

10-13618

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: HMP SERVICES HOLDING INC DBA HAROLD M PITMAN CO		Case Number: 10-13619-BLS	
<small>NOTE: 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.</small>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): RYDER TRUCK RENTAL, INC.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: 8 (If known)	
Name and address where notices should be sent: ATTN: JENNIFER MORRIS 6000 WINDWARD PARKWAY ALPHARETTA, GA 30005 Telephone number: (770) 569-6559		Filed on: 12/20/2010	
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>45,325.75</u> 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. <input type="checkbox"/> 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.		5. 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. Specify the priority of the claim.	
2. Basis for Claim: <u>lease rejection damages</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().	
3. Last four digits of any number by which creditor identifies debtor: <u>3087146</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		Amount entitled to priority: \$ _____	
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 setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		*Amounts are subject to adjustment on 4/1/13 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 '		Filed: USBC - District of Delaware HMP Services Holding, Et Al. 10-13618 (BLS) 0000000136	
7. Documents: Attach redacted copies of any documents orders, invoices, itemized statements of running accounts, (You may also attach a summary. Attach redacted copies of a security interest. You may also attach a summary. (See i		DO NOT SEND ORIGINAL DOCUMENTS. ATTACHEI SCANNING. If the documents are not available, please explain:	
Date: 02/25/2011		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. KEVIN P SAUNTRY, CORPORATE COLLECTION MANAGER	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FOR COURT USE ONLY

 10-13619-BLS
 12/20/2010
 9:35

10-13615

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: HMP SERVICES HOLDING INC DBA HAROLD M PITMAN CO		Case Number: 10-13619-BLS	
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Name of Creditor (the person or other entity to whom the debtor owes money or property): RYDER TRUCK RENTAL, INC.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: 8 <i>(If known)</i> Filed on: 12/20/2010	
Name and address where notices should be sent: ATTN: JENNIFER MORRIS 6000 WINDWARD PARKWAY ALPHARETTA, GA 30005 Telephone number: (770) 569-6559		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Telephone number:			
1. Amount of Claim as of Date Case Filed: \$ <u>45,325.75</u> 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. <input type="checkbox"/> 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.		5. 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. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
2. Basis for Claim: <u>lease rejection damages</u> (See instruction #2 on reverse side.)		Amount entitled to priority: \$ _____	
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6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
Date: 02/25/2011		FOR COURT USE ONLY 10-13619-BLS-7 9:35	
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. KEVIN P SAUNTRY, CORPORATE COLLECTION MANAGER			

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.


HMP SERVICES HOLDING INC. DBA HAROLD M PITMAN CO DBA CHARRETTE CORP.													
BRANCH NUMBER	AIR NO.	RTR UNIT NO.	DATE OF DELIVERY	TERMS IN YEARS:	END OF TERM DATE	OUT OF SERVICE DATE	NO. OF DAYS I/S TO O/S	NO. OF DAYS O/S TO EOT DAYS	YEAR	MAKE	MODEL	TYPE	
1	1308	6117	451757	22-Nov-05	6.0	21-Nov-11	8-Nov-10	1812	2005	FRTL	M2 106MD	ST TRUCK	
2	567	191	699775	7-Aug-08	4.0	8-Aug-12	30-Dec-10	875	2007	HINO	268	28'	
3	567	109054	439201	1-Sep-05	6.0	31-Aug-11	30-Dec-10	1946	2005	FRTL	FLC12064ST	TRACTOR	
RTR UNIT NO.	ORIGINAL VALUE	MONTHLY DEPRECIATIO N	ACCUM'D DEPRECIATION	SCHED "A" VALUE	EST. FAIR MARKET VALUE	SCHED "A"/FRM VAR. \$	SCHED "A"/FRM VAR. %	REMARKS					
1	451757	\$78,576.00	\$644.03	\$40,209.46	\$26,136.15	\$14,073.31	35%						
2	699775	\$68,880.00	\$658.90	\$18,954.66	\$32,451.47	\$17,473.87	35%						
3	439201	\$90,958.00	\$806.38	\$39,367.35	\$25,568.78	\$13,778.57	35%						
TOTAL		\$238,414.00	\$2,109.31	\$108,911.85	\$129,502.15	\$84,176.40	\$45,325.75	35%					

MEMORANDUM

Schedule A Value is the purchase option price for vehicles when a lessee is in default. The Schedule A value takes into consideration a reduction from the Original Value of the vehicle (column 8) by allowing for a straight line depreciation of the vehicle based upon the total number of payments made or required to be made by the Defendant as of the date of default. For each monthly payment, a portion of the payment, called the Depreciation Month Amount (column 9), is deducted from the Original Value of the vehicle.

To calculate Schedule A Value:

1. Calculate the number of monthly payments made by the lessee.
2. Calculate the number of monthly payments that remain outstanding as of the date of default as indicated on the Statement of Account damages (i.e., the number of monthly payment dates on Statement of Account).
3. Add No. 1 and No. 2 to determine the total number of monthly payments to be credited against the Original Value.
4. Subtract that figure from the Original Value for each vehicle and this is your Schedule A Value.



Pursuant to Paragraph 11 D. of the TLSA a defaulting lessee must purchase the vehicle from Ryder for its Schedule A value plus any unexpired licenses, applicable taxes, and other prepaid expenses previously paid by Ryder prior to the date of sale. Because a motor vehicle depreciates faster in the first few years of use than in the later years a straight line depreciation results in the overstatement of the actual, i.e., fair market value of the vehicle. While under lease the lessee has the benefit of a flat payment that does not cover the interest costs plus the full monthly depreciation of

the vehicle in the early years. It is only at the end of the lease when the depreciation rate is less than the flat monthly payment recovers and then exceeds the actual depreciation costs associated with the vehicle, plus interest.

By terminating the lease early, the defaulting lessee has received the benefits of a lower monthly payment for a new vehicle without having to make the same payment (now no longer considered low) at the end of the lease when the vehicle is no longer new. To insure that Ryder receives the benefit of its bargain in the event of default by the lessee, the TLSA provides that the defaulting lessee must purchase the vehicle from Ryder at the higher Schedule A Value. However, if the defaulting lessee fails to purchase the vehicle for the Schedule A price, Ryder has suffered the loss of the difference between the Schedule A price and the actual value of the vehicle. This is called the Schedule A Damages.

To determine the Schedule A Damages:

Take the Schedule A Value and either deduct the Fair Market Value given to you by the District for each vehicle or use 65% of the Schedule A Value as the Fair Market Value. The resulting deficiency is Ryder's Schedule A Damages.



RYDER

TRUCK LEASE AND SERVICE AGREEMENT

THIS AGREEMENT is made as of the 17th day of March, 1983,
between RYDER TRUCK RENTAL, INC. 22 Hansen Access Rd., King of Prussia, Pa. (hereafter Ryder) and
HAROLD M. PITMAN COMPANY, whose address is
201 King Manor Drive, King of Prussia, Pa. 19406 (hereafter Customer).

1. EQUIPMENT COVERED AND TERM:

A. Ryder agrees to lease to Customer and Customer agrees to lease from Ryder the vehicles on Schedules A attached hereto and from time to time hereafter executed and made part of this agreement (hereafter Vehicle(s)). Execution of Schedules A shall constitute Customer's authorization to Ryder to acquire the Vehicles. The Agreement shall become effective with respect to each Vehicle on the date the Vehicle is tendered by Ryder to Customer, or 48 hours after the date Ryder notifies Customer that the Vehicle is available for delivery, whichever occurs first, and shall continue for the term specified on Schedule A unless terminated earlier as provided hereinafter.

B. Acceptance of Vehicles in service constitutes an acknowledgement that the Vehicles comply with Customer's specifications. Customer agrees to pay for any structural alterations (not to be made without Ryder's prior written consent), special equipment, or material alteration in painting, lettering or art work thereafter required by Customer. In the event that, subsequent to the date of execution of this agreement by Ryder, any Federal, state, or local law, ordinance, or regulation shall require the installation of any additional equipment, specifically including but not limited to anti-pollution or safety devices, Customer shall be responsible for the cost thereof, including installation expenses. Ryder agrees to either install same or arrange for the installation of same and Customer agrees to pay Ryder the full cost thereof upon receipt of Ryder's invoice for same.

C. Where a Vehicle is operated by Customer with a trailer or other equipment not included on Schedules A, or not maintained by Ryder under a separate agreement, Customer warrants that such trailer and/or equipment will be in good operating condition and notwithstanding any other provision of this agreement will indemnify and hold Ryder harmless against any claim or loss or damage resulting from Customer's failure to properly maintain said trailer and/or equipment.

D. Ryder may finance the Vehicles, or any part thereof, and in that connection may, as security, give the lender an installment sales instrument, mortgage, or security agreement covering such Vehicles or assign amounts due hereunder.

2. OPERATION OF VEHICLES:

A. The Vehicles will be operated by Customer only in the normal and ordinary course of Customer's business, not in violation of any law, rule, regulation, statute or ordinance (including legal weight limitations) and Customer shall indemnify and hold Ryder harmless from and against all fines, forfeitures, seizures, confiscations and penalties arising out of any such violation.

B. Each Vehicle will be promptly returned by Customer to Ryder's facility specified on Schedule A upon the termination of such lease unless Customer shall have purchased the Vehicle as provided hereinafter.

3. MAINTENANCE AND REPAIRS:

A. Ryder agrees to provide from its facilities: (1) Oil, lubricants, tires, tubes and all other operating supplies and accessories necessary for the proper and efficient operation of the Vehicles; (2) Maintenance and repairs including all labor and parts which may be required to keep the Vehicles in good operating condition; (3) Painting and lettering, according to Customer's specifications, at the time the Vehicles are placed into service; (4) Washing of the Vehicles; and (5) Road service due to mechanical and tire failure.

B. Customer agrees not to cause or permit any person other than Ryder or persons expressly authorized by Ryder to make repairs or adjustments to Vehicles, governors and other accessories. When repairs are necessary, Customer shall notify Ryder by the speediest means of communication available. Ryder will not be responsible for any repair or service while such Vehicle is away from Ryder's facility, unless expressly authorized by Ryder and unless Customer submits an acceptable voucher for the repairs or services.

C. Customer agrees to return each Vehicle to Ryder for service and maintenance at the facility stated on Schedule A for a minimum of 8 hours each week during Ryder's normal business hours at such scheduled times as agreed by the parties.

4. FUEL:

The party designated on Schedules A agrees to provide fuel for the Vehicles.

A. When Ryder is designated:

(1) Fuel, oil and lubricants will be provided from Ryder's facilities or at service stations designated by Ryder. The charges will be based on the Rated Fuel Cost including all fuel taxes and adjustments in the charges will be made as provided on Schedules A.

(2) If Customer purchases fuel from sources other than Ryder's facilities or designated service stations, Ryder will reimburse Customer for such fuel cost upon receipt of an itemized paid invoice. Such reimbursement shall not exceed the Rated Fuel Cost.

(3) Ryder will, where permitted by law, upon request of Customer, apply for fuel tax permits, prepare and file fuel tax returns, and pay the taxes imposed upon the purchase and consumption of fuel by Customer provided: (a) Customer shall provide Ryder weekly with all trip records, fuel tickets or invoices, and other records or documents relating to the use of the Vehicles necessary for the preparation of the fuel tax returns and Customer shall reimburse Ryder the amount of any additional charge, assessment, tax, or penalty, or credit disallowed as a result of untimely or improper furnishing of such documents or information by Customer, and (b) Customer shall reimburse Ryder all such fuel taxes paid on Customer's behalf by Ryder in excess of the fuel taxes which would have been payable had the fuel consumed been purchased in the state of consumption, except to the extent that Customer obtains fuel at places and in amounts specifically designated by Ryder on a Fuel Program signed by Ryder's District Manager.

B. When Customer is designated:

Customer shall indemnify and hold Ryder harmless against any claims or loss resulting from Customer's failure to pay any fuel taxes.

5. LICENSES:

A. Ryder agrees to provide or pay for the state motor vehicle license for the licensed weight shown on Schedule A and personal property taxes for each Vehicle in the state of domicile, and federal highway use tax, where applicable, at the rates and method of assessment in effect on the date of execution of each Schedule A.

B. When permitted by law, Ryder will apply for such other vehicle licenses, prorate or state reciprocity plates as Customer may from time to time request at Customer's sole cost and expense.

C. Customer agrees to pay for any special license or pay any taxes required by Customer's business resulting from the operation and use of the Vehicles including mileage taxes, ton mileage taxes, highway or bridge tolls. Ryder shall have the right to pay or discharge any lien or encumbrance asserted against any Vehicle as a result of Customer's failure to pay any claim or assessment for any such taxes and Customer shall promptly reimburse Ryder for such payment.

6. SUBSTITUTION:

Ryder agrees to furnish a substitute vehicle at no extra charge for any Vehicle, other than those excepted below, which may be temporarily inoperable because of mechanical failure, the substitute to be as nearly as practicable the same size and appearance as the Vehicle, except that no special painting, lettering or other alterations need be made on the substitute vehicle. The substitute vehicle will be furnished to Customer whenever possible at the place at which the Vehicle was disabled and shall be returned by Customer to Ryder at the Ryder facility from which it was provided. Ryder shall have no obligation to furnish a substitute vehicle if the inoperable Vehicle is out of service for ordinary maintenance and service time, or is out of service because of damage resulting from collision or upset, or is specialized, or carries a truck body not owned by Ryder, is out of service for repair or maintenance of special equipment or accessories for which Ryder is not responsible, or is of a type Ryder does not have in its rental fleet. Ryder's failure to furnish a substitute vehicle within a reasonable time, where it is obligated hereunder to do so, shall cause the charges applicable to the inoperable Vehicle to abate until the Vehicle is returned to Customer's service or until a substitute is tendered to Customer. Ryder's liability in the event of such a failure shall be limited to the abatement of the charges for the inoperable Vehicle. A substitute vehicle, while in Customer's service, shall be subject to all the terms and conditions of this agreement. While a Vehicle is out of service because of damage resulting from collision or upset, Ryder will, at the request of Customer, rent Customer a replacement vehicle, if available from Ryder's rental fleet, at a rental rate equal to the charges applicable to the inoperable Vehicle. Irrespective of whether or not Customer rents a vehicle from Ryder while a Vehicle is out of service for repair of damage resulting from collision or upset, the charges applicable to the out of service Vehicle shall not abate.

7. DRIVERS:

A. Customer agrees to cause each Vehicle to be operated only by a safe, careful, properly licensed driver, at least 18, who shall be the employee or agent of Customer only, paid by and subject to Customer's exclusive direction and control. Customer agrees to reimburse Ryder in full for loss or damage to Vehicles, including related expenses, if such Vehicles are operated by drivers under 18. Upon receipt of a written complaint from Ryder specifying any reckless, careless or abusive handling of the Vehicle or any other incompetence by or of any driver, and requesting his removal as a driver of Vehicles, Customer will immediately remove such individual as a driver of Vehicles. In the event that Customer shall fail to do so, or shall be prevented from so doing by any agreement with anyone on the driver's behalf: (1) Customer shall, notwithstanding any other remedies of Ryder or provisions of this agreement, reimburse Ryder in full for any loss and expense sustained by Ryder for damage to any Vehicle when being operated by such individual and Customer shall release, indemnify and otherwise hold Ryder completely harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of the use or operation of any Vehicle when being operated by such individual notwithstanding that Ryder may be designated on applicable Schedules A as responsible for furnishing and maintaining liability insurance, and (2) Ryder may at its election, and at any time thereafter upon 30 days prior written notice to Customer, terminate any liability insurance coverage provided by Ryder hereunder, and may, at its election, with respect to each Vehicle, increase the amount of Customer's physical damage responsibility to an amount equal to the agreed value calculated in accordance with Paragraph 11 as of the time of damage or loss.

B. Ryder agrees to assist Customer in developing a driver education and safety program.

C. Customer agrees that the Vehicles will not be operated by a driver in possession of or under the influence of alcohol or any drug which may impair his ability to operate the Vehicle, or in a reckless or abusive manner, or off an improved road, or on a flat tire, or improperly loaded, or loaded beyond the manufacturer's recommended maximum gross weight shown on Schedule A. Notwithstanding any other provision of this agreement, Customer agrees to reimburse Ryder in full for damages, including expenses, resulting from a violation of this provision. Customer will be responsible for all expenses of towing or removal of any mired Vehicle when not in Ryder's possession or on Ryder's premises.

8. CHARGES

A. Customer agrees to pay Ryder the fixed charge for each Vehicle in advance upon receipt of Ryder's invoice for same and to pay all other charges, specifically including, but not limited to, the mileage rate per mile provided for under this agreement within 10 days of the date of Ryder's invoice without deduction or setoff.

B. Mileage shall be determined from odometer readings. If the odometer fails to function, which failure Customer shall immediately report to Ryder in writing, the mileage for the period in which the failure existed may be determined at Ryder's option from (1) Customer's trip records, or (2) from the amount of fuel consumed and the miles per gallon record of Ryder averaged for the previous 30 days.

9. ADJUSTMENT OF CHARGES:

A. The parties recognize that the charges provided for in this agreement are based on Ryder's current cost of labor, parts and supplies. The cost of Ryder's operation may fluctuate after the date of execution of this agreement. Customer agrees that for each rise or fall of 1% in the Consumer Price Index (using a 1967 base period, published by the United States Bureau of Labor Statistics), above or below the base index figure on Schedule A, the fixed charge and mileage charge for each Vehicle, including those charges stated in the Mileage Guaranty, if any, shall be adjusted upward or downward as follows:

Vehicles with Fuel provided by Ryder:	1% of one-half of the total charges
Vehicles without Fuel provided by Ryder and Trailers:	1% of three-fourths of the total charges

B. Any and all subsequent adjustments for Vehicles shall be based on the charges stated on Schedule A. Adjustments in charges shall be effective on the first day of each calendar half year period and will be based on the latest index which has been published prior to such effective date. In the event the Consumer Price Index should be discontinued, another mutually agreeable cost adjustment index to adjust charges shall be agreed upon.

C. Customer agrees to pay for (1) any sales or use tax now or hereafter imposed upon the use of the Vehicle or on the rental or other charges accruing hereunder, (2) any increase in license or registration fees, including federal highway use tax, vehicle inspection fees, and personal property tax rates, or (3) any new or additional tax or governmental fees, adopted on the date of the execution of the applicable Schedule A by Customer, upon the fuel provided by Ryder.

(1) Standard policy of automobile liability insurance (hereafter Liability Insurance) with limits specified on each Schedule A shall be furnished and maintained by the party designated on Schedule A at its sole cost, written by a company satisfactory to Ryder covering both Ryder and Customer as insureds for the ownership, maintenance, use or operation of the Vehicles and any vehicle being provided as a substitute therefor. Such policy shall provide that coverage afforded cannot be cancelled or materially altered without 30 days prior written notice to both parties. The party designated shall furnish to the other party certificates to evidence compliance with this provision.

(2) Upon not less than 60 days prior written notice to Customer, Ryder shall have the right to terminate Liability Insurance coverage maintained by Ryder and Customer shall be obligated to procure and maintain Liability Insurance in the limits set forth on Schedule A as of the effective date of termination and the charges will be adjusted accordingly.

(3) If Customer is obligated to procure and maintain Liability Insurance and fails to do so, or fails to furnish Ryder the required evidence of insurance, Customer shall indemnify and hold Ryder harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of or caused by the ownership, maintenance, use, or operation of any Vehicle, and Ryder is authorized but not obligated to procure such Liability Insurance, without prejudice to any other remedy Ryder may have, and Customer shall pay Ryder, as additional rental, the amount of the premium paid by Ryder.

(4) Customer agrees to release, indemnify, and hold Ryder harmless from and against any claims or causes of action for death or injury to persons, or loss or damage to property in excess of the limits of Liability Insurance, whether provided by Ryder or Customer, as indicated on Schedules A, arising out of or caused by the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder, and any such claims or causes of action which Ryder shall be required to pay as a result of any statutory requirements of insurance and which Ryder would not otherwise, pursuant to the terms hereof, be required to pay.

(5) Ryder will, where required and permitted by law, upon request of Customer, file State and/or Interstate Commerce Commission Certificates of Automobile Liability Insurance covering the Vehicles. Customer agrees to indemnify, defend, and save Ryder harmless from all claims, causes of action, suits and damages arising out of filing such documents for vehicles other than leased Vehicles.

(6) Customer further agrees to release and hold Ryder harmless for death or injury to Customer, Customer's employees, drivers, passengers or agents, arising out of the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder.

B. Physical Damage Responsibility

The party designated on Schedule A shall pay for loss or damage to any Vehicle subject to the following:

(1) In the event Ryder is designated:

a. Ryder will pay for loss or damage to each Vehicle in excess of the amounts specified on Schedules A EXCEPT (1) any willful damage to the Vehicle arising out of or in connection with any labor dispute; (2) conversion of any Vehicle by an agent or employee of Customer which shall not be considered theft within the terms of this provision; or (3) the loss by theft of tools, tarpaulins, accessories, spare tires and other such appurtenances. Customer shall pay up to the amount specified on Schedule A as deductible, for loss or damage to any Vehicle, including related expenses, from each occurrence and shall pay for all loss or damage to any Vehicle resulting from any perils specifically not assumed by Ryder herein.

b. Upon not less than 60 days prior written notice to Customer, Ryder shall have the right (1) to terminate any physical damage coverage procured and maintained by Ryder and (2) to increase Customer's Physical Damage Responsibility to an amount with respect to each Vehicle equal to the agreed value of such Vehicle computed in accordance with Paragraph 11 as of the time of damage or loss, and each of the charges specified on Schedule A, including those stated in the Mileage Guaranty, if any, shall be decreased accordingly.

c. In the event Ryder terminates physical damage coverage, Customer shall be obligated to procure and maintain physical damage coverage acceptable to Ryder and each of the charges shall be adjusted accordingly. Customer agrees to furnish Ryder certificates necessary to evidence compliance with this paragraph.

d. If Customer is obligated to procure and maintain physical damage coverage and fails to do so, or fails to timely furnish Ryder with evidence of such coverage, Customer agrees to reimburse Ryder all its loss, cost and expense resulting from loss of or damage to the Vehicles or any vehicle being used as a substitute therefor.

(2) In the event Customer is so designated:

a. Customer will pay for all loss or damage to any Vehicle or any vehicle being used as a substitute therefor, including related expenses arising from any cause, but Customer's liability shall not exceed the purchase price of the damaged Vehicle computed according to the provisions of Paragraph 11 at the time of such loss or damage.

b. Customer further agrees to furnish Ryder with a policy of insurance acceptable to Ryder with Ryder as a named insured or endorsed as a loss payee having a deductible amount not to exceed the amount specified on Schedule A, failing in which, Ryder may obtain such insurance and add the cost thereof pro rata to the charges for the Vehicles.

C. Notice of Accident

Customer agrees to notify Ryder immediately upon the happening of any accident or collision involving the use of a Vehicle by the speediest means of communication available and to cause the driver to make a detailed report in person at Ryder's office as soon as practicable, and to properly render all other assistance to Ryder and the insurer that is requested by either of them in investigation, defense or prosecution of any claims or suits.

D. Cargo Insurance

Customer agrees to release and hold Ryder harmless from liability for loss or damage to any goods or other property in or carried on any Vehicle whether such loss or damage occurs in Ryder's facility or elsewhere. Customer shall, at its sole expense, include Ryder as a named insured in any and all cargo or transportation or floater insurance policies covering Customer with respect to any loss or damage to such goods or property. Customer waives any legal right of recovery against Ryder for any such loss or damage. Customer shall reimburse Ryder for loss of any tools, tarpaulins, accessories, spare tires or other equipment furnished by Ryder.

E. Vehicle Theft or Destruction

If a Vehicle is lost or stolen and remains so for 30 days after Ryder has been notified, the lease as to such Vehicle shall then terminate provided all charges for such Vehicle have been paid to that date and provided any amounts due Ryder pursuant to Paragraph 10B have been paid. Ryder shall not be obligated to provide a substitute vehicle during said 30 day period. If a Vehicle is, in Ryder's opinion, damaged beyond repair, Ryder shall notify Customer within 30 days after Ryder has been advised of the loss. Upon receipt of Ryder's notice that the Vehicle has been damaged beyond repair, provided all charges for such Vehicle have been paid to that date and provided any amounts due Ryder pursuant to Paragraph 10B hereof have been paid, the lease as to such Vehicle shall then terminate.

11. TERMINATION:

A. Either party may terminate the lease of any Vehicle prior to expiration of its term on any anniversary date of its delivery date, other than the anniversary date on which the lease term expires, by giving to the other party at least 60 days prior written notice of its intent to do so. If termination is effected by Ryder, Customer shall have the right, but not the obligation, to purchase in accordance with Paragraph 11D all Vehicles with respect to which termination notice has been given on the termination date(s). If termination is effected by Customer, Customer shall at Ryder's option purchase in accordance with Paragraph 11D all Vehicles with respect to which termination notice has been given on the termination date(s).

B. In the event Customer shall become insolvent, file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, be adjudicated a bankrupt by any court of competent jurisdiction, permit a receiver to be appointed for its business, permit or suffer a material disposition of its assets, the lease of Vehicles shall terminate, at the election of Ryder. Upon written notice thereof sent to Customer, Ryder may at its option demand that Customer purchase within 10 days of termination any one or all of the Vehicles in accordance with Paragraph 11D without prejudice to other remedies Ryder may have under this Agreement and at law.

C. Breach or Default

(1) In the event Customer breaches or is in default of any of the provisions of this Agreement, Ryder may immediately, without notice or demand, take possession of the Vehicles, together with all equipment and accessories thereto, and Ryder shall be entitled to enter upon any premises where said Vehicles may be and remove same, retain or refuse to redeliver the Vehicles to Customer until such breach or default is cured, without any of such actions being deemed an act of termination and without prejudice to the other remedies Ryder may have, and Customer shall continue to be liable for all charges accruing during the period the Vehicles are retained by Ryder.

(2) In the event Ryder takes possession of or retains any Vehicle, and there shall, at the time of such taking or retention, be in, upon or attached to such Vehicle any other property, goods or things of value belonging to Customer or in the custody or control of Customer, Ryder is authorized to take possession of such items and either hold the same for Customer or place the same in public storage for Customer at Customer's expense.

(3) If Customer's breach or default continues for 7 days after written notice has been mailed to Customer, Ryder may terminate the lease of Vehicles. Upon termination, Ryder may demand that Customer purchase within 10 days of termination any or all of the Vehicles in accordance with Paragraph 11D without prejudice to other remedies Ryder may have under this Agreement and at law.

(4) Customer shall pay Ryder all Ryder's costs and expense, including reasonable attorney's fees, incurred in collecting amounts due from Customer or in enforcing any rights of Ryder hereunder.

D. In the event Customer (pursuant to Paragraph 11A) shall be required to purchase any of the Vehicles, or should Ryder (pursuant to Paragraph 11B or 11C) demand of Customer that it purchase any of the Vehicles, Customer shall purchase each Vehicle for cash at or within the time aforesaid for its Original Value as shown on Schedule A, less the total depreciation which has accrued for such Vehicle in accordance with Schedule A. Additionally, Customer will, at the time of purchase, pay Ryder for the amount of any unexpired licenses, applicable taxes, including personal property taxes and federal highway use taxes, and other prepaid expenses previously paid by Ryder for the Vehicles prorated to the date of sale and will be responsible for any sales or use tax arising from the purchase. Customer shall have no obligation or right to purchase any Vehicle as to which the term on Schedule A has expired.

12. ASSIGNMENT OF LEASE

This Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns. Customer shall promptly notify Ryder in writing prior to all substantial changes in ownership or any material disposition of the assets of Customer's business. Customer does not have the right to sublease any of the Vehicles, nor to assign this Agreement or any interest therein without the prior written consent of Ryder.

13. FORCE MAJEURE

Ryder shall incur no liability to Customer for failure to supply any Vehicle, provide a substitute vehicle, repair any disabled Vehicle, or provide fuel for Vehicles, if prevented by a national emergency, war, riots, fires, labor disputes, Federal, state, or local laws, rules, regulations, shortages (local or national), or fuel allocation programs, or any other cause beyond Ryder's control whether existing now or hereafter. Notwithstanding Ryder's inability to perform under such conditions, Customer's obligations hereunder shall continue.

14. NOTICES

All notices provided for herein shall be in writing and mailed to Ryder and Customer at their respective addresses set forth above or at such other addresses designated in writing by either party.

This Agreement shall not be binding upon Ryder until executed at its Miami Headquarters by a person duly authorized and shall constitute the entire agreement and understanding between the parties concerning the Vehicles, notwithstanding any previous writings or oral undertakings, and its terms shall not hereafter be altered by any oral agreement or informal writing, nor by failure to insist upon performance, or failure to exercise any rights or privilege, but alterations, additions, or changes in this Agreement shall be accomplished only by written endorsement hereon, or amendment hereto, or additional Schedules A made a part hereof duly executed by both parties.

15. ARTICLE HEADINGS in bold face type do not constitute any part hereof and shall not be considered in the interpretation hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be duly executed the day and year first above written.

RYDER TRUCK RENTAL, INC.

Harold M. Pitman Company

(Ryder)

(Customer)

By: T. AgredaBy: Barton E. Young

Name/Title

T. AGREDA

Name/Title

Barton Young Branch Manager

Date:

7-15-83

Date:

April 5, 1983

Witness:

Amy B. Lyapton

Witness:

Barton E. Young



**TRUCK LEASE & SERVICE AGREEMENT (TLSA)
SCHEDULE A**

Customer (Lessee) Name: PITMAN COMPANY	Customer Vehicle Domicile: Exton, PA	Lessee Number: 6117
Ryder Service Location Number & Name: 3320 Valley Forge - 331 King Of Prussia, PA	Schedule No. 05-01	Schedule A Date: February 1st, 2005
		TLSA Date: March 17th, 1983

1. **Vehicle:** This Schedule A shall cover the following 1 Vehicle(s):

Vehicle Information				
Ryder Unit No.	Customer Unit No.	Date of Delivery	Serial Number	Replaces Ryder Unit No.
1. 451757		11/22/05	1FVACXDC06HW49420	334459

The parties acknowledge and agree that certain information required to complete this Section may not be available upon execution of this Schedule and that Ryder will furnish any such information upon delivery of the Vehicle(s).

2. **Lease Terms:** The following terms shall apply to each Vehicle listed on this Schedule A:

Original Value:	\$78,576	Term In Months:	72
Monthly Depreciation:	\$644.03	Fixed Charge Per Month:	\$1,572.50
Max GCW/GVW and/or Licensed Weight:	52,000	Mileage Rate per Mile:	\$0.0800
Estimated Annual Miles:	50,000		

3. **Vehicle Component Information:** Each Vehicle listed on this Schedule A is comprised of the following components:

Component Information				
Component	Model Year	Description	Original Value	Monthly Depreciation
Cab/Chassis	2005	FRTL M2 106MD S/A ST TRK	\$66,271	\$547.65
Body	2005	Morgan GVSD97-28	\$9,545	\$74.76
Liftgate	2005	Waltco F30-RM	\$2,760	\$21.61

4. **Vehicle Lease:** The lease of each Vehicle listed on this Schedule A shall constitute a separate and independent lease agreement subject to the terms and conditions contained in: (i) the TLSA; (ii) any amendments to the TLSA; (iii) this Schedule A; and (iv) any other written agreement between Ryder and you regarding that Vehicle. Any reference to the TLSA contained in any of the foregoing documents shall be deemed to refer to each and every Vehicle lease. Payments relating to an invoice for multiple Vehicles will be allocated on a pro-rata basis among the covered Vehicles. The terms of this Schedule A apply to all Vehicles listed on this Schedule A and are part of each respective Vehicle lease. If there is a conflict between the terms of this Schedule A and any other terms of the TLSA, then the terms of this Schedule A will apply.
5. **Investment:** The Original Value, Monthly Depreciation and Fixed Charge Per Month listed above are based, in part, upon the manufacturer's quoted price as of the date you execute this Schedule A. If the manufacturer's quoted price increases prior to the Date of Delivery of a Vehicle, then you agree that for each \$50 increase in price (or fraction thereof), Original Value shall be increased by \$50.00, Monthly Depreciation shall be increased by \$0.65, and the Fixed Charge per Month shall be increased by \$1.30.
6. **Original Identification Cost:** \$300. If this amount varies by \$50.00 or more in price, the Original Value, Monthly Depreciation and Fixed Charge per Month will be adjusted as indicated in (5) above.

7. **Estimated Annual Mileage:** You may not operate any Vehicle more than 10 % in excess of the Estimated Annual Miles in any year of the lease term. If during any year of the lease term, the actual miles on any Vehicle exceeds the Estimated Annual Mileage listed on this Schedule A by 10 %, then, in addition to all other rights and remedies hereunder, Ryder will assess a surcharge of \$0.1500 per mile for all miles over the Estimated Annual Mileage and you agree to pay this surcharge in addition to all other amounts due Ryder within the time provided in the TLSA. You will not be entitled to a credit or carry forward if actual annual miles is less than its Estimated Annual Mileage.

8. **Estimated Annual Engine Hours for Refrigerated Trailers and Straight Trucks ("Refrigerated Vehicles"):** Not Applicable.

9. **Estimated Annual Standby Refrigeration:** Not Applicable

10. **The CPI Base Index:** Is (to be determined). The Base Index shall be the current index as of the Date of Delivery.

Exposure %: Notwithstanding anything in the TLSA to the contrary, only 50 % of the Fixed Charge Per Month and 100 % of the Mileage Rate Per Mile on the Vehicles listed on this Schedule A shall be subject to adjustment in accordance with the TLSA.

Effective Date of Adjustments: January first.

Delayed Implementation: Notwithstanding anything in the Vehicle lease to the contrary, the Fixed Charge Per Month, Mileage Rate Per Mile and Refrigerated Maintenance Rate Per Hour on each Vehicle listed on this Schedule shall not be adjusted until 12 months after its Date of Delivery.

11. **Per Vehicle Annual Allowances:** The allowances described below are included in the Fixed Charge Per Month. If the actual cost of any item(s) listed below, including any costs incurred in states other than those listed, exceeds the annual allowance amount for that item, then you agree to pay Ryder the excess, in addition to all other lease charges.

Description	Annual Allowance Amount
Vehicles listed on this Schedule A operate in State(s) of: PA	
State Motor Vehicle License, Registration and Inspection fees	\$840
IFTA / Mileage Tax Permits	\$0
Federal Heavy Vehicle Use Taxes	\$0
Personal Property Taxes	\$0

12. **Vehicle Related Services:**

Vehicle Related Services	Provided By/Comments
Substitute Vehicles	Ryder
Exterior Washing	Ryder
Safety Services	Ryder
Licensing	Ryder
IFTA/Mileage Tax Permitting & Reporting	Ryder
Other Services	None

13. **Fuel:** Ryder will provide fuel for the Vehicles and charge you for any fuel it provides in accordance with the terms of the TLSA and in addition to all other lease charges. You will be responsible for the cost of any fuel obtained from sources other than Ryder or Ryder's designated facilities. If your account is past-due, Ryder may elect to stop providing fuel to you 3 days from the date that Ryder sends written notice to you.

14. **Party Responsible for Liability Insurance:** You. Combined Single Limits \$1,000,000 per occurrence. Ryder Truck Rental LT and Ryder Truck Rental, Inc. shall each be an additional insured under your Liability Insurance policy and a beneficiary of your indemnities in accordance with the TLSA.

15. **Party Responsible for Physical Damage Insurance:** You shall be responsible for all loss or damage to the Vehicles in accordance with the TLSA. If a Vehicle is lost, stolen or damaged beyond economic repair, then you agree to pay Ryder its purchase price at the time of loss and related costs and expenses as determined under the TLSA.

Other:

General: This Schedule A contains information regarding each Vehicle selected by you and is a part of the TLSA. When you sign this Schedule A, you authorize Ryder to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin when Ryder tenders it to you and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the TLSA.

Additional Services: Except for the lease charges listed on this Schedule A, all charges for goods and services under the TLSA, including any services subcontracted by Ryder, will be billed per Ryder's retail sales and service procedures and charges then in effect.

Disclaimer of Warranties. RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE VEHICLES, CHARGES OR ANY OTHER MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIAL OR PARTICULAR PURPOSE.

Waivers. CUSTOMER WAIVES AND RELEASES RYDER FROM ANY CLAIMS OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. BOTH RYDER AND CUSTOMER WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT RELATING TO THE TRANSACTIONS CONTEMPLATED BY THE TLSA.

Default on Rental or Return. If you are in default under any rental agreement with Ryder, you will also be in default under the TLSA. If you are in default under the TLSA, you will also be in default under any rental agreement with Ryder.

Hold-over Lease. If you operate any Vehicle after its lease term has ended, the terms of the TLSA will apply to the hold-over lease, but Ryder will have the right to terminate the hold-over lease seven (7) days after Ryder sends you written notice (but Ryder will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the TLSA or if Ryder has previously sent you a termination notice covering that Vehicle).

Confidentiality. You agree to maintain the confidentiality of the terms and rates contained in the TLSA and agree not to disclose our rates and terms unless required by law.

Indemnity Survival. All of the defense, release, indemnification, insurance and hold harmless provisions in the TLSA shall survive the termination or expiration of the TLSA for any reason.

**RYDER TRUCK RENTAL, INC., d/b/a
RYDER TRANSPORTATION SERVICES**
(Ryder)

By: 

Name: Bill Dawson

Title: General Manager

Date: 6-29-05

Witness: Jane Sweeney

PITMAN COMPANY

(Customer/You)

By: Mark Grandizio

Name: Mark Grandizio

Title: Operations Manager

Date: 2/11/05

Witness: Charles L Cooper



RYDER



TRUCK LEASE AND SERVICE AGREEMENT

® THIS AGREEMENT is made as of the 20th day of July, 19 83,
between RYDER TRUCK RENTAL, INC., 150 Fallon Road, Stoneham, Ma. 02180 (hereafter Ryder) and
CHARRETTE CORPORATION, whose address is
31 Olympia Avenue, Woburn, Ma., 01801 (hereafter Customer).

1. EQUIPMENT COVERED AND TERM:

A. Ryder agrees to lease to Customer and Customer agrees to lease from Ryder the vehicles on Schedules A attached hereto and from time to time hereafter executed and made part of this agreement (hereafter Vehicle(s)). Execution of Schedules A shall constitute Customer's authorization to Ryder to acquire the Vehicles. The Agreement shall become effective with respect to each Vehicle on the date the Vehicle is tendered by Ryder to Customer, or 48 hours after the date Ryder notifies Customer that the Vehicle is available for delivery, whichever occurs first, and shall continue for the term specified on Schedule A unless terminated earlier as provided hereinafter.

B. Acceptance of Vehicles in service constitutes an acknowledgement that the Vehicles comply with Customer's specifications. Customer agrees to pay for any structural alterations (not to be made without Ryder's prior written consent), special equipment, or material alteration in painting, lettering or art work thereafter required by Customer. In the event that, subsequent to the date of execution of this agreement by Ryder, any Federal, state, or local law, ordinance, or regulation shall require the installation of any additional equipment, specifically including but not limited to anti-pollution or safety devices, Customer shall be responsible for the cost thereof, including installation expenses. Ryder agrees to either install same or arrange for the installation of same and Customer agrees to pay Ryder the full cost thereof upon receipt of Ryder's invoice for same.

C. Where a Vehicle is operated by Customer with a trailer or other equipment not included on Schedules A, or not maintained by Ryder under a separate agreement, Customer warrants that such trailer and/or equipment will be in good operating condition and notwithstanding any other provision of this agreement will indemnify and hold Ryder harmless against any claim or loss or damage resulting from Customer's failure to properly maintain said trailer and/or equipment.

D. Ryder may finance the Vehicles, or any part thereof, and in that connection may, as security, give the lender an installment sales instrument, mortgage, or security agreement covering such Vehicles or assign amounts due hereunder.

2. OPERATION OF VEHICLES:

A. The Vehicles will be operated by Customer only in the normal and ordinary course of Customer's business, not in violation of any law, rule, regulation, statute or ordinance (including legal weight limitations) and Customer shall indemnify and hold Ryder harmless from and against all fines, forfeitures, seizures, confiscations and penalties arising out of any such violation.

B. Each Vehicle will be promptly returned by Customer to Ryder's facility specified on Schedule A upon the termination of such lease unless Customer shall have purchased the Vehicle as provided hereinafter.

3. MAINTENANCE AND REPAIRS:

A. Ryder agrees to provide from its facilities: (1) Oil, lubricants, tires, tubes and all other operating supplies and accessories necessary for the proper and efficient operation of the Vehicles; (2) Maintenance and repairs including all labor and parts which may be required to keep the Vehicles in good operating condition; (3) Painting and lettering, according to Customer's specifications, at the time the Vehicles are placed into service; (4) Washing of the Vehicles; and (5) Road service due to mechanical and tire failure.

B. Customer agrees not to cause or permit any person other than Ryder or persons expressly authorized by Ryder to make repairs or adjustments to Vehicles, governors and other accessories. When repairs are necessary, Customer shall notify Ryder by the speediest means of communication available. Ryder will not be responsible for any repair or service while such Vehicle is away from Ryder's facility, unless expressly authorized by Ryder and unless Customer submits an acceptable voucher for the repairs or services.

C. Customer agrees to return each Vehicle to Ryder for service and maintenance at the facility stated on Schedule A for a minimum of 8 hours each week during Ryder's normal business hours at such scheduled times as agreed by the parties.

4. FUEL:

The party designated on Schedules A agrees to provide fuel for the Vehicles.

A. When Ryder is designated:

(1) Fuel, oil and lubricants will be provided from Ryder's facilities or at service stations designated by Ryder. The charges will be based on the Rated Fuel Cost including all fuel taxes and adjustments in the charges will be made as provided on Schedules A.

(2) If Customer purchases fuel from sources other than Ryder's facilities or designated service stations, Ryder will reimburse Customer for such fuel cost upon receipt of an itemized paid invoice. Such reimbursement shall not exceed the Rated Fuel Cost.

(3) Ryder will, where permitted by law, upon request of Customer, apply for fuel tax permits, prepare and file fuel tax returns, and pay the taxes imposed upon the purchase and consumption of fuel by Customer provided: (a) Customer shall provide Ryder weekly with all trip records, fuel tickets or invoices, and other records or documents relating to the use of the Vehicles necessary for the preparation of the fuel tax returns and Customer shall reimburse Ryder the amount of any additional charge, assessment, tax, or penalty, or credit disallowed as a result of untimely or improper furnishing of such documents or information by Customer, and (b) Customer shall reimburse Ryder all such fuel taxes paid on Customer's behalf by Ryder in excess of the fuel taxes which would have been payable had the fuel consumed been purchased in the state of consumption, except to the extent that Customer obtains fuel at places and in amounts specifically designated by Ryder on a Fuel Program signed by Ryder's District Manager.

B. When Customer is designated:

Customer shall indemnify and hold Ryder harmless against any claims or loss resulting from Customer's failure to pay any fuel taxes.

5. LICENSES:

A. Ryder agrees to provide or pay for the state motor vehicle license for the licensed weight shown on Schedule A and personal property taxes for each Vehicle in the state of domicile, and federal highway use tax, where applicable, at the rates and method of assessment in effect on the date of execution of each Schedule A.

B. When permitted by law, Ryder will apply for such other vehicle licenses, prorate or state reciprocity plates as Customer may from time to time request at Customer's sole cost and expense.



C. Customer agrees to pay for any special license or pay any taxes required by Customer's business resulting from the operation and use of the Vehicles including mileage taxes, ton mileage taxes, highway or bridge tolls. Ryder shall have the right to pay or discharge any lien or encumbrance asserted against any Vehicle as a result of Customer's failure to pay any claim or assessment for any such taxes and Customer shall promptly reimburse Ryder for such payment.

6. SUBSTITUTION:

Ryder agrees to furnish a substitute vehicle at no extra charge for any Vehicle, other than those excepted below, which may be temporarily inoperable because of mechanical failure, the substitute to be as nearly as practicable the same size and appearance as the Vehicle, except that no special painting, lettering or other alterations need be made on the substitute vehicle. The substitute vehicle will be furnished to Customer whenever possible at the place at which the Vehicle was disabled and shall be returned by Customer to Ryder at the Ryder facility from which it was provided. Ryder shall have no obligation to furnish a substitute vehicle if the inoperable Vehicle is out of service for ordinary maintenance and service time, or is out of service because of damage resulting from collision or upset, or is specialized, or carries a truck body not owned by Ryder, is out of service for repair or maintenance of special equipment or accessories for which Ryder is not responsible, or is of a type Ryder does not have in its rental fleet. Ryder's failure to furnish a substitute vehicle within a reasonable time, where it is obligated hereunder to do so, shall cause the charges applicable to the inoperable Vehicle to abate until the Vehicle is returned to Customer's service or until a substitute is tendered to Customer. Ryder's liability in the event of such a failure shall be limited to the abatement of the charges for the inoperable Vehicle. A substitute vehicle, while in Customer's service, shall be subject to all the terms and conditions of this agreement. While a Vehicle is out of service because of damage resulting from collision or upset, Ryder will, at the request of Customer, rent Customer a replacement vehicle, if available from Ryder's rental fleet, at a rental rate equal to the charges applicable to the inoperable Vehicle. Irrespective of whether or not Customer rents a vehicle from Ryder while a Vehicle is out of service for repair of damage resulting from collision or upset, the charges applicable to the out of service Vehicle shall not abate.

7. DRIVERS:

A. Customer agrees to cause each Vehicle to be operated only by a safe, careful, properly licensed driver, at least 18, who shall be the employee or agent of Customer only, paid by and subject to Customer's exclusive direction and control. Customer agrees to reimburse Ryder in full for loss or damage to Vehicles, including related expenses, if such Vehicles are operated by drivers under 18. Upon receipt of a written complaint from Ryder specifying any reckless, careless or abusive handling of the Vehicle or any other incompetence by or of any driver, and requesting his removal as a driver of Vehicles, Customer will immediately remove such individual as a driver of Vehicles. In the event that Customer shall fail to do so, or shall be prevented from so doing by any agreement with anyone on the driver's behalf: (1) Customer shall, notwithstanding any other remedies of Ryder or provisions of this agreement, reimburse Ryder in full for any loss and expense sustained by Ryder for damage to any Vehicle when being operated by such individual and Customer shall release, indemnify and otherwise hold Ryder completely harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of the use or operation of any Vehicle when being operated by such individual notwithstanding that Ryder may be designated on applicable Schedules A as responsible for furnishing and maintaining liability insurance, and (2) Ryder may at its election, and at any time thereafter upon 30 days prior written notice to Customer, terminate any liability insurance coverage provided by Ryder hereunder, and may, at its election, with respect to each Vehicle, increase the amount of Customer's physical damage responsibility to an amount equal to the agreed value calculated in accordance with Paragraph 11 as of the time of damage or loss.

B. Ryder agrees to assist Customer in developing a driver education and safety program.

C. Customer agrees that the Vehicles will not be operated by a driver in possession of or under the influence of alcohol or any drug which may impair his ability to operate the Vehicle, or in a reckless or abusive manner, or off an improved road, or on a flat tire, or improperly loaded, or loaded beyond the manufacturer's recommended maximum gross weight shown on Schedule A. Notwithstanding any other provision of this agreement, Customer agrees to reimburse Ryder in full for damages, including expenses, resulting from a violation of this provision. Customer will be responsible for all expenses of towing or removal of any mired Vehicle when not in Ryder's possession or on Ryder's premises.

8. CHARGES

A. Customer agrees to pay Ryder the fixed charge for each Vehicle in advance upon receipt of Ryder's invoice for same and to pay all other charges, specifically including, but not limited to, the mileage rate per mile provided for under this agreement within 10 days of the date of Ryder's invoice without deduction or setoff.

B. Mileage shall be determined from odometer readings. If the odometer fails to function, which failure Customer shall immediately report to Ryder in writing, the mileage for the period in which the failure existed may be determined at Ryder's option from (1) Customer's trip records, or (2) from the amount of fuel consumed and the miles per gallon record of Ryder averaged for the previous 30 days.

9. ADJUSTMENT OF CHARGES:

A. The parties recognize that the charges provided for in this agreement are based on Ryder's current cost of labor, parts and supplies. The cost of Ryder's operation may fluctuate after the date of execution of this agreement. Customer agrees that for each rise or fall of 1% in the Consumer Price Index (using a 1967 base period, published by the United States Bureau of Labor Statistics), above or below the base index figure on Schedule A, the fixed charge and mileage charge for each Vehicle, including those charges stated in the Mileage Guaranty, if any, shall be adjusted upward or downward as follows:

Vehicles with Fuel provided by Ryder:	1% of one-half of the total charges
Vehicles without Fuel provided by Ryder and Trailers:	1% of three-fourths of the total charges

B. Any and all subsequent adjustments for Vehicles shall be based on the charges stated on Schedule A. Adjustments in charges shall be effective on the first day of each calendar half year period and will be based on the latest index which has been published prior to such effective date. In the event the Consumer Price Index should be discontinued, another mutually agreeable cost adjustment index to adjust charges shall be agreed upon.

C. Customer agrees to pay for (1) any sales or use tax now or hereafter imposed upon the use of the Vehicle or on the rental or other charges accruing hereunder, (2) any increase in license or registration fees, including federal highway use tax, vehicle inspection fees, and personal property tax rates, or (3) any new or additional tax or governmental fees, adopted after the date of the execution of the applicable Schedule A by Customer, upon the fuel provided by Ryder.

10. INSURANCE:

A. Liability Insurance Responsibility

(1) Standard policy of automobile liability insurance (hereafter Liability Insurance) with limits specified on each Schedule A shall be furnished and maintained by the party designated on Schedule A at its sole cost, written by a company satisfactory to Ryder covering both Ryder and Customer as insureds for the ownership, maintenance, use or operation of the Vehicles and any vehicle being provided as a substitute therefor. Such policy shall provide that coverage afforded cannot be cancelled or materially altered without 30 days prior written notice to both parties. The party designated shall furnish to the other party certificates to evidence compliance with this provision.

(2) Upon not less than 60 days prior written notice to Customer, Ryder shall have the right to terminate Liability Insurance coverage maintained by Ryder and Customer shall be obligated to procure and maintain Liability Insurance in the limits set forth on Schedule A as of the effective date of termination and the charges will be adjusted accordingly.

(3) If Customer is obligated to procure and maintain Liability Insurance and fails to do so, or fails to furnish Ryder the required evidence of insurance, Customer shall indemnify and hold Ryder harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of or caused by the ownership, maintenance, use, or operation of any Vehicle, and Ryder is authorized but not obligated to procure such Liability Insurance, without prejudice to any other remedy Ryder may have, and Customer shall pay Ryder, as additional rental, the amount of the premium paid by Ryder.

(4) Customer agrees to release, indemnify, and hold Ryder harmless from and against any claims or causes of action for death or injury to persons, or loss or damage to property in excess of the limits of Liability Insurance, whether provided by Ryder or Customer, as indicated on Schedules A, arising out of or caused by the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder, and any such claims or causes of action which Ryder shall be required to pay as a result of any statutory requirements of insurance and which Ryder would not otherwise, pursuant to the terms hereof, be required to pay.

(5) Ryder will, where required and permitted by law, upon request of Customer, file State and/or Interstate Commerce Commission Certificates of Automobile Liability Insurance covering the Vehicles. Customer agrees to indemnify, defend, and save Ryder harmless from all claims, causes of action, suits and damages arising out of filing such documents for vehicles other than leased Vehicles.

(6) Customer further agrees to release and hold Ryder harmless for death or injury to Customer, Customer's employees, drivers, passengers or agents, arising out of the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder.

B. Physical Damage Responsibility

The party designated on Schedule A shall pay for loss or damage to any Vehicle subject to the following:

(1) In the event Ryder is designated:

a. Ryder will pay for loss or damage to each Vehicle in excess of the amounts specified on Schedules A EXCEPT (1) any willful damage to the Vehicle arising out of or in connection with any labor dispute; (2) conversion of any Vehicle by an agent or employee of Customer which shall not be considered theft within the terms of this provision; or (3) the loss by theft of tools, tarpaulins, accessories, spare tires and other such appurtenances. Customer shall pay up to the amount specified on Schedule A as deductible, for loss or damage to any Vehicle, including related expenses, from each occurrence and shall pay for all loss or damage to any Vehicle resulting from any perils specifically not assumed by Ryder herein.

b. Upon not less than 60 days prior written notice to Customer, Ryder shall have the right (1) to terminate any physical damage coverage procured and maintained by Ryder and (2) to increase Customer's Physical Damage Responsibility to an amount with respect to each Vehicle equal to the agreed value of such Vehicle computed in accordance with Paragraph 11 as of the time of damage or loss, and each of the charges specified on Schedule A, including those stated in the Mileage Guaranty, if any, shall be decreased accordingly.

c. In the event Ryder terminates physical damage coverage, Customer shall be obligated to procure and maintain physical damage coverage acceptable to Ryder and each of the charges shall be adjusted accordingly. Customer agrees to furnish Ryder certificates necessary to evidence compliance with this paragraph.

d. If Customer is obligated to procure and maintain physical damage coverage and fails to do so, or fails to timely furnish Ryder with evidence of such coverage, Customer agrees to reimburse Ryder all its loss, cost and expense resulting from loss of or damage to the Vehicles or any vehicle being used as a substitute therefor.

(2) In the event Customer is so designated:

a. Customer will pay for all loss or damage to any Vehicle or any vehicle being used as a substitute therefor, including related expenses arising from any cause, but Customer's liability shall not exceed the purchase price of the damaged Vehicle computed according to the provisions of Paragraph 11 at the time of such loss or damage.

b. Customer further agrees to furnish Ryder with a policy of insurance acceptable to Ryder with Ryder as a named insured or endorsed as a loss payee having a deductible amount not to exceed the amount specified on Schedule A, failing in which, Ryder may obtain such insurance and add the cost thereof prorata to the charges for the Vehicles.

C. Notice of Accident

Customer agrees to notify Ryder immediately upon the happening of any accident or collision involving the use of a Vehicle by the speediest means of communication available and to cause the driver to make a detailed report in person at Ryder's office as soon as practicable, and to properly render all other assistance to Ryder and the insurer that is requested by either of them in investigation, defense or prosecution of any claims or suits.

D. Cargo Insurance

Customer agrees to release and hold Ryder harmless from liability for loss or damage to any goods or other property in or carried on any Vehicle whether such loss or damage occurs in Ryder's facility or elsewhere. Customer shall, at its sole expense, include Ryder as a named insured in any and all cargo or transportation or floater insurance policies covering Customer with respect to any loss or damage to such goods or property. Customer waives any legal right of recovery against Ryder for any such loss or damage. Customer shall reimburse Ryder for loss of any tools, tarpaulins, accessories, spare tires or other equipment furnished by Ryder.

E. Vehicle Theft or Destruction

If a Vehicle is lost or stolen and remains so for 30 days after Ryder has been notified, the lease as to such Vehicle shall then terminate provided all charges for such Vehicle have been paid to that date and provided any amounts due Ryder pursuant to Paragraph 10B have been paid. Ryder shall not be obligated to provide a substitute vehicle during said 30 day period. If a Vehicle is, in Ryder's opinion, damaged beyond repair, Ryder shall notify Customer within 30 days after Ryder has been advised of the loss. Upon receipt of Ryder's notice that the Vehicle has been damaged beyond repair, provided all charges for such Vehicle have been paid to that date and provided any amounts due Ryder pursuant to Paragraph 10B hereof have been paid, the lease as to such Vehicle shall then terminate.

11. TERMINATION:

A. Either party may terminate the lease of any Vehicle prior to expiration of its term on any anniversary date of its delivery date, other than the anniversary date on which the lease term expires, by giving to the other party at least 60 days prior written notice of its intent to do so. If termination is effected by Ryder, Customer shall have the right, but not the obligation, to purchase in accordance with Paragraph 11D all Vehicles with respect to which termination notice has been given on the termination date(s). If termination is effected by Customer, Customer shall at Ryder's option purchase in accordance with Paragraph 11D all Vehicles with respect to which termination notice has been given on the termination date(s).

B. In the event Customer shall become insolvent, file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, be adjudicated a bankrupt by any court of competent jurisdiction, permit a receiver to be appointed for its business, permit or suffer a material disposition of its assets, the lease of Vehicles shall terminate, at the election of Ryder. Upon written notice thereof sent to Customer, Ryder may at its option demand that Customer purchase within 10 days of termination any one or all of the Vehicles in accordance with Paragraph 11D without prejudice to other remedies Ryder may have under this Agreement and at law.

C. Breach or Default

(1) In the event Customer breaches or is in default of any of the provisions of this Agreement, Ryder may immediately, without notice or demand, take possession of the Vehicles, together with all equipment and accessories thereto, and Ryder shall be entitled to enter upon any premises where said Vehicles may be and remove same, retain or refuse to redeliver the Vehicles to Customer until such breach or default is cured, without any of such actions being deemed an act of termination and without prejudice to the other remedies Ryder may have and Customer shall continue to be liable for all charges accruing during the period the Vehicles are retained by Ryder.

(2) In the event Ryder takes possession of or retains any Vehicle, and there shall, at the time of such taking or retention, be in, upon or attached to such Vehicle any other property, goods or things of value belonging to Customer or in the custody or control of Customer, Ryder is authorized to take possession of such items and either hold the same for Customer or place the same in public storage for Customer at Customer's expense.

(3) If Customer's breach or default continues for 7 days after written notice has been mailed to Customer, Ryder may terminate the lease of Vehicles. Upon termination, Ryder may demand that Customer purchase within 10 days of termination any or all of the Vehicles in accordance with Paragraph 11D without prejudice to other remedies Ryder may have under this Agreement and at law.

(4) Customer shall pay Ryder all Ryder's costs and expense, including reasonable attorney's fees, incurred in collecting amounts due from Customer or in enforcing any rights of Ryder hereunder.

D. In the event Customer (pursuant to Paragraph 11A) shall be required to purchase any of the Vehicles, or should Ryder (pursuant to Paragraph 11B or 11C) demand of Customer that it purchase any of the Vehicles, Customer shall purchase each Vehicle for cash at or within the time aforesaid for its Original Value as shown on Schedule A, less the total depreciation which has accrued for such Vehicle in accordance with Schedule A. Additionally, Customer will, at the time of purchase, pay Ryder for the amount of any unexpired licenses, applicable taxes, including personal property taxes and federal highway use taxes, and other prepaid expenses previously paid by Ryder for the Vehicles prorated to the date of sale and will be responsible for any sales or use tax arising from the purchase. Customer shall have no obligation or right to purchase any Vehicle as to which the term on Schedule A has expired.

12. ASSIGNMENT OF LEASE

This Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns. Customer shall promptly notify Ryder in writing prior to all substantial changes in ownership or any material disposition of the assets of Customer's business. Customer does not have the right to sublease any of the Vehicles, nor to assign this Agreement or any interest therein without the prior written consent of Ryder.

13. FORCE MAJEURE

Ryder shall incur no liability to Customer for failure to supply any Vehicle, provide a substitute vehicle, repair any disabled Vehicle, or provide fuel for Vehicles, if prevented by a national emergency, wars, riots, fires, labor disputes, Federal, state, or local laws, rules, regulations, shortages (local or national), or fuel allocation programs, or any other cause beyond Ryder's control whether existing now or hereafter. Notwithstanding Ryder's inability to perform under such conditions, Customer's obligations hereunder shall continue.

14. NOTICES

All notices provided for herein shall be in writing and mailed to Ryder and Customer at their respective addresses set forth above or at such other addresses designated in writing by either party.

This Agreement shall not be binding upon Ryder until executed at its Miami Headquarters by a person duly authorized and shall constitute the entire agreement and understanding between the parties concerning the Vehicles, notwithstanding any previous writings or oral undertakings, and its terms shall not hereafter be altered by any oral agreement or informal writing, nor by failure to insist upon performance, or failure to exercise any rights or privilege, but alterations, additions, or changes in this Agreement shall be accomplished only by written endorsement hereon, or amendment hereto, or additional Schedules A made a part hereof duly executed by both parties.

15. ARTICLE HEADINGS in bold face type do not constitute any part hereof and shall not be considered in the interpretation hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be duly executed the day and year first above written.

RYDER TRUCK RENTAL, INC.

CHARRETTE CORPORATION

By: M. Walton (Ryder)

By: Edward J. Cutler (Customer)

Name/Title Supervisor of Contracts

Name/Title Edward J. Cutler / Treas.

Date: OCT 18 1993

Date: 7/20/83

Witness: D. Killey

Witness: Edward Michael Wolstein



TRUCK LEASE & SERVICE AGREEMENT (TLSA) SCHEDULE A

Customer (Lessee) Name: CHARRETTE LLC	Customer Vehicle Domicile: WOBURN, MA	Lessee Number: 0
Ryder Service Location Number & Name: 3168 Manchester - 364 Dracut, MA	Schedule No.	Schedule A Date: March 7th, 2005
		TLSA Date: July 20th, 1983

1. **Vehicle:** This Schedule A shall cover the following 1 Vehicle(s):

Vehicle Information				
Ryder Unit No.	Customer Unit No.	Date of Delivery	Serial Number	Replaces Ryder Unit No.
1439201		/ /		322327

The parties acknowledge and agree that certain information required to complete this Section may not be available upon execution of this Schedule and that Ryder will furnish any such information upon delivery of the Vehicle(s).

2. **Lease Terms:** The following terms shall apply to each Vehicle listed on this Schedule A:

Original Value:	\$90,958	Term In Months:	72
Monthly Depreciation:	\$806.38	Fixed Charge Per Month:	\$1,615.00
Max GCW/GVW and/or Licensed Weight:	80,000	Mileage Rate per Mile:	\$0.0600
Estimated Annual Miles:	100,000		

3. **Vehicle Component Information:** Each Vehicle listed on this Schedule A is comprised of the following components:

Component Information				
Component	Model Year	Description	Original Value	Monthly Depreciation
Cab/Chassis	2005	FRTL FLC12064ST TACS TRACTOR	\$90,958	\$806.38

4. **Vehicle Lease:** The lease of each Vehicle listed on this Schedule A shall constitute a separate and independent lease agreement subject to the terms and conditions contained in: (i) the TLSA; (ii) any amendments to the TLSA; (iii) this Schedule A; and (iv) any other written agreement between Ryder and you regarding that Vehicle. Any reference to the TLSA contained in any of the foregoing documents shall be deemed to refer to each and every Vehicle lease. Payments relating to an invoice for multiple Vehicles will be allocated on a pro-rata basis among the covered Vehicles. The terms of this Schedule A apply to all Vehicles listed on this Schedule A and are part of each respective Vehicle lease. If there is a conflict between the terms of this Schedule A and any other terms of the TLSA, then the terms of this Schedule A will apply.
5. **Investment:** The Original Value, Monthly Depreciation and Fixed Charge Per Month listed above are based, in part, upon the manufacturer's quoted price as of the date you execute this Schedule A. If the manufacturer's quoted price increases prior to the Date of Delivery of a Vehicle, then you agree that for each \$50 increase in price (or fraction thereof), Original Value shall be increased by \$50.00, Monthly Depreciation shall be increased by \$0.65, and the Fixed Charge per Month shall be increased by \$1.30.
6. **Original Identification Cost:** \$0. If this amount varies by \$50.00 or more in price, the Original Value, Monthly Depreciation and Fixed Charge per Month will be adjusted as indicated in (5) above.
7. **Estimated Annual Mileage:** You may not operate any Vehicle more than 10 % in excess of the Estimated Annual Miles in any year of the lease term. If during any year of the lease term, the actual miles on any Vehicle exceeds the Estimated Annual Mileage listed on this Schedule A by 10 %, then, in addition to all other rights and remedies hereunder, Ryder will assess a surcharge of \$0.1500 per mile for all miles over the Estimated Annual Mileage and you agree to pay this surcharge in addition to all other amounts due Ryder within the time provided in the TLSA. You will not be entitled to a credit or carry forward if actual annual miles is less than its Estimated Annual Mileage.

8. **Estimated Annual Engine Hours for Refrigerated Trailers and Straight Trucks ("Refrigerated Vehicles"):** Not Applicable.

9. **Estimated Annual Standby Refrigeration:** Not Applicable

10. **The CPI Base Index:** Is (to be determined). The Base Index shall be the current index as of the Date of Delivery.

Maximum Adjustment: Notwithstanding anything in the TLSA to the contrary, the Fixed Charge Per Month, Mileage Rate Per Mile and Refrigerated Maintenance Rate Per Hour on the Vehicle(s) listed on this Schedule A shall not be adjusted by more than 3 % in any given calendar year.

Exposure %: Notwithstanding anything in the TLSA to the contrary, only 50 % of the Fixed Charge Per Month and 100 % of the Mileage Rate Per Mile on the Vehicles listed on this Schedule A shall be subject to adjustment in accordance with the TLSA.

Effective Date of Adjustments: annual anniversary date of the Scheduled Vehicle's Date of Delivery.

Delayed Implementation: Notwithstanding anything in the Vehicle lease to the contrary, the Fixed Charge Per Month, Mileage Rate Per Mile and Refrigerated Maintenance Rate Per Hour on each Vehicle listed on this Schedule shall not be adjusted until 24 months after its Date of Delivery.

11. **Per Vehicle Annual Allowances:** The allowances described below are included in the Fixed Charge Per Month. If the actual cost of any item(s) listed below, including any costs incurred in states other than those listed, exceeds the annual allowance amount for that item, then you agree to pay Ryder the excess, in addition to all other lease charges.

Description	Annual Allowance Amount
Vehicles listed on this Schedule A operate in State(s) of: MA	
State Motor Vehicle License, Registration and Inspection fees	\$0
IFTA / Mileage Tax Permits	\$0
Federal Heavy Vehicle Use Taxes	\$0
Personal Property Taxes	\$0

12. **Vehicle Related Services:**

Vehicle Related Services	Provided By/Comments
Substitute Vehicles	Ryder
Exterior Washing	Ryder
Safety Services	Ryder
Licensing	You
IFTA/Mileage Tax Permitting & Reporting	Ryder
Other Services	None

13. **Fuel:** Ryder will provide fuel for the Vehicles and charge you for any fuel it provides in accordance with the terms of the TLSA and in addition to all other lease charges. You will be responsible for the cost of any fuel obtained from sources other than Ryder or Ryder's designated facilities. If your account is past-due, Ryder may elect to stop providing fuel to you 3 days from the date that Ryder sends written notice to you.

14. **Party Responsible for Liability Insurance:** You. Combined Single Limits \$1,000,000 per occurrence. Ryder Truck Rental LT and Ryder Truck Rental, Inc. shall each be an additional insured under your Liability Insurance policy and a beneficiary of your indemnities in accordance with the TLSA.

15. **Party Responsible for Physical Damage Insurance:** You shall be responsible for all loss or damage to the Vehicles in accordance with the TLSA. If a Vehicle is lost, stolen or damaged beyond economic repair, then you agree to pay Ryder its purchase price at the time of loss and related costs and expenses as determined under the TLSA.

Other:

General: This Schedule A contains information regarding each Vehicle selected by you and is a part of the TLSA. When you sign this Schedule A, you authorize Ryder to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin when Ryder tenders it to you and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the TLSA.

Additional Services: Except for the lease charges listed on this Schedule A, all charges for goods and services under the TLSA, including any services subcontracted by Ryder, will be billed per Ryder's retail sales and service procedures and charges then in effect.

Disclaimer of Warranties. RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE VEHICLES, CHARGES OR ANY OTHER MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIAL OR PARTICULAR PURPOSE.

Waivers. CUSTOMER WAIVES AND RELEASES RYDER FROM ANY CLAIMS OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. BOTH RYDER AND CUSTOMER WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT RELATING TO THE TRANSACTIONS CONTEMPLATED BY THE TLSA.

Default on Rental or Return. If you are in default under any rental agreement with Ryder, you will also be in default under the TLSA. If you are in default under the TLSA, you will also be in default under any rental agreement with Ryder.

Hold-over Lease. If you operate any Vehicle after its lease term has ended, the terms of the TLSA will apply to the hold-over lease, but Ryder will have the right to terminate the hold-over lease seven (7) days after Ryder sends you written notice (but Ryder will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the TLSA or if Ryder has previously sent you a termination notice covering that Vehicle).

Confidentiality. You agree to maintain the confidentiality of the terms and rates contained in the TLSA and agree not to disclose our rates and terms unless required by law.

Indemnity Survival. All of the defense, release, indemnification, insurance and hold harmless provisions in the TLSA shall survive the termination or expiration of the TLSA for any reason.

**RYDER TRUCK RENTAL, INC., d/b/a
RYDER TRANSPORTATION SERVICES
(Ryder)**

By: 9-92

Name: Jim Zeiner

Title: General Manager

Date: 5-18-05

Witness: Cathy Pen

CHARRETTE LLC

(Customer/You)

By: [Signature]

Name: ~~Robert Lowe~~ RICHARD A. BLANSON

Title: CFO

Date: 3/8/05

Witness: Robert Lowe



Edart Leasing Company, LLC

This Master Lease Agreement ("Master Lease") between EDART LEASING COMPANY, LLC, a Connecticut Limited Liability Company with its principal place of business at 185 West Service Road, Hartford, Connecticut 06120 its successors and assigns ("Edart"), and Harold M. Pitman Company with its principal place of business at 31 Olympia Avenue Woburn, MA 01801 Lessee").

IT IS AGREED:

ARTICLE I

Lease Relationship

Section 1.1 - Vehicle. Edart hereby leases to the Lessee, and the Lessee hereby hires from the Lessor, the motor vehicles and/or property (collectively referred to as the "Vehicle") described on each Schedule A executed by Edart and Lessee. When only a chassis is leased, all of the terms and conditions of this Master Lease shall apply to the non-leased portion of the Vehicle as well.

Section 1.2 - Master Lease and Individual Leases. This Agreement shall constitute the Master Lease and shall be deemed to comprise as many Individual Leases as there are separate Schedule A's, each Schedule A representing Lessee's authorization to purchase the vehicles shown thereon.

Section 1.3 - Term and Effective Date. The term of each Individual Lease shall commence on the date the Vehicle is tendered by Edart to Lessee, or forty-eight (48) hours after Edart notifies Lessee that the Vehicle is available for delivery, whichever occurs first, and shall terminate as provided in Schedule A, unless sooner terminated as provided in this Agreement. The effective date of this Agreement shall be the date signed by Edart or Lessee, whichever is later. Lessee hereby authorizes Edart to complete and fill in the "Date in Service" information on each Schedule A.

Section 1.4 - Relationship and Title. This Agreement is a lease only and Lessee has acquired no right, title or interest in or to the Vehicle. Title to the Vehicle shall remain with Edart and Lessee shall cooperate with Edart and shall take whatever action Edart deems necessary to protect Edart's title to the Vehicle, including but not limited to, the execution of any documents.

ARTICLE II

Operation, Use and Maintenance

Section 2.1 - Delivery and Acceptance of Vehicle. Delivery of the Vehicle shall be at Edart's base location of Vehicle as specified in Schedule A. Edart will color and letter each Vehicle to the specifications of Lessee. Use of the Vehicle in service by Lessee constitutes acceptance and an acknowledgment by Lessee that the Vehicle complies with Lessee's specifications.

Section 2.2 - Alteration of Vehicle. After delivery of a Vehicle, any structural alteration, special equipment or alteration in painting, lettering or art work desired by Lessee shall be made at Lessee's expense but only with Edart's written permission.

Section 2.3 - Maintenance and Repair. Except as set forth in Sections 2.1 and 2.2 and except to the extent, or as a result of, Lessee's violation or breach of any of the terms of this Master Lease Agreement, Edart shall be responsible for the ordinary and normal repair and maintenance of each Vehicle and shall:

- (a) furnish all labor and parts which may be required to keep the Vehicle in good operating condition;
- (b) provide from its garage, oil lubricants, tires, tubes and all other operating supplies and accessories necessary for the proper and efficient operation of the Vehicle.

Any repairs or equipment or parts required to be purchased by Lessee for any Vehicle other than from Edart's garage shall require Edart's permission which shall be in writing except in the event of emergency. Edart shall have no responsibility to repair any physical damage to the Vehicle, but Edart may do so at its option and at Lessee's sole cost and expense. Edart, at its option, may require all physical damage to the Vehicle be repaired. Should Lessee fail to cause such repairs to be made promptly, Edart may do so at its option and at Lessee's sole cost and expense.

Section 2.4 - Checking Vehicle and Notification. Lessee agrees that its operators will check oil levels, coolant level and tire pressure on each Vehicle at least once a day and will also make such pre-trip and post-trip inspections and any other inspections as may be required by law. Lessee shall cause its drivers to complete all vehicle condition reports on a daily basis or as otherwise required by law. Lessee agrees that each of Lessee's drivers will, at the close of each day, and each time the Vehicle is returned to Edart's garage, notify Edart in writing of any and all faulty operation or other trouble Lessee experienced with the Vehicle. In any and all cases requiring immediate repairs or adjustment, e.g., improper performance or mechanical defects, or in the event there is an accident or collision involving the Vehicle, Lessee will promptly notify Edart by telephone, facsimile or telegram, giving a description of the nature of trouble and location of the Vehicle. Under those circumstances, Lessee will not operate the Vehicle should such operation be liable to cause further injury or damage to the Vehicle, and Lessee shall be obligated to lock and secure any Vehicle required to be left at a site and to place appropriate warning devices in and around the Vehicle to protect it from damage, theft and vandalism. Unless otherwise reported, it shall be conclusively presumed that said Vehicle is operating satisfactorily.

Section 2.5 - Return of Vehicle for Repairs. If the Vehicle is in need of repairs or maintenance as determined by Lessee or Edart, then Lessee agrees to return the Vehicle to Edart's Base Location of Vehicle as specified in Schedule A. However, Lessee agrees to return each Vehicle to Edart at its Base Location of Vehicle as specified in Schedule A for a minimum of 8 hours each week during mutually agreed to normal business hours at such scheduled times as agreed by Lessee and Edart. If no substitute vehicle is provided during this maintenance period, Edart will attempt to provide Lessee transportation from Edart's maintenance location to Lessee's closest place of business.

Section 2.6 - Replacement Vehicle.

- (a) If Edart is designated as the party responsible for providing a replacement vehicle on Schedule A, Edart will furnish a substitute vehicle at no extra charge for any Vehicle, other than those excepted below, which may be temporarily inoperable because of mechanical failure, the substitute to be as nearly as practicable the same size and appearance as the Vehicle, except that no special painting, lettering or other alterations need be made on the substitute vehicle. The substitute vehicle will be furnished to Lessee whenever possible at the place at which the Vehicle was disabled and shall be returned by Lessee to Edart at Edart's facility from which it was provided. Edart shall have no obligation to furnish a substitute vehicle if the inoperable Vehicle is out of service because of damage resulting from collision or upset, abuse, or fire or accident of any kind regardless of fault, or as a result of Lessee breaching any of the terms of this Master Lease or is specialized and not of a type Edart maintains in its rental fleet or carries a truck body not owned by Edart, or accessories for which Edart is not responsible.
- (b) A substitute vehicle, while in Lessee's service, shall be subject to all the terms and conditions of this agreement. If Lessee is designated on Schedule A as the party responsible for providing a substitute Vehicle, while a Vehicle is out of service because of damage resulting from collision or upset, Edart will, at the request of Lessee, rent Lessee a replacement vehicle, if available from Edart's rental fleet, at a rental rate equal to the charges applicable to the inoperable Vehicle. Irrespective of whether or not Lessee rents a vehicle from Edart while a Vehicle is out of service for repairs of damage resulting from collision or upset, the charges applicable to the out of service Vehicle shall not abate.
- (c) Except as provided in subsection 2.6(e), should Edart be unable to provide a substitute vehicle hereunder when it is obligated to do so, Lessee's exclusive right shall be the abatement of all rent due for the Vehicle during the period the Vehicle is out of service or until a substitute is tendered to Lessee and this Master Lease will be extended for a period equal to the length of time it takes to make the requisite repairs on the Vehicle, or provide a substitute vehicle.

- (d) When only the chassis of a Vehicle is leased from Edart under this Master Lease and maintenance requirements of the body of the Vehicle cause the Vehicle to be out of service, Edart, at its option, may provide a substitute Vehicle at a new negotiated rental which shall compensate Edart for the lease rate Rental on the chassis plus an additional amount to compensate Edart for the body. All of the terms and conditions of this Master Lease shall apply to the substitute Vehicle for both body and chassis.
- (e) If repairs are required to a Vehicle for any reason (other than ordinary service or maintenance), including, without limitation, fire, collision, upset or accident of any kind regardless of fault, then if Edart is designated on Schedule A as the party responsible for providing a substitute vehicle, the Lessee shall pay both the Rentals on the damaged Vehicle and on the substitute during the period such damaged Vehicle is out of service or if the Lessee is designated on Schedule A as the party responsible for providing a substitute vehicle, then while such damaged Vehicle is out of service for repair of physical damage, the Rentals applicable to it will not abate.

Section 2.7-Control of Vehicle. Lessee shall have the sole, exclusive, and absolute direction and control of the Vehicle at all times. Lessee will not cause or permit its drivers or any other person to make any repair or adjustments. Lessee will release and hold Edart harmless for all claims arising from repairs not authorized in accordance with this provision.

Section 2.8-Tires. Lessee agrees that it will not operate any Vehicle on a flat tire or on any tire or tires which do not contain sufficient air pressure as recommended by the manufacturer to prevent damage to the tires, and that, in the event spare tires or tubes become necessary, Lessee will notify Edart immediately.

Section 2.9-Drivers. Lessee covenants and agrees that all Vehicles leased to the Lessee under this Agreement shall be operated only by safe, careful, and licensed drivers, not less than 21 years old, to be selected, employed, controlled, and paid by the Lessee, each such driver being conclusively presumed to be the agent of the Lessee only. Lessee shall require said drivers to operate all such Vehicles with reasonable care and diligence and to use every precaution to prevent loss or damage to any of said Vehicles because of fire, theft, collision, or injury to third persons or property of third persons and upon notice from Edart specifying any reckless, careless or abusive handling of any Vehicles leased hereunder, Lessee shall remove such driver or drivers and substitute therefor, careful and safe drivers as soon as it is reasonably possible so to do. In the event that Lessee shall fail to do so, or shall be prevented from so doing by any agreement with anyone on the driver's behalf: (1) Lessee shall, notwithstanding any other remedies of Edart or provisions of this Agreement, reimburse Edart in full for any loss and expense sustained by Edart for damage to any Vehicle when being operated by such individual and Lessee shall release, indemnify and otherwise hold Edart harmless from and against any claim or causes of action for death or injury to persons or loss or damage to property arising out of the use or operation of any Vehicle when being operated by such individual notwithstanding that Edart may be designated on Schedule A as responsible for furnishing and maintaining liability insurance, and (2) Edart may at its election, and at any time thereafter upon 30 days' prior written notice to Lessee, terminate any liability insurance coverage provided by Edart hereunder, and may, at its election, with respect to each Vehicle, increase the amount of Lessee's physical damage responsibility to an amount equal to the termination value calculated in accordance with Article V as of the time of damage or loss. Nothing herein contained shall be construed to obligate Edart to investigate the qualifications, competence or performance of Lessee's drivers.

Section 2.10-Uses of Vehicle. Lessee agrees that the Vehicle shall:

- (a) only be used in the normal and ordinary course of Lessee's business;
- (b) not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations or contrary to the provisions of any applicable insurance policy;
- (c) in order to provide proper insurance and maintenance and maximize Vehicle life, be operated solely from, and exclusively within, the Maximum traveling radius described in Schedule A. Travel outside the designated area may be made only if Lessee obtains Edart's written permission and a binder from the insuring companies;
- (d) be weighed by Edart, upon Edart's request, to determine if Lessee is in compliance with the law;
- (e) not push, pull (unless a tractor) or tow any other Vehicle or trailer, or take part in any race, speed test or contest outside the ordinary course of Lessee's business or be used for hauling or storing explosives, dangerous chemicals, corrosive acids, powders, liquids or the like without prior written approval of Edart and the insurance carrier; and
- (f) only be used in the manner and for the use for which it was designed and within the contemplation of the parties hereto.

Section 2.11-Abuse and Overloading. Lessee covenants and agrees that no Vehicle leased hereunder will, while in the possession, custody or control of the Lessee, be misused, abused or operated in a negligent manner, or loaded beyond its rated service capacity, as set forth in Schedule A, and the Lessee shall reimburse Edart for any and all damages to any Vehicle leased hereunder resulting from any such overloading, abuse or negligent operation. Lessee agrees that such Vehicle will not be operated by a driver in possession of or under the influence of alcohol or any drug which may impair his ability to operate the Vehicle, or in a reckless or abusive manner, or off an improved road, or on a flat or under-inflated tire, or in a manner to cause side wall damage to a tire. Notwithstanding any other provision of this Agreement, Lessee agrees to reimburse Edart in full for damages, including but not limited to, the expense of furnishing replacement Vehicle(s), resulting from a violation of this provision. Lessee will be responsible for all expenses of towing or removal of any mired Vehicle when not in Edart's possession or on Edart's premises and for all damages caused to the power train and drive train from being mired.

Section 2.12-Trailer and Other Equipment. Where a Vehicle is operated by Lessee with a trailer or other equipment not included on Schedule A, or not maintained by Edart under a separate written agreement, Lessee agrees that such trailer and/or equipment will be properly maintained and in good operating condition. Lessee further agrees to maintain physical damage insurance coverage, with financially sound and reputable insurance companies, on such trailer or other equipment; and, to provide evidence to Edart of the continuing existence of such coverage during the term of the lease. Notwithstanding any other provision of this Agreement, Lessee shall release, indemnify and otherwise hold Edart harmless from any claim or loss or damage caused by such trailer and/or equipment.

ARTICLE III

Rental and Charges

Section 3.1-Rentals. Lessee agrees to pay Edart as rental ("Rentals") for the use of each Vehicle a sum which shall consist of:

- (a) fixed rental charge ("Fixed Rental Charge") as set forth in Schedule A, and
- (b) mileage charge ("Mileage Charge") as described in Section 3.3 and Schedule A; and
- (c) such other charges as set forth in this Agreement and Schedule A.
- (d) an hourly refrigeration charge ("Refrigeration Charge") for all refrigeration units (if any) determined by any hourly meter on the refrigeration unit. Lessee agrees to provide readings to Edart upon Edart's request, but in any event, such readings will be submitted to Edart on a weekly basis. If the recording device fails to function properly, Lessee must notify Edart immediately, in writing, of such failure, and in such event an estimate shall be computed by Edart upon the average daily usage of said Vehicle for the thirty (30) days of recorded usage immediately preceding the period during which the device failed to function properly.

Section 3.2-Payment of Rentals. Lessee agrees to unconditionally pay all Rentals as set forth in Section 3.1 within ten (10) days after receipt of an invoice from Edart without any right to deduction, set-off, defense or counterclaim, at the address of Edart set forth at the beginning of this Agreement or at such other address as Edart may notify Lessee. Punctuality in the payment of any Rental is of the essence.

Section 3.3-Mileage. The Mileage Charge will be set forth on Schedule A. Mileage may be determined by hubodometer or factory-installed odometers. Lessee agrees to provide mileage readings to Edart upon Edart's request, but in any event, such readings will be submitted to Edart on a weekly basis. If the mileage recording device fails to function properly, Lessee must notify Edart immediately, in writing, of such failure, and in such event a mileage estimate shall be computed by Edart upon either of the following, whichever is greater:

- (a) the average daily mileage of said Vehicle for the thirty (30) days of recorded mileage immediately preceding the period during which the device failed to function properly, or
- (b) such other information as may be available, such as trip reports or fuel tickets.

Any estimate of mileage as provided for above shall be treated as if it had in fact been recorded by the malfunctioning device.

Section 3.4-Additional Charges. Lessee agrees to pay Edart the following:

- (a) a sum equal to the fair market value of all tires, tools and accessories, lost or stolen from the Vehicle; and
- (b) a fuel charge when mutually agreed between Lessee and Edart that Edart will provide fuel for Vehicles from its own or other designated facilities. The charge for fuel will vary over time and be billed to Lessee in addition to the other charges provided for on the applicable Schedule A. Edart shall have no obligation to provide fuel if any Rental or other payment due Edart is past due; and
- (c) all costs and expenses including reasonable attorney's fees incurred in connection with the collection of any amounts due Edart or with regard to the enforcement of any terms of this Agreement, and
- (d) interest charged monthly at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance due on Rentals ten (10) days past due.

Section 3.5-Change in Rentals. Any increases in the cost of any and all insurance coverages provided by Edart shall be paid for by the Lessee. In addition, Lessee agrees to pay for (1) any sales or use tax now or hereafter imposed upon the use of the Vehicle or on the rental or other charges accruing hereunder; (2) the cost of installing any anti-pollution and safety devices or equipment or other devices, changes or adjustments required by law; (3) the cost of special license or taxes required by the business of Lessee; (4) any increase in license or registration fees, federal heavy vehicle use taxes, vehicle inspection fees, road use and fuel tax permits, excise taxes, and personal property taxes; and (5) any new or additional tax or governmental fees, adopted after the date of the execution of the applicable Schedule A. All payments required to be paid by Lessee under this section will be due in accordance with Section 3.2.

Section 3.6 - Consumer Price Index. The charges in this Agreement are based on Edart's current cost of labor, parts and supplies. These costs may fluctuate after the date of execution of this Agreement. Lessee agrees that for each rise or fall of 1% in the Consumer Price Index For All Urban Consumers All Cities For The United States (1967 base period, published by the United States Bureau of Labor Statistics), above or below the base index figure on Schedule A, charges for each Vehicle will be adjusted upward or downward as follows:

1% of 100% of the Fixed Rental Charge

1% of 100% of the Mileage Charge

1% of 100% of the Refrigeration Charge

Adjustments will be based on the original charges stated on Schedule A and be effective on the first day of January and July based on the latest index published prior to such effective dates. In the event the Consumer Price Index For All Urban Consumers All Cities For The United States is discontinued, Edart shall substitute another cost adjustment index.

Section 3.7 - Taxes, Licensing, Registration and Fuel.

- (a) Edart agrees to provide or pay for the state vehicle license for the registered weight shown on Schedule A, personal property, and any excise taxes imposed by the state of domicile for each Vehicle, and federal heavy vehicle use tax, where applicable, at the rates and method of assessment in effect on the date of execution of each Schedule A.
- (b) All other taxes, assessments and tolls of any nature shall be paid by Lessee, including, without limitation, road use and fuel taxes, any special license or taxes required by Lessee's business resulting from the operation and use of the leased Vehicles, such as mileage taxes, ton mileage taxes and highway or bridge tolls. Edart shall have the right to discharge any encumbrance asserted as a result of Lessee's failure to pay any claim or assessment for any such taxes and Lessee shall promptly reimburse Edart.
- (c) When permitted by law, Edart will apply for such other vehicle licenses, prorated or state reciprocity plates as Lessee may from time to time request at Lessee's sole cost and expense.
- (d) Edart shall cause each Vehicle operated by Lessee under the terms of this lease to be duly registered in the state of domicile. During the term of this lease, and until their redelivery to Edart, the Vehicles shall be domiciled at the address set forth in Schedule A, and such domicile and garage location of the Vehicles shall not be changed without the prior written consent of Edart. If the domicile and/or garage location of the Vehicles is to be changed with the consent of Edart from the address set forth in Schedule A, Lessee shall advise Edart of the Vehicles' new garage location and domicile, and shall pay to Edart any and all taxes, licensing fees, registration fees and any other expenses incurred by Edart as a result of such change. Lessee shall furnish to Edart in such form as shall be required by Edart any and all information required by Edart to comply with any and all Federal, State, and local statutes, ordinances, rules or regulations, and any reporting requirements in connection therewith.
- (e) If requested by Lessee, Edart will, where permitted by law, apply for fuel tax permits for Lessee for the states of operation set forth in Schedule A. If further requested, Edart shall prepare and file fuel tax returns, and Lessee shall promptly reimburse Edart for the amount of taxes as paid. Lessee shall provide Edart on a weekly basis all records or documents as are necessary for the preparation of such fuel tax returns including, without limitation, all trip records, fuel tickets or invoices. In the event Edart is assessed any additional charge, assessment, tax or penalty or shall have any credit disallowed as a result of untimely, improper or inaccurate furnishing of such documents or information by Lessee, Lessee shall reimburse Edart the amount of such additional charge, assessment, tax, penalty or loss of tax credit. Upon ten (10) days notice to Lessee, Edart shall have the right at any time, with or without cause, to transfer to the Lessee the responsibility for obtaining permits and/or preparing and filing such fuel tax returns. When Lessee is responsible to apply for fuel tax permits, prepare and file fuel tax returns and pay the taxes and charges imposed therewith, Lessee shall release, indemnify and hold Edart harmless against any claims, losses, and expenses resulting from Lessee's failure to timely and properly pay any fuel taxes and associated charges.
- (f) Each Vehicle shall be operated only in the state or states of operation listed on Schedule A for such Vehicle. If Lessee operates such Vehicle in a state not listed on such Schedule A, Lessee agrees to release, indemnify and hold Edart harmless from, and reimburse Edart for, all claims, expenses, fines, penalties, taxes, and any other damages arising therefrom, and further Edart will be relieved of any repair obligation while the Vehicle is in such states.

Section 3.8 - Proration of Rent. In the event this Agreement shall commence on a day other than the first day of the week, the Fixed Rental Charge shall be prorated from the date of commencement to the end of such week. A week shall be defined as commencing on Monday and ending on Friday.

ARTICLE IV

Insurance and Loss

Section 4.1 - Physical Damage to Vehicles. Unless otherwise indicated on Schedule A, or (unless permission to self-insure the following risks are specifically given in writing by Edart) Lessee shall at its sole cost provide, maintain and pay for insurance and assume the risk of loss of, or damage to, the Vehicles covered by this lease from any and every cause whatsoever in such form and amounts as may be satisfactory to Edart, and in any event (without specific request by Edart) will insure the Vehicle against physical hazard insurance, including, without limitation, fire, theft, collision, casualty, upset, hazard, vandalism, graffiti, glass, breakage, abuse, mysterious disappearance, and such other risks in such amounts and with such insurance companies as shall be satisfactory to Edart to insure Edart's interest in the Vehicle and shall be payable to Edart as loss payee and additional insured, as its interest may appear. The Lessee shall evidence its compliance with the foregoing by delivering a certificate with respect to each policy concurrently with the execution hereof or prior to delivery to Lessee of any Vehicle covered by this lease, annually thereafter, and from time to time upon the request of Edart. All insurance proceeds shall be paid directly to Edart or its assigns. If Lessee fails to provide and pay for such insurance, Edart may, at Lessee's expense, procure the same, but shall not be required to do so. The Lessee shall insure the Vehicle and its contents in amounts sufficient to prevent the application of any co-insurance provisions. Lessee will maintain, with financially sound and reputable insurers, insurance with respect to its properties, cargo being handled and business against such casualties and contingencies of such type (including hazardous material handling, product liability, larceny, embezzlement or other criminal misappropriation insurance) and in such amounts as is customary in the business and acceptable to Edart. Lessee agrees to deliver to Edart promptly as rendered true copies of all reports made in any reporting forms to insurance companies.

Lessee irrevocably makes, constitutes and appoints Edart (and all officers, employees or agents designated by Edart) as Lessee's true and lawful attorney-in-fact and agent, with full power of substitution, for the purpose of making and adjusting claims under such policies of insurance (provided, however, that Edart agrees to consult with Lessee prior to finally making, settling or adjusting claims under such policies of insurance) endorsing the name of Lessee on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance required above or to pay any premium in whole or in part relating thereto. Edart, without waiving or releasing an obligation or default by Lessee hereunder, may (but shall be under no obligation to do so) at any time or times thereafter maintain such action with respect thereto which Edart deems advisable. All sums disbursed by Edart in connection therewith, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable on demand by Lessee to Edart and shall be considered additional Rental hereunder.

Aside from Edart's responsibility to provide normal and ordinary maintenance as described in Section 2.3 of this Master Lease, Lessee shall pay to Edart the cost of repairing and restoring the Vehicle in good working order, and if, in Edart's judgment, the Vehicle has been lost, stolen, destroyed or damaged beyond repair, Edart, at its option may terminate this Agreement with respect to such Vehicle effective immediately from the date of such loss, theft, destruction or damage, whereupon Lessee shall pay Edart the termination value of such Vehicle computed as provided in Article V as of the effective date of termination (together with all accrued lease charges to the effective date of termination), less the proceeds from any insurance settlement paid Edart, if any. Rentals will continue on all lost, stolen, destroyed or damaged Vehicles until the termination value is paid in full up to the date of such payment. Upon payment of said termination value, at its option, Edart may provide Lessee with a Vehicle similar to the one that was lost, stolen, destroyed or damaged to complete the term of the lease for such Vehicle at the Rentals contemplated in the lease for such substitute Vehicle.

Section 4.2 - Liability Insurance Responsibility. Lessee shall, at its sole cost, provide liability coverage for Lessee and Edart, and their respective agents, servants and employees, in accordance with the standard provisions of a basic automobile liability insurance policy (hereinafter "Liability Insurance") as required in the jurisdiction in which the Vehicle is operated, against liability for bodily injury including death, and property damage arising out of the ownership, maintenance, use and operation of the Vehicle(s) with limits of a combined single limit of One Million (\$ 1,000,000) Dollars per occurrence or the minimum amounts required by any governmental authority with respect to the transportation of hazardous materials, if greater. In addition, Lessee shall procure and maintain insurance appropriate for the type of cargo or goods it is handling. All such coverages shall be primary and not excess or contributory. Under no circumstances, shall Edart be liable for damage to property left stored, loaded, or transported in, upon, or by the Vehicle. Liability Insurance coverage shall be in a form acceptable to Edart and Lessee shall deliver all policies of insurance, or evidence satisfactory to Edart of such coverage, prior to delivery to Lessee of any Vehicle covered by this lease.

Section 4.3 - Loss Payable Endorsement For All Policies. Lessee shall deliver the originals of such policies to Edart with satisfactory Loss Payable Endorsements to the policy naming Edart as loss payee, and endorsing Edart onto the policy as a "Loss Payee and an Additional Insured" and as its interest may appear prior to delivery to Lessee of any Vehicle covered by this Master Lease. Each insurer shall agree, by endorsement upon the policy issued by it, or by an independent document provided to Edart, that it shall give Edart not less than 30 days' prior written notice of cancellation, change in form or alteration or non-renewal to Edart, and shall insure the interest of Edart regardless of any breach of violation by the Lessee or any other person of warranties, declarations or covenants contained in such policies and that such notice shall be sent by registered or certified mail postage prepaid, return receipt requested, to Edart Leasing Company, LLC, 185 West Service Road, Hartford, Connecticut 06120, Attention: Insurance Department. In addition, immediately upon Lessee's receipt of such notice of alteration or cancellation from such insurer, Lessee shall mail a copy of such notice to Edart at Edart's address set forth above by registered or certified mail, postage prepaid, return receipt requested.

Section 4.4 - Lessee's Failure to Maintain Coverage. If Lessee fails to procure and maintain physical damage coverage, Liability Insurance, Casualty Insurance, contents insurance and any other insurance required hereunder, or fails to timely furnish Edart with evidence of such coverage, Lessee agrees to indemnify and hold Edart harmless from and against any claims or causes of action and reimburse Edart all its loss, cost and expense resulting from loss of or damage to the Vehicles any claims or causes of action for death or injury to persons or loss or damage to property arising out of or caused by the ownership, maintenance, use, or operation of any Vehicle, and Edart is authorized but not obligated to procure such physical damage, liability, casualty and contents insurance, without prejudice to any other remedy Edart may have, and Lessee will pay Edart, as additional Rental, the amount of the premium paid by Edart. Lessee will not cause or permit any Vehicle to be operated during such time or times that such Vehicle is so uninsured.

Section 4.5 - Indemnity. Lessee agrees to release, indemnify, and hold Edart harmless from and against any claims or causes of action for death or injury to persons, or loss or damage to property in excess of the limits of Liability Insurance or physical damage insurance, whether provided by Edart or Lessee, arising out of or caused by the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder, and any claims or causes of action which Edart may be required to pay as a result of any statutory requirements of insurance and which Edart would not otherwise, pursuant to the terms hereof, be required to pay.

Lessee further agrees to release and hold Edart harmless for death or injury to Lessee, Lessee's employees, drivers, passengers or agents, arising out of the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder.

Lessee further agrees to release and hold Edart harmless from liability for loss or damage to any goods or other property in or carried on any Vehicle whether such loss or damage occurs in an Edart facility or elsewhere, occurs due to any negligence on Edart's part, or occurs as a result of any other failure on Edart's part. Lessee shall, at its sole expense, include Edart as a named insured in any and all cargo or transportation or floater insurance policies covering Lessee with respect to any loss or damage to such goods or property. Lessee waives any legal right of recovery against Edart for any such loss or damage. Lessee shall reimburse Edart for loss of any tools, tarpaulins, accessories, spare tires or other equipment furnished by Edart.

Section 4.6 - Notice of Accident. Lessee agrees to notify Edart immediately upon the happening of any accident, collision, loss (including theft), or damage (regardless of insurance responsibility) involving a Vehicle or substitute vehicle by telephone, facsimile or telegram and to cause the driver to make a detailed report in person at Edart's office within 48 hours and to properly render all other assistance to Edart and the insurer that is requested by either of them in investigation, defense or prosecution of any claims or suits. Lessee shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE V

Purchase Formula

In the event either party shall elect to terminate and cancel this Agreement pursuant to this Agreement, and Edart requires Lessee to purchase the Vehicle, the termination value shall be paid at the transfer of title and shall be the total of:

- the value of the Vehicle as of the date of termination calculated by taking the cost of the Vehicle as shown on Schedule A less the product of the number of weeks from the Effective Date of the Individual Lease to the date of termination times the depreciation figure shown on Schedule A. However, the value of such Vehicle shall not be reduced below 15% of the cost of the Vehicle;
- rentals or damages due Edart as of the termination date; and
- adjustments for the following costs as of the termination date: license; registration; permit; other use charges (whether designated as fees, taxes or otherwise); and personal property taxes; and
- sales or use tax arising and prepayment fees and unrecovered or prepaid interest or other charges incurred by Edart from such purchase.

ARTICLE VI

Indemnification and Liability

Section 6.1 - Indemnification. Regardless of whether Edart or Lessee has the obligation to provide insurance, Lessee agrees to release, indemnify, and hold Edart harmless from, and reimburse Edart for, all damages, causes of action, claims, costs, expenses, loss and liability (including reasonable attorney's fees) from, against or relating to any of the following:

- death or injury to any person or persons, whether or not an occupant of the Vehicle, including, without limitation, Lessee's employees, agents or representatives;
- injury or damage to property, including, without limitation, cargo or property owned by or in possession of the Lessee or Lessee's employees, agents, representatives, or occupants;
- as a result of the Lessee's violation of any term or condition of this Agreement;
- tires, tools and accessories stolen or lost from the Vehicle;
- repossessing any Vehicle;
- extricating and/or towing the Vehicle due to the Lessee driving the Vehicle off a public road or into any other position from which the Vehicle is extricated;
- loading any Vehicle beyond the payload limits or in violation of any weight regulation;
- any fines or penalties or forfeitures for traffic violations or seizures or for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority;
- any liability imposed upon or assumed by Lessee under any Workers' Compensation Act, plan or contract whatsoever;
- the Vehicles or any accessories or equipment furnished to Lessee, including without limitation, the use, ownership, maintenance, selection, possession, operation and/or conditions thereof, and latent and/or other defects whether or not discoverable by Edart or Lessee.

All indemnities contained in any section of this Master Lease, including without limitation this section 6, shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any schedule, and are expressly made for the benefit of and shall be enforceable by Edart. If a claim ("Claim") shall be made at any time which could require the Lessee to indemnify Edart under any provision of this Master Lease, including but not limited to this section 6, Edart shall control the defense of any Claim, including, without limitation, the decision to settle the Claim, the choice of counsel, strategy employed, and whether counterclaims, complaints or appeals should be filed. All such defense costs and expenses shall be at Lessee's sole cost and expense. In the event that the Lessee is required to make any payment under this section 6 or any other indemnification provision of this Agreement, the Lessee shall pay Edart an amount which, after deduction of all taxes required to be paid by Edart with respect to the receipt thereof under the laws of the United States or any political subdivision thereof shall be equal to the amount of such payment Edart is required to make. Lessee agrees to take such action in connection with contesting such Claim shall be reasonably requested in writing and agrees to promptly notify Edart of any Claim and give any relevant information relating to such Claim within their knowledge and otherwise to cooperate in good faith in order to contest any such Claim.

None of the indemnities in this Master Lease shall be deemed to create any rights of subrogation, from or under any indemnified person, and any insurer or third party against the Lessee or Edart therefor, whether because of any claim paid or defense provided for the benefit thereof or otherwise.

Section 6.2 - Lessee's Damage. Edart shall not be responsible to Lessee, or to its agents, servants or employees, for any loss of business or other damage caused by any interruption of the service herein to be furnished by Edart, or for the time lost in the repairing or replacing of any Vehicle, nor for any loss, injury or damage arising out of, or relating to, Edart's failure to deliver the Vehicle by reason of strikes or, other causes beyond the control of Edart, nor for any other losses or damages sustained by Lessee hereunder. Lessee agrees that Edart shall not be liable or responsible for any acts or omissions of Lessee or of Lessee's agents or employees, or for any property of Lessee, its agents or employees, or of any other person's property damaged, destroyed, lost or stolen in or from the Vehicle.

Section 6.3 - REPRESENTATION BY EDART. EDART HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OF ANY VEHICLE FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY DEFECT IN THE CONDITION, DESIGN, OPERATION OR FITNESS FOR USE OF ANY VEHICLE DOES NOT RELIEVE LESSEE FROM ITS OBLIGATION TO PAY THE CHARGES HEREUNDER. EDART SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR LOSS OF LESSEE'S PROFITS, DRIVER'S TIME, OR ANY OTHER DAMAGES THAT MAY OCCUR.

ARTICLE VII

Renewal, Termination and Default

Section 7.1 - Renewal. At the expiration of its initial term, each Individual Lease shall automatically be renewed upon the same terms and conditions set forth in this Agreement and the respective Schedule A, for a period of one hundred twenty (120) days (renewal term) unless Lessee or Edart has notified the other party of its desire to terminate such individual Lease at least sixty (60) days prior to the expiration of such initial term, and any subsequent renewal term.

Section 7.2 - Termination. Either party shall have the right to terminate any Individual Lease prior to its expiration date effective as of the first, and any succeeding, anniversary date (other than the date on which the lease term expires) of such Individual Lease by giving written notice to the other party at least sixty (60) days prior to such anniversary date. Edart upon receiving notice of such termination or upon giving notice of termination in the event of a default under this Agreement, shall have the option to require Lessee to:

- (a) Purchase on the effective date of termination each Vehicle which Edart, at its sole option, designates in writing to be purchased by Lessee, the purchase price therefor to be the termination value set forth in Article V;
- (b) Return, on the effective date of termination, each Vehicle subject to such Individual Lease not designated by Edart to be purchased by Lessee; and
- (c) Pay in full, no later than the effective date of termination, all amounts due to Edart pursuant to this Agreement.

Upon full compliance with the foregoing by Lessee, neither party shall have any liability to the other party with respect to such Individual Lease except as set forth in Article VI and this Article VII. Lessee will have no obligation or right to purchase any Vehicle as to which the term has expired.

Section 7.3 - Return of Vehicle. At the end of the term of any Individual Lease, or any extension thereof, or upon earlier termination of this Agreement as set forth herein, except as otherwise provided under this Agreement, Lessee shall return the Vehicle to Edart's Base Location of Vehicle in the same condition as when delivered, ordinary wear and tear excepted. Lessee agrees to pay Edart's cost of repairing or replacing any damage to the Vehicle other than as a result of ordinary wear and tear.

Section 7.4 - Events of Default. Lessee shall be deemed to be in default under this Agreement and under each Individual Lease in the event that Lessee fails with respect to any Individual Lease to pay any Rentals in full on the date due or within ten (10) days thereof or defaults in the performance of, or breaches any of the other, terms, conditions, and covenants contained in this Agreement and fails to cure such default or breach within five (5) days of notice of its occurrence, or in the event of Lessee's bankruptcy or insolvency, or if reorganization of the Lessee is sought by or against Lessee under any statute, state or federal, or if a receiver is appointed for the goods and chattels of the Lessee, or if the Lessee makes an assignment for the benefit of creditors, or if any vehicle be levied upon or encumbered in any way, or if at any time, in the exclusive judgment of Edart, Edart's rights in any Vehicle shall in any way be prejudiced or rendered insecure, or if Lessee fails or refuses to comply with its obligations set forth herein upon the expiration or other termination of this Agreement.

Section 7.5 - Remedies of Edart Upon Default by Lessee. Upon the occurrence of an event of default by Lessee, Edart shall have all of the following rights and remedies, which shall be cumulative and not mutually exclusive, all or any of which rights and remedies Edart may exercise in its sole discretion:

- (a) Edart may elect to terminate this Agreement upon seven (7) days' written notice to Lessee; and
- (b) Upon Lessee's failure to make any payment when due hereunder, Edart at its option and upon notice to Lessee, may charge a default rental rate equal to one hundred and twenty percent (120%) of the then current Rentals and all Rentals due under this Master Lease shall increase by twenty percent (20%) upon notification to Lessee. Nothing in the preceding sentence shall affect Edart's right to exercise any of its rights or remedies including those contained in Section VII, if an Event of Default has occurred.
- (c) Edart may retake and retain any or all Vehicles without demand or legal process, free of all rights of the Lessee, and Lessee hereby authorizes Edart or its agents, after default, to enter upon any premises where any Vehicle may be found for the purpose of repossessing the same and the Lessee specifically waives any right of action it might otherwise have arising from such entry and repossession. Upon such retaking, all rights of the Lessee in the Vehicle shall terminate immediately, but the Rentals shall continue to accrue. If Edart retakes possession of the Vehicle and at the time of such retaking there shall be in, upon or attached to the Vehicle any property, goods, or things of value belonging to the Lessee or in the custody or under the control of Lessee, Edart shall not be responsible for any loss or damage to such property, goods, or things of value and is hereby authorized by Lessee to take possession thereof. In connection with any such retaking and repossession, Lessee expressly waives any right which Lessee may have under the Constitution of the United States and/or the State of Connecticut, or under any other applicable state or federal laws, to notice and/or hearing prior to the exercise by Edart of such rights or the posting of bond; and
- (d) In the event Edart elects to so repossess, Edart may collect from Lessee as liquidated damages for breach of the Individual Lease pertaining to such Vehicle, an amount equal to the greater of: (i) fifteen (15) times the then fixed weekly rental charges for such Vehicle (but, in no event, more than the number of weeks remaining in the lease term for such Vehicle after the date of termination multiplied by the then fixed weekly rental charge for such Vehicle) or, (ii) the difference between the termination value of such Vehicle as set forth in Article V and the fair market value of such Vehicle plus an amount equal to the aggregate then fixed weekly rental charge for such Vehicle for the remainder of the lease term after the date of termination if the date of termination occurs within the last fifteen (15) weeks of the lease term. The fair market value of a Vehicle shall be defined as the highest appraisal of retail market value received by Edart from two (2) or more independent Vehicle dealers, less all costs and expenses incurred by Edart in connection with such appraisals; and
- (e) In the event that Edart does not exercise its right of retaking and repossession, Edart may require that Lessee purchase any or all Vehicles at a price equal to the termination value of each such Vehicle as determined pursuant to Article V and, in addition thereto, Edart may collect from Lessee as liquidated damages an amount equal to fifteen (15) times the then fixed weekly rental charge for each Vehicle (but no more than the number of weeks remaining in the Lease term for such Vehicle after the date of termination multiplied by the then fixed weekly rental charge for such Vehicle). Additionally, Lessee agrees to pay Edart for the amount of any unexpired licenses, applicable taxes, including personal property taxes and Federal Heavy Vehicle Use Taxes, and other prepaid expenses previously paid by Edart for the Vehicles prorated to the date of sale and will be responsible for any sales or use arising from the purchase. Lessee will have no right to purchase any Vehicle to which the term on Schedule A has expired; and
- (f) Edart may terminate further performance of its obligations to Lessee under this Agreement, including without limitation Edart's maintenance obligations under Article II hereof, in which event Lessee shall be responsible for proper maintenance of each Vehicle; and
- (g) Edart may, in addition to and not in lieu of the foregoing, exercise any and all other rights and remedies available to it at law or in equity;
- (h) Upon default, Lessee shall be responsible at once for the payment of all amounts due under this Agreement through the scheduled date of expiration of the term of the Lease under each Schedule A to the Lease. Lessee shall also pay all costs and expenses incurred by Edart as a result of Lessee's default and/or the exercise by Edart of its rights and remedies set forth herein including, but not limited to, out-of-pocket costs of repossession and reasonable attorneys' fees and disbursements incurred by Edart in connection with the exercise of its rights and remedies hereunder and in any action to prosecute, protect or sustain the rights and remedies of Edart hereunder. Lessee shall also be responsible for all costs and expenses of Edart in repairing or replacing damage to any Vehicle other than ordinary wear and tear. To secure payment by Lessee to Edart of Lessee's obligations under this Agreement upon and after the occurrence of an event of default, Lessee hereby grants to Edart a continuing security interest in Lessee's interest in all goods, including without limitation all inventory and equipment (as defined in the Uniform Commercial Code as in effect in the State of Connecticut), which may be located in any Vehicle repossessed by Edart at the time of such repossession. Lessee hereby authorizes Edart to dispose of any or all such goods in accordance with Article IX of the Connecticut Uniform Commercial Code at any time after repossession of such Vehicle.

Each Vehicle purchased by Lessee pursuant to the foregoing provisions of this Article VII shall be purchased **AS IS, WHERE IS**, and without any warranties or representations on the part of Edart, express or implied.

Section 7.6 - Force Majeure. Edart shall incur no liability to Lessee for failure to supply any Vehicle, provide a substitute vehicle, repair any disabled Vehicle, or provide fuel for Vehicles, if prevented by a national emergency, wars, riots, fires, labor disputes, Federal, state, or local laws, rules, regulations, shortages (local or national), or fuel allocation programs, or any other cause beyond Edart's control whether existing now or hereafter. Notwithstanding Edart's inability to perform under such conditions, Lessee's obligations hereunder shall continue.

ARTICLE VIII

Concluding Provisions

Section 8.1 - Notice. Any notice required by this Agreement shall be in writing and shall be sent by certified or registered United States mail, postage prepaid, return receipt requested, or facsimile, to each party at its address as set forth in this Agreement (or such other address as the party shall have last furnished in writing).

Section 8.2 - Entire Agreement. All understandings and agreements heretofore had between the parties are merged in this Agreement which alone fully and completely expresses their understanding.

Section 8.3 - Amendments. This Agreement may not be amended, modified or altered or changed in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties hereto.

Section 8.4 - Successors. Subject to the provisions of Sections 8.11 and 8.16, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

Section 8.5 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision thereof.

Section 8.6 - Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions of this Agreement.

Section 8.7 - Connecticut Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

Section 8.8 - Waiver of Breach. The waiver by Edart of a breach of any provision of this Agreement by the Lessee shall not operate or be construed as a waiver of any subsequent breach by the Lessee or of a waiver of punctual performance.

Section 8.9 - Waiver of Jury Trial. ALL PARTIES TO THIS AGREEMENT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANOTHER PARTY.

Section 8.10 - Prejudgment Remedy Waiver. LESSEE ACKNOWLEDGES THAT THIS AGREEMENT REPRESENTS A COMMERCIAL TRANSACTION AND UNDERSTANDS AND AGREES THAT IN THE EVENT EDART DEEMS IT NECESSARY, AT ANY TIME TO OBTAIN A PREJUDGMENT REMEDY AGAINST THE LESSEE, AND IN THE EVENT THE LESSEE WOULD BE ENTITLED TO NOTICE AND/OR HEARING UNDER CONNECTICUT GENERAL STATUTES TITLE 52 SECTIONS 278a THROUGH 278n AS MAY BE AMENDED FROM TIME TO TIME, OR ANY OTHER SIMILAR LAW, PRIOR TO THE EXERCISE OF ANY SUCH PREJUDGMENT REMEDY RIGHTS, LESSEE HEREBY EXPRESSLY WAIVES ANY SUCH RIGHT TO NOTICE AND JUDICIAL HEARING, PRIOR COURT ORDER OR ANY AND ALL DUE PROCESS RIGHTS, TO THE BROADEST EXTENT RECOGNIZABLE UNDER THE CONSTITUTIONS OF THE UNITED STATES AND THE STATE OF CONNECTICUT IN CONNECTION WITH OBTAINING A PREJUDGMENT REMEDY BY EDART IN CONNECTION WITH ANY SUIT ON THIS AGREEMENT OR ANY EXTENSIONS OR RENEWALS OF THE SAME OR ANY DEFICIENCY THEREON. THE LESSEE HEREBY EXPRESSLY WAIVES ANY SUCH RIGHT TO NOTICE, HEARING, THE FURNISHING OF A BOND, OR ANY OTHER DUE PROCESS RIGHT GRANTED BY SUCH STATUTES OR CONSTITUTIONS.

Section 8.11 - Assignment by Edart. This Agreement or any Rentals or any other sums due hereunder or the rights to any Vehicle may be assigned by Edart, without notice to Lessee. Lessee agrees to not assert any defense, counterclaim or set off which the Lessee may have against Edart, against any assignee of Edart. Lessee further acknowledges that the rights of Lessee under this Agreement with Edart are subject and subordinate to the rights of any assignment between Edart and its assignee.

Section 8.12 - Incorporation by Reference. All Schedule A's referred to in this Agreement which are executed by Edart and Lessee are hereby incorporated into this Agreement and expressly constitute a part of this Agreement.

Section 8.13 - Modifications to Schedule A. Edart is hereby authorized to insert the commencement date of this Agreement and Vehicle identification number on Schedule A in the event that either or both is unknown on the date that Schedule A is signed.

Section 8.14 - Ownership Change. Lessee shall notify Edart prior to all substantial changes in ownership, form of entity, or any material disposition of the assets of Lessee's business.

Section 8.15 - Assignment by Lessee. Lessee shall not have the right to assign, convey or otherwise transfer this Agreement, the use of the Vehicle or any part hereof or sublet any Vehicle without the prior written consent of Edart.

Section 8.16 - Lessee's Financial Statements. Upon Edart's request, Lessee will, during the term of this Agreement, furnish Edart within forty-five (45) days after the end of each fiscal quarter, an income statement and balance sheet as of the end of such quarter and for the period then ended and, within ninety (90) days after the end of Lessee's fiscal year, an income statement and balance sheet certified by a certified public accountant reasonably acceptable to Edart, and if Lessee shall be subject to the reporting requirements under the Securities Exchange Act of 1934, Lessee shall furnish Edart with copies of all financial statements distributed to its stockholders. Lessee also agrees that if it shall be in default in any rental payments hereunder, it shall provide Edart with such additional statements of its financial position as Edart may request.

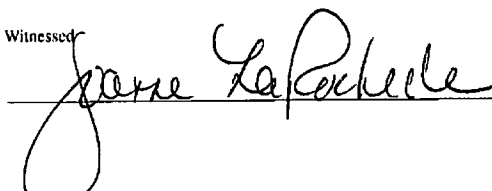
Section 8.17 - Interim Vehicles. Upon Lessee's request, Edart will furnish during the period prior to the time the Vehicle is placed into Lessee's service an interim Vehicle if available, as nearly as practical the same size and type as the leased Vehicle, except that no painting, lettering or alterations need be made by Edart to such interim Vehicle. Except as otherwise provided in Schedule A, the interim Vehicle shall be subject to all of the terms of this Agreement, including, but not limited to, the payment of all charges therefor and all provisions relating to insurance coverages and physical damage responsibility. Upon Edart's advising Lessee of the readiness of the leased Vehicle, Lessee shall immediately return the interim Vehicle to Edart and accept delivery of the leased Vehicle.

Section 8.18 - Inconsistency. In the event there are inconsistent or conflicting terms and conditions between this Agreement and those set forth in a "Vehicle Rental Agreement" between Edart and Lessee with respect to a substitute or interim Vehicle or any other Vehicle that may be leased or rented to the Lessee under such "Vehicle Rental Agreement," the provisions set forth in this Agreement shall control and apply to such substitute or interim or other Vehicle.

Section 8.19 - Consent to Jurisdiction. LESSEE HEREBY CONSENTS TO THE JURISDICTION OF THE SUPERIOR COURT, JUDICIAL DISTRICT OF HARTFORD/NEW BRITAIN, STATE OF CONNECTICUT IN THE EVENT OF LITIGATION BETWEEN THE PARTIES, AND LESSEE HEREBY WAIVES THE RIGHT TO BRING AN ACTION OR SUIT IN ANY OTHER PLACE. LESSEE HEREBY APPOINTS THE SECRETARY OF STATE OF CONNECTICUT AS ITS AGENT FOR SERVICE OF PROCESS IN ANY LITIGATION BETWEEN THE PARTIES.

Section 8.20 - Acceptance by Two Officers. This Master Lease Agreement is to be consummated only by written approval of two duly authorized officers of Edart. No other contract and no agreement modifying or changing the tenor of this Master Lease Agreement (including any "Schedule A of Truck Lease and Service Agreement" or similar attachment), shall be recognized or binding, unless also so approved.

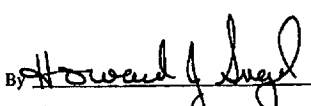
IN WITNESS WHEREOF, Edart has caused this Agreement to be executed by its duly authorized representative on the _____ day of _____, 20__.

Witnessed


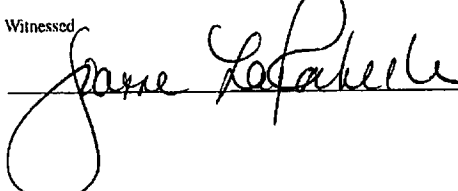
EDART LEASING COMPANY, LLC

By

Print Name and Title


Howard J. SIEGAL V.P.

Print Name and Title

Witnessed


IN WITNESS WHEREOF, The Lessee has caused this Agreement to be executed by its duly authorized representative on the 7th day of March 2006

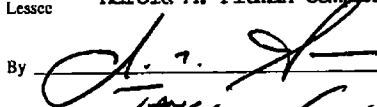
Witnessed

Lessee

By

Print Name and Title

Harold M. Pitman Company


James G. Smith

V.P. Operations

Schedule "A" of Truck Lease and Service Agreement

Page 1 of 2
Harold M. Pitman Company 2007 Hino 268 Automatic 8-6-08

Date In Service	Truck Number	Make Model	Serial Number	Registered Weight	Vehicle Cost	Fixed Rental Charge Per Month	Deprec. Monthly Credit	Mileage Charge Per Mile	Charge for Reefer Hour	Consumer Price Index	Term	Estimated Annual Mileage	Edart's Base Location Of Vehicle
8/7/08	7145 69975	2007 Hino 268 26' Van Body with Liftgate	SPVNE8JT872 S50793	25,950	\$ 68,880.00	\$ 1,333.41	\$ 658.90	\$.065	N/A	D.I.S.	4 Years	25,000	Wilmington, MA

This Schedule "A" Supersedes the Schedule "A" for unit 9897 dated March 7, 2008

- EDART will bill customer the above monthly charges on or about the 10th of the current month. The payment for the charges will be due on or before the last working day of the same month.
- EDART agrees to provide extra similar vehicles to Lessee, as available, at the current rate card less 15% for the base rate. The mileage rate will be your current lease mileage rate plus \$0.05 per mile. Dissimilar vehicles will be at rate card less 15%.
- With respects to Section 3.6, "Consumer Price Index", it is mutually agreed by the parties hereto, that any increases calculated in accordance with the formula in this Section 3.6 shall be limited to a maximum rate increase of three (3%) percent, per year, from the Date In Service, of the original Fixed Rental Charges & Mileage Charge.
- The first adjustment to the listed rates on this Schedule shall not be effected until two (2) years from the Date-In-Service.
- Registration and Personal Property Tax are not included in the above rate. These items will be billed to Lessee as "Additional Rentals".
- The term of the lease and rental charges shall commence seven (7) days after Edart notifies Lessee that the vehicle is available for delivery or when the lettering is completed, whichever occurs first.

This Schedule "A" is hereby made a part of this certain Truck Lease and Service Agreement between the parties hereto dated the 7th day of Mar 2008. This Schedule A is dated the 7th day of Mar 2008.

EDART LEASING COMPANY, LLC (Lessor)

HAROLD M. PITMAN COMPANY (Lessee)

By [Signature]
By Harold M. Pitman
Witness [Signature]

By [Signature]
Print Name & Title James G. Sauer V.P. Operations
Witness [Signature]

"Quality Full Service Leasing Since 1934"

Harold M. Pitman Company 2007 Hino 268 Automatic 8-6-08

Notwithstanding anything to the contrary in the Truck Lease Service Agreement, the following services are to be provided by either the Lessee (at no cost to EDART) or by EDART.

1. Substitute Vehicles to be provided for repairs by.....Edart
2. Refrigeration Maintenance to be provided by:.....N/A
3. Body and Accessory Maintenance/Repair.....Edart
4. Fuel Tax Permits/Bonds.....Edart
- States of: _____
5. Fuel Tax Reporting.....Edart

Responsibility: Vehicle(s) will only be operated in those states listed in (4) above.

When any Road Use Taxes are paid by the Lessee, Lessee agrees that EDART shall be deemed to be the motor carrier with respect to such vehicles and the fuel consumed by them, and that EDART shall be entitled to receive any credits or refunds on fuel purchased by Lessee.

6. State of Domicile of Lease Vehicles..... Massachusetts
7. Maximum traveling radius from Point of Origin N/A miles.

FOR PURPOSES OF SECTION 3.5 THE FOLLOWING IS THE CURRENT EXPENSE PER VEHICLE PER YEAR FOR THE FOLLOWING

Registration \$ <u>0.00</u>	Lettering Allowance \$ <u>0.00</u>	Property/Excise Taxes: Town MASS	Mill Rate 25.00
		Yr.1 \$ <u>0.00</u>	Yr.2 \$ <u>0.00</u>
		Yr.3 \$ <u>0.00</u>	Yr.4 \$ <u>0.00</u>
			Average
F.H.V.U.T. \$ <u>0.00</u>	Permits \$ <u>12.50</u>	Yr.5 \$ <u>0.00</u>	Yr.6 \$ <u>0.00</u>
		Yr.7 \$ <u>0.00</u>	Yearly \$ <u>0.00</u>
			Cost

Liability insurance on all vehicles on this Schedule "A" to be provided by: <u>Lessee</u> .			
(In accordance with the terms of the Master Lease Agreement)			
Physical damage insurance for all vehicles on this Schedule "A" to be provided by <u>Lessee</u> .			
(In accordance with the terms of the Master Lease Agreement)			
Insurance Charges (if EDART is designated on this Schedule "A" for providing either coverage)			
Vehicle Number(s)	Liability Charge per week	Physical Damage Charge Per Week	Deductible Amount \$

Estimated Annual Mileage: Edart will assess a surcharge of \$0.10 per mile for all miles operated by a Vehicle and any vehicle substituted therefor under the provisions of Sections 2.6 (a) and (b) of Master Lease in excess of the Estimated Annual Mileage listed on this Schedule "A" during any year of the Vehicle's lease term (beginning on the Date of Delivery of the Vehicle on this Schedule "A" and ending on each annual anniversary date thereafter.) You agree to pay this surcharge in addition to all other amounts due Edart within the time provided in the Vehicle Lease. You will not be entitled to a credit or carry forward if the actual annual mileage for a Vehicle during any year of the lease term is less than its Estimated Annual Mileage.

Initial JBDate 9-15-08

Refrigeration Units: Customer agrees that each refrigeration unit described on this Schedule A will operate a maximum of 2000 hours per year. If the hours actually operated during the twelve-month period is greater than the annual maximum hours, a surcharge of \$.50 per hour will be multiplied by the number of over hours and invoiced to the customer annually.

Initial JBDate 9-15-08

Accepted By:

EDART LEASING COMPANY, LLC (Lessor)
(Lessee)

HAROLD M. PITMAN COMPANY

(Second Signature)

Print Name and Title

Witness

Witness

Ryder Commercial Leasing & Services, Inc.

Ryder System, Inc.
6000 Windward Parkway
Alpharetta, GA 30005

RYDER

February 25, 2011

Clerk of the Bankruptcy Court
U.S. Bankruptcy Court District of Delaware
Marine Midland Plaza, 5th floor
824 Market Street
Wilmington, DE 19801

Re: CUSTOMER: HMP SERVICES HOLDING INC DBA HAROLD M PITMAN CO
CASE #: 10-13619-BLS

Dear Sir:

We enclose herewith-executed proof of claim on subject.

Please return one copy of the proof of claim marked "filed" for our records in the self-addressed stamped envelope provided.

It is requested that all notices pertaining to the subject cause be forwarded to this office.

Respectfully,

RYDER TRUCK RENTAL, INC.

Jennifer Morris

Credit & Collections
Enclosure

