



261 N. Highway 101  
Solana Beach, CA 92075

Lease Agreement No. HGF060312

Lessee: Akin Ford Corp.  
220 West May Street  
Winder, GA 30680-0280

Vendor: Frazier Service Co.  
3286 Buckeye Road, Suite 101  
Atlanta, GA 30341

Lessee's Tax/I.D.#: 58-0961275

Deliver to Address (if other than above)


Quantity	Description			
SEE SCHEDULE A				
When Payable	<input checked="" type="checkbox"/> Monthly	Minimum Term	Amount of Each Rental Payment	<input type="checkbox"/> Security Deposit \$ _____
	<input type="checkbox"/> Quarterly	A	B	
Check One	<input type="checkbox"/> Other	36 Months	\$25,713.00	<input checked="" type="checkbox"/> Advance Payment \$ 51,426.00 Exclusive of sales tax

Additional Provisions (If Any) First and Last Payment due in Advance

**TERMS AND CONDITIONS - PLEASE READ CAREFULLY BEFORE SIGNING**

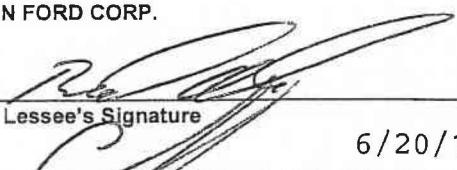
- LEASE Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the equipment described above or on any attached Schedule(s), on the terms and conditions set forth in this lease agreement.
- WARRANTIES. LESSOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE QUALITY OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. Lessor will not be liable for any loss or damage to Lessee or others arising from defects, negligence, delays, failure to deliver, interference with any patent, trademark, copyright or other intellectual property right, or nonperformance of the equipment. No representation or warranty as to the equipment or any other matter by the manufacturer, vendor or others shall be binding on Lessor nor shall the breach of such release Lessee from any of Lessee's obligations to Lessor. Lessor assigns to Lessee all warranties of third parties concerning the subject matter hereof without recourse against Lessor. Lessee confirms that: (a) They are a Georgia Corporation duly organized and validly existing and in good standing under the laws of the State of Georgia (i) The leasing of the Equipment from Lessor by Lessee, the execution and delivery of the Lease, Rental Schedule, Certificate of Delivery and Acceptance (in the case of a sale-leaseback, the sale of the Equipment by Lessee to Lessor and the Bill of Sale) and other related instruments and agreements and the compliance by Lessee with the terms thereof, (ii) have been duly and legally authorized by appropriate corporate action taken by Lessee, (iii) are not in contravention of, and will not result in a breach of, any of the terms of Lessee's Certificate of Incorporation, its By-laws, or of any provisions relating to any of its Loan Agreements, Credit Agreements, or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or under which it is bound, and (iv) will not violate any applicable state or federal laws. (c) The Lease, Rental Schedule, Certificate of Delivery and Acceptance and/or Bill of Sale and other related instruments and agreements with respect to the Equipment, when executed by Lessee's duly authorized officers or designees and delivered to Lessor, will constitute a valid and legally binding obligation of Lessee, enforceable in accordance with the terms thereof. (d) Lessor's title to the Equipment is absolute and Lessee's right, title and interest in and to the Equipment described in any Rental Schedule, and the rentals thereof, will not be affected or impaired by the terms of any Loan Agreement or Indenture, or any other contract, agreement or instrument, to which Lessee is a party, or under which it is bound. (e) There is not now pending against or affecting Lessee, nor to our knowledge is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if decided adversely to Lessee, would directly or indirectly affect or impair your title to the Equipment, or would materially impair or affect Lessee's financial condition or operation. (f) No authorization, approval or consent of any public body, agency, commission or board, federal, state or local, is necessary or required, by statute or otherwise, in connection with the execution on the Lease, Rental Schedule, Certificate of Delivery and Acceptance and/or Bill of Sale and other related instruments and agreements or for the assumption of the obligations of Lessee thereunder.
- TERM AND RENT. This lease will commence on the first day of the month in which Lessee confirms its acceptance of the equipment and will continue for the minimum number of months in "A" (above). Lessee shall be deemed to have confirmed acceptance of the equipment if, within five (5) business days after delivery of the equipment, Lessee has not given Lessor written notice of objection thereto or if Lessee makes any rent payments. The rent specified in "B" (above). Lessee will make all rental payments, in advance, on the date or dates specified by Lessor in a notice or notices to Lessee.

Accepted By  
LEASING INNOVATIONS, INCORPORATED

By   
Authorized Signature  
July 5, 2012  
Date

President  
Title

AKIN FORD CORP.

By   
Lessee's Signature  
6/20/12  
Title

Witness's Signature and Date

## TERMS AND CONDITIONS (CONTINUED)

This lease is a non-cancelable lease and cannot be canceled 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. Lessor may apply all or any part of any Security Deposit to cure any default of Lessee under this lease. If upon final termination of this lease, Lessee has fulfilled all of the terms and conditions hereof, then 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) Lessee has selected all of the equipment and its suppliers, (c) Lessor is purchasing the equipment solely in connection with this lease and (d) Lessee has received a copy of, and approved, the purchase orders/contracts for the equipment. Lessor hereby notified Lessee that Lessee may have rights under such purchase orders/contracts and advises Lessee to contact such suppliers for a description of any such rights. Lessee agrees that as of the acceptance date: (a) Lessee has received and inspected the equipment, (b) the equipment is in good working order and complies with the purchase orders/contracts, (c) Lessee irrevocably accepts the equipment for purposes of this lease "as-is, where-is, with all faults", and (d) Lessee unconditionally waives any right it may have to revoke its acceptance of the equipment.

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 limitation, any 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, USE AND LOCATION.** Lessee will keep and maintain the equipment in good operating condition, repair, and appearance, reasonable wear and tear accepted, and shall use the equipment in the regular course of its business. Lessee 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. Lessor shall have the right to enter Lessee's premises at reasonable times to inspect the equipment.

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 for by Lessee when the lease expires or terminates. Unless otherwise agreed to in writing, Lessor shall file personal property tax returns with respect to the equipment. With respect to personal property taxes, upon Lessor's request, Lessee 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 shall, at its own expense, 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, 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 Lessee not deliver to Lessor satisfactory evidence of insurance coverage as required herein, Lessee shall pay to Lessor, in addition to the cost of insurance which the Lessor may obtain (if any), a fee equal to twenty-five dollars (\$25.00) per month. Payment of such fee does not relieve Lessee from its obligations to obtain such insurance. Lessor shall be under no duty to ascertain the existence of or to examine the insurance policies. Lessor may, but shall not be obligated to, insure the equipment at the expense of Lessee. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment for loss or damage under any such insurance policies.

10. **INDEMNITY.** Lessee will indemnify, defend by counsel approved by Lessor, and hold Lessor, its affiliates, their officers, agents and employees harmless from and against all loss, liability and expense, including reasonable attorney's fees (including costs of a successful defense) for claims for negligence, tort, strict liability, bodily injury, including death, or property damage, or for any alleged violation of rights of others, including contact, patent, trademark, copyright or industrial property rights, or for any alleged violation of any law, ordinance, rule, regulation or decree, arising from the purchase, delivery installation, operation, ownership, maintenance, use, malfunction or interruption of this lease.

11. **LOSS OR DAMAGE.** Lessee shall bear all risks of loss of and damage to the equipment from any cause and 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, COLLECTION EXPENSES, 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 than \$5,000.00, eight hundred seventy-five dollars (\$875.00) if purchase price is between \$5,001.00 to \$10,000.00, nine hundred forty-five dollars (\$945.00) if purchase price is between \$10,001.00 to \$25,000.00, one thousand dollars (\$1,000.00) if purchase price is between \$25,001.00 to \$50,000.00, one thousand twenty five dollars (\$1,025.00) if purchase price is between \$50,001.00 to \$100,000.00, one thousand one hundred and fifty dollars (\$1,150.00) if purchase price is between \$100,001.00 to \$250,000.00, one thousand two hundred and fifty dollars (\$1,250.00) if purchase price is between \$250,001.00 to \$500,000.00, or one thousand four hundred and fifty dollars (\$1,450.00) if purchase price is between \$500,001.00 to \$1,000,000.00. In addition, Lessee shall pay Lessor a processing fee of \$1.00 per scheduled rental payment. If any rent or other amount payable hereunder is not paid when due, then as compensation for the administration and enforcement of Lessee's obligation to make timely payments, Lessee shall pay with respect to each overdue payment on demand (i) any collection agency fees and expenses, plus (ii) a late payment service fee of \$10.00 or 5% of total invoice including sales tax, whichever is greater, which Lessee agrees is a reasonable approximation of the internal costs that Lessor will incur as a result of Lessee's delay in payment, plus (iii) interest at 18% per annum (but not to exceed the highest rate permitted by law) on such overdue payment for the period for which it is overdue. All advances made by Lessor to preserve said property or to pay insurance premiums for insurance hereon (but not to exceed the highest rate permitted by law) or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor together with interest thereon at the highest contract rate until paid. Lessee shall pay to Lessor a fee equal to twenty-five dollars (\$25.00) for each check returned to Lessor unpaid, in addition to pay late charge provided for herein for a delinquent payment.

13. **ASSIGNMENT.** LESSEE SHALL NOT, DIRECTLY OR INDIRECTLY (a) ASSIGN, SELL OR OTHERWISE DISPOSE OF THIS LEASE OR ANY PART THEREOF, OR (b) SUBLEASE, LEND OR TRANSFER POSSESSION OR USE OF THE EQUIPMENT OR ALLOW TO EXIST ANY LIEN OR OTHER CLAIM TO THE EQUIPMENT OR ANY PART THEREOF, OR (c) CREATE, GRANT, ASSUME OR ALLOW TO EXIST ANY LIEN OR OTHER CLAIM TO THE EQUIPMENT OR ANY PART HEREOF. Lessor and any assignee of Lessor, with or without notice to or consent of Lessee, may sell, assign, transfer or grant a security interest in all or part of Lessor's rights, obligations, title or interest in the equipment, this lease or the amounts payable under this lease to any entity (a "transferee") and in such event the transferee shall have all of the rights, powers and remedies of Lessor hereunder. Lessee shall not assert against any transferee any defense, counterclaim or setoff which Lessee may have against Lessor. Lessee acknowledges that any such transfer transaction will not materially increase or change its obligations, burdens, duties or risks under this lease.

14. **DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder: (a) Lessee fails to pay any rental or any other payment hereunder when due; (b) Lessee fails to pay when due any indebtedness of Lessee arising independently of this lease; (c) Lessee fails to perform any other covenant herein and such failure continues for ten (10) days following receipt of written notice from Lessor; (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors or ceases doing business as a going concern; (e) a receiver, trustee, conservator, or liquidator of Lessee is appointed with or without the application or consent of Lessee; (f) the filing by or against Lessee of a petition under the Bankruptcy Code or any Amendment thereto, or under any other insolvency law or laws providing 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.

15. **REMEDIES.** If any event of default shall occur, Lessor may, at its own option, exercise any one or more of the following remedies: (a) Lessee shall pay upon demand by Lessor all rents and other monies then due, plus all rents and other monies to become due, in the future discounted to present value at a rate of 7% per annum, plus Lessor's originally anticipated residual value of the equipment; (b) require Lessee to return the equipment to Lessor, and in the event Lessee fails to do so, without demand or legal process, enter into the premises where the equipment may be found and repossess the equipment without any liability to Lessee; (c) use, hold, sell, lease, assign or otherwise dispose of the equipment at public or private sale, with or without notice to Lessee, without affecting the obligation of Lessee hereunder; (d) sue for and recover all amounts due from Lessee; (e) terminate this lease; or (f) pursue any other remedy available to Lessor at law or in equity. Lessee agrees to pay Lessor all costs and expenses, including reasonable attorney's fees, incurred by Lessor in exercising any of its rights and remedies. All remedies of Lessor hereunder are cumulative, and be exercised concurrently or separately, and are in addition to any other remedies provided for by law. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof. No waiver by Lessor of any default shall constitute a waiver by Lessor or any additional or subsequent default.

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 then fair market value.

17. **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.

18. **UCC FILINGS.** Lessor and Lessee agree that a reproduction of this lease may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code. Lessee shall execute or obtain or deliver to Lessor, upon Lessor's request, such other documents as Lessor deems necessary or advisable for the protection or perfection of this lease and Lessor's rights hereunder and shall pay all costs incident thereto. Lessee authorizes Lessor to insert in this lease, and in any filings, the serial number of the equipment, and to sign Lessee's name in any filings. At Lessor's option, Lessor may not file a financing statement in connection with the lease, and charge Lessee a non-filing fee of no more than ten dollars (\$10.00).

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, NO TERM OF THIS LEASE MAY BE WAIVED, AMENDED OR CHANGED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

20. **MISCELLANEOUS.** All notices required under this lease shall be given to the parties hereto in writing and delivered personally or by certified mail at the address set forth herein or at such other address as such party may have subsequently provided in writing. Time is of the essence of this lease. In the event any provision hereof shall be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. The provisions of this lease shall be binding upon and shall inure to the benefit of the permitted assigns, successors, heirs and personal representatives of Lessor and Lessee. Lessor shall not be liable to Lessee for any indirect, consequential or special damages for any reason whatsoever. If this lease is signed by more than one Lessee, each of such Lessees shall be jointly and severally liable for payment and performance of all of the Lessee's obligations under this lease.

21. **JURISDICTION.** This Lease shall be binding when accepted in writing by the Lessor. The Lessee agrees that the interpretation, construction and validity of this Lease may be governed by the laws of The State of California, or Commonwealth of Massachusetts where the Lessor has a place of business. The Lessee hereby voluntarily consents to the jurisdiction of any Federal or State court, in San Diego County, California, or Suffolk County, Massachusetts with respect to any legal action commenced hereunder. The Lessee agrees that the election of law and forum is specifically reserved to, and, at the option of Lessor, and Lessee may request in writing election by Lessor.

22. **STATEMENT OF PURPOSE.** Lessee hereby warrants and represents that the equipment will be used for business purposes and not for personal, family or household purposes, and Lessee acknowledges that Lessor has relied upon this representation in entering into this lease.

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:

Quantity/Description	Serial Number
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SEE SCHEDULE A

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: OWNER

Lease Commencement Date: July 9, 2012

Equipment Delivery Date: \_\_\_\_\_

SCHEDULE A

LEASE NO.: HGF060312

LESSEE: AKIN FORD CORP.

LESSOR: LEASING INNOVATIONS, INCORPORATED

<u>QTY</u>	<u>DESCRIPTION</u>
(20)	HBAY HL4454T5HMDGC2/Y18/10 2/2LP841
(12)	OFF HETGS24232AEB2UNVLP741
(10)	STRIP 768432EB4UNVLP741
(4)	WPACK WTL90WLUMC3PCR
(265)	2X4 HETGS24232AEB2UNVLP741
(24)	2X2 HETGS22217AEB2UNVLP741
(3)	1X4 HETGS14132AEB1UNVLP741
(14)	SOFFIT OM6LED27 R6LED40KWDCSS
(37)	OCC CEILING SENSOR
(37)	OCC BZ-50
(40)	OCC PW-103
(3)	OCC PW-1032
(131)	STRIP 768432EB4UNVLP741
(98)	HBAY HL4454T5HMDGC2/Y18/10 2/2LP841
(33)	2X4 HETGS24232AEB2UNVLP741
(30)	2X2 HETGS22217AEB2UNVLP741
(10)	WRAP BS100T84HT232UNVLP741
(31)	WPACK WTL90WLUMC3PCR
(6)	2X4S HES24232AEB2UNVLP741
(40)	MR16 LAMP 6MR162725GU5.3
(6)	HBAY HL4454T5HMDGC2/Y18/10 2/2LP841
(21)	STRIP 768432EB4UNVLP741
(5)	2X4 HETGS24232AEB2UNVLP741
(2)	2X2 HETGS22217AEB2UNVLP741
(4)	OCC CEILING SENSOR
(4)	OCC BZ-50
(3)	OCC PW-103
(2)	OCC PW-1032
(14)	HBAY HL4454T5HMDGC2/Y18/10 2/2LP841
(2)	OCC PW-103
(4)	WRAP BS100T84HT232UNVLP741
(34)	2X4 HETGS24232AEB2UNVLP741
(8)	2X2 HETGS22217AEB2UNVLP741
(1)	STRIP 764232EB2UNVLP741
(3)	STRIP 768432EB4UNVLP741
(90)	HBAY HL4454T5HMDGC2/Y18/10 2/2LP841
(16)	2X4 HETGS24232AEB2UNVLP741
(6)	WPACK WTL90WLUMC3PCR
(12)	OCC PW-103
(28)	HBAY HL4454T5HMDGC2/Y18/10 2/2LP841
(3)	2X2 HETGS22217AEB2UNVLP741
(8)	WPACK WTL90WLUMC3PCR
(4)	OCC CEILING SENSOR

- (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 FSI90WLUIFWHPPCR
- (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**

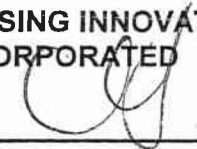
**(SEE ATTACHED APPLICABLE SERIAL NUMBERS)**

**LESSOR:**

**LESSEE:**

**LEASING INNOVATIONS,  
INCORPORATED**

**AKIN FORD CORP.**

BY: 

BY: 

TITLE: President

TITLE: PRES.

DATE: July 5, 2012

DATE: June 20, 2012



RIDER

Rider attached to and made part of Lease Agreement No. HGF060312 (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:

LESSEE:

LEASING INNOVATIONS, INCORPORATED

AKIN FORD CORP.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE AUTHORITY

(To be used where no sales and leaseback is involved)

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

- 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.
- 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

Title

Signature

BRAD AKINS

OWNER



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

- 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.
- 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.
- 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 20 day of June, 2012.

  
\_\_\_\_\_  
Witness Signature

(Affix Seal Here)

BSA Dealership, LLC  
(Name of Corporate Guarantor)  
By:   
\_\_\_\_\_  
MANAGING MEMBER LLC  
(Print Name and Title)  
220 West May Street  
Address  
Winder GA 30680-0280  
City State Zip

**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: \_\_\_\_\_



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., LLI 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:

LESSEE:

LEASING INNOVATIONS,  
INCORPORATED

AKIN FORD CORP.

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: President

TITLE: PAAS

DATE: July 5, 2012

DATE: June 20, 2012