

Manufacturer Services Group
Wells Fargo Financial Leasing
300 Tri-State International, Suite 400
Lincolnshire, IL 60069
Phone 800-570-3607 Fax: 888-376-3288

Single Sided Lease Agreement

for Transactions under \$75,000



Lessee	LEGAL NAME Oreck Manufacturing Company	DBA NAME	PHONE (931) 646-7800
	ADDRESS 1400 Salem Road	CITY Cookeville	COUNTY TN
Equipment	Quantity 2	Manufacturer/Model/Description 2009 Yale Forklifts ERP030TH	Serial Number F807N07366G F807N07368G
	Term in Months 60	Monthly Lease Payment* \$1,007.77 (plus applicable taxes)	Advance Payment** \$0.00 (plus applicable taxes)
		**Applied to: first 0 month(s) and last 0 month(s)	Remittance Period: Monthly

THIS AGREEMENT (the "Lease") IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS LEASE IS NON-CANCELLABLE BY LESSEE. THE SIGNATORIES FOR THE LESSEE BELOW WARRANT AND REPRESENT THAT THEY ARE AUTHORIZED TO EXECUTE THIS LEASE ON BEHALF OF THE LESSEE.

1. **Lease:** Lessee agrees to lease from Wells Fargo Financial Leasing (the "Lessor") the equipment listed above and on any attached schedule (the "Equipment"). Lessee authorizes Lessor to adjust the Lease payments by up to 10% if the cost of the Equipment or taxes differs from the supplier's estimate. Payments will commence upon delivery of the Equipment and are due on the first day of each and every consecutive remittance period thereafter at Lessor's office. Lessee's Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. Lessee agrees to pay a documentation fee of \$100.00. When a payment is not made within five days when due, Lessee agrees to pay Lessor a late charge of 10% for each delinquent payment. LESSEE ACKNOWLEDGES THAT NO EQUIPMENT SUPPLIER IS AUTHORIZED TO CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. **Equipment Use, Maintenance and Warranties:** Lessor is leasing the Equipment to Lessee "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Lessor transfers to Lessee any manufacturer warranties. Lessee is required at its own cost to keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract, and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, Lessee agrees that Lessor is not responsible for performance under any agreement for the same. Lessee will make all claims about maintenance and service to the third party. Lessee agrees that any claims about maintenance or service will not impact its obligation to pay all Lease payments when due. Lessee acknowledges that Lessor is not the manufacturer's or supplier's agent, nor is the manufacturer or supplier an agent of Lessor.

3. **Assignment:** Lessee agrees not to transfer, sell, sublease, assign, pledge, relocate, move or encumber either the Equipment or any rights under the Lease without Lessor's prior written consent. Lessor may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits of Lessor and will not have to perform any of Lessor's obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that Lessee may have against Lessor or any supplier.

4. **Risk of Loss and Insurance:** Lessor is not responsible for any losses or injuries caused by the Equipment and Lessee will reimburse Lessor and defend Lessor against any such claims. This indemnity will continue after the termination of this Lease. Lessee will obtain and maintain comprehensive public liability insurance naming Lessor as an additional insured with coverages and amounts acceptable to Lessor. Lessee is responsible for all risks of loss or damage to the Equipment and if any loss occurs Lessee is required to satisfy all Lease obligations. Lessee will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. Lessee will list Lessor as the loss payee for the insurance and provide written proof of the insurance. If Lessee fails to provide proof of

Insurance, Lessor may elect to obtain such insurance on the Equipment at Lessee's expense. Lessee agrees to reimburse Lessor for any insurance premiums and related costs, including a reasonable fee to the Lessor for placing and maintaining such coverage.

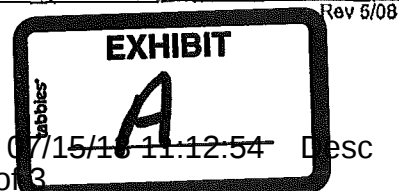
5. **Taxes:** Lessee agrees to pay when due, either directly or as reimbursement to Lessor, all taxes (i.e. sales, use and personal property) and charges in connection with ownership and use of the Equipment. Lessor may charge Lessee a processing fee for administering property tax filings.

6. **Renewal; Return of Equipment:** THIS LEASE IS AUTOMATICALLY RENEWED FOR A ONE MONTH PERIOD UNLESS CANCELLED IN WRITING BY EITHER PARTY NOT LESS THAN ONE HUNDRED-TWENTY (120) DAYS PRIOR TO THE SCHEDULED EXPIRATION DATE. AFTER THIS PERIOD, THE TERM OF THE LEASE WILL BE EXTENDED FOR SUBSEQUENT FULL MONTH PERIODS AT THE REGULAR LEASE PAYMENT UNTIL LESSEE HAS GIVEN AT LEAST 120 DAYS WRITTEN NOTICE TERMINATING THE LEASE. SUCH TERMINATION WILL TAKE EFFECT ONLY UPON COMPLETION OF ALL OF LESSEE'S OBLIGATIONS UNDER THE LEASE. Upon expiration of the initial lease term, or any subsequent renewal term(s), the Lessee shall return all the Equipment in good working condition at Lessee's cost in a time, manner, and to a location designated by Lessor.

7. **Default:** If Lessee fails to pay Lessor as agreed or breaches any other obligation under this Lease, Lessor will have the right to (i) sue Lessee for all past due payments and all payments to become due in the future for the unexpired term, plus the residual value Lessor has placed on the Equipment and other charges Lessee owes Lessor, and (ii) repossess the Equipment. Lessee will also pay for all reasonable attorney's fees and costs incurred by Lessor in connection with the collection or enforcement of the Lease.

8. **Miscellaneous:** THIS LEASE SHALL BE GOVERNED BY THE LAWS OF ILLINOIS. ANY LEGAL ACTION CONCERNING THIS LEASE SHALL BE BROUGHT IN A COURT LOCATED IN LAKE COUNTY, ILLINOIS. LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. Lessee authorizes Lessor to sign financing statements and file financing statements on Lessee's behalf. Lessee agrees the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"), that Lessee has selected both the Equipment and the vendor, and that Lessor is entitled to all benefits, privileges and protections of a lessor under a finance lease. To the extent permitted by law, Lessee agrees to waive any and all rights and remedies granted to Lessee under Article 2A of the UCC. If this Lease is deemed to be a secured transaction, Lessee grants Lessor a security interest in the Equipment to secure all of Lessee's obligations under this Lease. Lessee agrees that the Equipment will only be used for business purposes and not for personal, family or household use. Lessee and Guarantor (if any) agree that a facsimile copy of the Lease and Guaranty with facsimile signatures may be deemed as an original and will be admissible as evidence of the Lease and Guaranty.

LESSEE SIGNATURE	THIS LEASE IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS LEASE IS NON-CANCELLABLE BY LESSEE. LESSEE REPRESENTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS LEASE ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORY HAS BEEN TAKEN.		INDIVIDUAL GUARANTY	The undersigned absolutely, irrevocably and unconditionally guarantees to Lessor all payments and other obligations under this Lease or future leases to which Lessor and Lessee are parties. This is an absolute and continuing guaranty. THIS INDIVIDUAL GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND SUBJECT TO ALL TERMS OF PARAGRAPH 8 OF THE LEASE. The undersigned consents to any modification of the Lease and waives any right to require suit against Lessee before enforcing this Guaranty.	
	Lessee (Full Legal Name) Oreck Manufacturing Company			Signature Date	
	Signature <i>[Signature]</i> Date 1-13-10			Print Name Phone	
	Print Name Condi Maufrey Title Director			Address	
LESSOR	Lessor: Wells Fargo Financial Leasing, a division of Wells Fargo Bank, N.A.		ACCEPTANCE	The Equipment has been received and is in good working order. Accordingly, Lessee hereby authorizes Lessor to pay the supplier for the Equipment.	
	Lease Number 200984855			Signature Date	
	Acceptance Date 01-21-10			Print Name WALTER MARCUM	
	Accepted By: <i>[Signature]</i>			Title 1-14-10	



Lease Agreement - Fair Market Value

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer Services Group

300 Tri-State International, Suite 400 | Lincolnshire, IL 60069

Lessee: Oreck Manufacturing Company
1400 Salem Rd
Cookeville, TN 38506

Agreement Number 301-6043346-001

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following equipment including all attachments, replacement and substitutions or accessories thereto (the "Equipment") upon the terms and conditions of this Lease:

Equipment Description: 9 - New TCM FTB16-7 Forklifts

Terms of Agreement

Term In Months: 60 Lease Payment: \$3,777.30 (plus applicable taxes) Advance Payment: N/A

Remittance Period: Monthly

1. This Lease shall commence on the date that it is accepted by Lessor ("Commencement Date"). Lessee shall pay Lessor at the office of Lessor, or at such other place as Lessor may hereafter designate, the Lease Payment (plus tax) shown above, starting on the Commencement Date or any later date designated by Lessor and on the first day of each consecutive month thereafter for the lease term hereunder. The Advance Payment(s) shown above is payable at the time of signing this Lease.

2. Lessee acknowledges that Lessor is not the manufacturer of the equipment, nor the manufacturer's or vendor's agent, nor is the manufacturer or vendor an agent of the Lessor. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH EQUIPMENT AND HEREBY DISCLAIMS THE SAME. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS." In no event shall Lessor have any liability for nor shall Lessee have any remedy against Lessor for consequential, special, incidental, or punitive damages, or any loss of profits or savings, loss of use, or any other commercial loss. Lessee's obligation to pay the Monthly Payments is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. Lessor is not responsible for any repairs to or the performance of the Equipment or for any independent maintenance/service agreement which may cover the Equipment.

3. Lessee shall inspect the Equipment within five business days after delivery thereof to Lessee. Unless within said period Lessee gives written notice to Lessor specifying any defects in or any other proper objections to the Equipment, it shall be conclusively presumed that Lessee has fully accepted the Equipment, that it is in full compliance with the terms of this Lease and is in good condition and repair. If Lessee fails to accept the Equipment, Lessee agrees to assume all of Lessor's obligations under any purchase agreement for the Equipment, and Lessee agrees to indemnify and defend Lessor from any claims including any demand for payments by the manufacturer or vendor of the Equipment. In addition, Lessee's Advance Payment(s) are forfeited to Lessor as liquidated damages. Lessee agrees to pay a documentation fee of \$0.00 (included on first invoice).

4. The parties hereto agree that there is no sale of the Equipment to Lessee. No right, title or interest in the Equipment shall pass to Lessee other than, conditioned upon Lessee's compliance with and fulfillment of the terms and conditions of this Lease, the right to maintain possession and use the Equipment for the full lease term. Said property shall always remain and be deemed personal property, even though said property may hereafter become attached or affixed to realty. Lessor agrees, to the extent they are assignable, to assign to Lessee, without recourse to Lessor, any warranties received by Lessor with respect to the Equipment leased herein.

5. Lessee, shall, at Lessee's expense, comply with all laws and regulations relating to the Equipment or to this Lease, and shall be responsible to pay all license fees and assessments and sales, use, property, excise and other taxes, penalties and interest now and hereafter imposed by any governmental body or agency upon property leased herein, or for the use thereof. In the event that any such fees, assessments, taxes, penalties and other interest attributable to the Equipment or to this Lease are paid by Lessor on behalf of Lessee or are found due after the expiration hereof, then upon demand, Lessee shall immediately remit same to Lessor. Lessor may charge Lessee an administrative fee for paying property tax on Lessee's behalf. The provisions of this paragraph shall survive the expiration of this Lease.

6. Lessee agrees not to sell, assign, sublet, pledge or otherwise encumber or suffer a lien upon or against any interest in this Lease or the property leased herein, or to remove said property from the place of installation set forth herein without Lessor's prior written consent. Lessee hereby agrees that Lessor may assign or sell this Lease, in whole or in part, without notice to Lessee, and such assignee shall assume and be entitled to all benefits herein granted to Lessor. Lessee hereby agrees not to assert any defense, counterclaim or set off which it may have against Lessor against said assignee. This Lease correctly sets forth the entire agreement between Lessor and Lessee. No agreements or understandings shall be binding on either of the

parties hereto unless specifically set forth in this Lease. In the event of price changes, change orders, invoicing errors or similar matters, Lessee authorizes Lessor to adjust the Monthly Payment accordingly by not more than ten (10%) percent. The term "Lessee" as used herein shall mean and include any and all Lessees who sign hereunder, each of whom shall be jointly and severally bound thereby. Lessee agrees that the Lessor's depositing or endorsing of any check shall not be deemed an acceptance of the Lease by Lessor until Lessor signs below.

7. Time is of the essence for this Lease. No waiver by Lessor of any breach or default shall constitute a waiver of any other breach or default by Lessee or waiver of any of Lessor's rights. The following are Events of Default under this Lease: (1) Lessee fails to pay any Monthly Payment or other charges herein provided ("Lease Charges") within five (5) days after the same is due and payable; (2) Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee; (3) Lessee ceases doing business as a going concern; (4) Lessee or any guarantor become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors; (5) a petition is filed by or against Lessee or any guarantor under the Bankruptcy Code; (6) Lessee, without Lessor's prior written consent, attempts to remove, sell, transfer, encumber, sublet or part with the possession of said Equipment; (7) Lessee breaches any other agreement between Lessee and Lessor or any of Lessor's affiliates; (8) Lessee suffers an adverse material change in its financial condition and Lessor deems itself insecure. Upon the occurrence of an Event of Default, Lessor or its agent shall have the right to exercise any one or more of the following remedies: (a) declare the balance of all unpaid Monthly Payments and Lease Charges to be due and payable immediately, without notice or demand to Lessee; (b) to sue for and recover from Lessee an amount equal to (i) the unpaid balance of the Monthly Payments and Lease Charges due and to become due during the term of the Lease, and (ii) the Equipment's stipulated casualty value as hereinafter set forth; (c) require Lessee to assemble the Equipment and deliver it to Lessor; and, (d) to enter upon Lessee's premises to take possession of the Equipment without demand or notice wherever same may be located. Upon retaking possession of the Equipment, Lessor, at its option, may: (i) rent the repossessed Equipment, or any part thereof, to any third party on such terms and conditions as Lessor may determine, or (ii) sell the Equipment to the highest bidder at a public auction or at private sale, and credit the amount realized, less expenses incurred in connection with such disposition, to the unpaid balance of the Monthly Payments and Lease Charges due and to become due. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease, and shall not relieve Lessee of its original obligation herein unless Lessor expressly so notifies Lessee in writing. If an Event of Default occurs, the stipulated casualty value of the Equipment shall be either: (1) twenty-five (25%) percent of the amount funded by Lessor under this Lease or, (2) the Equipment's fair market value, whichever is greater. Lessor, at its sole discretion, shall have the right of set off with regard to any agreement between the parties.

Lessee shall be liable for and pay for all reasonable attorney's fees and costs incurred by Lessor in connection with the collection or enforcement of this Lease or in protecting Lessor's rights therein, including, but not limited to, allocated costs for in-house counsel.

THIS LEASE IS AUTOMATICALLY RENEWED FOR A ONE MONTH PERIOD UNLESS CANCELLED IN WRITING BY CERTIFIED MAIL BY EITHER PARTY NOT LESS THAN ONE HUNDRED TWENTY (120) DAYS NOR MORE THAN ONE HUNDRED EIGHTY (180) DAYS PRIOR TO SCHEDULED EXPIRATION DATE. AFTER THIS PERIOD, THE TERM OF THE LEASE WILL BE EXTENDED FOR SUBSEQUENT FULL MONTH PERIODS AT THE REGULAR LEASE PAYMENT UNTIL LESSEE HAS GIVEN AT LEAST 120 DAYS WRITTEN NOTICE TERMINATING THE LEASE. SUCH TERMINATION WILL TAKE EFFECT ONLY UPON COMPLETION OF ALL OF LESSEE'S OBLIGATIONS UNDER THE LEASE.

Lessee shall pay to Lessor a service charge of ten (10%) percent of the amount of payment which is delinquent, or the maximum rate allowed by law, whichever is

The undersigned hereby certifies that (s)he has read this Lease, and warrants (s)he is duly authorized to execute this Lease on behalf of Lessee, THIS LEASE CANNOT BE CANCELLED AND IS FOR BUSINESS PURPOSES ONLY. THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessee: Oreck Manufacturing Company

Lessor: Wells Fargo Bank, N.A.

By: [Signature]
Title: Plant Mgr.

By: [Signature]
Title: RVP Date: 5-8-13

Wells Fargo Equipment Finance is the trade name for certain equipment leasing and finance businesses of Wells Fargo Bank, N.A. and its subsidiaries, including the Wells Fargo Equipment Finance division of Wells Fargo Bank, N.A., located in Lincolnshire, Illinois.
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less. The minimum delinquent payment shall be \$10.00. Failure of Lessor to collect these charges during the Lease term shall not be construed as a waiver of the right to recover these charges.

This right to recover shall survive the expiration or termination of this Lease.

8. For the purpose of this Lease, any notices and demands required to be given shall be given to the parties in writing and by certified mail at the address herein set forth, or to such other address as the parties may hereinafter substitute by written notice.

9. Lessee, at its own cost and expense, agrees to (a) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (b) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; (c) furnish all parts, mechanisms, devices and servicing required thereof and (d) give Lessor or its agents reasonable access to inspect the Equipment and its maintenance and other records. In the event the property is destroyed or substantially damaged so as to render said Equipment unusable, Lessor may, at its option, require Lessee to replace the property or pay Lessor the stipulated casualty value.

10. Upon expiration of the initial lease term, or any subsequent renewal terms, Lessee will immediately return the Equipment in as good condition as received, less normal wear, tear and depreciation, to such place as is then specified by Lessor, carefully crated, shipped freight prepaid and properly insured. Lessee acknowledges that the payments established herein are based upon Lessee returning the Equipment in a condition to enable Lessor to sell or re-lease the Equipment without incurring any additional costs to repair or recondition same. Accordingly, if Lessee is required to return the Equipment to Lessor during the term of the Lease or at the expiration thereof (including any extensions of the Lease term), Lessee agrees within seven days after receipt of written notice from Lessor, to pay Lessor all costs incurred by Lessor to either repair or recondition the Equipment. Lessor shall, at its sole discretion, determine the cost to repair or recondition the Equipment. In the event Lessee does not return the Equipment within twenty (20) days after the expiration of the initial term, or any subsequent renewal terms of this Lease, and without written notice, Lessee shall continue to pay to Lessor Monthly Payments and Lease Charges as designated in this Lease. The payment and acceptance of said payments shall not be deemed a waiver of any right herein.

11. Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities and liens, (including any of the foregoing arising or imposed without Lessor's fault or negligence, or under the Doctrine of Strict Liability), arising out of the manufacture, purchase, rent, possession, operation, condition, return or use of Equipment, or by operation of law. Lessee agrees that upon written notice by Lessor of the assertion of such a claim, damage, action, obligation, liability or lien, Lessee shall assume full responsibility for the defense thereof. The provisions of this section shall survive the termination of the Lease.

Lessee shall bear all risk of loss to the property and Lessee shall: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming Lessor as loss payee; and (b) maintain public liability insurance, covering personal injury and equipment damage, naming Lessor as additional insured with coverages and amounts acceptable to Lessor. Said policy must provide Lessor with not less than 30 days' prior written notice of cancellation, non-renewal or amendment and must provide deductible amounts acceptable to Lessor. If Lessee fails to provide proof of property insurance, or if such insurance terminates for any reason, then Lessor may elect to obtain such insurance on the equipment at Lessee's expense. Lessee agrees that Lessor may charge Lessee a periodic charge for such insurance. This periodic charge will include reimbursement

for premiums advanced by Lessor to purchase insurance, billing and tracking fees, charges for processing and related fees associated with other insurance, and a finance charge on any advances Lessor makes for premiums, (collectively, the "Insurance Charge"). Lessor and/or one or more of its affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. Lessor is not obligated to obtain, and may cancel, the other insurance at any time without notice to Lessee. Any other insurance need not name Lessee as an insured or protect Lessee's interests. The Insurance Charge may be higher than if Lessee obtained insurance on its own.

12. Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the financial condition and operations of Lessee and guarantor(s). Lessee warrants that all credit and financial information submitted to Lessor herewith, or at any other time during the term of this Lease, is true and correct.

13. In the event Lessee has possession of the property, by prior lease or otherwise, prior to the commencement date of this Lease, Lessee hereby waives any claim which may arise out of any alleged defect in the property.

14. Lessee acknowledges and agrees that this Lease is a "finance lease" under Article 2A of the UCC and that Lessee has selected both the Equipment and the vendor and Lessor has not selected, manufactured or supplied the Equipment. Lessee acknowledges that it has been advised that it may have rights under the contract for Lessor's purchase of the Equipment, and that Lessee should contact the vendor for a description of those rights. TO THE EXTENT PERMITTED BY LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A. If this Lease is deemed to be a secured transaction, Lessee grants Lessor a security interest in the Equipment to secure all of Lessee's obligations under this Lease. Lessee authorizes Lessor to file financing statements on Lessee's behalf.

15. This Lease shall be deemed to have been made in Lake County, Illinois, regardless of the order in which the signatures of the parties shall be affixed hereto. In the event that any litigation or other legal proceedings shall arise under and/or in connection with this Lease and/or the Equipment, such litigation or other legal proceeding shall be conducted in any federal or state court located within or for Lake County, Illinois. FURTHERMORE, LESSEE CONSENTS TO PERSONAL JURISDICTION AND VENUE IN ANY FEDERAL OR STATE COURT LOCATED WITHIN OR FOR LAKE COUNTY, ILLINOIS and Lessee hereby waives any defenses or objections thereto including defenses based on the Doctrine of Forum Non Conveniens. This Lease shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Illinois. LESSEE EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY.

16. If any provision hereof or any remedy provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including the remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

17. This instrument constitutes the entire agreement between the parties. Lessee understands and agrees that neither the equipment supplier nor its sales personnel are agents of Lessor. No supplier or agent thereof is authorized to bind Lessor or to waive or modify any term herein. No waiver by Lessor of any provision hereof shall constitute a waiver of any other term. In the event Lessee issues a purchase order to Lessor covering equipment to be leased herein, it is agreed that such a purchase order is issued for purposes of authorization and Lessee's internal use only, and none of its terms and conditions shall modify the terms and conditions of this Lease and/or related documentation, or affect Lessee's responsibility to Lessor as defined in this Lease. Lessee agrees that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.