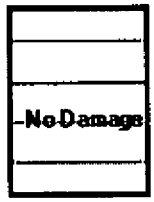
Right Side



Rear

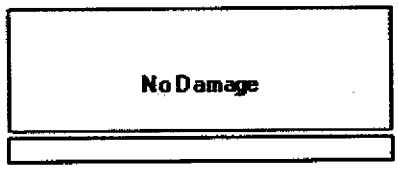
Undr Crg

Int Doors



Int Right Panel

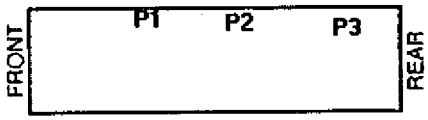
Int Left Panel



Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Rear		No Damage	Int Left Panel		No Damage
Left Side		See Above	Undr Crg		No Damage	Int Floor		No Damage
Right Side	Side Panel	B1-Bent	Int Doors		No Damage	Int Front		No Damage
		B2-Bent	Int Right Panel		No Damage	Int Roof		See Above

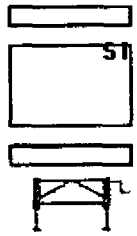
Note(s)/Comment(s)

Miscellaneous

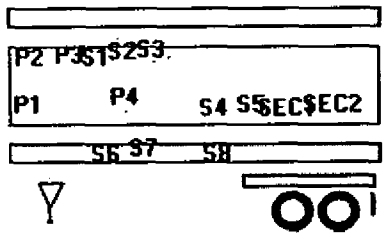
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

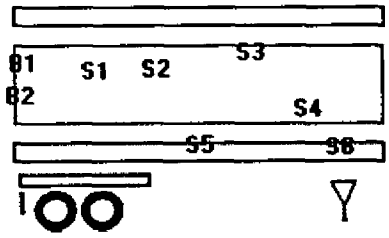
Front



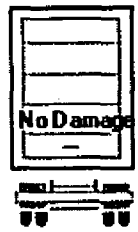
Left Side



Right Side

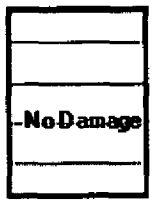


Rear

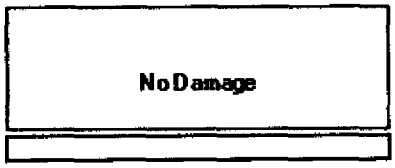


Undr Crg

Int Doors



Int Right Panel

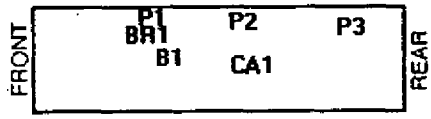


Int Left Panel

Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**	Undercarriage	CA1-Check/Adjust	**Int Floor**	Floor	O1-Other
Left Side		See Above			B1-Bent	**Int Front**		No Damage
Right Side	Side Panel	B1-Bent	**Int Doors**		No Damage	**Int Roof**	Roof	BR1-Broken
		B2-Bent	**Int Right Panel**		No Damage			B1-Bent
Rear		No Damage	**Int Left Panel**		No Damage			CA1-Check/Adjust

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	1	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Int Floor O1 - sweep out

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026969

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U13637

VIN #: 1NNVA5329TM 287303
License Plate #: HQ94940

Plate State: OR
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1996 MONON

Reefer Serial #:

Unit Last DOT Inspection: 02/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Minimum Term of 24 Month

Miscellaneous Rates

P.O. #:

Auth By:

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 03/14/2008 14:38
Registration: PRESENT

Tires

LOF	OTCP 15/32	**LOR**	GYCP 12/32
LIF	GYCP 12/32	**LIR**	GYCP 12/32
ROF	YOKO 12/32	**ROR**	GYCP 10/32
RIF	YOKO 12/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 3/8 4/8
Hubodometer Out: 2
Trailer Tracking MSN: 120185788

Reefer Information

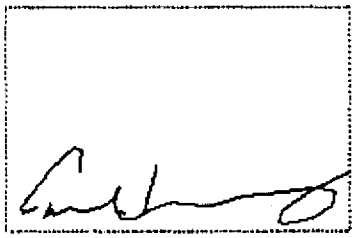
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: C HENNESSY
License #: 5611066 OR



Inbound Inspection **Inspector:** DAVID, WYLIE

Date In: 04/29/2009 07:55
Registration: PRESENT

Tires

LOF	OTCP 12/32	**LOR**	GYCP 11/32
LIF	GYCP 12/32	**LIR**	GYCP 11/32
ROF	YOKO 12/32	**ROR**	GYCP 10/32
RIF	YOKO 12/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 3/8 4/8
Hubodometer In: 17860
Trailer Tracking MSN: 120185788

Reefer Information

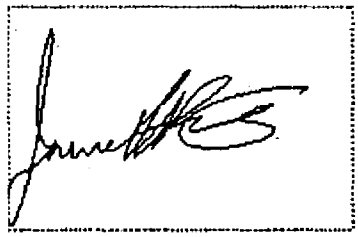
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

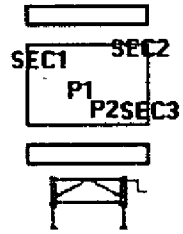
Name: J BRONG
License #: 2118734 OR



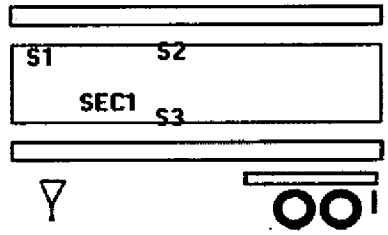
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

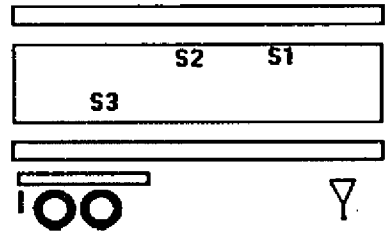
Front



Left Side



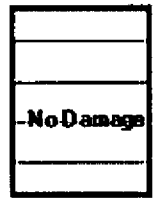
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear	Sill/Underride	B1-Bent	Int Left Panel		No Damage			

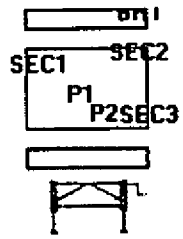
Note(s)/Comment(s)

Miscellaneous

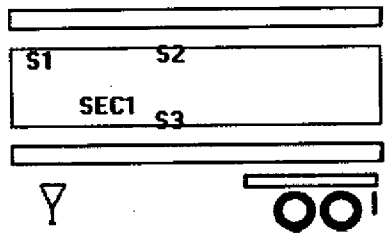
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

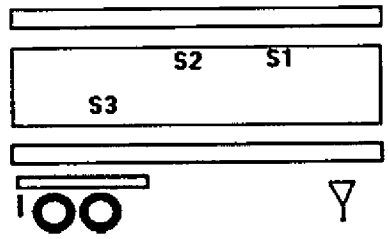
Front



Left Side



Right Side



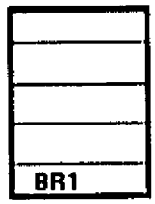
Rear

Int Right Panel

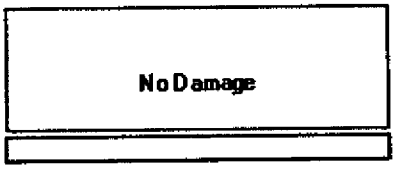
Undr Crg

Int Left Panel

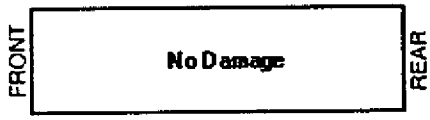
Int Doors



Int Floor



Int Roof



Int Front

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Nose Rail	BR1-Broken	**Rear**	Door	BR1-Broken	**Int Left Panel**		No Damage
Left Side		See Above	**Undr Crg**		No Damage	**Int Floor**		No Damage
Right Side		See Above	**Int Doors**	Interior Door	BR1-Broken	**Int Front**		No Damage
Rear	Sill/Underride	B1-Bent	**Int Right Panel**		No Damage	**Int Roof**		No Damage

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026968

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U15407

VIN #: 1PT01JAH5V6 005884
License Plate #: 1712766

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1997 TRAILMOBILE

Reefer Serial #:

Unit Last DOT Inspection: 02/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Cha	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 03/14/2008 13:12
Registration: PRESENT

Tires

LOF	GYCP 10/32	**LOR**	BRGS 10/32
LIF	GYCP 10/32	**LIR**	GDYR 5/32
ROF	GYCP 8/32	**ROR**	GYCP 10/32
RIF	GYCP 9/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 6/8 6/8 **RA** 6/8 6/8
Hubodometer Out: 15452
Trailer Tracking MSN: 120137607

Reefer Information

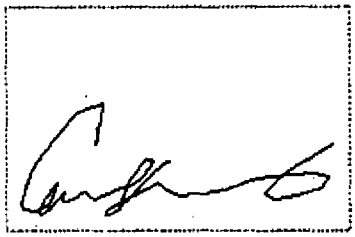
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: C HENNESSY
License #: 5611066 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/27/2009 14:54
Registration: PRESENT

Tires

LOF	GYCP 9/32	**LOR**	BRGS 9/32
LIF	GYCP 9/32	**LIR**	GDYR 5/32
ROF	GYCP 8/32	**ROR**	GYCP 10/32
RIF	GYCP 9/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 6/8 6/8 **RA** 6/8 6/8
Hubodometer In: 44182
Trailer Tracking MSN: 120137607

Reefer Information

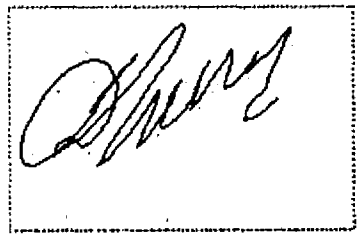
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

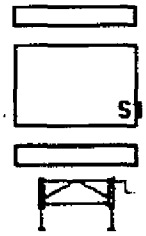
Name: V DRACHAN
License #: DRACHVA417B1 W



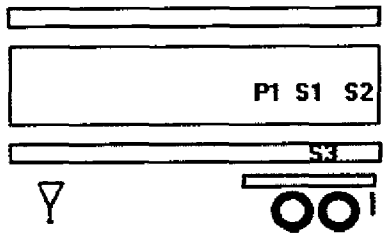
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

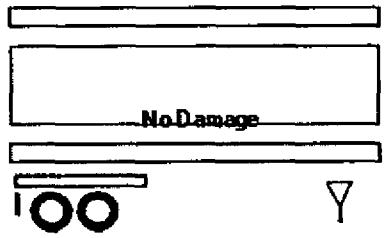
Front



Left Side



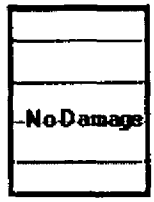
Right Side



Rear

Undr Crg

Int Doors



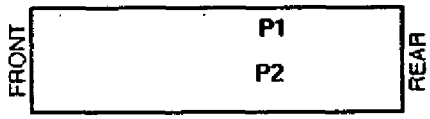
Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		No Damage	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel	Left Side	H1-Hole			

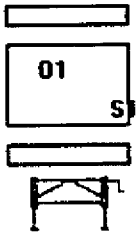
Note(s)/Comment(s)

Miscellaneous

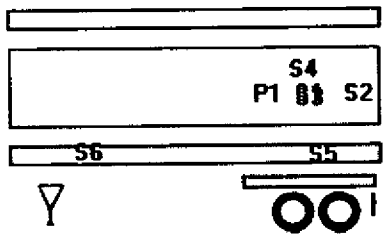
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

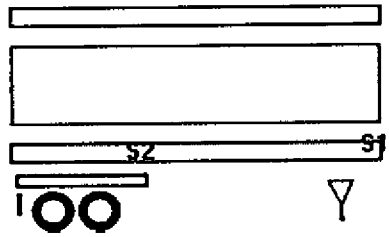
Front



Left Side



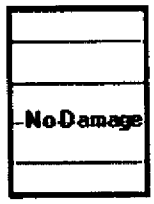
Right Side



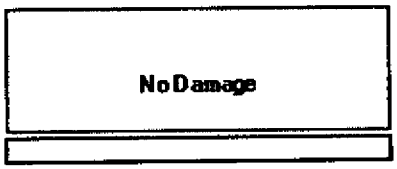
Rear

Undr Crg

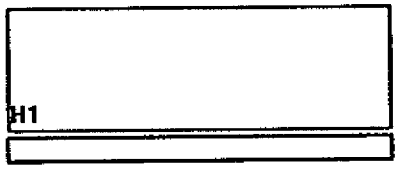
Int Doors



Int Right Panel



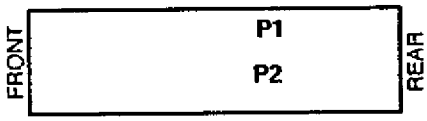
Int Left Panel



Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	O1-Other	**Undr Crg**		No Damage	**Int Floor**	Floor	O1-Other
Left Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		See Above
Rear		No Damage	**Int Left Panel**	Left Side	H1-Hole			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Front O1 - glue

Int Floor O1 - sweep

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026967

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U16946

VIN #: 1PT01JAH2V6 007348
License Plate #: GT50230

Plate State: CA
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1997 TRAILMOBILE

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** LUKE, ZEMAN

Date Out: 03/11/2008 15:58
Registration: PRESENT

Tires

LOF	GYCP 12/32	**LOR**	OTCP 10/32
LIF	GYCP 12/32	**LIR**	OTCP 10/32
ROF	OTCP 9/32	**ROR**	OTCP 9/32
RIF	OTCP 9/32	**RIR**	OTCP 9/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer Out: 50524
Trailer Tracking MSN: 120185443

Reefer Information

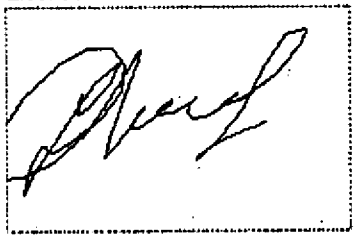
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: V DRACHAN
License #: DRACHVA417B1 W



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 11:14
Registration: PRESENT

Tires

LOF	GYCP 11/32	**LOR**	OTCP 10/32
LIF	GYCP 11/32	**LIR**	OTCP 10/32
ROF	OTCP 9/32	**ROR**	GYCP 12/32
RIF	OTCP 9/32	**RIR**	OTCP 9/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer In: 70217
Trailer Tracking MSN: 120185443

Reefer Information

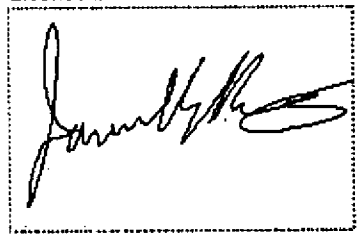
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

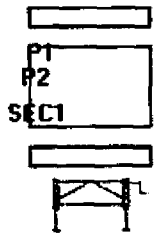
Name: J BRONG
License #: 2118734 OR



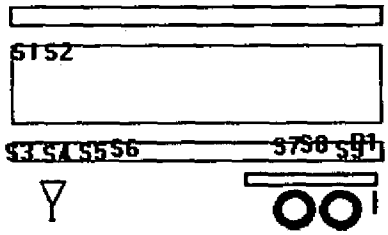
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

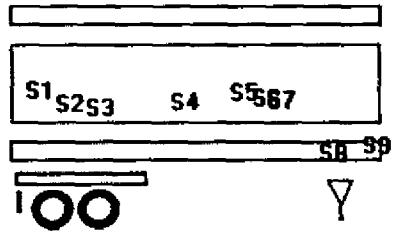
Front



Left Side



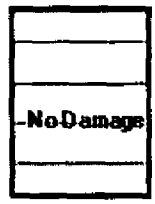
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor	Floor	H1-Hole
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof	Roof	B1-Bent
Rear		No Damage	Int Left Panel		No Damage			

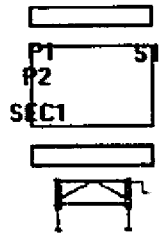
Note(s)/Comment(s)

Miscellaneous

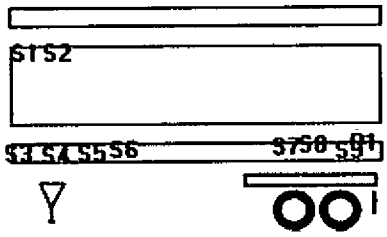
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

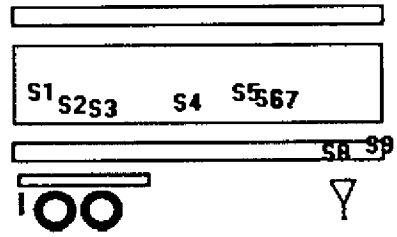
Front



Left Side



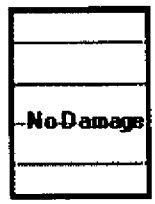
Right Side



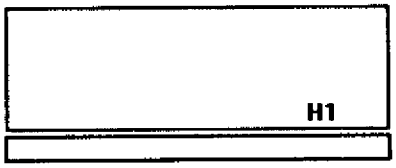
Rear

Undr Crg

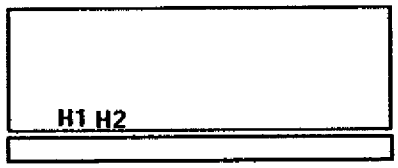
Int Doors



Int Right Panel



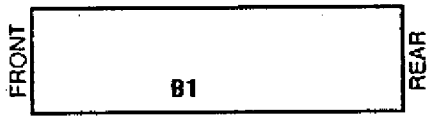
Int Left Panel



Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Left Panel	Left Side	H2-Hole
Left Side		See Above	Int Doors		No Damage	Int Floor	Floor	H1-Hole
Right Side		See Above	Int Right Panel	Right Side	H1-Hole	Int Front		No Damage
Rear		No Damage	Int Left Panel	Left Side	H1-Hole	Int Roof	Roof	B1-Bent

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026966

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Unit #: OTRT U22350
VIN #: 1GRAA0624WB 135138
License Plate #: 1813230
Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1998 GREAT DANE
Reefer Serial #:
Unit Last DOT Inspection: 04/2008

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:
Auth By:

Minimum Term of 24 Month

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL, TISNADO

Date Out: 04/18/2008 11:42
Registration: PRESENT

Tires

LOF	GDYR 7/32	**LOR**	OTCP 11/32
LIF	GDYR 7/32	**LIR**	OTCP 10/32
ROF	GDYR 6/32	**ROR**	OTCP 11/32
RIF	GDYR 7/32	**RIR**	OTCP 11/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 6/8 4/8
Hubodometer Out: 1330
Trailer Tracking MSN: 120177660

Reefer Information

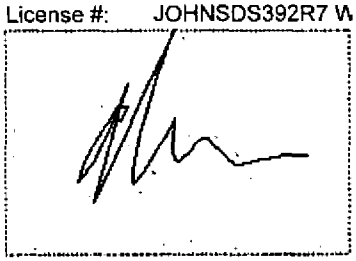
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W



Inbound Inspection **Inspector:** JANICE, BACHMAN

Date In: 05/01/2009 07:16
Registration: PRESENT

Tires

LOF	GDYR 7/32	**LOR**	OTCP 10/32
LIF	GDYR 7/32	**LIR**	GYCP 10/32
ROF	GDYR 5/32	**ROR**	GYCP 10/32
RIF	GDYR 7/32	**RIR**	GYCP 11/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 5/8 4/8
Hubodometer In: 24148
Trailer Tracking MSN: 120177660

Reefer Information

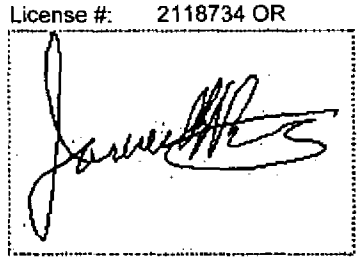
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

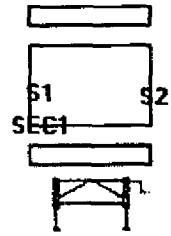
Name: J BRONG
License #: 2118734 OR



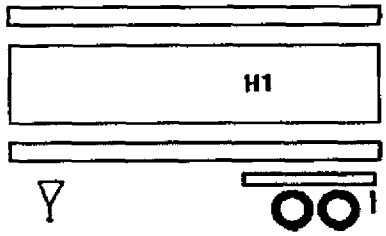
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

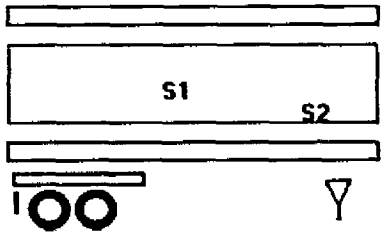
Front



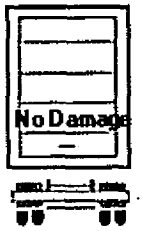
Left Side



Right Side

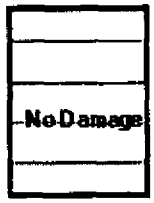


Rear



Undr Crg

Int Doors



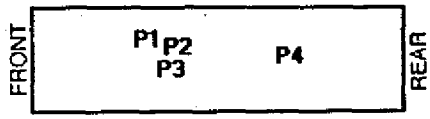
Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side	Side Panel	H1-Hole	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

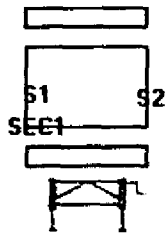
Note(s)/Comment(s)

Miscellaneous

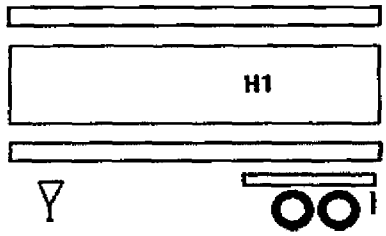
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

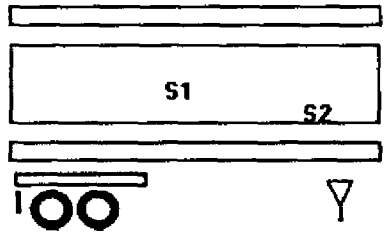
Front



Left Side



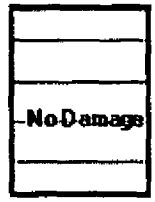
Right Side



Rear

Undr Crg

Int Doors



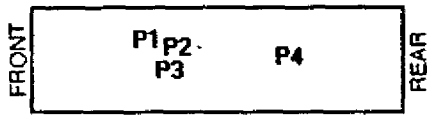
Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side	Side Panel	H1-Hole	**Int Doors**		No Damage	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		See Above
Rear		No Damage	**Int Left Panel**		No Damage			

Tire & Brake			Trailer Tracking		
Tires	0	Condition(s) Noted	Trailer Tracking Device	0	Condition(s) Noted
Brake System	0	Condition(s) Noted			

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027189

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2008

Unit #: OTRT U22834

VIN #: 1S12E953XWE 435440
License Plate #: HT18416

Plate State: CA
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1998 STRICK

Reefer Serial #:

Unit Last DOT Inspection: 05/2008

Lessee shall pay for leased unit at a rate of

Rental	30.0000 / Day
Rental	150.0000 / Week
Rental	275.0000 / 4 Week
Mileage	0.0300 / Mile
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 05/07/2008 11:49

Registration: PRESENT

Tires

LOF	BRGS 11/32	**LOR**	GYCP 8/32
LIF	GYCP 12/32	**LIR**	GYCP 12/32
ROF	BRGS 9/32	**ROR**	BRGS 8/32
RIF	BRGS 10/32	**RIR**	BRGS 8/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 5/8 5/8

Hubodometer Out: 171979

Trailer Tracking MSN: 120137118

Reefer Information

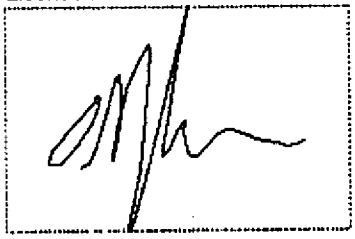
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W



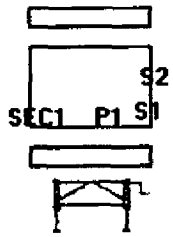
DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

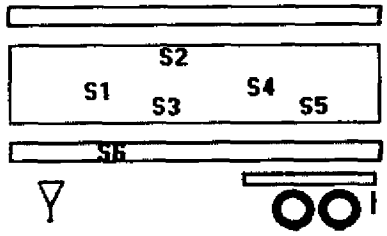
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

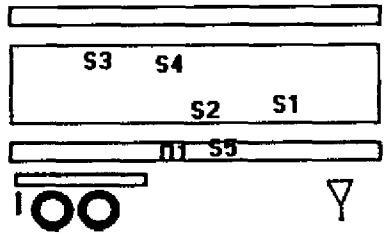
Front



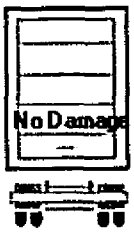
Left Side



Right Side

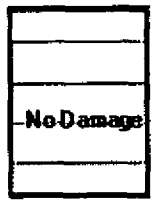


Rear

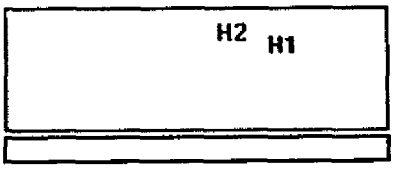


Undr Crg

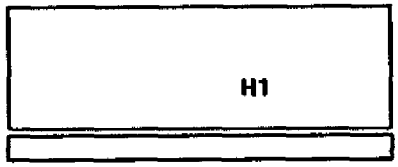
Int Doors



Int Right Panel

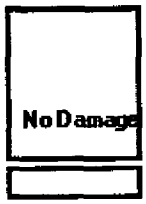


Int Left Panel

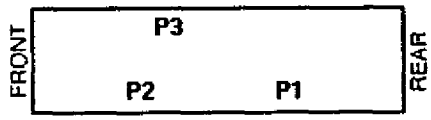


Int Floor

Int Front



Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Left Panel**	Left Side	H1-Hole
Left Side		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Right Side	Bottom Rail	O1-Other	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Rear		No Damage			H2-Hole	**Int Roof**		See Above

Note(s)/Comment(s)

Right Side O1 - WELDED REINFORCED

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027168

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1722 dated 6/2/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U23749

VIN #: 1PT01JAH8W6 010711
License Plate #: 1815940

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1998 TRAILMOBILE

Reefer Serial #:

Unit Last DOT Inspection: 03/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1722

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 05/02/2008 13:03
Registration: PRESENT

Tires

LOF	GDYR 5/32	**LOR**	OTCP 5/32
LIF	GDYR 6/32	**LIR**	OTCP 5/32
ROF	GDYR 5/32	**ROR**	BRGS 16/32
RIF	GDYR 6/32	**RIR**	GYCP 8/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 145711

Trailer Tracking MSN: 120137830

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W

Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/30/2009 11:09
Registration: PRESENT

Tires

LOF	GDYR 5/32	**LOR**	OTCP 5/32
LIF	GDYR 6/32	**LIR**	OTCP 5/32
ROF	GDYR 5/32	**ROR**	BRGS 16/32
RIF	GDYR 6/32	**RIR**	GYCP 8/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 3/8 3/8

Hubodometer In: 166145

Trailer Tracking MSN: 120137830

Reefer Information

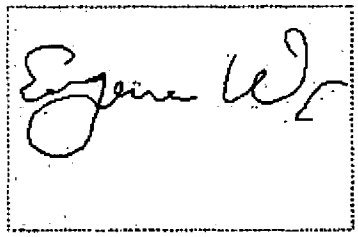
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

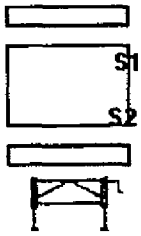
Name: E WALTERS
License #: 7447908 OR



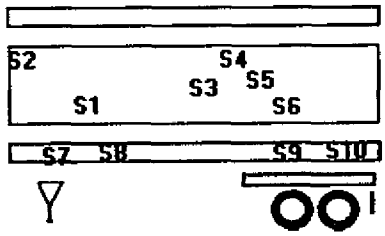
Outbound Inspection (cont)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

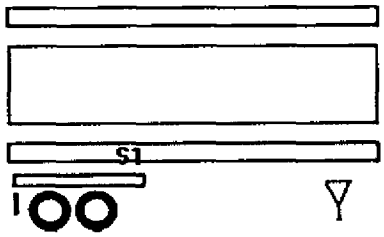
Front



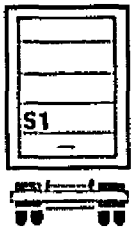
Left Side



Right Side

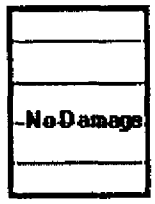


Rear



Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		See Above
Rear		See Above	**Int Left Panel**		No Damage			

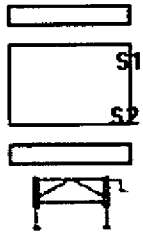
Note(s)/Comment(s)

Miscellaneous

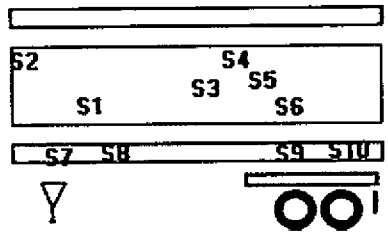
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

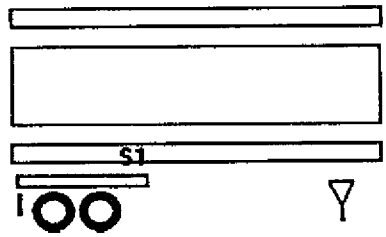
Front



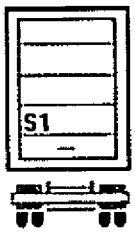
Left Side



Right Side

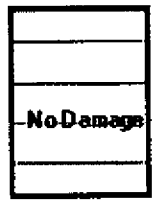


Rear

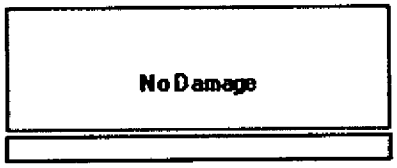


Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		See Above	Int Left Panel		No Damage			

Tire & Brake

Tires	1	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027039

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U23827

VIN #: 1PT01JAH1W6 010789
License Plate #: 1816018

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1998 TRAILMOBILE

Reefer Serial #:

Unit Last DOT Inspection: 02/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2008

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mile
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Minimum Term of 24 Month

Miscellaneous Rates

P.O. #:

Auth By:

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** DAVID, WYLIE

Date Out: 03/25/2008 15:24

Registration: PRESENT

Tires

LOF	GDYR 8/32	**LOR**	GYCP 11/32
LIF	GDYR 8/32	**LIR**	GYCP 11/32
ROF	GDYR 8/32	**ROR**	OTCP 16/32
RIF	GDYR 8/32	**RIR**	GDYR 11/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 88371

Trailer Tracking MSN: 120188681

Reefer Information

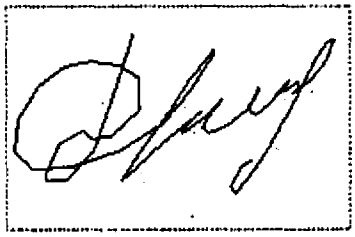
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: V DRACHAN
License #: DRACHVA417B1 W



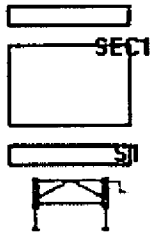
DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

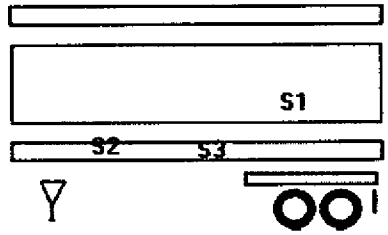
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

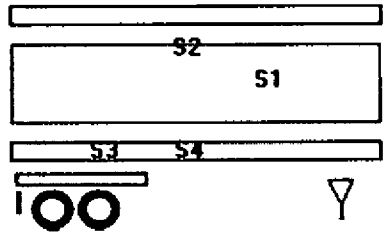
Front



Left Side



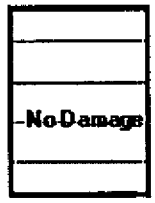
Right Side



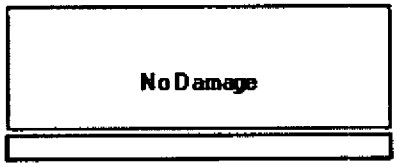
Rear

Undr Crg

Int Doors



Int Right Panel

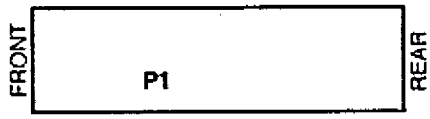


Int Left Panel

Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027040

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U24346

VIN #: 1S12E9534XE 438092
License Plate #: GT70224

Plate State: CA
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1999 STRICK

Reefer Serial #:

Unit Last DOT Inspection: 12/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Minimum Term of 24 Month

Miscellaneous Rates

P.O. #:

Auth By:

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** DAVID, WYLIE

Date Out: 03/25/2008 15:53
Registration: PRESENT

Tires

LOF	GYCP 11/32	**LOR**	GYCP 10/32
LIF	GYCP 11/32	**LIR**	GYCP 10/32
ROF	GYCP 11/32	**ROR**	GYCP 9/32
RIF	GYCP 11/32	**RIR**	GYCP 9/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer Out: 129433
Trailer Tracking MSN: 120142920

Reefer Information

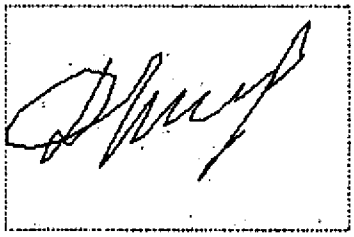
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: V DRACHAN
License #: DRACHVA417B1 W



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/30/2009 09:22
Registration: PRESENT

Tires

LOF	GYCP 10/32	**LOR**	GYCP 9/32
LIF	GYCP 10/32	**LIR**	GYCP 10/32
ROF	GYCP 10/32	**ROR**	GYCP 9/32
RIF	GYCP 10/32	**RIR**	GYCP 8/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer In: 143579
Trailer Tracking MSN: 120142920

Reefer Information

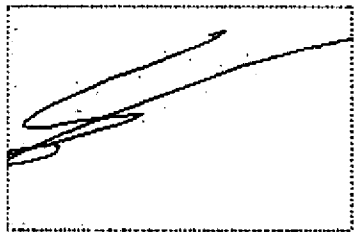
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

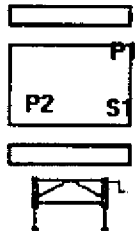
Name: E GASSNER
License #: 1959900 OR



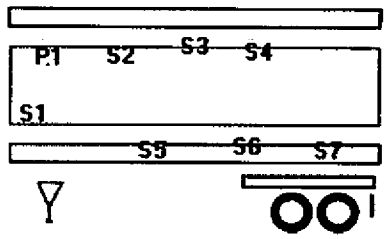
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

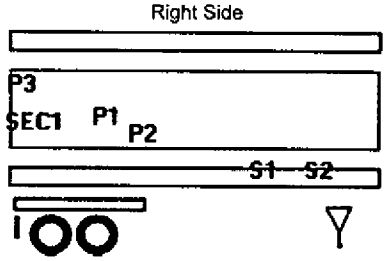
Front



Left Side



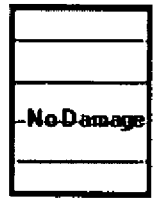
Right Side



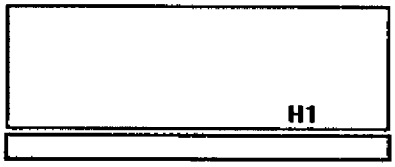
Rear

Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel	Right Side	H1-Hole	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

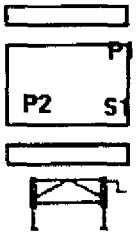
Note(s)/Comment(s)

Miscellaneous

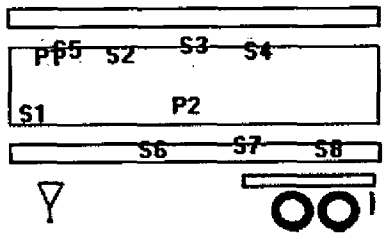
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

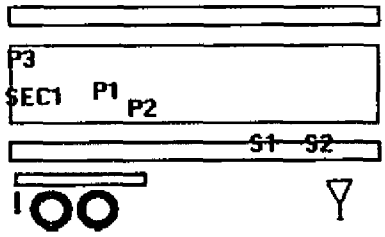
Front



Left Side



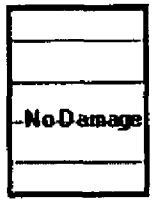
Right Side



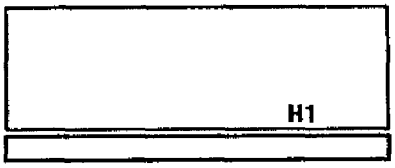
Rear

Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Roof**		See Above
Rear		No Damage	**Int Left Panel**		No Damage			

Tire & Brake

Tires	2	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026965

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U24423

VIN #: 3H3V532C6WT 062064
License Plate #: GT64786

Plate State: CA
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1998 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 03/11/2008 11:42
Registration: PRESENT

Tires

LOF	OTCP 16/32	**LOR**	OTCP 13/32
LIF	OTCP 16/32	**LIR**	OTCP 13/32
ROF	OTCP 15/32	**ROR**	OTCP 12/32
RIF	OTCP 15/32	**RIR**	OTCP 9/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer Out: 107310
Trailer Tracking MSN: 120132922

Reefer Information

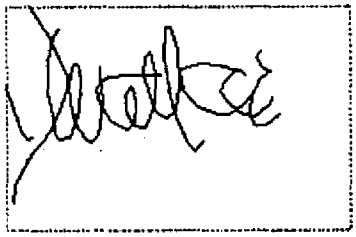
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.L.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 08:11
Registration: PRESENT

Tires

LOF	OTCP 16/32	**LOR**	OTCP 13/32
LIF	GYCP 12/32	**LIR**	OTCP 13/32
ROF	OTCP 15/32	**ROR**	OTCP 9/32
RIF	OTCP 15/32	**RIR**	OTCP 9/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer In: 133900
Trailer Tracking MSN: 120132922

Reefer Information

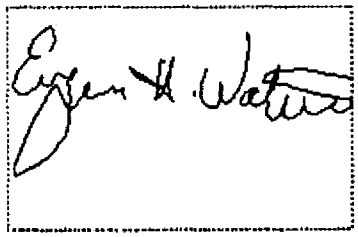
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.L.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

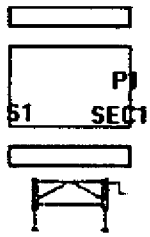
Name: E WALTERS
License #: 7447908 OR



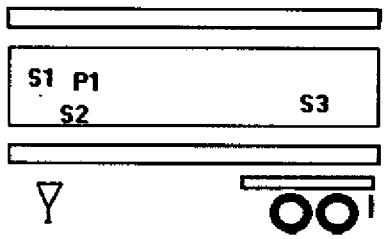
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

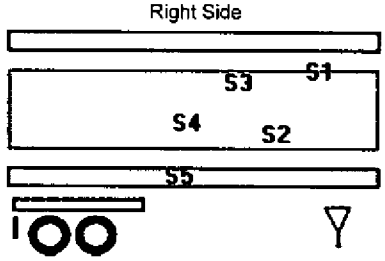
Front



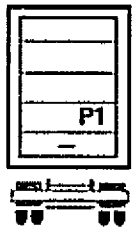
Left Side



Right Side

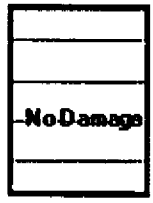


Rear



Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear		See Above	Int Left Panel		No Damage			

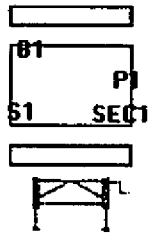
Note(s)/Comment(s)

Miscellaneous

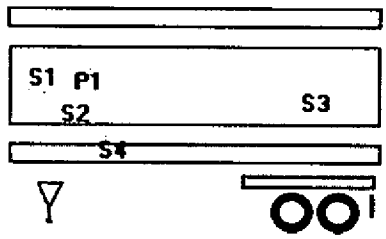
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

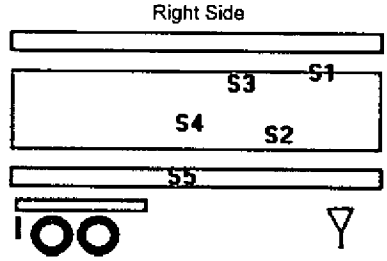
Front



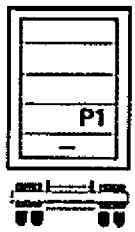
Left Side



Right Side

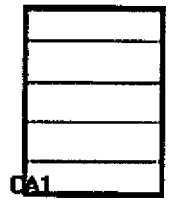


Rear

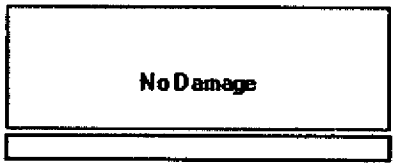


Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Undr Crg**	Undercarriage	BR1-Broken	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**	Interior Door	CA1-Check/Adjust	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		No Damage
Rear		See Above	**Int Left Panel**		No Damage			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026964

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U24456

VIN #: 3H3V532CXWT 062097
License Plate #: 4BV9255

Plate State: CA
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1998 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Minimum Term of 24 Month

Miscellaneous Rates

P.O. #:

Auth By:

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** LUKE, ZEMAN

Date Out: 03/10/2008 11:01
Registration: PRESENT

Tires

LOF	OTCP 11/32	**LOR**	OTCP 9/32
LIF	OTCP 11/32	**LIR**	OTCP 9/32
ROF	BRGS 12/32	**ROR**	OTCP 10/32
RIF	OTCP 9/32	**RIR**	OTCP 10/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 3/8 3/8
Hubodometer Out: 74433
Trailer Tracking MSN: 120174406

Reefer Information

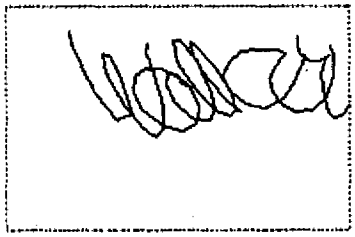
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 09:46
Registration: PRESENT

Tires

LOF	OTCP 11/32	**LOR**	OTCP 9/32
LIF	OTCP 11/32	**LIR**	OTCP 8/32
ROF	BRGS 12/32	**ROR**	OTCP 10/32
RIF	OTCP 9/32	**RIR**	OTCP 10/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 3/8 3/8
Hubodometer In: 96196
Trailer Tracking MSN: 120174406

Reefer Information

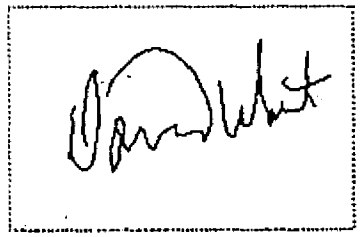
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

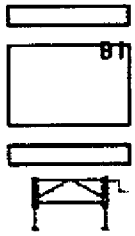
Name: D WHEAT
License #: 4180603 OR



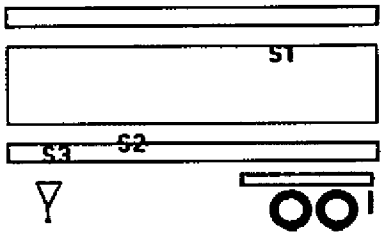
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

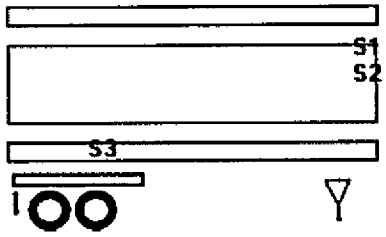
Front



Left Side



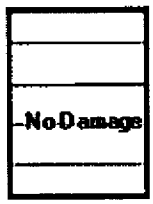
Right Side



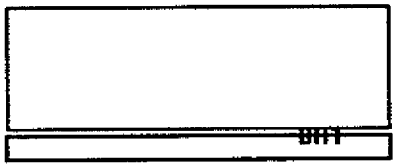
Rear

Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel	Right Side	BR1-Broken	Int Roof		No Damage
Rear		No Damage	Int Left Panel		No Damage			

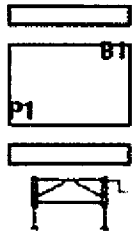
Note(s)/Comment(s)

Miscellaneous

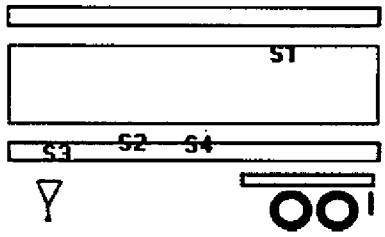
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

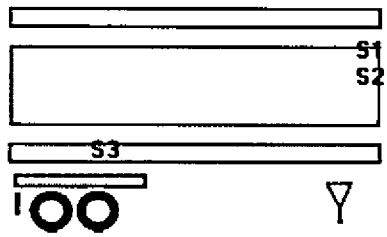
Front



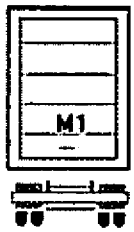
Left Side



Right Side



Rear



Undr Crg

Int Doors

Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel	Right Side	BR1-Broken	Int Roof	Roof	CA1-Check/Adjust
Rear	Door	M1-Missing	Int Left Panel		No Damage			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026963

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U27794

VIN #: 3H3V532C3XT 028181
License Plate #: 1915442

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1999 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 12/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** LUKE, ZEMAN

Date Out: 03/10/2008 09:24

Registration: PRESENT

Tires

LOF	GYCP 10/32	**LOR**	GYCP 5/32
LIF	GYCP 10/32	**LIR**	GYCP 5/32
ROF	GDYR 6/32	**ROR**	OTCP 15/32
RIF	GDYR 5/32	**RIR**	GYCP 10/32

Size 295/75R 22.5

Brakes **FA** 5/8 5/8 **RA** 6/8 6/8

Hubodometer Out: 339

Trailer Tracking MSN: 120137558

Reefer Information

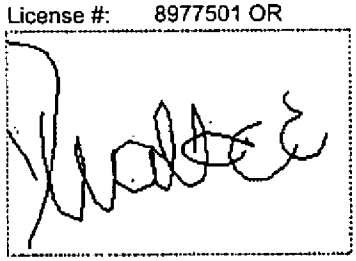
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 05/04/2009 13:18

Registration: PRESENT

Tires

LOF	GYCP 9/32	**LOR**	GYCP 5/32
LIF	GYCP 12/32	**LIR**	GYCP 5/32
ROF	GDYR 8/32	**ROR**	OTCP 13/32
RIF	GDYR 5/32	**RIR**	GYCP 8/32

Size 295/75R 22.5

Brakes **FA** 5/8 5/8 **RA** 6/8 6/8

Hubodometer In: 19152

Trailer Tracking MSN: 120137558

Reefer Information

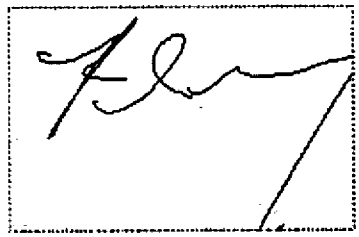
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

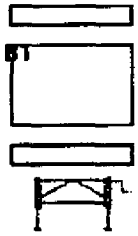
Name: R SWANEY
License #: SWANERC385JO V



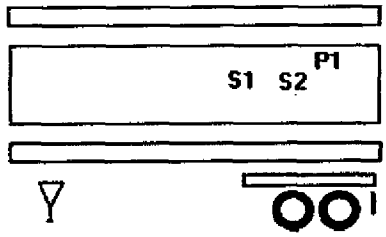
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

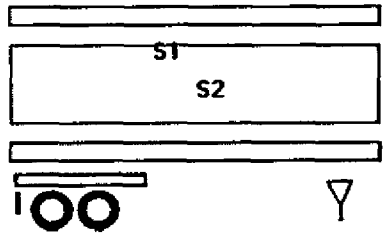
Front



Left Side



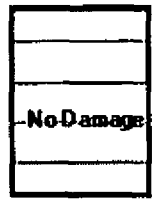
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear		No Damage	Int Left Panel		No Damage			

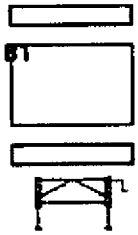
Note(s)/Comment(s)

Miscellaneous

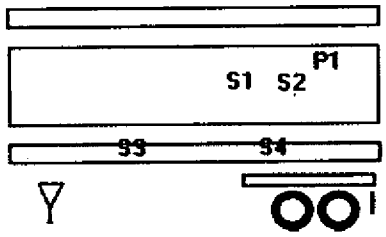
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

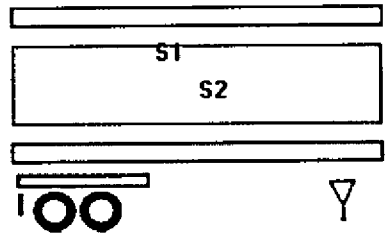
Front



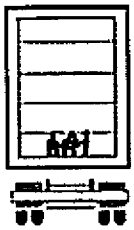
Left Side



Right Side

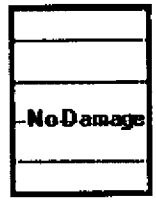


Rear

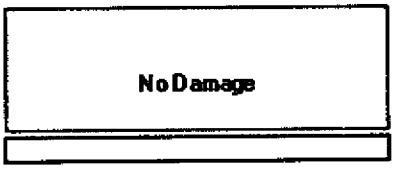


Undr Crg

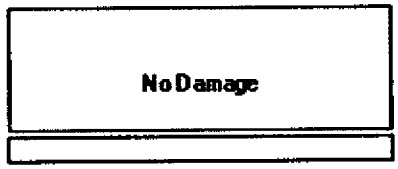
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Rear**	Door	BR1-Broken	**Int Left Panel**		No Damage
Left Side		See Above	**Undr Crg**		No Damage	**Int Floor**		No Damage
Right Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Rear	Door	CA1-Check/Adjust	**Int Right Panel**		No Damage	**Int Roof**		No Damage

Tire & Brake			Trailer Tracking		
Tires	0	Condition(s) Noted	Trailer Tracking Device	0	Condition(s) Noted
Brake System	0	Condition(s) Noted			

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026962

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U27796

VIN #: 3H3V532C7XT 028183

License Plate #: GT70590

Plate State: CA

Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1999 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 02/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200

Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Cha	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 03/07/2008 11:21

Registration: PRESENT

Tires

LOF	OTCP 11/32	**LOR**	YOKO 7/32
LIF	OTCP 11/32	**LIR**	YOKO 8/32
ROF	OTCP 11/32	**ROR**	OTCP 8/32
RIF	OTCP 10/32	**RIR**	OTCP 6/32

Size 295/75R 22.5

Brakes **FA** 6/8 6/8 **RA** 5/8 4/8

Hubodometer Out: 2

Trailer Tracking MSN: 120154458

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

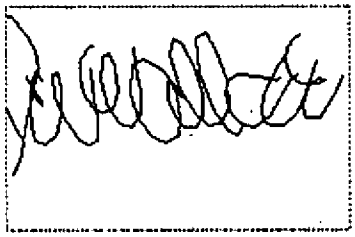
California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE

License #: 8977501 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 07:51

Registration: PRESENT

Tires

LOF	OTCP 10/32	**LOR**	YOKO 5/32
LIF	OTCP 10/32	**LIR**	YOKO 7/32
ROF	OTCP 10/32	**ROR**	OTCP 8/32
RIF	OTCP 10/32	**RIR**	OTCP 6/32

Size 295/75R 22.5

Brakes **FA** 6/8 6/8 **RA** 5/8 4/8

Hubodometer In: 14455

Trailer Tracking MSN: 120154458

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

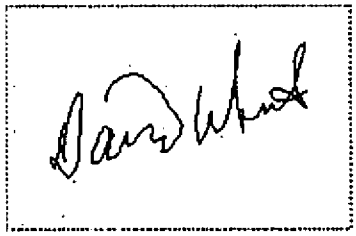
California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D WHEAT

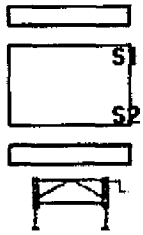
License #: 4180603 OR



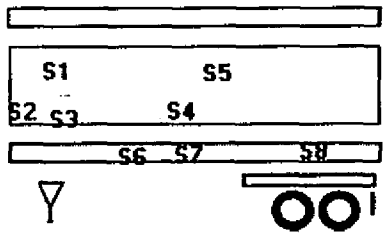
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

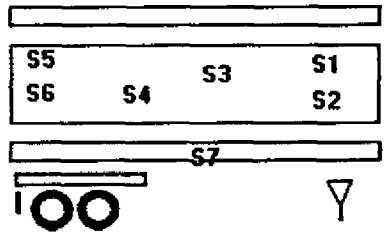
Front



Left Side



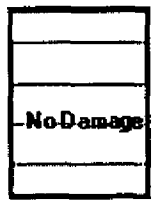
Right Side



Rear

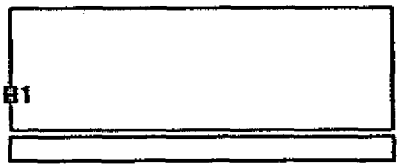
Undr Crg

Int Doors



Int Right Panel

Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear		No Damage	Int Left Panel	Left Side	H1-Hole			

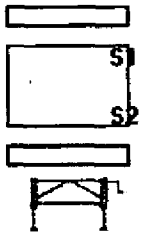
Note(s)/Comment(s)

Miscellaneous

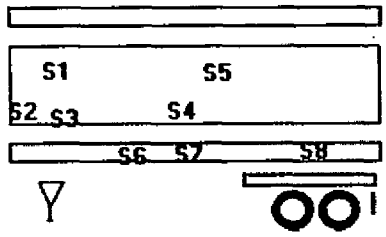
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

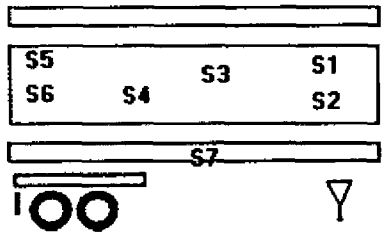
Front



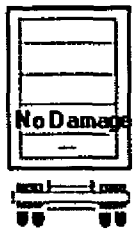
Left Side



Right Side

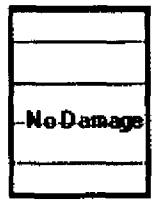


Rear



Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof	Roof	CA1-Check/Adjust
Rear		No Damage	Int Left Panel	Left Side	H1-Hole			

Tire & Brake

Tires	1	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026961

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U28099

VIN #: 1GRAA0628XB 089640
License Plate #: 1826250

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1999 GREAT DANE

Reefer Serial #:

Unit Last DOT Inspection: 02/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 03/07/2008 12:56
Registration: PRESENT

Tires

LOF	OTCP 9/32	**LOR**	GYCP 5/32
LIF	OTCP 9/32	**LIR**	GYCP 6/32
ROF	GYCP 10/32	**ROR**	GYCP 8/32
RIF	GENL 6/32	**RIR**	GYCP 8/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer Out: 281810
Trailer Tracking MSN: 120130433

Reefer Information

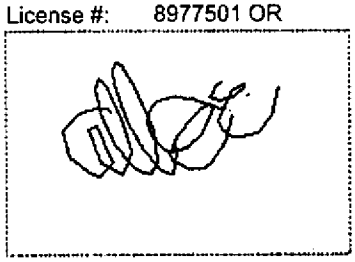
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/30/2009 14:27
Registration: PRESENT

Tires

LOF	OTCP 9/32	**LOR**	GYCP 5/32
LIF	OTCP 9/32	**LIR**	GYCP 6/32
ROF	GYCP 9/32	**ROR**	OTCP 12/32
RIF	GENL 6/32	**RIR**	YOKO 13/32

Size 295/75R 22.5
Brakes **FA** 4/8 4/8 **RA** 4/8 4/8
Hubodometer In: 305437
Trailer Tracking MSN: 120130433

Reefer Information

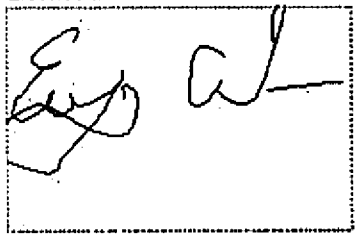
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

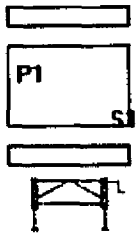
Name: E WALTERS
License #: 7447908 OR



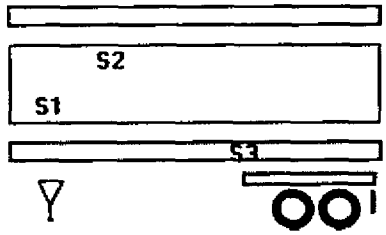
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

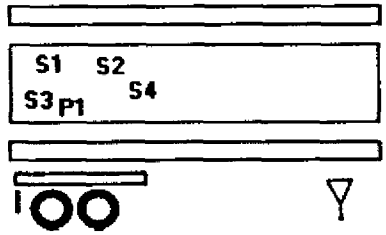
Front



Left Side



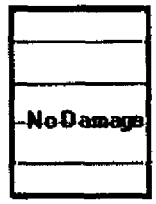
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Right Side		See Above			H2-Hole	**Int Roof**		No Damage
Rear		See Above			H3-Hole			
Undr Crg		No Damage	**Int Left Panel**		No Damage			

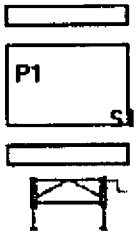
Note(s)/Comment(s)

Miscellaneous

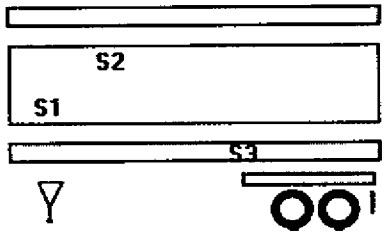
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

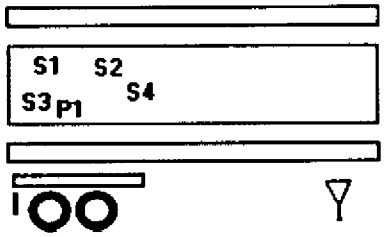
Front



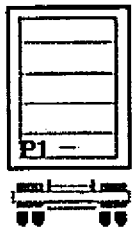
Left Side



Right Side

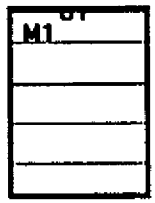


Rear

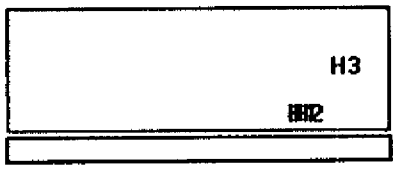


Undr Crg

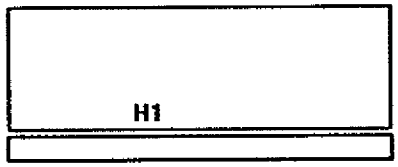
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition
Front		See Above
Left Side		See Above
Right Side		See Above
Rear		See Above
Undr Crg		No Damage
Int Doors	Interior Door	M1-Missing
		O1-Other
Int Right Panel	Right Side	H1-Hole
		H2-Hole
		H3-Hole
Int Left Panel	Left Side	H1-Hole
Int Floor		No Damage
Int Front		No Damage
Int Roof		No Damage

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	1	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Int Doors O1 - top seal refasten

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026960

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U28812

VIN #: 3H3V532C9XT 028413

License Plate #: GT76399

Plate State: CA

Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1999 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200

Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Cha	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** DAVID, WYLIE

Date Out: 03/04/2008 12:21

Registration: PRESENT

Tires

LOF	OTCP 14/32	**LOR**	OTCP 13/32
LIF	OTCP 14/32	**LIR**	OTCP 13/32
ROF	OTCP 14/32	**ROR**	OTCP 12/32
RIF	OTCP 14/32	**RIR**	OTCP 12/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 41395

Trailer Tracking MSN: 120172901

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

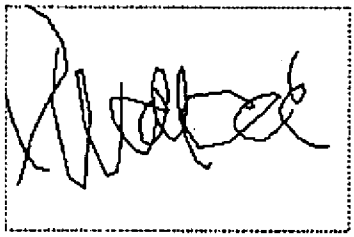
California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE

License #: 8977501 OR



Inbound Inspection **Inspector:** JANICE, BACHMAN

Date In: 05/04/2009 07:35

Registration: PRESENT

Tires

LOF	OTCP 14/32	**LOR**	OTCP 13/32
LIF	OTCP 14/32	**LIR**	OTCP 13/32
ROF	OTCP 14/32	**ROR**	OTCP 12/32
RIF	OTCP 14/32	**RIR**	OTCP 12/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer In: 63564

Trailer Tracking MSN: 120172901

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

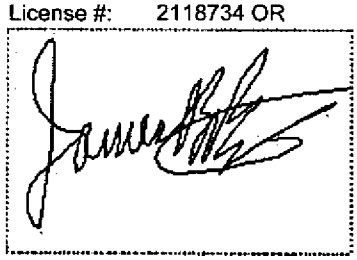
California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J BRONG

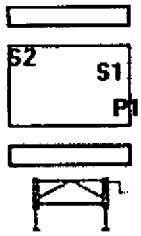
License #: 2118734 OR



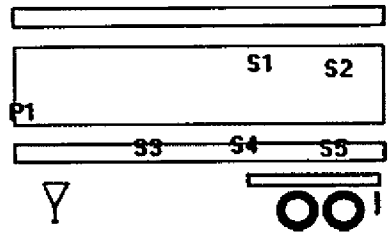
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

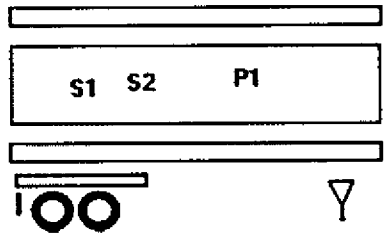
Front



Left Side



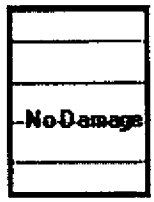
Right Side



Rear

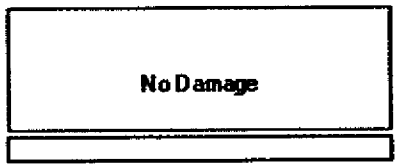
Undr Crg

Int Doors



Int Right Panel

Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

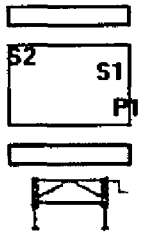
Note(s)/Comment(s)

Miscellaneous

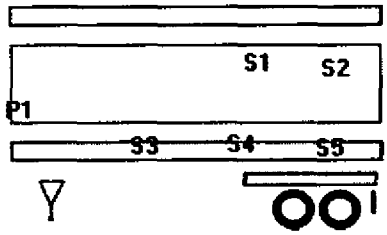
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

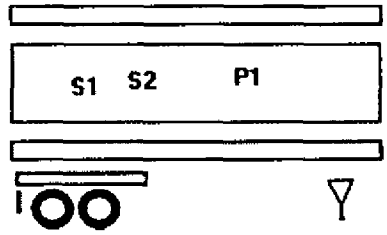
Front



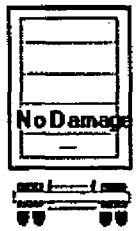
Left Side



Right Side

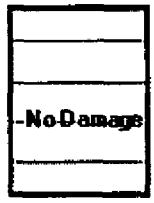


Rear



Undr Crg

Int Doors

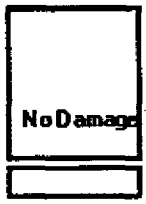


Int Right Panel

Int Left Panel

Int Floor

Int Front



Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027249

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200

Customer #: 47BU4

Equipment Utilized For

Over the Road

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Unit #: OTRT U28814

VIN #: 3H3V532C2XT 028415
License Plate #: GT76401

Plate State: CA
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1999 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 05/2008

Lessee shall pay for leased unit at a rate of

Rental	30.0000 / Day
Rental	150.0000 / Week
Rental	275.0000 / 4 Week
Mileage	0.0300 / Mileage
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL, TISNADO

Date Out: 05/14/2008 15:55

Registration: PRESENT

Tires

LOF	GDYR 7/32	**LOR**	GDYR 5/32
LIF	GDYR 8/32	**LIR**	GDYR 5/32
ROF	GDYR 8/32	**ROR**	GDYR 6/32
RIF	GDYR 8/32	**RIR**	GDYR 6/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 83097

Trailer Tracking MSN: 120199852

Reefer Information

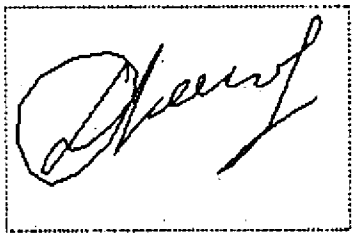
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: A DRACHAN
License #: DRACHVA417BI W.



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 09:35

Registration: PRESENT

Tires

LOF	GDYR 7/32	**LOR**	GDYR 5/32
LIF	GDYR 8/32	**LIR**	GDYR 5/32
ROF	GDYR 8/32	**ROR**	GDYR 6/32
RIF	GDYR 8/32	**RIR**	GDYR 6/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer In: 98766

Trailer Tracking MSN: 120199852

Reefer Information

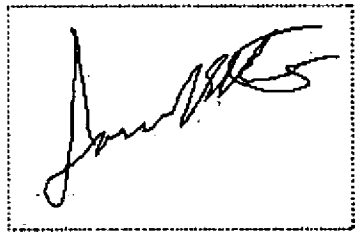
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

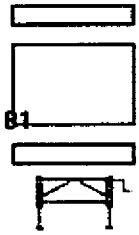
Name: J BRONG
License #: 2118734 OR



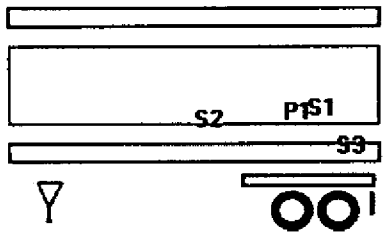
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

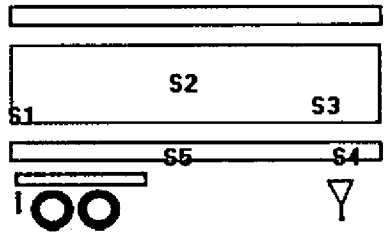
Front



Left Side



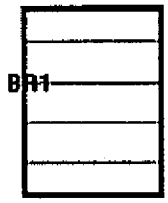
Right Side



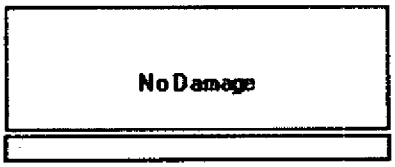
Rear

Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**	Interior Door	BR1-Broken	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		See Above
Rear		No Damage	**Int Left Panel**		No Damage			

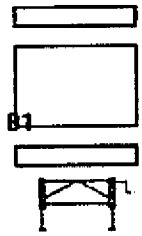
Note(s)/Comment(s)

Miscellaneous

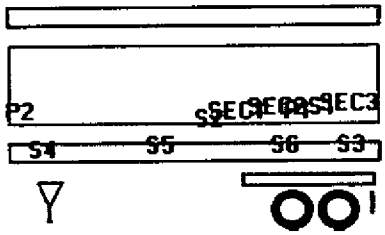
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

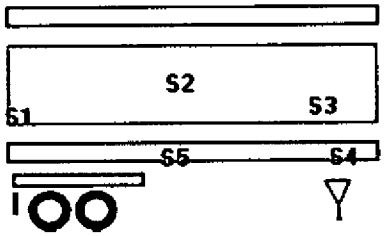
Front



Left Side



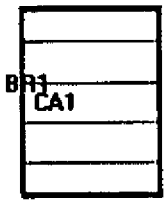
Right Side



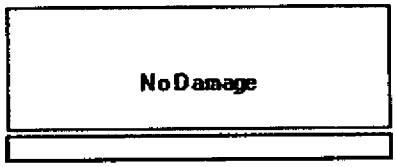
Rear

Undr Crg

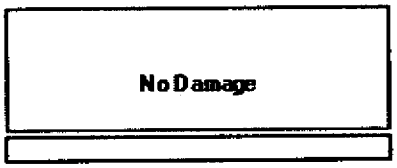
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Int Doors**	Interior Door	BR1-Broken	**Int Front**		No Damage
Left Side		See Above			CA1-Check/Adjust	**Int Roof**	Roof	B1-Bent
Right Side		See Above	**Int Right Panel**		No Damage			B2-Bent
Rear	Door	M1-Missing	**Int Left Panel**		No Damage			
Undr Crg		No Damage	**Int Floor**		No Damage			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026971

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200

Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Unit #: OTRT U28847

VIN #: 3H3V532C6XT 028448

License Plate #: 1827259

Plate State: ME

Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1999 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 02/2008

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** DAVID, WYLIE

Date Out: 03/21/2008 11:05

Registration: PRESENT

Tires

LOF	GDYR 6/32	**LOR**	GYCP 10/32
LIF	GDYR 6/32	**LIR**	GYCP 10/32
ROF	GDYR 6/32	**ROR**	GDYR 5/32
RIF	GDYR 6/32	**RIR**	GDYR 5/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 83690

Trailer Tracking MSN: 120184256

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

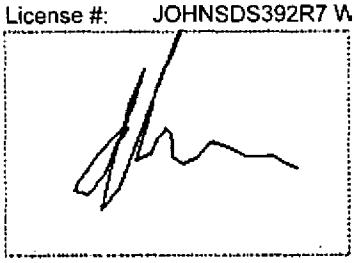
California B.L.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON

License #: JOHNSDS392R7 W



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 05/01/2009 11:58

Registration: PRESENT

Tires

LOF	GDYR 5/32	**LOR**	GYCP 9/32
LIF	GDYR 6/32	**LIR**	GYCP 9/32
ROF	GDYR 4/32	**ROR**	GDYR 2/32
RIF	GDYR 4/32	**RIR**	GDYR 4/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 3/8 3/8

Hubodometer In: 110273

Trailer Tracking MSN: 120184256

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

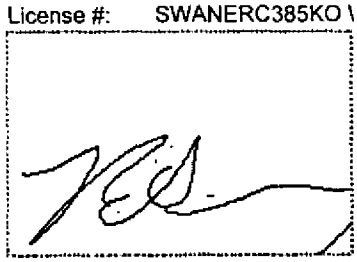
California B.L.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: R SWANEY

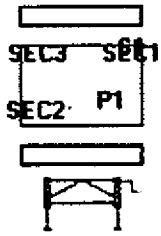
License #: SWANERC385KO \



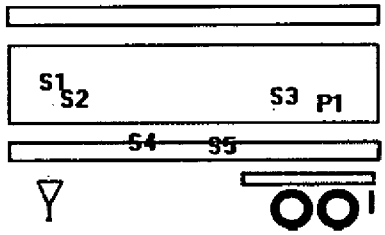
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

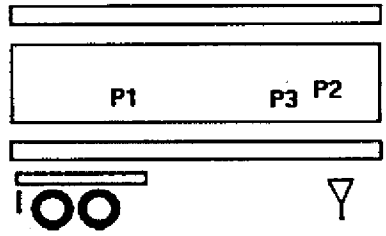
Front



Left Side



Right Side



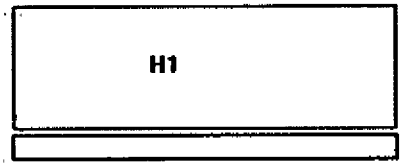
Rear

Undr Crg

Int Doors

Int Right Panel

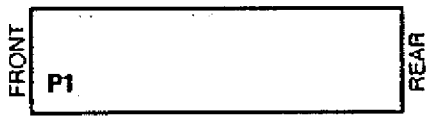
Int Left Panel



Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel	Left Side	H1-Hole			

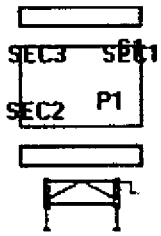
Note(s)/Comment(s)

Miscellaneous

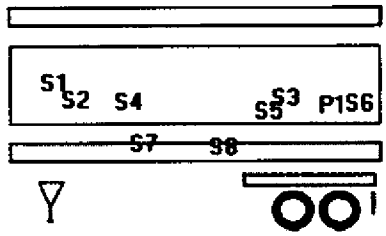
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

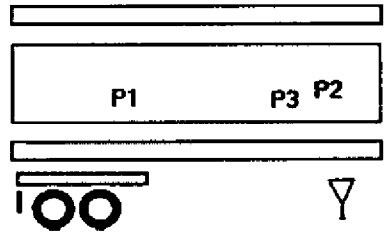
Front



Left Side



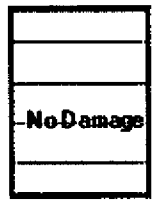
Right Side



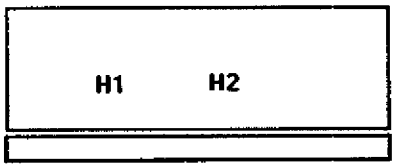
Rear

Undr Crg

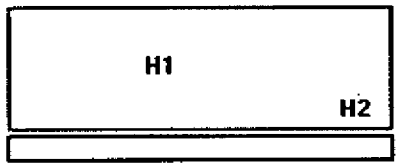
Int Doors



Int Right Panel



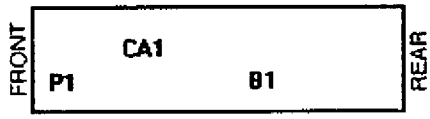
Int Left Panel



Int Floor

Int Front

Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Left Panel**	Left Side	H2-Hole
Left Side		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Right Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Rear	Door	BR1-Broken			H2-Hole	**Int Roof**	Roof	B1-Bent
		CA1-Check/Adjust	**Int Left Panel**	Left Side	H1-Hole			CA1-Check/Adjust

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026959

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U28964

VIN #: 3H3V532C4XT 029100
License Plate #: GT71419

Plate State: CA
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD 1999 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 10/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 03/04/2008 10:26
Registration: PRESENT

Tires

LOF	GDYR 5/32	**LOR**	OTCP 16/32
LIF	GDYR 5/32	**LIR**	OTCP 16/32
ROF	OTCP 10/32	**ROR**	OTCP 15/32
RIF	OTCP 10/32	**RIR**	OTCP 15/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 59133

Trailer Tracking MSN: 120177705

Reefer Information

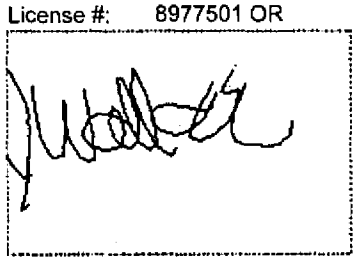
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



Inbound Inspection **Inspector:** JANICE, BACHMAN

Date In: 05/01/2009 08:50
Registration: PRESENT

Tires

LOF	GDYR 4/32	**LOR**	OTCP 15/32
LIF	GDYR 4/32	**LIR**	OTCP 15/32
ROF	OTCP 9/32	**ROR**	OTCP 14/32
RIF	OTCP 9/32	**RIR**	OTCP 14/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 3/8 3/8

Hubodometer In: 84011

Trailer Tracking MSN: 120177705

Reefer Information

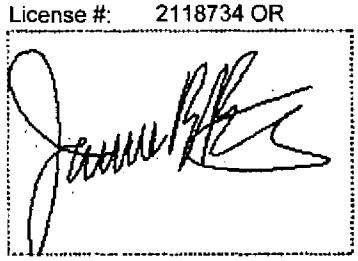
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

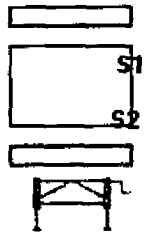
Name: J BRONG
License #: 2118734 OR



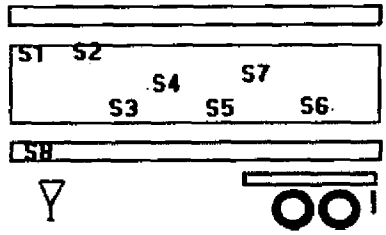
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

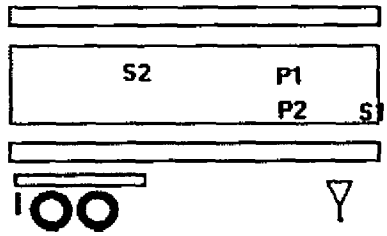
Front



Left Side



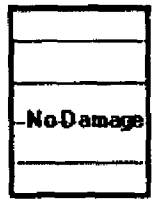
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear		No Damage	Int Left Panel	Left Side	H1-Hole			

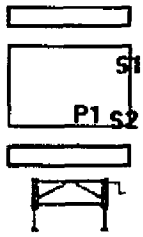
Note(s)/Comment(s)

Miscellaneous

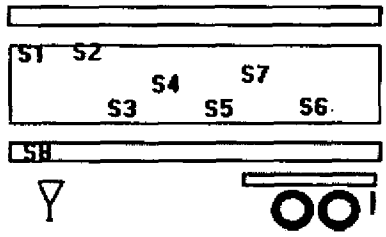
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

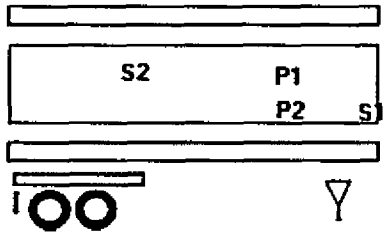
Front



Left Side



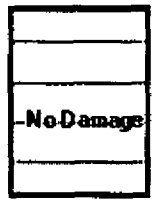
Right Side



Rear

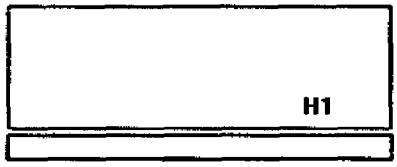
Undr Crg

Int Doors



Int Right Panel

Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		No Damage
Rear		No Damage	**Int Left Panel**	Left Side	H1-Hole			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026273

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U29547

VIN #: 1GRAA0620XB 120329
License Plate #: 1828302

Plate State: ME
Unit Description: VAN, ROAD, 53-0, A-RIDE, OHD
1999 GREAT DANE

Reefer Serial #:

Unit Last DOT Inspection: 04/2007

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: **Expires:**

Lessee shall pay for leased unit at a rate of

Rental	35.0000 / Day
Rental	175.0000 / Week
Rental	275.0000 / 4 Week
Mileage	0.0300 / Mile
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MATTHEW, RUTLAND

Date Out: 10/03/2007 10:23

Registration: PRESENT

Tires

LOF	GDYR 6/32	**LOR**	GYCP 10/32
LIF	GDYR 6/32	**LIR**	GYCP 10/32
ROF	GDYR 5/32	**ROR**	GDYR 10/32
RIF	GDYR 5/32	**RIR**	GDYR 10/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 151111

Trailer Tracking MSN: 120138906

Reefer Information

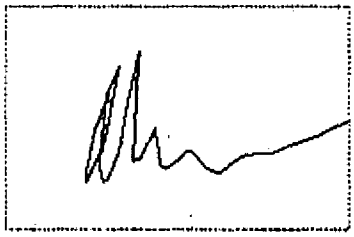
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W



DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

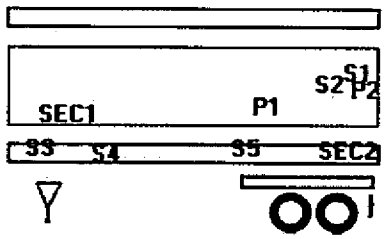
1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

Outbound Inspection (cont.)

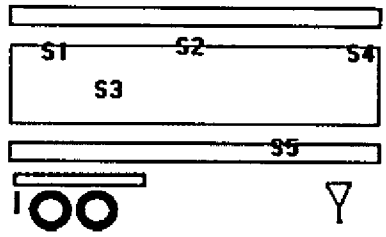
B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

Front

Left Side



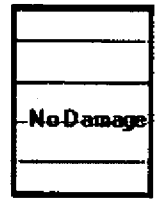
Right Side



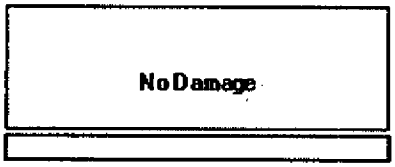
Rear

Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		No Damage	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027190

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1722 dated 6/2/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U29807

VIN #: 1PT01JAHXX6 010887

License Plate #: 1910441

Plate State: ME

Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1999 TRAILMOBILE

Reefer Serial #:

Unit Last DOT Inspection: 05/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200

Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1722	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL, TISNADO

Date Out: 05/07/2008 15:33

Registration: PRESENT

Tires

LOF	OTCP 13/32	**LOR**	GYCP 8/32
LIF	OTCP 10/32	**LIR**	OTCP 8/32
ROF	GYCP 7/32	**ROR**	BRGS 8/32
RIF	GYCP 8/32	**RIR**	GDYR 12/32

Size 295/75R 22.5

Brakes **FA** 5/8 5/8 **RA** 5/8 5/8

Hubodometer Out: 245522

Trailer Tracking MSN: 120128582

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

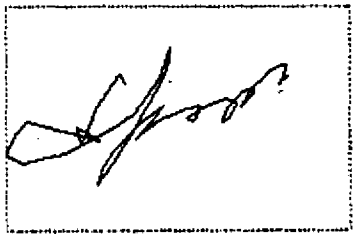
California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: V DRACHAN

License #: DRACHVA417B1 W



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 05/04/2009 10:21

Registration: PRESENT

Tires

LOF	OTCP 11/32	**LOR**	GYCP 8/32
LIF	OTCP 10/32	**LIR**	OTCP 8/32
ROF	GYCP 7/32	**ROR**	BRGS 7/32
RIF	GYCP 8/32	**RIR**	GDYR 10/32

Size 295/75R 22.5

Brakes **FA** 5/8 5/8 **RA** 5/8 5/8

Hubodometer In: 269967

Trailer Tracking MSN: 120128582

Reefer Information

Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

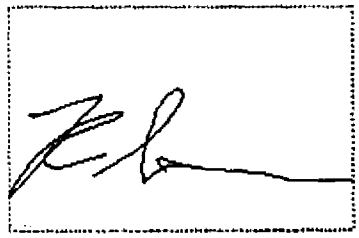
California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: R SWANEY

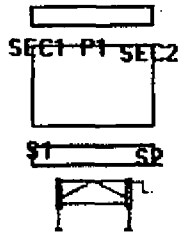
License #: SWANERC385JO V



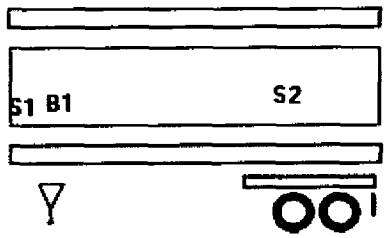
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

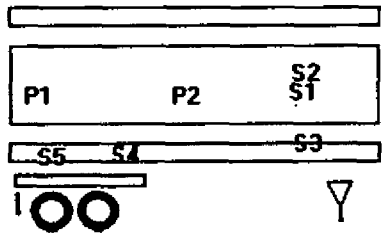
Front



Left Side



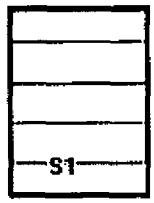
Right Side



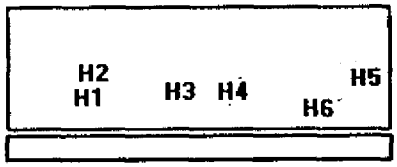
Rear

Undr Crg

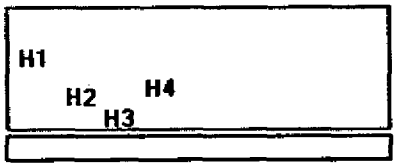
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Int Right Panel	Right Side	H2-Hole	Int Left Panel	Left Side	H3-Hole
Left Side	Side Panel	B1-Bent			H3-Hole			H4-Hole
Right Side		See Above			H4-Hole	Int Floor		No Damage
Rear		No Damage			H5-Hole	Int Front		No Damage
Undr Crg		No Damage			H6-Hole	Int Roof		See Above
Int Doors		See Above	Int Left Panel	Left Side	H1-Hole			
Int Right Panel	Right Side	H1-Hole			H2-Hole			

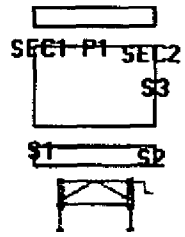
Note(s)/Comment(s)

Miscellaneous

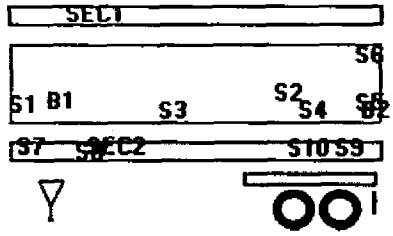
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

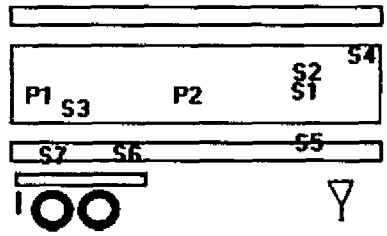
Front



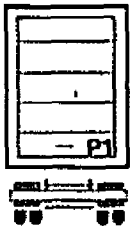
Left Side



Right Side

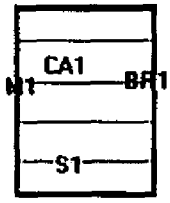


Rear

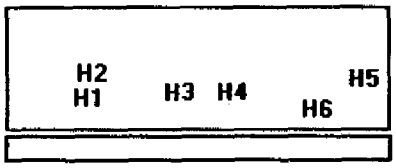


Undr Crg

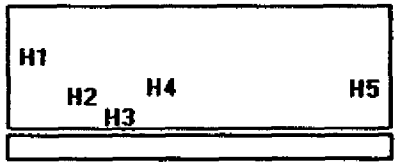
Int Doors



Int Right Panel

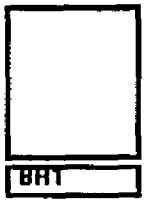


Int Left Panel

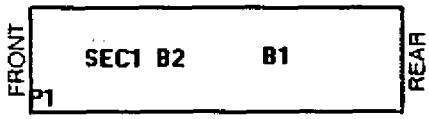


Int Floor

Int Front



Int Roof



View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Int Doors**	Interior Door	CA1-Check/Adjust	**Int Left Panel**	Left Side	H2-Hole
Left Side	Side Panel	B1-Bent	**Int Right Panel**	Right Side	H1-Hole			H3-Hole
		B2-Bent			H2-Hole			H4-Hole
Right Side		See Above			H3-Hole			H5-Hole
Rear		See Above			H4-Hole	**Int Floor**		No Damage
Undr Crg		No Damage			H5-Hole	**Int Front**	Front Wall	BR1-Broken
Int Doors	Interior Door	M1-Missing			H6-Hole	**Int Roof**	Roof	B1-Bent
		BR1-Broken	**Int Left Panel**	Left Side	H1-Hole			B2-Bent

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027169

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1722 dated 6/2/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U32197

VIN #: 1GRAA0626XS 070018
License Plate #: 1916395

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1999 GREAT DANE

Reefer Serial #:

Unit Last DOT Inspection: 03/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1722	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL, TISNADO

Date Out: 05/02/2008 12:09
Registration: PRESENT

Tires

LOF	DNLP 9/32	**LOR**	DNLP 7/32
LIF	DNLP 9/32	**LIR**	DNLP 8/32
ROF	MICH 9/32	**ROR**	GYCP 10/32
RIF	DNLP 9/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 5/8 5/8 **RA** 4/8 4/8
Hubodometer Out: 31
Trailer Tracking MSN: 120187786

Reefer Information

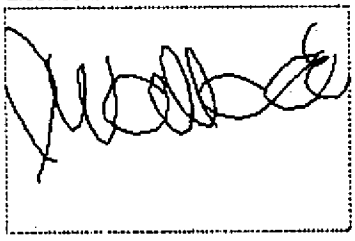
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALACE
License #: 8977501 OR



Inbound Inspection **Inspector:** DAVID, WYLIE

Date In: 04/29/2009 07:03
Registration: PRESENT

Tires

LOF	DNLP 9/32	**LOR**	DNLP 7/32
LIF	DNLP 9/32	**LIR**	DNLP 8/32
ROF	MICH 9/32	**ROR**	GYCP 10/32
RIF	DNLP 9/32	**RIR**	GYCP 10/32

Size 295/75R 22.5
Brakes **FA** 5/8 5/8 **RA** 4/8 4/8
Hubodometer In: 14993
Trailer Tracking MSN: 120187786

Reefer Information

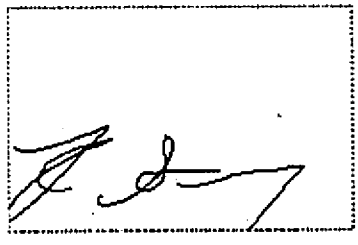
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

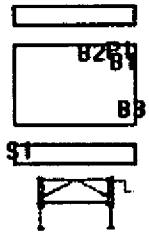
Name: R SWANEY
License #: SWANERC385JO V



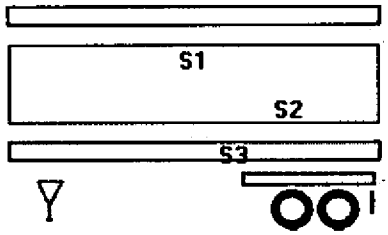
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

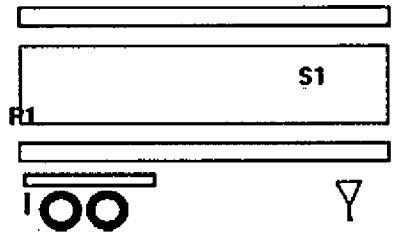
Front



Left Side



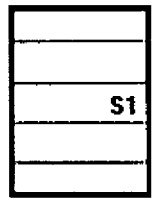
Right Side



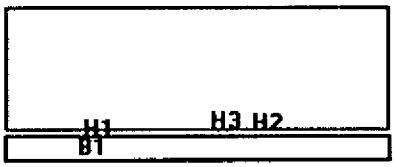
Rear

Undr Crg

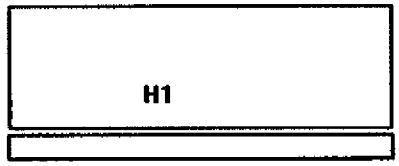
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition
Front	Front Panel	B1-Bent
		B2-Bent
		B3-Bent
Left Side		See Above
Right Side		See Above
Rear		No Damage

View	Zone	Condition
Undr Crg		No Damage
Int Doors		See Above
Int Right Panel	Right Side	H1-Hole
		B1-Bent
		H2-Hole
		H3-Hole

View	Zone	Condition
Int Left Panel	Left Side	H1-Hole
Int Floor		No Damage
Int Front		No Damage
Int Roof		No Damage

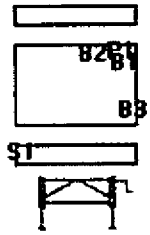
Note(s)/Comment(s)

Miscellaneous

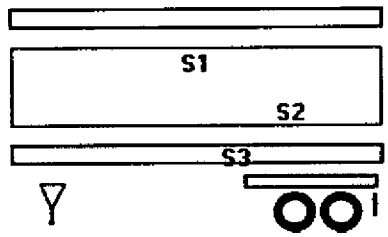
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

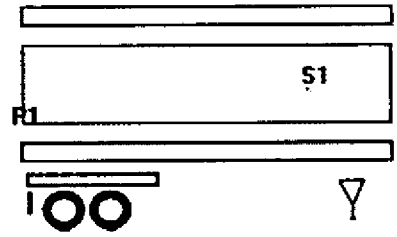
Front



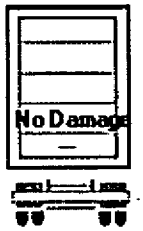
Left Side



Right Side

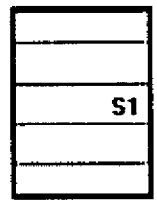


Rear

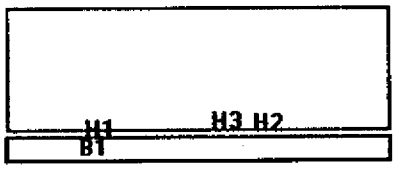


Undr Crg

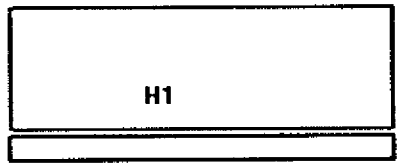
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition
Front	Front Panel	B1-Bent
		B2-Bent
		B3-Bent
Left Side		See Above
Right Side		See Above
Rear		No Damage

View	Zone	Condition
Undr Crg		No Damage
Int Doors		See Above
Int Right Panel	Right Side	H1-Hole
		B1-Bent
		H2-Hole
		H3-Hole

View	Zone	Condition
Int Left Panel	Left Side	H1-Hole
Int Floor		No Damage
Int Front		No Damage
Int Roof		No Damage

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026972

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U32264

VIN #: 1GRAA0627XS 069735
License Plate #: 1915722

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1999 GREAT DANE

Reefer Serial #:

Unit Last DOT Inspection: 02/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2008

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721	
Rental	180.0000 / 4 Week
Mileage	0.0300 / Mile
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/PTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 04/18/2008 13:12

Registration: PRESENT

Tires

LOF	YOKO 13/32	**LOR**	GDYR 11/32
LIF	YOKO 13/32	**LIR**	GDYR 12/32
ROF	YOKO 13/32	**ROR**	YOKO 12/32
RIF	YOKO 13/32	**RIR**	YOKO 12/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 892

Trailer Tracking MSN: 120188661

Reefer Information

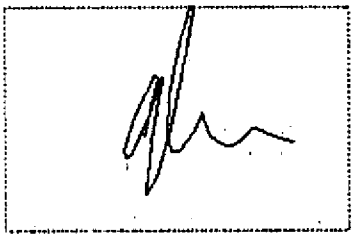
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: D JOHNSON
License #: JOHNSDS392R7 W



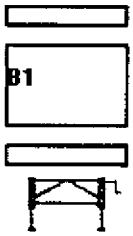
DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

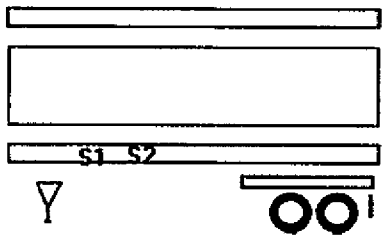
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

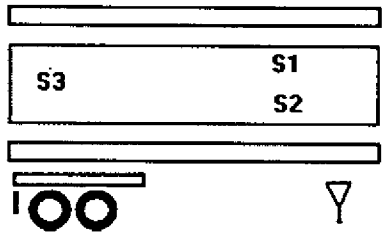
Front



Left Side



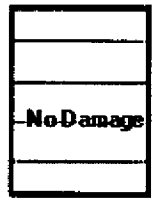
Right Side



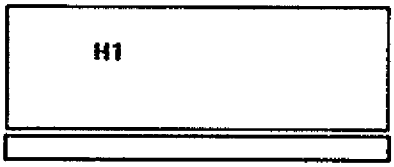
Rear

Undr Crg

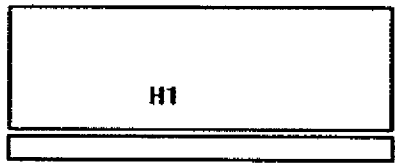
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**		No Damage	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Roof**		See Above
Rear		No Damage	**Int Left Panel**	Left Side	H1-Hole			

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067026955

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

The Equipment described below is incorporated into and governed by long-term Equipment Lease Agreement no. 067L1721 dated 4/18/2008

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT U33496

VIN #: 1PT01JAH2X6 014285
License Plate #: 1919190

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
1999 TRAILMOBILE

Reefer Serial #:

Unit Last DOT Inspection: 01/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental rates as specified on Schedule A-067L1721

Rental	180.0000 / 4 Week
Mileage	0.0300 / Mileage
Tracking - Service Chai	0.0001 / Billing Period
ETO Chg Month 13	1.0000 / Once
Estimated Miles	100.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 24 Month **Auth By:**

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 02/27/2008 13:11
Registration: PRESENT

Tires

LOF	GDYR 8/32	**LOR**	OTCP 7/32
LIF	GDYR 8/32	**LIR**	OTCP 6/32
ROF	MICH 15/32	**ROR**	GYCP 12/32
RIF	OTCP 13/32	**RIR**	GYCP 12/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 4/8 4/8

Hubodometer Out: 133989

Trailer Tracking MSN: 120137602

Reefer Information

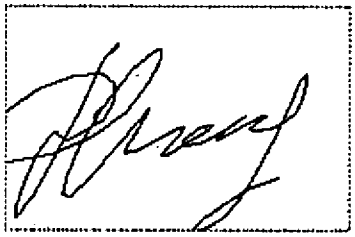
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: V DRACHAN
License #: DRACHVA417B1 W



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 11:23
Registration: PRESENT

Tires

LOF	GYCP 12/32	**LOR**	OTCP 7/32
LIF	GYCP 12/32	**LIR**	OTCP 6/32
ROF	MICH 18/32	**ROR**	GYCP 10/32
RIF	OTCP 15/32	**RIR**	GYCP 10/32

Size 295/75R 22.5

Brakes **FA** 4/8 4/8 **RA** 3/8 3/8

Hubodometer In: 154271

Trailer Tracking MSN: 120137602

Reefer Information

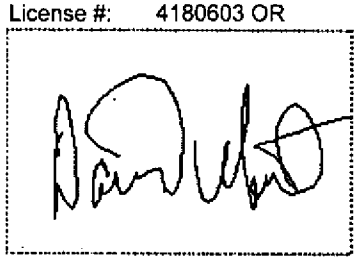
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

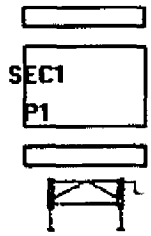
Name: D WHEAT
License #: 4180603 OR



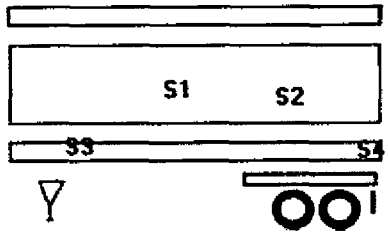
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

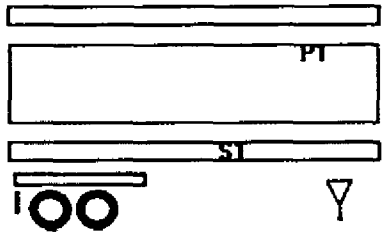
Front



Left Side



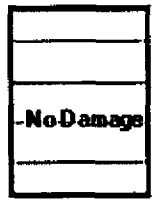
Right Side



Rear

Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

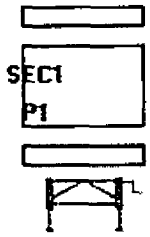
Note(s)/Comment(s)

Miscellaneous

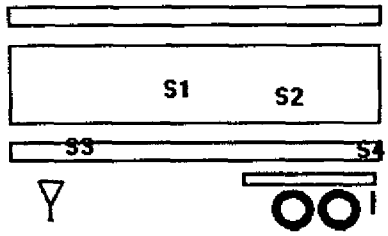
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

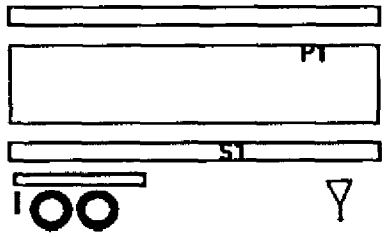
Front



Left Side



Right Side



Rear

Undr Crg

Int Doors

Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		See Above
Rear		No Damage	Int Left Panel		No Damage			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027252

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Unit #: OTRT U35794

VIN #: 1PT01JAH8Y6 006645
License Plate #: 1927695

Plate State: ME
Unit Description: VAN, ROAD, 53-0, S-RIDE, OHD
2000 TRAILMOBILE

Reefer Serial #:

Unit Last DOT Inspection: 04/2008

Lessee shall pay for leased unit at a rate of

Rental	30.0000 / Day
Rental	150.0000 / Week
Rental	275.0000 / 4 Week
Mileage	0.0300 / Mileage
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL, TISNADO

Date Out: 05/15/2008 11:21
Registration: PRESENT

Tires

LOF	TOYO 11/32	**LOR**	OTCP 12/32
LIF	OTCP 8/32	**LIR**	OTCP 13/32
ROF	OTCP 15/32	**ROR**	OTCP 14/32
RIF	OTCP 15/32	**RIR**	OTCP 14/32

Size 295/75R 22.5
Brakes **FA** 6/8 6/8 **RA** 3/8 3/8
Hubodometer Out: 163426
Trailer Tracking MSN: 120189023

Reefer Information

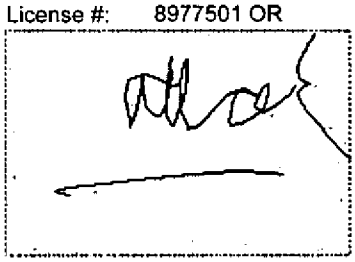
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 04/29/2009 09:03
Registration: PRESENT

Tires

LOF	TOYO 11/32	**LOR**	OTCP 12/32
LIF	OTCP 8/32	**LIR**	OTCP 13/32
ROF	OTCP 15/32	**ROR**	OTCP 14/32
RIF	OTCP 15/32	**RIR**	OTCP 14/32

Size 295/75R 22.5
Brakes **FA** 6/8 6/8 **RA** 3/8 3/8
Hubodometer In: 177297
Trailer Tracking MSN: 120189023

Reefer Information

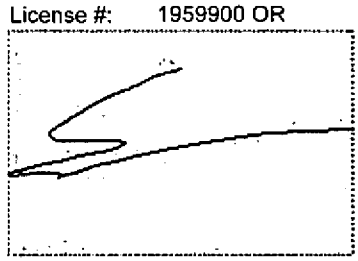
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: E GASSNER
License #: 1959900 OR

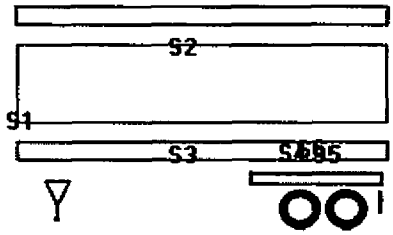


Outbound Inspection (cont.)

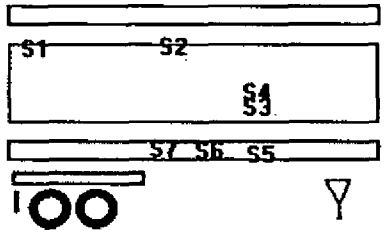
B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

Front

Left Side



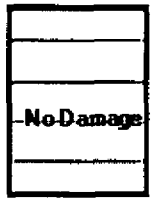
Right Side



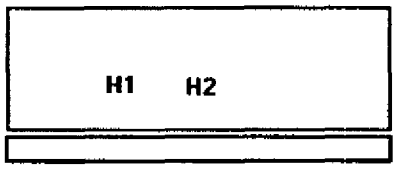
Rear

Undr Crg

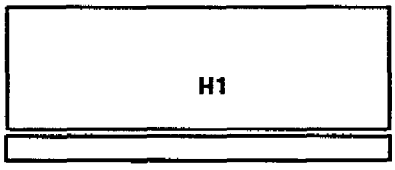
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		No Damage	**Undr Crg**		No Damage	**Int Left Panel**	Left Side	H1-Hole
Left Side		See Above	**Int Doors**		No Damage	**Int Floor**		No Damage
Right Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Rear		No Damage			H2-Hole	**Int Roof**		No Damage

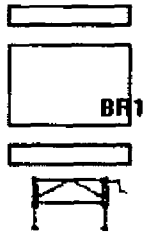
Note(s)/Comment(s)

Miscellaneous

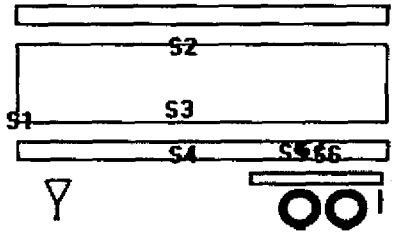
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

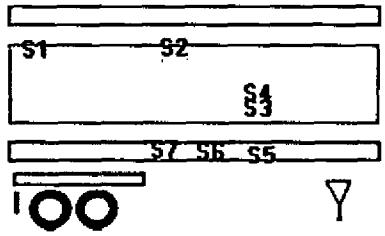
Front



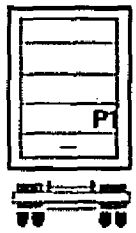
Left Side



Right Side

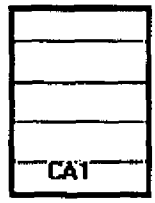


Rear

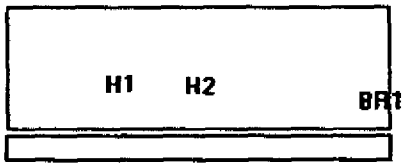


Undr Crg

Int Doors



Int Right Panel



Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	BR1-Broken	**Int Doors**	Interior Door	CA1-Check/Adjust	**Int Floor**		No Damage
Left Side		See Above	**Int Right Panel**	Right Side	H1-Hole	**Int Front**		No Damage
Right Side		See Above			H2-Hole	**Int Roof**		No Damage
Rear		See Above			BR1-Broken			
Undr Crg		No Damage	**Int Left Panel**	Left Side	H1-Hole			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	1	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027284

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2008

Unit #: OTRT U42059

VIN #: 3H3V532C53T 149059
License Plate #: 2613034

Plate State: ME
Unit Description: VAN, ROAD, 53-0, A-RIDE, OHD
2003 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 03/2008

Lessee shall pay for leased unit at a rate of

Rental	35.0000 / Day
Rental	175.0000 / Week
Rental	275.0000 / 4 Week
Mileage	0.0300 / Mile
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** MICHAEL TISNADO

Date Out: 05/19/2008 12:38

Registration: PRESENT

Tires

LOF	GYCP 11/32	**LOR**	GYCP 11/32
LIF	GYCP 11/32	**LIR**	GYCP 11/32
ROF	GYCP 11/32	**ROR**	GYCP 11/32
RIF	GYCP 11/32	**RIR**	GYCP 11/32

Size 295/75R 22.5

Brakes **FA** 5/8 5/8 **RA** 5/8 5/8

Hubodometer Out: 148709

Trailer Tracking MSN: 120135201

Reefer Information

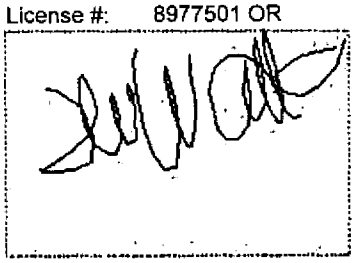
Fuel Level:	N/A
Engine Hours:	N/A
Elec. S. Hours Protected:	N/A

California B.I.T. Inspection

Brake Adjustment:	N/A	Brake System:	N/A
Suspension:	N/A	Tires & Wheels:	N/A
Vehicle Connection Device:	N/A		

Driver Signature

Name: J WALLACE
License #: 8977501 OR



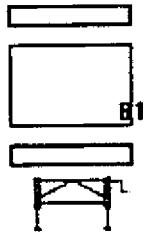
DAILY OR PRE-TRIP LESSEE/DRIVER SAFETY CHECK LIST

1. Maintain tire air pressure as indicated on tire side wall. Check for and repair flat tires. Check wheels and rims for damage. Torque lug nuts on all disc wheels to 450-500 foot pounds every 1,500 miles
2. Check all brakes including trailer brake connections. Properly adjust brakes.
3. Check and maintain oil level on axles and hydraulic goosenecks.
4. Check all lighting devices, reflectors and other emergency equipment.
5. Check all coupling devices. Check that all safety pins, slider pins and connecting locks are in the locked position.
6. Every six months, torque U-bolts on air ride equipped trailers to 750 foot pounds and spring rides to 360-400 foot pounds.
7. Check forward bulkheads on flatbed trailers.
8. On refrigeration units:
   a) Check thermostat temperature at least every 4 hours during use.
   b) Maintain sufficient fuel in supply tank for continued operation.
   c) Check engine oil level and maintain at full mark.
   d) Start engine to charge battery at least every week for a minimum of two hours.
9. The last DOT Inspection was performed on the date indicated hereon next to the "Unit Last DOT Inspection" designation. DOT Inspection are due to be performed annually on or before the last day of the same month.
10. Inform **XTRA LEASE** promptly if unit is lost, stolen or involved in an accident.

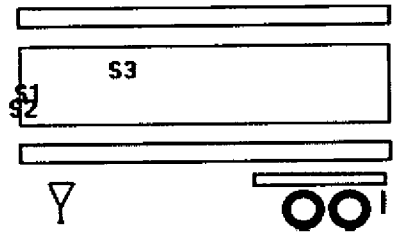
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

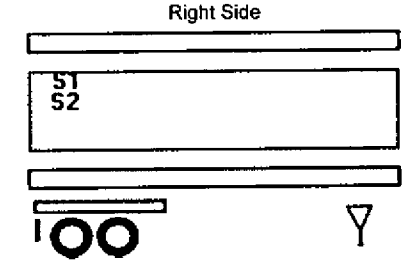
Front



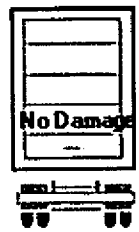
Left Side



Right Side

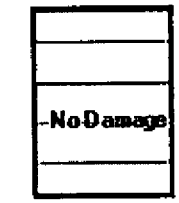


Rear

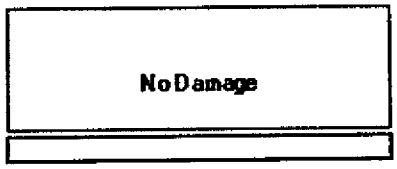


Undr Crg

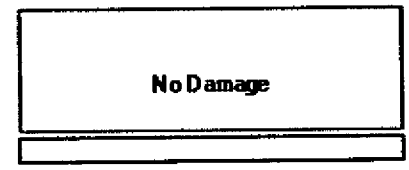
Int Doors



Int Right Panel



Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front	Front Panel	B1-Bent	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear		No Damage	Int Left Panel		No Damage			

Note(s)/Comment(s)

Miscellaneous

EQUIPMENT RENTAL AGREEMENT # 067027296

4301 NORTH SUTTLE ROAD, PORTLAND, OR 97217 Phone #:(503)283-1030

Return Location

PORTLAND(67)
4301 NORTH SUTTLE ROAD
PORTLAND, OR 97217
Phone# (503)283-1030

Lessee's rental, lease, acceptance, possession, or use of this Equipment or any other XTRA LEASE Equipment and all of Lessee's transactions and dealings with XTRA LEASE are governed by the XTRA LEASE Standard Terms & Conditions.

Unit #: OTRT W48986

VIN #: 3H3V532C06T 184077
License Plate #: 295185Z

Plate State: ME
Unit Description: VAN, ROAD, 53-0, A-RIDE, OHD
2006 HYUNDAI

Reefer Serial #:

Unit Last DOT Inspection: 03/2008

Lessee Name & Address

G.I. JOE'S DBA JOE'S SPORTS, INC.
9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Garage/Stored At

9805 SW BOECKMAN RD
WILSONVILLE, OR 97070-9282

Phone #: (503)682-2242 **Fax #:** (503)682-7200
Customer #: 47BU4

Equipment Utilized For

Over the Road

Insurance Information

Agent: AON RISK SERVICES OF OREGON **Expires:** 10/1/2009

Lessee shall pay for leased unit at a rate of

Rental	35.0000 / Day
Rental	175.0000 / Week
Rental	300.0000 / 4 Week
Mileage	0.0300 / Mileage
Estimated Miles	50.0000 / Billing Period

Miscellaneous Rates

P.O. #:

Minimum Term of 1 Day **Auth By:** Christy Dollar

CDW/FTW Options

Lessee's election to accept or decline the Collision Damage and Fire/Theft waiver("CDW") offered by XTRA LEASE is as indicated herein.

Collision Damage: Not Applicable **Fire/Theft:** Not Applicable

Lessee shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). Notwithstanding Lessee's election to accept or decline CDW, upon ten(10) days prior written notice, XTRA LEASE, in its sole discretion, may discontinue providing CDW to Lessee.

Outbound Inspection **Inspector:** JANICE, BACHMAN

Date Out: 05/23/2008 12:28
Registration: PRESENT

Tires

LOF	YOKO 12/32	**LOR**	YOKO 11/32
LIF	YOKO 12/32	**LIR**	YOKO 11/32
ROF	YOKO 12/32	**ROR**	YOKO 11/32
RIF	YOKO 12/32	**RIR**	YOKO 11/32

Size 295/75R 22.5
Brakes **FA** 6/8 6/8 **RA** 6/8 6/8
Hubodometer Out: 10874
Trailer Tracking MSN: 120137630

Reefer Information

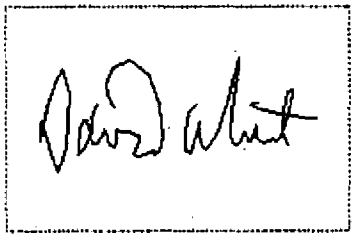
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment: N/A Brake System: N/A
Suspension: N/A Tires & Wheels: N/A
Vehicle Connection Device: N/A

Driver Signature

Name: D WHEAT
License #: 4180603 OR



Inbound Inspection **Inspector:** MICHAEL, TISNADO

Date In: 02/13/2009 12:14
Registration: PRESENT

Tires

LOF	YOKO 12/32	**LOR**	YOKO 11/32
LIF	YOKO 12/32	**LIR**	YOKO 11/32
ROF	YOKO 12/32	**ROR**	YOKO 11/32
RIF	YOKO 12/32	**RIR**	YOKO 11/32

Size 295/75R 22.5
Brakes **FA** 6/8 6/8 **RA** 6/8 6/8
Hubodometer In: 11330
Trailer Tracking MSN: 120137630

Reefer Information

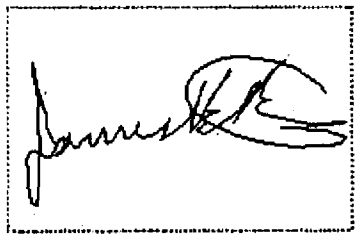
Fuel Level: N/A
Engine Hours: N/A
Elec. S. Hours Protected: N/A

California B.I.T. Inspection

Brake Adjustment: N/A Brake System: N/A
Suspension: N/A Tires & Wheels: N/A
Vehicle Connection Device: N/A

Driver Signature

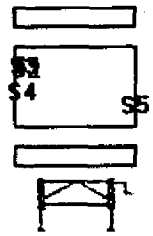
Name: J BRONG
License #: 2118734 OR



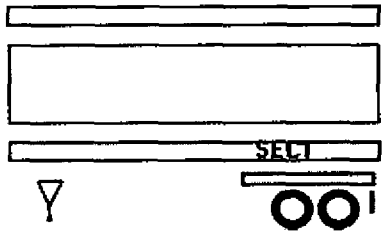
Outbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

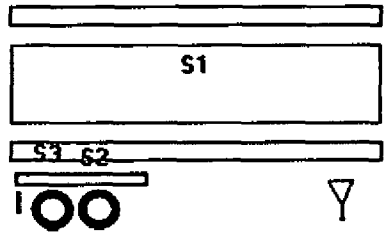
Front



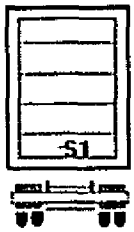
Left Side



Right Side

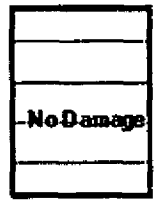


Rear



Undr Crg

Int Doors



Int Right Panel

Int Left Panel

Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	Undr Crg		No Damage	Int Floor		No Damage
Left Side		See Above	Int Doors		No Damage	Int Front		No Damage
Right Side		See Above	Int Right Panel		No Damage	Int Roof		No Damage
Rear		See Above	Int Left Panel		No Damage			

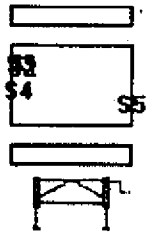
Note(s)/Comment(s)

Miscellaneous

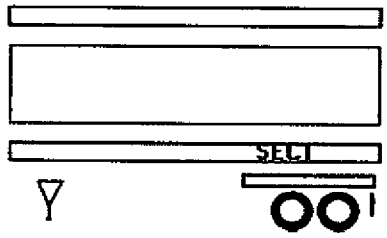
Inbound Inspection (cont.)

B=Bent BR=Broken C=Cut CA=Check/Adjust H=Hole M=Missing O=Other P=Patch S=Scrape SEC=Section

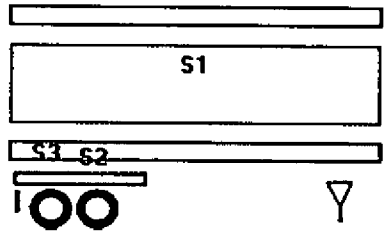
Front



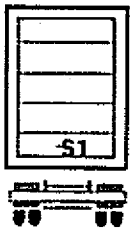
Left Side



Right Side

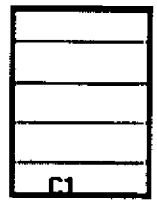


Rear



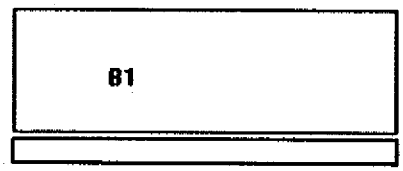
Undr Crg

Int Doors



Int Right Panel

Int Left Panel



Int Floor

Int Front

Int Roof

View	Zone	Condition	View	Zone	Condition	View	Zone	Condition
Front		See Above	**Undr Crg**		No Damage	**Int Floor**		No Damage
Left Side		See Above	**Int Doors**	Interior Door	C1-Cut	**Int Front**		No Damage
Right Side		See Above	**Int Right Panel**		No Damage	**Int Roof**		No Damage
Rear		See Above	**Int Left Panel**	Left Side	B1-Bent			

Tire & Brake

Tires	0	Condition(s) Noted
Brake System	0	Condition(s) Noted

Trailer Tracking

Trailer Tracking Device	0	Condition(s) Noted

Note(s)/Comment(s)

Miscellaneous

XTRA LEASE LLC
STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions apply to all transactions and dealings with XTRA Lease, including, but not limited to, all leases or rentals of XTRA Lease Equipment, whether pursuant to a long-term Equipment Lease Agreement, National Account Agreement, Short-term Rental Agreement, Equipment Rental Agreement or any other agreement.

1. DEFINITIONS.

(a) **"Casualty Loss Value"** shall be equal to either the fair market value, as determined by **XTRA Lease**, or **XTRA Lease's** book value of a unit of Equipment, **whichever is greater**, and shall be determined on the first day of the month during which the loss or destruction of such unit of Equipment occurs.

(b) **"Communication Services"** means the two-way wireless tracking and mobile information management services provided to **Lessee** by or through **XTRA Lease** that utilize the communications network provided by third-party licensors of **XTRA Lease**.

(c) **"Default"** has the meaning as set out in Section 21.

(d) **"Equipment"** means the **XTRA Lease** semi-trailer, chassis, refrigerated trailer, or other over-the-road or storage equipment together with the attached Trailer Tracking Unit and related sensors, if applicable.

(e) **"Equipment Damage Notification"** means the document provided to **Lessee** by **XTRA Lease**, in electronic or other format, that specifies damages noted whenever **Lessee** returns a unit of Equipment to an **XTRA Lease** location.

(f) **"Equipment Lease Agreement"** means a true lease agreement between **Lessee** and **XTRA Lease** for the leasing of **XTRA Lease** Equipment by the **Lessee** for a specified Lease Term and at specified Use Charges.

(g) **"Equipment Rental Agreement"** means the agreement provided to **Lessee** by **XTRA Lease**, in electronic or other format, whenever a unit of Equipment is picked-up or returned to an **XTRA Lease** location by **Lessee**.

(h) **"Intellectual Property"** has the meaning as set out in Section 23.

(i) **"Lease"** means any and all arrangements or agreements whereby **Lessee** leases or rents Equipment from **XTRA Lease**, including, but not limited to, long-term Equipment Lease Agreements, National Account Agreements, short-term Rental Agreements and Equipment Rental Agreements.

(j) **"Lease Term"** means the agreed upon term of the Lease contained in an Equipment Lease Agreement or the agreed upon minimum rental term of a Short-term Rental Agreement as listed on the Equipment Rental Agreement.

(k) **"Lessee"** means the individual or entity that enters into a Lease with **XTRA Lease**. Where appropriate the term **Lessee** shall be deemed to include the term **Lessee's**

Agent.

(l) **"Lessee's Agent"** means the driver or other representative who picks-up, inspects, takes possession of, or returns a unit of Equipment on behalf of the **Lessee** to an **XTRA Lease** location.

(m) **"National Account Agreement"** means a rate agreement between **Lessee** and **XTRA Lease** for the leasing of Equipment by the **Lessee** at specified Use Charges.

(n) **"Return Repair Criteria"** – means **XTRA Lease's** current repair standards which list the minimum condition in which the **Lessee** shall maintain the Equipment and the minimum condition in which the Equipment must be when returned by **Lessee** to **XTRA Lease.**

(o) **"Short-term Rental Agreement"** means an agreement between **Lessee** and **XTRA Lease** for the leasing of Equipment by **Lessee** at a specified rate for Use Charges, for a specified Lease Term, but whereby **XTRA Lease** does not commit to guarantee the current specified rate for Use Charges.

(p) **"Software"** means (i) the software code that is embedded within the Trailer Tracking Unit, (ii) any other software provided to **Lessee** relating to the Trailer Tracking Unit directly or through Internet access, (iii) any user documentation provided to **Lessee**, and (iv) any subsequent versions or upgrades of software which **XTRA Lease** elects to provide to **Lessee.**

(q) **"Standard Terms and Conditions"** means the **XTRA Lease** Standard Terms and Conditions contained in this document and as may be amended by **XTRA Lease** from time to time.

(r) **"Trailer Tracking Unit"** means the product created by **XTRA Lease's** third-party licensor, which provides mobile communication, tracking, and other Equipment management services.

(s) **"Use Charges"** means the required payments to be made by **Lessee** to **XTRA Lease** for every day (including Saturdays, Sundays, and Holidays) Equipment is on lease or rent to **Lessee** whether or not such Equipment is in the use, possession, control or operation of **Lessee.** Use Charges shall include the rental rate set forth in the Lease plus any and all other charges required to be paid by **Lessee** therein, including, but not limited to, fees for use of the **Software and Communication Services** and RoadWatch™ assistance calls.

(t) **"written"** or **"In writing"** shall mean in print copy format or in electronic format.

(u) **"XTRA XPRESS"** means the process whereby **XTRA Lease** will electronically format and deliver to **Lessee**, by e-mail or other automated process, Leases, Equipment Rental Agreements, Equipment Damage Notifications, invoices and other notices.

(v) **"XTRA Lease"** as used herein shall mean XTRA LLC, a Maine limited liability company, (formerly known as XTRA, Inc.), XTRA Lease LLC, a Delaware limited liability company, (formerly known as XTRA Lease, Inc.), GTR Rental LLC, a Delaware limited liability company, (formerly known as CitiCapital Trailer Rental, Inc. and Associates Rental Systems, Inc., among others), Strick Lease, Inc., a Delaware corporation, AJF Warehouse Distributors, Inc., an Illinois corporation, Rentco Trailer Corporation, a Delaware corporation, XTRA

Intermodal, Inc., a Delaware corporation, and XLI, Inc., (formerly known as XTRA Leasing, Inc.), as applicable, depending upon which entity holds title to, or is the finance lessee of, the Equipment leased hereunder.

(w) **"XTRA Web Site"** has the meaning as set out in Section 24.

2. EQUIPMENT COVERED, TERM AND OWNERSHIP.

The specific Equipment covered by the Lease, as well as the delivery/pickup date and the termination date of the Lease for such Equipment, shall be as set forth in the Lease and may be included on **XTRA Lease's** invoices, which invoices are incorporated herein by reference. Upon the termination date the Lease shall terminate except with respect to provisions contained herein intended to survive the termination date, such as those providing for, without limitation, limitations of liability, indemnity, confidentiality, payment and billing, which shall survive the termination date. Notwithstanding the termination of the Lease, if **Lessee** maintains possession of the Equipment, **XTRA Lease**, in its sole discretion, may (a) upon 10 days written notice to the **Lessee** change the Use Charges as specified in such notice, or (b) demand the **Lessee's** immediate return of the Equipment. In the event that **XTRA Lease** does not elect either (a) or (b) above, the **Lessee's** responsibilities under the Lease, including the payment of Use Charges, shall continue until all of the Equipment is returned to **XTRA Lease.** Notwithstanding any other language contained herein or therein, neither the Lease nor any agreement that results therefrom conveys any ownership rights to the **Lessee** and all right, title and ownership of the Equipment, Software, Communication Services, or XTRA Web Sites, including any and all Intellectual Property in connection therewith is and shall remain with **XTRA Lease.**

3. AUTHORIZATION TO ENTER INTO LEASE & ACCEPTANCE OF STANDARD TERMS AND CONDITIONS.

By submitting or completing an **XTRA Lease** customer application, entering into a Lease with **XTRA Lease**, taking possession of Equipment from **XTRA Lease,** executing an Equipment Rental Agreement, completing payment of any invoices to **XTRA Lease** or completing any other transaction with **XTRA Lease, Lessee** and **Lessee's Agents** represent and warrant that they are authorized on behalf of **Lessee** and, if applicable, on behalf of those companies identified in a National Account Agreement as "Companies Authorized to Rent Equipment", to enter such agreements and transactions with **XTRA Lease** and expressly acknowledge receipt and on-going acceptance of **XTRA Lease's** Standard Terms and Conditions as such Standard Terms and Conditions may be amended from time-to-time and posted on the XTRA Web Site.

4. DELIVERY, RECEIPT & DROPOFF OF XTRA LEASE EQUIPMENT.

As a condition precedent to **Lessee's** pick-up of Equipment at any **XTRA Lease** location, **Lessee's Agent** must provide proof of identification to **XTRA Lease** in the form of a valid commercial driver's license. By taking possession of the Equipment, **Lessee** acknowledges receipt of the Equipment in good repair and working condition. **Lessee** shall redeliver Equipment, at **Lessee's** expense and subject to applicable restrictions and dropoff charges, if any, and in accordance with the Lease to the **XTRA Lease** location at which **Lessee** picked-up Equipment, unless otherwise provided in the Lease.

5. SUBLICENSE OF SOFTWARE.

XTRA Lease hereby grants to **Lessee** a non-exclusive, non-transferable and limited sub-license

to use the Software subject to the conditions and restrictions of the Lease and these Standard Terms and Conditions solely for the purpose of utilizing the Trailer Tracking monitoring for the Equipment leased from **XTRA Lease**. **Lessee** shall make no other use of the Software or Communications Services and shall not copy the Software or provide the Software or access to the Software to any third party. The Software will be in object code form only, and will not include any source code or the right to use any source code. **Lessee** agrees that it will not reverse engineer, decompile, or disassemble the Trailer Tracking Unit or Software. **Lessee** agrees to use the Software only in connection with **Lessee's** use of the Communication Services.

6. SUBLICENSE OF COMMUNICATION SERVICES.

XTRA Lease hereby grants to **Lessee** a non-exclusive, non-transferable, limited sub-license to access the Communication Services for use with the Trailer Tracking Unit in the United States, Mexico, and Canada. **Lessee** acknowledges and understands that (1) it shall use all information provided via the Communication Services at **Lessee's** own risk, and (2) **Lessee** shall acquire no proprietary interest in any telephone number that may be assigned to **Lessee** for use with the Communication Services. **Lessee** acknowledges that disruption of Communication Services may occur from time to time for routine and emergency maintenance and other reasons beyond the control of **XTRA Lease**. **Lessee** shall have no remedy against **XTRA Lease**, any third party licensor of **XTRA Lease**, or the underlying wireless services carrier, and **Lessee** hereby releases **XTRA Lease** and all of its licensors, and the underlying wireless services carrier from all liability relating to such disruption. If, and only if, Use Charges relating to the Communication Services are billed separately to **Lessee** as part of the total Use Charges for the Equipment, **Lessee's** sole remedy for any disruption or failure of the Communication Services shall be that portion of the Use Charges paid by **Lessee** for Communication Services relating to the period of service during which such failure or disruption occurred, provided that such disruption or failure is not corrected by **XTRA Lease** within thirty (30) days after receiving written notice from **Lessee** of such failure or disruption. **Lessee waives the provisions of any state law limiting or prohibiting a general release.**

7. PAYMENT.

Use Charges shall commence on the date the Equipment is available for delivery to or pickup by **Lessee**. Notwithstanding any other language contained in these Standard Terms and Conditions, Use Charges shall continue until such Equipment is returned to **XTRA Lease** at the **XTRA Lease** location set forth in the Lease, in the same condition as when received, normal wear excepted, or until payment is made of the Casualty Loss Value as provided herein. **Lessee** shall pay all invoices within ten (10) days from date of invoice. Use Charges are based on a twenty-eight (28) day billing period unless otherwise specified. Unless otherwise stated in the Lease, in the event of return of the Equipment to **XTRA Lease** prior to the expiration of the billing period in effect at the time of return, Use Charges for the final partial billing period shall be adjusted to the appropriate weekly and daily rate, as applicable. **Lessee** shall make all payments in U.S. currency to the lockbox address provided by **XTRA Lease** and **Lessee** shall not deliver payments directly to any **XTRA Lease** location. Overdue payments may be assessed interest equal to the lesser of 18% per annum or the maximum rate permitted by law. If **Lessee** provides **XTRA Lease** with a check, or authorizes **XTRA Lease** to collect payments through a pre-authorized payment, electronic payment, or any other form of payment that is returned due to insufficient funds, or payment is otherwise declined, the **Lessee** shall be subject to and agrees to pay **XTRA Lease** an additional processing fee of One Hundred Dollars ($100.00) for each such occurrence.

8. MAINTENANCE AND USE OF EQUIPMENT.

(a) **Lessee** shall maintain, at **Lessee's** own expense and in accordance with the Return Repair Criteria, the Equipment in good condition, free from known defects and fit for its designated purpose and **Lessee** shall return all Equipment to **XTRA Lease** in the same condition as when received, normal wear excepted. **Lessee** or **Lessee's Agent** is responsible for performing all daily pre-trip inspections and safety inspections required by DOT or any state or local laws.

(b) **Lessee** shall not use the Equipment for the transportation or storage of unprotected corrosive substances, trash, medical and/or solid waste and/or hazardous materials ("Hazardous Materials"). **Lessee's** use of the Equipment for such purposes or the violation of any federal, state or local laws, rules or regulations regarding the transportation of Hazardous Materials shall be considered a Default of the Lease. **Lessee** shall promptly notify **XTRA Lease** of any such Default. If **Lessee** notifies **XTRA Lease** or **XTRA Lease** determines that Hazardous Materials were placed in the Equipment, **XTRA Lease** may, in its sole discretion, (a) require the **Lessee** to immediately pay **XTRA Lease** the Casualty Loss Value of the Equipment; or (b) require **Lessee**, at **Lessee's** sole expense to restore and decontaminate the Equipment and provide proof of such decontamination, including without limitation, methodology and pre and post decontamination sampling results and any other inspection or testing **XTRA Lease** deems necessary to perform.

(c) **Lessee** shall not remove, obscure, obliterate or otherwise alter any marks of identification on the Equipment, or make any structural alterations to the Equipment. Prior to **Lessee's** return of the Equipment to **XTRA Lease**, all marks of identification or logos applied to the Equipment by or for **Lessee** shall be removed and the surface restored at **Lessee's** expense.

(d) **Lessee** agrees to make the Equipment available at an **XTRA Lease** location at six (6) month intervals or twenty five thousand (25,000) miles, whichever comes first. Upon **Lessee** making the Equipment available at such locations, unless the terms of the Lease state otherwise, **XTRA Lease** agrees to conduct inspections of the Equipment including any Federal Department of Transportation ("DOT") inspections and provide, at its expense, replacement tires, brakes, lights, lubricants and any other parts worn due to normal wear as needed; provided however, **Lessee** shall be responsible for all expenses relating to replacement tires, brakes, lights, lubricants and any other parts which are broken, inoperable or worn for reasons other than normal wear, including but not limited to the action or inaction of the **Lessee**. Any tires replaced at locations other than **XTRA Lease** facilities must be returned to **XTRA Lease** within thirty (30) days of such replacement. Upon failure to do so, **XTRA Lease** will invoice **Lessee** for the full cost of such tires, including all labor costs and any drayage and road service charges, and **Lessee** shall be responsible therefore. If Equipment is equipped with radial tires, **Lessee** shall return the Equipment with radial tires of equal quality, as determined by **XTRA Lease,** in its sole discretion. Upon failure to do so, **XTRA Lease** will install new radial tires on such Equipment, and **Lessee** shall be responsible for the full cost of such replacement, including all labor costs and road service charges, if any.

(e) **Lessee** is responsible for all damage to the Equipment and must notify **XTRA Lease** promptly of any potential mechanical failure or problem.

(f) If the Equipment provided to **Lessee** is designated to be utilized as a storage trailer,

such Equipment is intended for storage use only and should not be used to transport merchandise and/or freight over-the-road. If **Lessee**, following initial delivery of such storage trailer, operates Equipment over-the-road in violation of the preceding sentence, **Lessee** shall be responsible for all drayage and road service charges and **Lessee** shall pay **XTRA Lease** a mileage charge of $.10 per mile traveled by such storage trailer following initial delivery to **Lessee.**

9. DAMAGE AND REPAIRS TO EQUIPMENT.

(a) In the case of total loss of a unit of Equipment beyond economic repair for any reason, including theft, collision, confiscation, fire, destruction, natural disaster or any other total casualty, regardless of where it may have occurred, and notwithstanding any amounts which may be paid or disputed by **Lessee's** insurance company, **Lessee** is responsible for and shall promptly pay **XTRA Lease** the Casualty Loss Value of such unit of Equipment. **XTRA Lease** reserves the right to determine whether a unit of Equipment has in fact suffered an event of total loss or damage beyond economic repair. **Lessee's** requests for Casualty Loss Value quotes shall in no way constitute notice to **XTRA Lease** that **Lessee** has suffered a total loss of a unit of Equipment.

(b) In case of partial loss or damage to any unit of Equipment regardless of where it may have occurred, (except the Trailer Tracking Unit), **Lessee** shall make all repairs and/or replacements at **Lessee's** expense in accordance with the Return Repair Criteria. **Lessee** shall not attempt to repair and shall return to **XTRA Lease** for repair all non-functioning or damaged Trailer Tracking Units. With respect to any Equipment (including the Trailer Tracking Unit) returned to **XTRA Lease** in a non-functioning or damaged condition or not repaired in compliance with the Return Repair Criteria, **Lessee** shall be liable to **XTRA Lease** for the total estimated or actual cost of any such damage, including necessary drayage charges, whether or not the damaged Equipment is actually repaired.

(c) **Lessee** shall maintain and upon written request, provide **XTRA Lease** with written descriptions of all maintenance work or repairs made to the Equipment. In accordance with the Return Repair Criteria, **Lessee** shall use first class materials and parts in the repair and service of the Equipment. In addition to any other applicable warranty, **Lessee** agrees that it will, at its own expense, rectify, repair and replace any and all known defects or other conditions to the Equipment not in compliance with the Return Repair Criteria, arising from defective or improper materials or workmanship furnished by it, its subcontractors or its or their employees and agents.

10. LIMITED WARRANTIES.

By taking possession of the Equipment Lessee acknowledges receipt of the Equipment in good and satisfactory condition. Lessee waives the provisions of any state law limiting or prohibiting a general release. XTRA LEASE IS NOT A SUPPLIER OR MANUFACTURER (AS SUCH TERMS ARE DEFINED OR USED IN THE UNIFORM COMMERCIAL CODE). NO WARRANTY, EXPRESS OR IMPLIED, IS MADE BY XTRA LEASE OF THE QUALITY OF DESIGN, MANUFACTURE, OR CONDITION OF THE EQUIPMENT, SOFTWARE, COMMUNICATIONS SERVICES, OR XTRA WEB SITES. LESSEE WAIVES ANY AND ALL CLAIMS AGAINST XTRA LEASE FOR ANY AND ALL LOSS OR LIABILITY (INCLUDING CARGO LOSS) RESULTING FROM ANY DEFECTS OR FAILURES OF DESIGN, MATERIALS OR CONDITION OF THE EQUIPMENT, TRAILER TRACKING UNIT, SOFTWARE, COMMUNICATIONS SERVICES, OR XTRA WEB SITES,

EITHER LATENT OR PATENT. XTRA LEASE AGREES TO EXTEND TO LESSEE ALL WARRANTIES, IF ANY, OFFERED BY THE MANUFACTURERS OF THE EQUIPMENT, TRAILER TRACKING UNIT, AND SOFTWARE AND BY THE WIRELESS SERVICE CARRIERS UNDERLYING THE COMMUNICATION SERVICES.

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

11. LESSEE'S INDEMNIFICATION OBLIGATIONS.

(a) LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS XTRA LEASE, ITS AFFILIATES AND THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, LICENSORS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, OBLIGATIONS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) FOR PERSONAL INJURY, (INCLUDING DEATH) OR DAMAGES TO ANY PERSON OR PROPERTY, WHEREVER OCCURRING, ARISING OUT OF OR INCIDENT TO LESSEE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE LEASE OR LESSEE'S USE, POSSESSION, MAINTENANCE OR CONTROL OF THE: (I) EQUIPMENT; (II) SOFTWARE; (III) COMMUNICATION SERVICES; OR (IV) XTRA WEB SITES. THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THE LEASE.

(b) LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS XTRA LEASE, XTRA LEASE'S THIRD-PARTY TRAILER TRACKING LICENSOR, AND THE UNDERLYING WIRELESS SERVICE CARRIER SUPPLYING SERVICES TO XTRA LEASE'S THIRD-PARTY TRAILER TRACKING LICENSOR, AND BOTH OF THEIR AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING CLAIMS FOR LIBEL, SLANDER OR ANY PROPERTY DAMAGES, PERSONAL INJURY OR DEATH ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LEASE OR THE USE, FAILURE TO USE OR INABILITY TO USE THE ACCESS TELEPHONE NUMBER, EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING WIRELESS SERVICE CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY SHALL SURVIVE TERMINATION OF THE LEASE.

12. LIMITATION OF LIABILITY.

(a) Under no circumstances will **XTRA Lease** or its licensors be liable for any lost profits, business failure, loss of use or for any consequential, special, incidental or punitive damages of any kind, whether or not occasioned by the negligence of **XTRA Lease** or its licensors. In no event will **XTRA Lease's** total liability to **Lessee** exceed the amount of Use Charges paid by **Lessee** during the three (3) months preceding the event that gave rise to the claim or action.

(b) **Lessee** expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service carrier and that **Lessee** is not a third party

beneficiary of any agreement between **XTRA Lease's** third-party Trailer Tracking licensor, and the underlying wireless service carrier. In addition, **Lessee** expressly understands and agrees that the underlying wireless service carrier shall have no legal, equitable or other liability of any kind to **Lessee**. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, **Lessee** hereby waives any and all claims against the underlying wireless service carrier from all such liability, provided, however, that if and only if, Use Charges relating to the Communication Services are billed separately to **Lessee** as part of the total Use Charges for the Equipment, then **Lessee's** exclusive remedy and the total liability of the underlying wireless service carrier arising in any way in connection with the Lease for any cause whatsoever including, without limitation, any failure or disruption of service provided hereunder, is limited to payment of damages in an amount equal to the portion of the Use Charges to **Lessee** for the services relating to the period of service during which said damages occur. **Lessee** acknowledges and understands that it uses all information provided via the Communication Services at **Lessee's** own risk.

13. **INSURANCE & CDW.**

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

(i) All risk insurance covering physical loss of or damage to the Equipment from any cause whatsoever. **XTRA Lease** shall be named a loss payee;

(ii) Comprehensive Automobile Liability coverage protecting **XTRA Lease** from and against all loss and damage it may sustain or suffer because of death of or injury to any person, as a result of the use, possession, maintenance or control of the Equipment by **Lessee**. Coverage must include minimum limits of $1 million combined single limit or $1 million bodily injury and $250,000 property damage. **XTRA Lease** must be shown as an additional insured; and

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

(b) Policies of insurance shall be valid and in force until the Equipment is returned to **XTRA Lease**. **Lessee** shall provide **XTRA Lease** with certificate(s) of insurance evidencing the required coverage prior to delivery or acceptance of any Equipment, and thereafter with certified copies of the insurance policies as may be requested by **XTRA Lease**. Such certificates shall contain a requirement that **XTRA Lease** receive thirty (30) days prior written notice of cancellation or material change. All policies of insurance must carry deductible limits acceptable to **XTRA Lease**. **Insolvency or failure by Lessee's insurance carrier to provide coverage for any and all loss, claim, liability or damage arising out of the Lease shall not relieve Lessee of any of its obligations set forth in the Lease.**

(c) If **Lessee** fails to maintain liability insurance, or fails to furnish **XTRA Lease** the required evidence of insurance, **XTRA Lease**, without prejudice to any other remedy it may have,

is authorized, but not obligated, to procure the insurance required by this Section 13 upon reasonable terms and conditions, and **Lessee** shall pay **XTRA Lease**, as additional payment, the amount of all premiums paid by **XTRA Lease**.

(d) The insurance requirements of this Section 13 may be satisfied in whole or in part by a self-insurance program maintained by **Lessee** which is acceptable to **XTRA Lease**, provided however **XTRA Lease** shall be named as an additional loss payee and/or additional insured under such program including umbrella policies, if any, which may be a part thereof. **Lessee** shall provide to **XTRA Lease** evidence of such self-insurance program upon **XTRA Lease's** request together with a copy of **Lessee's** most recent financial statements, which shall be satisfactory to **XTRA Lease**.

(e) **Lessee** can fulfill its obligation to provide the all risk insurance required in Section 13(a)(i) hereof, by purchasing the Collision Damage, Fire and Theft Waiver Options ("CDW") offered by **XTRA Lease**. In the event **Lessee** has elected the CDW option, **Lessee** hereby acknowledges that CDW (i) is a damage waiver program, (ii) is not an all risk insurance program covering physical loss of or damage to the Equipment for the benefit of **Lessee**, and (iii) is intended solely (A) to reimburse **XTRA Lease** for any repairs required for any unit of Equipment returned to **XTRA Lease** in a damaged condition, subject to applicable deductible or (B) to pay **XTRA Lease** the Stipulated Loss Value of any unit of Equipment which was to be returned to **XTRA Lease** upon termination of the Lease and such unit of Equipment is a total loss by theft, confiscation, fire, destruction, damage beyond economic repair or any other total casualty; and in addition to the terms set forth therein, the benefits of such coverage will not be available to **Lessee** unless each of the following conditions have been met: (v) **Lessee** is in compliance with all terms and conditions of the Lease, including current on all payments; (w) all casualty loss or damage to the unit of Equipment must have occurred in the United States or Canada, (x) such damage or loss was not the result of **Lessee's** negligence and/or failure to maintain proper care and control of such unit of Equipment; (y) **Lessee** shall have promptly notified **XTRA Lease** in writing and obtained a police report of any loss or damage to any unit of Equipment as soon as practicable, and in any case, not later than 72 hours after the occurrence of such casualty loss or damage, and shall have delivered promptly to **XTRA Lease** a copy of the applicable police report; (z) **Lessee** shall have provided to **XTRA Lease** any additional documentation it may request relating to the casualty loss or damage and comply with any other requirements of **XTRA Lease**. Oral requests for quotes on casualty lost or damaged Equipment shall not constitute the required notice under this Section 13(e)(iii). **Lessee** shall be liable for the first $1,500 for each occurrence of damage to or loss of any unit (or the first $5,000 in the case of refrigerated or specialty Equipment). In addition, **Lessee** hereby agrees that Use Charges will continue to accrue with regard to such Equipment until **Lessee** has paid the required deductible. CDW shall terminate immediately upon any Default by **Lessee** under the Lease. **XTRA Lease**, in its sole discretion, may discontinue providing CDW to **Lessee** on ten (10) days prior written notice.

14. SECURITY DEPOSIT.

As a condition precedent to **XTRA Lease** entering into the Lease and to **XTRA Lease** delivering the Equipment to **Lessee**, and as security for the full performance by **Lessee** of its obligations hereunder, a security deposit in amount determined by **XTRA Lease**, may be required and, if required, shall be delivered to **XTRA Lease** by **Lessee** prior to delivery or acceptance of any Equipment. Such security deposit may be used to offset any amounts due and owing by **Lessee** to **XTRA Lease** pursuant to the Lease. The security deposit, or any balance thereof, if any, will be returned to **Lessee** after all of the Equipment leased hereunder has been returned

to **XTRA Lease** and after deduction of any amounts due and owing by **Lessee** to **XTRA Lease**, including but not limited to, all unpaid Use Charges and any repair or replacement expenses.

15. LETTER OF CREDIT.

As a condition precedent to **XTRA Lease** entering into the Lease and to **XTRA Lease** delivering the Equipment to **Lessee**, and as security for the full performance by **Lessee** of its obligations hereunder, **Lessee** may be required to obtain from a financial institution acceptable to **XTRA Lease** an irrevocable letter of credit for the benefit of **XTRA Lease** in an amount determined by **XTRA Lease**. If required, **Lessee** agrees to maintain such letter of credit in place until all of the Equipment leased hereunder shall have been returned to **XTRA Lease** and **Lessee** shall have fully complied with all of its obligations hereunder, including the payment of all Use Charges, repair or replacement expenses and any other amount due and owing to **XTRA Lease** hereunder. In addition, the failure by **Lessee** to extend the letter of credit or to provide a substitute letter of credit acceptable to **XTRA Lease** at least thirty (30) days prior to the expiration date of the letter of credit shall constitute an event of Default under the Lease and shall entitle **XTRA Lease** to immediately draw down the full amount available under the letter of credit. The letter of credit shall be issued substantially in the form approved by **XTRA Lease**.

16. ADEQUATE ASSURANCES.

During the term of any Lease, **XTRA Lease**, in its sole discretion, may require that **Lessee** immediately enter into reasonable security arrangements with **XTRA Lease**. Such security arrangements may include providing a security deposit or letter of credit sufficient to protect **XTRA Lease** from all risk of loss. Failure by **Lessee** to comply with any of the terms of this provision shall constitute a Default of the Lease and **XTRA Lease** shall be entitled to all rights and remedies provided by Section 21(b) herein.

17. LAWS, RULES AND REGULATIONS.

All laws, rules, and regulations whether governmental or otherwise, including, without limitation, the DOT compliance requirements, daily pre-trip inspections and safety inspections, applicable to the use, possession or control of the Equipment by **Lessee** shall be complied with by **Lessee** at **Lessee's** expense. **XTRA Lease** will provide, at its expense, motor vehicle registrations and license plates together with any required renewals. **Lessee** shall be responsible for all other registration, license plate, operating permits, traffic and parking violations, towing and storage expenses and or other similar fees, which may be required or incurred. If subsequent to the date of execution of the Lease any federal, state, or local law, ordinance, or regulation shall require additional modifications or the installation of any additional equipment, specifically including but not limited to anti-pollution or safety devices, **Lessee** will cooperate in tendering the trailer to **XTRA Lease** for such modifications. If the customer fails to cooperate in the tendering of the trailer for the purpose of making such modifications, **Lessee** shall be liable for all costs, penalties, and fees, including reasonable attorney's fees, incurred by **XTRA Lease** for such failure to cooperate.

18. TAXES.

All taxes and assessments, including without limitation all import and customs duties and all withholding, property, sales and/or use taxes, and all penalties or other charges or fees arising out of or incident to the use, possession or control of the Equipment by **Lessee** prior to its return to **XTRA Lease**, shall be the responsibility of **Lessee**. In order to avoid the obligation to remit

any applicable withholding, property, sales and/or use tax to **XTRA Lease**, **Lessee** must provide a duly authorized exemption certificate issued by or acceptable to the relevant taxing authority.

19. ASSIGNMENT & SUCCESSORS.

No assignment or sublease by **Lessee** of any right or interest in the Equipment, any Lease or any agreement that results therefrom shall be permitted. **Lessee** may not sublicense, assign, rent, disclose or provide the Software or access to the Communications Services to any third party. Notwithstanding anything to the contrary contained herein, the Lease and these Standard Terms and Conditions shall inure to the benefit and be binding upon the parties, their heirs, successors, administrators, executors and permitted assigns.

20. LIENS.

(a) **Lessee** shall keep the Equipment free from any liens, including, but not limited to mechanics' liens, claims or encumbrances, attachments, rights of others and legal processes ("Liens") of creditors of **Lessee** or any other persons. **Lessee** shall promptly notify **XTRA Lease** upon receipt of notice of any such Liens affecting the Equipment and **Lessee** shall promptly defend at its own expense **XTRA Lease's** title to the Equipment from such Liens.

(b) Notwithstanding the parties' express agreement that this is a valid lease and solely to protect the rights of **XTRA Lease** in the Equipment subject to the Lease in the event this Lease is determined by a court of competent jurisdiction to be a security interest as to the Equipment, **Lessee** hereby grants to XTRA Lease a security interest in the Equipment and all proceeds (including proceeds of all insurance policies) subject to the Lease, which interest shall be cross-collateralized with each and every separate item of Equipment subject to the Lease and related schedules, in order to secure the prompt payment and performance, as and when due, of all of **Lessee's** obligations, both now existing and hereinafter arising under this Lease. **Lessee** hereby authorizes **XTRA Lease** to cause this Lease, or any statements or other instrument in respect of this Lease showing the interest of **XTRA Lease** in the Equipment, including certificates of title or Uniform Commercial Code financing statements, to be filed or recorded, and grants XTRA Lease and its agents the right to execute **Lessee's** name thereto. To further secure payment to **XTRA Lease** of the obligations owed by **Lessee**, **Lessee** agrees that the Equipment subject to the Lease shall be cross-collateralized with the Equipment subject to any other Lease in which **Lessee** is a lessee.

21. DEFAULT.

(a) **Lessee SHALL BE IN DEFAULT** of the Lease: (i) if **Lessee** fails to comply with any of the terms or conditions of the Lease, including, but not limited to, the retention of the Equipment for the Lease Term or the timely payment of all invoices; (ii) if any third party credit support, including any guarantor or issuer of letter of credit, attempts to or does cancel the support or guaranty; (iii) if **Lessee** is in default of any of the terms or conditions of any other agreement with **XTRA Lease**; (iv) if Insurance as required under this agreement will be canceled or be reduced or if such Insurance lapses; (v) if **Lessee** fails to provide the adequate assurances under Section 16 herein; or (vi) if **Lessee** becomes insolvent, or subject to any voluntary or involuntary bankruptcy proceeding (including acquiescence in the appointment of a trustee or receiver, or commencement of any dissolution or liquidation proceeding; hereafter individually or collectively referred to as a "Default").

(b) In addition to any rights or remedies available at law or in equity, upon a Default by **Lessee**, **XTRA Lease** shall have the right, at its option and without demand or notice to **Lessee** to do any one or more of the following: (i) pay all amounts required to be paid or perform or cause to be performed all obligations required to be performed by **Lessee** under the Lease and charge **Lessee** as additional rent the amount paid or the reasonable value of the services performed therefore together with interest thereon at the rate described in Section 7 hereof; (ii) declare the entire balance of the remaining payments due under the Lease immediately due and payable by acceleration and recover such amount as liquidated damages, the reasonableness of such damages being acknowledged by **Lessee**; (iii) take immediate possession of all outstanding Equipment and Software, all of which is to be returned at **Lessee's** expense; (iv) immediately terminate **Lessee's** access to the Communication Services, (v) terminate the Lease (whereupon the terms and conditions shall continue to apply to the Equipment then in the possession or control of **Lessee** until its return); (vi) calculate and require **Lessee** to pay any collection costs incurred in recovery of any sums due or repossession of any Equipment including, without limitation, reasonable attorneys fees; and (vii) calculate and recover from **Lessee** any lost profits and damages as a "Lost Volume Seller" and/or "Lost Volume Lessor (as those terms are defined and used in the Uniform Commercial Code) that **XTRA Lease** would have generated had the Lease not been prematurely cancelled. **Lessee** acknowledges that **XTRA Lease** is under no duty to mitigate damages resulting from **Lessee's** Default.

22. REPOSSESSION.

If **Lessee** fails or refuses to promptly return all Equipment after demand by **XTRA Lease**, or if a Default has occurred and is continuing, at **Lessee's** expense, **XTRA Lease** shall have the right to enter upon any premises where the Equipment is located and take immediate possession of and remove the Equipment and shall be deemed to be **Lessee's** agent for such purposes. If **XTRA Lease** takes possession of the Equipment with property contained in, upon or attached to the Equipment, **XTRA Lease** may take possession of such property and hold it in its own or public storage for the account and at the expense of **Lessee** or upon thirty (30) days advance written notice to **Lessee**, dispose of such property in a commercially reasonable manner with no further liability. **Lessee** expressly waives the benefits of all federal, state or locals laws, now or hereafter enacted, exempting any leased property from replevin, distraint, levy or sale in any legal proceeding taken by **XTRA Lease** to enforce any right under the Lease.

23. INTELLECTUAL PROPERTY.

XTRA Lease and/or its licensors reserve ownership of all Intellectual Property (as defined below) in and to the Equipment, Trailer Tracking Unit, Software, Communication Services and the XTRA Web Sites, and the Lease does no create any right of ownership in or to such materials in **Lessee**. For the purposes of this Section 23, "Intellectual Property" shall mean all proprietary interests of any kind or nature, including, without limitation interests pertaining to patent rights, copyrights, trade secrets, mask work rights, circuit layout rights, design rights, prototypes, models, source code, documentation, trade and service marks, and other similar rights throughout the world, however denominated and any amendments, additions or improvements made thereto..

24. XTRA WEB SITES.

Lessee agrees that in the event **Lessee** uses any web site of **XTRA Lease**, including, but not limited to, xtracorp.com, xtralease.com, xtratrack.com, xtrainstall.com, xtra.com, and/or

xtraintermodal.com (collectively, "XTRA Web Sites"), as a condition of such use, **Lessee** stipulates that:

(a) While on XTRA Web Sites and where applicable terms and conditions on XTRA Web Sites so indicate, when **Lessee** clicks a button labeled "I Agree" or "I Accept", or when **Lessee** types "I Agree" or "I Accept" in a space marked for such an input by **Lessee**, **Lessee** will be manifesting and authenticating **Lessee's** assent to a binding contractual agreement incorporating the terms and provisions for which the button or input area is provided;

(b) The above-mentioned electronic methods of manifesting and authenticating assent are commercially reasonable and acceptable to **Lessee**, notwithstanding Section 212 of the Uniform Computer Information Transactions Act as approved for implementation by the various states in 1998 ("UCITA"), or any other provision of UCITA to the contrary.

(c) In any dispute related to **Lessee's** use of XTRA Web Sites, **Lessee** stipulates that it will have the burden of proving that, notwithstanding Section 213 of UCITA or any other provision of UCITA to the contrary, (i) any electronic manifestation of assent received by **XTRA Lease** is not attributable to **Lessee**; and (ii) **Lessee** did not have an opportunity to review any electronic terms and conditions posted on the XTRA Web Sites.

26. WAIVER.

No waiver by **XTRA Lease** of any breach or Default hereunder, or omission or delay by **XTRA Lease** in exercising any of its rights hereunder, or course of dealing between **XTRA Lease** and **Lessee** shall operate as a waiver by **XTRA Lease** to subsequently require full compliance with the Lease or these Standard Terms and Conditions or as a waiver of any of **XTRA Lease's** rights or remedies hereunder.

26. ILLEGAL PAYMENTS.

No bribes, illegal commissions, or other similar payments, whether direct or indirect, to the best of **Lessee's** knowledge, have been or will be made to any employee or agent of **XTRA Lease** or **Lessee**, or of their respective subsidiaries, in connection with this transaction.

27. AMENDMENTS.

XTRA Lease reserves the right to change, upon thirty (30) days prior written notice, any term or provision hereof, including without limitation the Use Charges to be paid under the Lease. No amendment to the Lease shall be effective unless in writing, executed by **XTRA Lease's** Risk Services Manager or his designee who is located in **XTRA Lease's** home office in St. Louis, Missouri and delivered to **Lessee** pursuant to the notice provision hereto.

28. NOTICES.

All notices and other communications required to be given hereunder, including those required for billing purposes, must be sent in writing, unless otherwise specifically provided, and delivered by e-mail, facsimile, or by private courier or mail, postage prepaid, to the addresses set forth in the Lease. All notices to **XTRA Lease** shall be addressed to **XTRA Lease**, 1801 Park 270 Drive, Suite 400, St. Louis, MO 63146, facsimile no. (314) 542-0354. Notice will be deemed effective upon receipt. Any change of address by either party shall be communicated to the other by notice given as provided herein. Notwithstanding the above, **XTRA Lease** may

provide the Lease, these Standard Terms and Conditions, invoices and other notices to **Lessee** in an electronic format through XTRA XPRESS or other means.

29. CONFIDENTIALITY.

The confidentiality of the Lease, including without limitation the Use Charges applicable thereunder, shall be strictly maintained by **Lessee** and shall not be released or revealed to any third party.

30. CHOICE OF LAW.

This Agreement shall be governed by the internal laws of the State of Missouri, excluding application of the State of Missouri's conflict of laws rules. The parties hereby agree to submit to the jurisdiction of the Circuit Court of St. Louis County, Missouri for purposes of adjudicating any action arising out of the Lease. Any action arising out of the Lease may be properly filed in the Circuit Court of St. Louis County, Missouri; however, **XTRA Lease** reserves its right to bring suit in any other appropriate jurisdiction.

31. CONFLICTS BETWEEN LEASE DOCUMENTS.

All Lease documents shall be read in a complementary manner. Except as may be provided in the Lease, these Standard Terms and Conditions shall take precedence over all other Lease documents.

32 SEVERABILITY.

If any term or provision hereof is declared to be illegal, invalid or unenforceable for any reason by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the remaining terms and provisions hereof, which shall remain binding and enforceable.

XTRA LEASE

May 27, 2009

G.I. Joe's Holding Corporation, et al.
Attn: BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

RE: In re: G.I. Joe's, Inc.
Case #09-10714

To Whom It May Concern:

Enclosed is a proof of claim on behalf of our company, which is to be filed with your office.

Also, would you please note that our mailing address is as follows:

XTRA Lease LLC
1801 Park 270 Drive, Suite 400
St. Louis, MO 63146
Attention: Angela Kennedy

Any notices or other correspondence issued by the Court regarding the above bankruptcy matter should be sent to this address. Thank you for your time.

Sincerely,

Angela Kennedy
Staff Attorney

Enclosures