Leasing Innovations, Incorporated

By Authorized Signature

July 5, 2012

President

Date

AKIN FORD CORP.

By Authorized Signature

6/20/12

Title

Witnesses Signature and Date
TERMS AND CONDITIONS (CONTINUED)

This lease is a non-cancellable lease and cannot be cancelled by Lessee during the minimum term hereof. This lease shall be automatically renewed for an additional one-month renewal term at the expiration of the minimum term or the renewal term. Unless otherwise specified, any Advance Payment shall be applied first to the first rental payment and then to the latest maturing rental payments due under this lease. All payments hereunder are due to Lessor or any Security Deposit account established for this lease. If upon final termination of this lease, Lessor has fulfilled all of the terms and conditions hereof, than Lessor shall pay to Lessee any remaining balance of the Security Deposit, without interest.

4. PURCHASE ORDERS AND EQUIPMENT ACCEPTANCE. Lessee agrees that (a) Lessor has not selected, manufactured, sold or supplied any of the equipment, (b) Lessor has selected the equipment solely on Lessee’s specifications and (c) Lessor has received and accepted the equipment at the time of purchase. Lessor is responsible for all orders and contracts for the equipment. Lessor shall purchase orders/contracts and advises Lessee to contact such suppliers for a description of such rights, and it is agreed that Lessor shall pay to Lessee any remaining balance of the Security Deposit, without interest.

5. WAIVER OF RIGHTS. Lessee’s obligation to pay all rent and other amounts under this lease is ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES WHATSOEVER, and shall not be affected by any circumstances of any character whatsoever, including without limitation any default, setoff, counterclaim, defense or reduction which Lessee may have against Lessor or anyone else for any reason whatsoever.

6. OWNERSHIP OF EQUIPMENT. Lessor shall at all times retain title to the equipment. Lessee, at its expense, will protect and defend Lessor’s title to the equipment and will keep it free and clear of any and all claims, liens, and encumbrances. Lessee will obtain and maintain at its expense all required customary or appropriate licenses, titles, registrations, and permits, reflecting Lessor as owner.

7. CARE, MAINTENANCE, AND REPAIRS. Lessee will keep the equipment in good working condition, properly maintained, in accordance with the equipment manufacturer’s instructions. Lessor will not modify the equipment unless in accordance with a recommendation by the manufacturer, without the prior written consent of Lessor. The equipment shall always remain and be deemed personal property even though attached to realty. Lessee shall keep the equipment at the location shown herein and shall not remove the equipment without the prior written consent of Lessor.

8. TAXES. Lessee will pay directly, or to Lessor, all excise taxes, sales and use taxes, personal property taxes, and charges which may be imposed by any governmental entity during the term of this lease arising from the acquisition, use, ownership or leasing of the equipment whether due before or after termination of this lease. Property taxes due for the last year of lease will be paid by Lessor when the lease expires or terminates. Unless otherwise agreed to in writing, Lessor will file personal tax returns with respect to the equipment. With respect to personal property taxes, Lessee, at its expense, shall pay to Lessor, in advance and at the times requested by Lessor, the taxes which Lessor anticipates will be due during the year.

9. INSURANCE. Lessee, at its own expense, will keep the equipment insured against all risks of loss or damage from every cause whatsoever, for no less than the full replacement value thereof and shall carry public liability, personal injury, and property damage insurance covering the equipment and its use. All such insurance shall be in form and amount and with insurers satisfactory to Lessor and shall provide for at least ten (10) days written notice of cancellation to Lessor. Such policies shall name Lessor as Loss Payee as its Interest may appear with respect to property damage coverage and as Additional Insured with respect to public liability coverage. Lessee shall deliver to Lessor satisfactory evidence of insurance coverage required hereunder. Should Lessor not deliver to Lessor satisfactory evidence of insurance coverage as required herein, Lessor shall, in addition to any other right or remedy hereunder, charge Lessee the cost of insurance which Lessor may obtain (if any), a fee equal to twenty-five dollars ($25.00) per month. Payment of such fee does not affect Lessee’s obligations to obtain such insurance. Lessee shall be under no duty to ascertain the existence of or to examine the insurance policies. Lessee may, but shall not be obligated to, insure the equipment in such amount and under such terms as may be mutually agreed upon by Lessor as Lessor’s attorney-in-fact to make claim, receive payment, assign the proceeds thereof, and exercise all rights and powers in connection therewith.

10. INDEMNITY. Lessee will indemnify, defend, and hold Lessor, its affiliates, its officers, agents, employees, suppliers, and contractors harmless from and against all loss, liability, and expense, including reasonable attorney’s fees (including costs of a successful defense and/or settlement), judgments, fines, penalties, interest, tort, service, breach of contract, tort, infringement, libel, slander, false statements, or any other claim, suit, proceeding, or action against Lessor, arising out of, or resulting from, any breach or alleged breach of these indemnity provisions, or arising out of, or resulting from, the occurrence of such loss or damage shall not relieve Lessee of any obligation hereunder.

In the event of such loss or damage, Lessee, at the option of Lessor, shall (a) replace the same in good repair, condition and working order, or (b) replace the same with like equipment in good repair, condition and working order.

12. FEES, LATE CHARGES, AND ADVANCES. Lessee shall also pay to Lessor with the first rental payment an administrative fee equal to: (a) eight hundred twenty-five dollars ($825.00) if the purchase price of the equipment is less that $5,000.00, (b) eight hundred seventy-five dollars ($875.00) if purchase price is between $5,000.00 and $10,000.00, (c) nine hundred forty-five dollars ($945.00) if purchase price is between $10,000.00 and $25,000.00, (d) one thousand dollars ($1,000.00) if purchase price is between $25,000.00 and $50,000.00, (e) one thousand two hundred fifty dollars ($1,250.00) if purchase price is between $50,000.00 and $75,000.00, (f) one thousand four hundred fifty dollars ($1,450.00) if purchase price is between $75,000.00 and $100,000.00. In addition, Lessee shall pay to Lessor a processing fee of $1.00 per scheduled rental payment. If any rent or other amount payable hereunder is paid late, then as compensation for the administrative fee, in addition to any overdue payment on demand (i) any collection agency fees and costs and (ii) (a) a late payment service fee of $0.00 or 5% of total invoice including sales, whichever is greater, Lessee agrees to reasonable attorney’s fees (including costs of a successful defense and/or settlement), judgments, fines, penalties, interest, tort, service, breach of contract, tort, infringement, libel, slander, false statements, or any other claim, suit, proceeding, or action

15. RETURN OF EQUIPMENT. Upon expiration of the lease term or other termination, Lessee shall immediately return the equipment, at Lessee’s expense, in good repair and condition, ordinary wear and tear excepted, in a manner and to a location designated by Lessor. Should Lessee not return the equipment at the end of the lease term, Lessee shall continue to pay rent to Lessor in the sum and on the due dates set out in this lease as a month to month lease term until the equipment is returned to Lessor. Lessee, at its own expense, will exercise all rights and remedies to obtain possession of the equipment, at Lessee’s expense. In good repair and condition, ordinary wear and tear excepted, in a manner and to a location designated by Lessor. Should Lessee not return the equipment at the end of the lease term, Lessee shall continue to pay rent in the sum and on the due dates set out in this lease as a month to month lease term until the equipment is returned to Lessor.

19. ENTIRE AGREEMENT. This AGREEMENT REPRESENTS THE FINAL, COMPLETE, AND ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO ORAL OR UNWRITTEN AGREEMENTS OR UNDERSTANDINGS AFFECTING THIS LEASE OR THE EQUIPMENT. NOTWITHSTANDING ANY PRIOR, PRESENT OR FUTURE ORAL AGREEMENT OR COURSE OF DEALING, THIS AGREEMENT MAY BE ENFORCED ONLY PURSUANT TO THE TERMS HEREOF OR IN SUBLEASE, LEND ON TRANSFER POSSESSION OR USE OF THE EQUIPMENT OR ALLOW TO ANY LEIN OR OTHER CLAIM TO THE EQUIPMENT OR ANY PART THEREOF, OR (c) CREATE, GRANT, ASSUME OR ALLOW TO ANY LEIN OR OTHER CLAIM TO THE EQUIPMENT OR ANY PART THEREOF. Lessor and any assignee of Lessor, with or without notice to or consent of Lessee, may assign, transfer or (grant a security interest) in all or any part of Lessor’s rights hereunder and Lessor shall not be subject to any non-assignable, non-assignable, or other insolvency laws or provisions for the relief of debtors; or (g) any representation or statement made or furnished to Lessor by or on behalf of Lessee providing to have been false or misleading in any material respect when made or furnished.

16. OPTION TO PURCHASE. Lessor hereby grants to Lessee the option to purchase all (not part) of the equipment at the expiration of the term of this lease for its then fair market value, provided Lessee is not in default hereunder. This option may be exercised by notifying Lessor in writing not less than one hundred and twenty (120) days prior to the expiration of the term of this lease. If such purchase option is exercised, Lessee will at the expiration of the term of this lease pay to Lessor the fair market value of the equipment, if it is in good repair and condition. This option may not be exercised after the expiration of the term of this lease or if Lessee is in default hereunder.
CERTIFICATE OF DELIVERY AND ACCEPTANCE

Pursuant to Lease Agreement No. HGF060312 (the "Lease") by and between Leasing Innovations, Incorporated (the "Lessor") and Akin Ford Corp. (the "Lessee").

The undersigned hereby CERTIFIES that the following items of Equipment referred to in the above-referenced Schedule A and the lease between the Lessor and the Lessee, as defined below:

<table>
<thead>
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<th>Quantity/Description</th>
<th>Serial Number</th>
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<tr>
<td>SEE SCHEDULE A</td>
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Equipment Cost: $854,550.28  
Rebate: $122,121.40  
Sales Tax: $39,267.42 (included in Equipment Cost)  
Amount Financed: $732,428.88  

have been duly delivered in good order and duly inspected and accepted by the undersigned as of the date hereof (the "Lease Commencement Date") and said inspection and acceptance conforms in all respect with the requirements and provisions of the Lease.

LESSEE:

AKIN FORD CORP.

BY: __________________________

TITLE: Owned

Lease Commencement Date: July 9, 2012

Equipment Delivery Date: __________________________
# SCHEDULE A

**LEASE NO.:** HGF060312

**LESSEE:** AKIN FORD CORP.

**LESSOR:** LEASING INNOVATIONS, INCORPORATED

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(4) OCC BZ-50
(14) OCC PW-103
(2) OCC PW-1032
(525) MAYER 4' FLUORESCENT LAMPS
(24) HBAY HL4454T5HMDGC2/Y18/10 2/2LP841
(5) WPACK WTL90WLUMC3PCR
(2) FLOOD FSI90WLUIISFWHPCCR
(4) 2X4 HETGS24232AEB2UNVLP741
(4) WRAP BS100T84HT232UNVLP741
(4) WPACK WTL90WLUMC3PCR
(2) STRIP BS100T84HT232UNVLP741
(4) 315,000 BTU Firelake Horizon Waste oil heater w/burners, metered pumps, fans, dampers, and accessory packs
(4) 500 gallon workbench UL Tanks and Racks
(4) 8" Chimmy Kits

Lighting Retrofit
Replacement of 1143 Fixtures! Replace with HE Troffers, High Bays, Strips, Wall Packs
Replacement of 3072 Lamps! Replace with T-8 HO, T-5 HO, LED Lamps Complete Recycling and Disposal of old fixtures and lamps per OSCHA Regulations.

Mechanical Retrofit
Replacement of 21 existing 8 seer HVAC units. They will be replaced with 13 Seer High Efficiency Heat Pumps and Roof Top Units. Will add two (2) mini split systems for the problem areas of the parts department and showroom. This will include all new line sets and new R410A refrigerant.

Daylight Harvesting
Replacement of 97 existing parabolic flat skylights! Replace with Sunoptic Prismatic Signature Series Skylights with a 6 inch curb.

Furnace Retrofit
Replacement of existing gas heaters in Service Area! Replace with 4 FireLake Horizon Series 315 with 500 gallon workbench tank.

See the Attached Specifications for Product Use

(SEE ATTACHED APPLICABLE SERIAL NUMBERS)

LESSOR:

LEASING INNOVATIONS, INCORPORATED

BY: __________________________

TITLE: President

DATE: July 5, 2012

LESSEE:

AKIN FORD CORP.

BY: __________________________

TITLE: ________________

DATE: June 20, 2012
RIDER

Rider attached to and made part of Lease Agreement No. HGF080312 (the "Lease"), between Leasing Innovations, Incorporated (the "Lessor"), Akin Ford Corp., (the "Lessee").

BUYOUT OPTION

The provisions of the Lease notwithstanding, Lessor and Lessee and mutually agree that:

At the termination of said Lease, and at the option of the LESSEE, LESSEE may purchase the Equipment described in said Schedule, on an as-is where-is basis, for the sum of $1.00.

All unpaid rentals, taxes, and delinquent charges and any other amounts owing to the LESSOR and any obligations to be performed by the LESSEE AND, must be paid or performed by the LESSEE before LESSOR will transfer title to the LESSEE.

It is agreed that no modification of this agreement shall be binding upon the parties or either of them unless such modifications shall be in writing and executed by the parties hereto. This agreement shall be governed by and construed in accordance with the laws of the State of California. This agreement shall be binding upon the parties, their successors, legal representative and assigns.

LESSOR:

LEASING INNOVATIONS, INCORPORATED

By: ________________________________

Title: ______________________________

Date: ______________________________

LESSEE:

AKIN FORD CORP

By: ________________________________

Title: ______________________________

Date: ______________________________

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE AUTHORITY

The undersigned, Secretary/Clerk of Akin Ford Corp. a Georgia Corporation (the "Corporation") does hereby certify:

1. That he/she is the duly elected, qualified and acting Secretary/Clerk of the Corporation and as the custody of the corporate records minutes and corporate seal.

2. That the following person(s) has/have been properly designated, elected and assigned to the office in such corporation as indicated below; that such person(s) hold(s) such office at this time and that the specimen signature appearing beside the name of such officer is his/her true and correct signature.

   Name: BRAD AKENS
   Title: OWNER
   Signature: ________________________________

   (MUST BE NAME, TITLE, AND SIGNATURE OF PERSON SIGNING LEASE DOCUMENTS)

3. That each of such officers is duly authorized for an on behalf of said Corporation to execute and deliver any Lease Agreement between said Corporation and Leasing Innovations, Incorporated, and all agreements, documents, and instruments in connection therewith.

4. That the execution and delivery of any such Lease Agreement, and all agreements, documents, and instruments in connection therewith for an on behalf of said Corporation is not prohibited by or in any manner restricted by the terms of said Corporation's Certificate of Incorporation, its bylaws, or of any loan agreement, indenture or contract to which said Corporation is a party or under which it is bound.

5. That he/she is one of the duly authorized and proper officer(s) of said Corporation to make certificates in its behalf and that he/she has caused this Certificate to be executed and the seal of said Corporation to be appended on June 20, 2012.

   (Corporate Seal)

   SECRETARY/CLERK (SIGNATURE)
   (CANNOT BE PERSON SIGNING LEASE DOCUMENTS)
CROSS-CORPORATE LEASE GUARANTY

FOR GOOD CONSIDERATION, and as an inducement for Leasing Innovations, Incorporated ("Lessor"), to enter into Lease Agreement No. HGF060312 (the "Lease") with Akin Ford Corp., ("Lessee") dated June 20, 2012, it is hereby agreed that the undersigned do hereby guaranty to Lessor the rentals hereinafter due Lessor from Lessee under such Lease.

Until termination, this guaranty is unlimited as to amount notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and the undersigned waives all notices thereto,

The obligations of the undersigned shall at the election of Lessor be primary and not necessarily secondary and Lessor shall not be required to exhaust its remedies as against Lessee prior to enforcing its rights under this guaranty against the undersigned,

The guaranty hereunder shall be unconditional and absolute and the undersigned waive all rights of subrogation and set-off until all sums due under this guaranty are fully paid. The undersigned further waives all suretyship defenses or defenses in the nature thereof, generally.

In the event payments due under this guaranty are not punctually paid upon demand, then the undersigned shall pay all reasonable costs and attorney's fees necessary for collection and enforcement of this guaranty.

If there are two or more guarantors to this guaranty, the obligations shall be joint and several and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Each of the undersigned warrants and represents it has full authority to enter into this guaranty.

This guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This guaranty shall be construed and enforced under the laws of the state of California.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this day of June 20, 2012.

BSA Dealership, LLC
(Name of Corporate Guarantor)

By: [Signature]

Managing Member LLC
(Print Name and Title)

220 West May Street
Address

Winder GA 30680-0280
City State Zip

(Witness Signature)

(Affix Seal Here)
VENDOR PRE-PAYMENT RIDER

LESSOR: Leasing Innovations, Incorporated
LEASE NUMBER: HGF060312
LESSEE: Akin Ford Corp.
VENDOR: Frazier Service Co.

THIS RIDER shall amend a certain Lease Agreement ("Lease") by and between the Lessor, its successors and assigns ("Lessor") and the Lessee. In the event of any conflict or ambiguity between this Rider and the Lease on any particular subject matter, the terms of the Rider shall control.

Lessee hereby acknowledges that certain Vendor(s) require advance payments prior to complete delivery and, if applicable, installation of the Equipment. Lessee hereby requests that Lessor advance said payment to Vendor(s) on Lessee's behalf. In consideration of Lessee's agreement of the terms of this Rider, Lessor agrees to advance said payment(s) to Vendor(s) and Lessee authorized Lessor to start the Lease immediately and begin to collect scheduled payments, despite the fact that certain items of equipment to be leased may not have been received by Lessee. Lessee shall be responsible for acknowledging any releases of money to the vendor and takes full responsibility for money released to vendor regardless of vendors completion of the project. Lessee understands that prior to each release of funds a verbal verification call along with written acknowledgement will take place with Lessor to ensure accuracy of authorized release(s) by the Lessee.

In the event Lessee fails to acknowledge or accept any of the Equipment for any reason (including, without limitation, Lessee’s dissatisfaction with the Equipment or Vendor(s) failure to deliver the Equipment) on or before January 30, 2013 Lessee agrees that (i) Lessee will reimburse the advance payment to Lessor together with a cancellation fee equal to five percent of such amount immediately upon Lessor's demand, (ii) Lessee shall forfeit to Lessor any advance payments or security deposit previously paid by Lessee in liquidation of administrative costs, and (iii) Lessee shall hold Lessor harmless from all claims by Vendor against Lessor arising out of Lessee’s failure or refusal to accept the Equipment.

Lessee understands and agrees that the Lease, this Vendor Pre-Payment Rider and the Lessor's rights, titles and interest under the Lease and the Vendor Pre-Payment Rider may be assigned and transferred to one or more assignees of Lessor at any time, without notice or consent of Lessee, in which event such subsequent assignee(s) will succeed to all of the Lessor's rights, titles and interest under the Vendor Pre-Payment Rider and the Lease.

LESSEE: AKIN FORD CORP.

BY: _______________________

TITLE: President

DATE: _______________________

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GUARANTEED SAVINGS RIDER

Rider attached to and made part of Lease Agreement No. HGF060312, (the "Lease") between Leasing Innovations, Incorporated (the "Lessor") and Akin Ford Corp. (the "Lessee").

The provisions of the Lease notwithstanding, Lessor and Lessee hereby mutually agree that:

Leasing Innovations, Incorporated acts under this agreement as the Lessor. As the Lessor, we do not agree to guarantee any savings with respect to the Energy Savings Equipment installed and financed under this arrangement.

Any savings guarantees remain with the Vendor, Frazier Service Co., LII will not accept responsibility for lack of performance.

Lessee, and Lessor do hereby further agree that loss of guaranteed savings due to any combination of the following: loss of savings due to decreased run time, non-performance of installed fixtures, or anything relevant which would cause KWH usage to decrease, are not justifiable reasons to stop payment under the Lease.

It is agreed that no modifications of this agreement shall be binding upon the parties or either of them unless such modifications shall be in writing and executed by the parties hereto. This agreement shall be governed by and construed in accordance with the laws of the State of California. This agreement shall be binding upon the parties, their successors, legal representatives and assigns.

LESSOR:

LEASING INNOVATIONS, INCORPORATED

BY: 

TITLE: President

DATE: July 5, 2012

LESSEE:

AKIN FORD CORP.

BY: 

TITLE: 

DATE: June 20, 2012