

**EQUIPMENT LEASE AGREEMENT**

**LEASE NUMBER**

**LESSOR:** BSB Leasing, Inc

**FULL LEGAL NAME OF LESSEE:** C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage

PH# 845-947-3300

**MAILING ADDRESS:** 8 Carol Avenue West Haverstraw, NY 10993

**EQUIPMENT ADDRESS:** See Exhibit "A" attached hereto and made a part hereof

**DESCRIPTION, SUPPLIER AND LOCATION OF LEASED EQUIPMENT**

**"See Exhibit A attached hereto and made a part hereof"**

| PAYMENT DUE DATE | AMOUNT OF EACH PAYMENT<br><small>(PLUS SALES TAX, IF APPLICABLE)</small>           | MONTHLY  | <input checked="" type="checkbox"/> | TERM OF LEASE<br><small>(FROM FIRST PAYMENT DUE DATE)</small> | ADVANCE PAYMENTS | NO. OF PAYMENTS | SECURITY DEPOSIT |
|------------------|--|----------|-------------------------------------|---|------------------|-----------------|------------------|
|                  |  | \$621.18 | OTHER/ SPECIFY                      | <input type="checkbox"/>                                      | 60               | First & Last    | 60               |
|                  | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 15 <sup>TH</sup> |          |                                     |   |                  |                 |                  |

**TERMS AND CONDITIONS OF LEASE**

- LEASE.** Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed to it (hereinafter referred to as the "Equipment").
- ACCEPTANCE OF EQUIPMENT.** Lessee agrees that it will inspect the Equipment upon delivery and thereafter execute and deliver to Lessor an Acknowledgement and Acceptance of Equipment. Lessee hereby authorizes Lessor to insert or correct in this Lease serial numbers or other identifying data with respect to the Equipment.
- DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES.** THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees by his signature below as follows:
  - LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;**
  - Lessee has fully inspected the Equipment which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete **satisfaction;**
  - LESSEE LEASES THE EQUIPMENT "AS IS" AND WITH ALL FAULTS;**
  - Lessee specifically acknowledges that the Equipment is leased to Lessee solely for commercial or business purposes and not for personal, family, or household purposes;
  - If the Equipment is not properly installed, does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the supplier or manufacturer of the Equipment and not against Lessor;
  - LESSEE HAS BEEN ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING THE LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS;
  - LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and
  - NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.**

**THE PARTIES HAVE SPECIFICALLY NEGOTIATED AND AGREED TO THE FOREGOING PROVISIONS OF THIS SECTION**

**4. STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code and agrees that it should be treated as such. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the supplier, and Lessor has not selected, manufactured, or supplied the Equipment. Lessee hereby disclaims and assigns to the Lessor any other rights Lessee may have in the Equipment, including, but limited to, any interest transferred to the Lessee by the supplier of the Equipment.

**5. ASSIGNMENT BY LESSEE PROHIBITED.** WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN, PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

**6. COMMENCEMENT; RENTAL PAYMENTS; INTERIM RENTALS.** This Lease shall commence upon the written acceptance hereof by Lessor and shall terminate on last day of the term stated above unless such term is extended or otherwise modified. Lessee's obligations shall end upon full performance and observance by Lessee of each and every term, condition and covenant set forth in this Lease, and any addendum hereto. Rental payments shall be in the amounts and frequency as set forth on the face of this Lease or any addendum hereto. The first payment shall be due on the payment due date designated by the Lessor following the date the Equipment is accepted by Lessee and subsequent payments will be due on the same day of each month or other period set forth above. In addition to regular rentals, Lessee shall pay to Lessor interim rent for the use of the Equipment prior to the due date of the first payment. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days elapsing between the date on which the Equipment is accepted by Lessee and the designated due date of the first payment. The payment of interim rent shall be due and payable upon Lessee's receipt of invoice from Lessor. Lessor shall have no obligation to Lessee under this Lease of the Equipment, for whatever reason, if not delivered to Lessee within ninety (90) days after the Lessee signs this lease. Lessor shall have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an Acknowledgement and Acceptance of Equipment by Lessee acknowledging its acceptance of the Equipment within thirty (30) days after it is delivered to Lessee, if Lessee either defaults on its obligations hereunder or suffers a material adverse change in financial condition prior to payment of the Supplier.

**THIS LEASE IS NOT CANCELABLE OR TERMINABLE BY LESSEE. SEE PAGE TWO FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE A PART OF THIS LEASE. THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED.**

LESSEE: C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage

LESSOR: BSB Leasing, Inc

Mitchell J. Chalsen

President

Date

Date

Date

Date

**7. APPLICABLE LAW AND VENUE.** ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND VENUE (LOCATION) FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL LIE IN **PIERCE COUNTY, STATE OF WASHINGTON**. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION. LESSEE WAIVES THE RIGHT TO A JURY TRIAL.

**8. NO AGENCY.** LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF LESSOR. NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE.

**9. SECURITY DEPOSIT.** As security for the prompt and full payment of the amounts due under this Lease, and Lessee's complete performance of all its obligations under this Lease, and any extension or renewal hereof, Lessee has deposited with Lessor the security amount set forth in the section shown as "Security Deposit". In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the curing of any default, Lessee shall restore said security deposit to the full amount set forth above. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rent called for and fully performed all other provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

**10. LIMITED PREARRANGED AMENDMENTS; AUTHORIZATION; SPECIFIC POWER OF ATTORNEY.** Lessee hereby authorizes Lessor to amend the terms of this Lease to reflect a change in one or more of the following conditions: (a) Lessor's actual cost of procuring the Equipment, or (b) A change in rental payments as a result of (a) above, or (c) Description, Supplier or Location of the Equipment. Lessee further grants to Lessor a specific power of attorney for Lessor to sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

**11. LESSEE'S REPRESENTATION.** Lessee represents that Lessee's exact legal name, state of incorporation, location of its chief executive office and/or its place of residence as applicable have been correctly identified to Lessor.

**12. USE; EQUIPMENT LOCATION.** Lessee shall use the Equipment in a careful manner, make all necessary repairs at Lessee's expense, shall comply with all laws relating to its possession, use, or maintenance, and shall not make any alterations, additions, or improvements to the Equipment without Lessor's written consent. All additions, repairs or improvements made to the Equipment shall belong to Lessor. Stationary Equipment shall be kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed without Lessor's written consent. Mobile Equipment shall be permanently garaged at the same location and shall not be removed from the United States.

**13. OWNERSHIP; LESSEE'S INTEREST IN SOFTWARE; GRANT OF SECURITY INTEREST.** Excepting computer software, the Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Lease. If the Equipment includes computer software, Lessee acknowledges and agrees that (a) Lessor does not have and will never have any title to or ownership in the software; (b) where appropriate, Lessee has executed or will execute a separate software license agreement with the licensor of the software, and (c) Lessor is not a party to and shall have no responsibilities whatsoever under such software license agreement. The Equipment shall remain personal property even though installed in or attached to real property. In addition to all of the other rights of the Lessor under this Lease, Lessee grants to Lessor a security interest in and to the Equipment and all proceeds thereof (including insurance proceeds) as security for performance of all of Lessee's obligations to Lessor of every kind and nature, now existing or hereafter arising, including, but not limited to, Lessee's obligations under this Lease and under any other agreement with Lessor. Lessee also authorizes Lessor or its designee to file a Uniform Commercial Code financing statement, in form and content and from time to time as Lessor deems proper, listing Lessee as Lessee or Debtor.

**14. SURRENDER.** By this Lease, Lessee acquires no ownership rights in the Equipment, and has no option to purchase same. Upon the expiration, or earlier termination or cancellation of this Lease, or in the event of a default under Paragraph 23, hereof, Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If the Equipment is not returned at the end of the term of this Lease, this Lease, at the sole option of the Lessor, shall automatically renew for one month, and thereafter for successive one-month terms until Equipment is returned to the Lessor. **WARNING: FAILURE TO PROMPTLY RETURN THE EQUIPMENT FOLLOWING WRITTEN DEMAND MAY RESULT IN CRIMINAL PROSECUTION.**

**15. LOSS AND DAMAGE.** Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessor's option, do one of the following: (a) Replace the same with like equipment in good repair, acceptable to Lessor; or (b) Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of the loss; (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item, discounted to present value at a discount rate of 5% as of the date of loss; and (iii) Lessor's estimate as of the time this Lease was entered into of Lessor's residual interest in the Equipment, discounted to present value at a discount rate of 5%, as of the date of loss. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to title to the Equipment without any warranties. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

**16. INSURANCE.** Lessee shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to the Lessor or its assigns. Lessee also shall provide and maintain comprehensive general all-risk liability insurance including but not limited to product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any and all loss or liability for all damages, either to persons or property or otherwise, which might result from or happen in connection with the condition, use, or operation of the Equipment, with such limits and with an insurer satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be cancelled without 30 days prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this paragraph. Should Lessee fail to obtain and maintain insurance satisfactory to Lessor and/or fail to provide proof of such insurance within thirty (30) days of the commencement of this Lease or within thirty (30) days of the date of any written request for such proof, Lessor has the right, but not the obligation, to secure insurance on the Equipment from a carrier of Lessor's choosing in such form and amounts as Lessor deems reasonable to protect its interests. LESSEE AGREES that, if Lessor places insurance on the Equipment, said insurance may not name Lessee as an insured and may not fully protect Lessee's interests. If Lessor secures insurance on the Equipment, Lessee will pay an insurance charge that will include a premium, which may be substantially higher than the premium that Lessee would pay if Lessee placed said insurance independently. LESSEE AGREES that, in addition to the premium, the insurance charge will include an interest charge and administrative and processing fees that will result in profit to Lessor and its agents.

**17. LIENS, TAXES, FEES.** Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances. Lessee shall pay all charges and taxes (local, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Equipment, excluding, however, all taxes on or measured by Lessor's net income. **If Lessor pays any of the above liens, charges or taxes, Lessee agrees to reimburse Lessor and also pay a processing fee for each payment made by Lessor on its behalf, which will result in profit to Lessor and its agents. Lessee agrees to pay an origination fee in an amount not to exceed \$125 with the first payment due. In addition, Lessee will pay Lessor any filing fees prescribed by the Uniform Commercial Code or other law and reimburse Lessor for all costs and expenses involved in documenting and servicing this transaction. Lessee acknowledges that in addition to the lease payments, Lessor may assess and Lessee may be required to pay additional taxes and/or fees. Such fees may not only cover Lessor's costs, but they may also include a profit.**

**18. INDEMNITY.** Lessee shall indemnify and hold the Lessor harmless against any and all claims, actions, damages, or liabilities, including, but not limited to, liability arising under any statute, ordinance or regulation, liability from any claim for personal injury, death, or property damage to any person, including Lessee, by reason of the transportation, installation, condition, use or operation of the Equipment, and all attorneys' fees incurred by Lessor in connection therewith, without limitation. This indemnification, which covers strict liability claims, environmental claims, and claims for patent, trademark and patent infringement, shall survive the expiration, cancellation, or termination of this Lease. Lessee waives any immunity Lessee may have under any industrial insurance act, with regard to indemnification of Lessor.

**19. ASSIGNMENT BY LESSOR.** Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consents to any assignment of this Lease by Lessor, and shall not assert against the assignee any defense, counterclaim, or setoff that Lessee may have against Lessor. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and assigns of the parties hereto. **Lessee acknowledges that Lessor's interest under this Lease may be assigned to Mintaka Financial, LLC, a Washington limited liability company.**

**20. SERVICE CHARGES; INTEREST.** If Lessee shall fail to make any payment required by this Lease on or before the due date thereof, Lessee shall pay to Lessor a service charge of the greater of, 10% of the amount due or \$10.00. In addition, Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts, including but not limited to long-distance telephone charges and travel expenses. Lessee shall pay to Lessor interest on any delinquent payment or amount due under this Lease from the due date thereof until paid, at the lesser of the maximum rate of interest allowed by law or 18% per annum.

**21. TIME IS OF THE ESSENCE.** Time is of the essence of this Lease, and this provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

**22. DEFAULT.** Lessee shall be in default if: (a) Lessee shall fail to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof; or (b) Lessee shall fail to observe, keep or perform any other provision of this Lease, and such failure shall continue for a period of 10 days; or (c) Lessee or any guarantor has made any misleading or false statement, or representation in connection with application for or performance of this Lease; or (d) the Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee shall abandon the Equipment or permit any other entity or person to use the Equipment without the prior written consent of Lessor; or (e) Lessee or guarantor dies or ceases to exist; or (f) Lessee or any guarantor files or becomes subject to a petition filed under the Bankruptcy Code or any other insolvency proceeding; or (g) Lessee changes its name, state of incorporation, chief executive office and/or place of residence without providing Lessor with 30 days' written notice of such change; or (h) Lessee or any guarantor defaults on any other agreement with Lessor.

**23. REMEDIES.** If Lessee is in default, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made: (a) Lessor may enter upon Lessee's premises and without any court order other process of law may repossess and remove the Equipment, or render the Equipment unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal and disabling. Any such repossession shall not constitute a termination of this Lease unless Lessor so notifies Lessee in writing; (b) Lessor may require Lessee, at its expense, to return the Equipment pursuant to the provisions of Paragraph 14, above; (c) Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee; (d) Lessor may release the Equipment, without notice to Lessee, to any third party, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser; (e) Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under this Lease then accrued, all accelerated future payments due under this Lease, reduced to their present value using a discount rate of 5% as of the date of acceleration, plus Lessor's estimate at the time this Lease was entered into of Lessor's residual interest in the Equipment, reduced to present value at a discount rate of 5%, as of the date of acceleration, less the net proceeds of disposition, if any, of the Equipment; (f) To pursue any other remedy available at law, by statute or equity. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right of remedy.

**24. NOTICES** Any notices required by this Lease or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet, or (d) has been personally delivered.

**25. MULTIPLE LESSEES.** Lessor may, with the consent of any one of the Lessees hereunder, modify, extend, or change any one of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Each Lessee is jointly and severally responsible and liable to Lessor under this Lease.

**26. EXPENSE OF ENFORCEMENT.** In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorneys' fees, including attorneys' fees incurred at the trial level, including action in bankruptcy court, on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

**27. FINANCIAL STATEMENTS/ADDITIONAL DOCUMENTS.** Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the financial condition and operations of Lessee and such additional documents as are reasonably requested by Lessor. Lessee authorizes Lessor, its successors, assigns and potential assigns, to obtain a personal credit profile from a national credit bureau for purposes of update, renewal or extension of credit and for reviewing or collecting this Lease and to share information it obtains on Lessee with others.

**28. ARBITRATION.** Any controversy or claim arising out of this lease or the breach thereof may at the option of Lessor be settled by arbitration in accordance with the LAWS OF THE STATE OF WASHINGTON and judgment upon the award rendered by the arbiter(s) may be entered in any court having jurisdiction thereof. Arbitration shall be held in the City of Tacoma, State of Washington.

**29. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; NO WAIVER.** This instrument constitutes the entire agreement between Lessor and Lessee. No provision of this Lease shall be modified or rescinded unless in writing signed by a representative of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**30. SEVERABILITY.** This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

**31. FACSIMILE.** If a signed copy of this Lease or any associated document is delivered to Lessor by facsimile transmission, it shall be binding on Lessee, and Lessee agrees, notwithstanding any rule of evidence to the contrary, that such facsimile signature of Lessee shall be deemed an original signature.

**32. AUTHORITY TO SIGN.** If Lessee is a partnership, limited liability company (LLC), or corporation, the person signing the Lease on behalf of such partnership, LLC or corporation hereby warrants that (s)he has full authority from the partnership, LLC, or corporation to sign this lease and obligate the partnership or corporation.

**33. TITLING AND REGISTRATION.** Should any of the Equipment be a titled vehicle, Lessee agrees to provide Lessor all original title documentation and to cooperate fully in the process of titling the vehicle as Lessor directs. All registration, titling, plate, permit and license costs are the sole responsibility of the Lessee. In addition to the actual cost of titling each vehicle, Lessee agrees to pay Lessor a \$250 title processing fee which may include a profit to Lessor and its agents.

# EQUIPMENT LEASE GUARANTY

LESSOR: **BSB Leasing, Inc.**  
6 Inverness Court East, Ste 125  
Englewood, CO 80112

LEASE NO: \_\_\_\_\_

DATE OF LEASE: \_\_\_\_\_

This Guaranty Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
by \_\_\_\_\_ Mitchell J. Chalsen, Anthony Corso \_\_\_\_\_ (hereinafter referred to collectively as "Guarantor"),  
in favor of \_\_\_\_\_ BSB Leasing, Inc. \_\_\_\_\_ (hereinafter referred to as "Lessor").

WHEREAS, it is contemplated that Lessor may enter into a lease and/or other related agreements (hereinafter collectively "Lease") with  
\_\_\_\_\_ C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage \_\_\_\_\_ (hereinafter collectively "Lessee"); and

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to the benefit of Guarantor that Lessor enter into the Lease with Lessee, and Guarantor has read the proposed Lease in full and finds the terms of said Lease acceptable, and in recognition that Lessor would be unwilling to enter into the Lease without the Guaranty hereinafter set forth, and in recognition of Lessor's reliance upon the Guaranty in entering into the Lease;

NOW, THEREFORE, in order to induce Lessor to enter into the Lease, Guarantor, jointly and severally, unconditionally guarantees the faithful and full performance by Lessee of all terms and conditions of the Lease. In the event of default by Lessee, or failure to faithfully perform any of the terms or conditions required of Lessee under the Lease, or in the event of failure of Lessee to make any or all payments of money required of it under the Lease, Guarantor unconditionally promises to pay to Lessor, in lawful money of the United States, all sums at any time due and unpaid under the Lease, plus costs of collection, including reasonable attorney fees with or without trial, and upon appeal and review.

The obligations of Guarantor hereunder are joint and several and independent of the obligations of Lessee under the Lease, and a separate action or actions may be brought against Guarantor, whether action is brought against Lessee or whether Lessee be joined in any action or actions, the liability of Guarantor hereunder being primary. Guarantor hereby waives the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantor authorizes Lessor, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to renew, extend, accelerate, or otherwise change the payment terms or other terms of the Lease or any part thereof by agreement with the Lessee or as otherwise permitted under the terms of the Lease. Lessor may, without notice, assign this Guaranty in whole or in part.

Guarantor hereby waives any right to require Lessor to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by Lessor; or (c) pursue any other remedy in Lessor's power. Guarantor waives any defense arising by reason of any defense of Lessee, or by reason of the cessation, from any cause whatsoever, of the liability of Lessee under the Lease. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lessor may apply all proceeds received from Lessee or others to such part of Lessee's indebtedness as Lessor may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty.

If Lessee is a corporation, the undersigned warrant and represent that they are stockholders, directors or officers and/or are financially or otherwise interested in Lessee, and, if married, their marital communities are so interested.

This Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Lessor.

This instrument constitutes the entire agreement between Lessor and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**THIS AGREEMENT IS GOVERNED BY WASHINGTON LAW. GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES NOT TO CLAIM THAT PIERCE COUNTY, WASHINGTON IS AN INCONVENIENT PLACE FOR TRIAL. AT LESSOR'S SOLE OPTION, JURISDICTION AND VENUE (LOCATION) FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THIS AGREEMENT, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN PIERCE COUNTY, STATE OF WASHINGTON. GUARANTOR WAIVES THE RIGHT OF JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE LEASE. GUARANTOR HEREBY AUTHORIZES LESSOR TO OBTAIN PERSONAL CREDIT BUREAU REPORTS ON GUARANTOR.**

**IMPORTANT: THIS AGREEMENT CREATES SPECIFIC LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING YOU COMPLETELY AGREE TO ITS TERMS.**

IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

GUARANTOR: Mitchell J. Chalsen

GUARANTOR: Anthony Corso

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE

SIGNATURE

33 Meadow St.

431 Jefferson Ave.

HOME ADDRESS

HOME ADDRESS

Tarry Town, NY 10591

Haworth, NJ 07641

CITY

STATE

ZIP

CITY

STATE

ZIP

HOME PHONE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

WITNESS

WITNESS

LESSOR: BSB Leasing, Inc. LEASE NUMBER \_\_\_\_\_  
6 Inverness Ct East #125  
Englewood, CO 80112 DATE OF LEASE \_\_\_\_\_

LESSEE: C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage

## ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT BY LESSEE

“See Exhibit A attached hereto and made a part hereof”

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected, and is operating satisfactorily in all respects for all of Lessee’s intended uses and purposes. Lessee hereby accepts unconditionally and irrevocably the Equipment.

Lessee hereby accepts unconditionally and irrevocably the Equipment.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment has not been delivered, installed, or accepted on a trial basis.

WITH THE DELIVERY OF THIS DOCUMENT TO LESSOR, LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE’S OBLIGATIONS TO LESSOR BECOME ABSOLUTE AND IRREVOCABLE AND LESSEE SHALL BE FOREVER ESTOPPED FROM DENYING THE TRUTHFULNESS OF THE REPRESENTATIONS MADE IN THIS DOCUMENT.

DATE OF ACCEPTANCE:

LESSEE: C & C Business Enterprises, Inc. DBA Mi-Box  
Moving & Mobile Storage

\_\_\_\_\_

\_\_\_\_\_  
Mitchell J. Chalsen, President

\_\_\_\_\_

I HEREBY AUTHORIZE \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_

**IMPORTANT:** THIS DOCUMENT HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU. DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE ACTUALLY RECEIVED ALL OF THE EQUIPMENT AND ARE COMPLETELY SATISFIED WITH IT.

TO ORALLY VERIFY MY/OUR ACCEPTANCE OF THE ABOVE REFERENCED EQUIPMENT IN MY ABSENCE

**Exhibit "A"**

Vendor I: MI Box Holding Company 511 Oak Leaf Ct., Ste. B Joliet IL 60436

**Equipment Location:** 8 Carol Avenue , West Haverstraw, NY 10993

**Description & Serial Number**

New (6) 16 ft. Storage Containers 16ft X 8ft X 7.5ft (approx) Includes Galvanized finish and decals sets

\_\_\_\_\_  
President

Mitchell J. Chalsen

Lessee Reference: C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage

**INSURANCE AUTHORIZATION**

(To be completed and signed by customer)

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Complete agent's name, address and phone number)

We have entered into a lease/equipment financing agreement with **BSB Leasing, Inc.** ("Bank") under which the Bank will lease/finance the property described in the attached copy of the top portion of the agreement. In accordance with our obligations please provide **BSB Leasing, Inc. and/or its successors and assigns, PO Box 2149 Gig Harbor, WA 98335** with evidence of insurance including:

- a. An endorsement showing primary all risk or its equivalent coverage for the equipment (**Property and Theft**) for not less than the aggregate Equipment Cost of **\$23,800.02** (for vehicles comprehensive and collision coverage with deductibles of not more than \$1,000). **The Bank must be named as Loss Payee.**
- b. An endorsement showing combined public liability and property damage insurance with a single limit of not less than \$500,000 per occurrence, or such other amount as the Bank may require on notice to Lessee, **the Bank must be named as Additional Insured.**
- c. A standard 10-days notice of cancellation or revision in our coverage in favor of the Bank.
- d. An endorsement providing the Bank full breach of warranty protection, if applicable.
- e. The *equipment description* and *equipment value* must be listed on the certificate.

Date:

\_\_\_\_\_ C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage  
\_\_\_\_\_ LEGAL NAME OF LESSEE/DEBTOR ABOVE

By:

\_\_\_\_\_ Mitchell J. Chalsen Title

**Acceptance of Equipment and Amendment to Lease (the "Amendment")**

This agreement entered into between C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage ("Lessee") and BSB Leasing, Inc. ("Lessor"), with respect to that certain lease agreement between Lessee and Lessor on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Lease").

Lessee has requested that Lessor advance funds in connection with the Lease prior to the equipment subject to the Lease (the "Equipment") being delivered to Lessee. Lessor would be unwilling to do so but for the agreement of Lessee to start the Lease, and but for Lessee's promise that each and every of the lease payments will be made in a timely manner, regardless of any issues with respect to nondelivery, misdelivery, nonperformance or misperformance of the Equipment. Except as specifically addressed herein, all other terms and conditions of the Lease remain in full force and effect, and all terms hereof are subject to the terms of the Lease.

Lessee has advised Lessor that the supplier (the "Vendor") of the Equipment requires that all or a portion of the purchase price be submitted to Vendor prior to Vendor delivering the Equipment to the location of Lessee. Lessee has requested that Lessor advance funds to Vendor accordingly. Lessee hereby accepts the Equipment unconditionally and for all purposes of the Lease, and accepts the equipment "as is – where is". Lessee further waives its right to revoke acceptance of the Equipment, and understands that once it has accepted the Equipment by execution hereof, all of its obligations under the Lease become absolute, unconditional and noncancellable.

- I. In consideration of Lessor's agreement to advance funds as requested above, Lessee agrees to immediately commence payments under the Lease, even though all of the Equipment may not yet be installed. Lessee agrees that, in order to induce Lessor to make payment as described above, the Lease will be in full force and effect immediately upon execution of this Amendment, as will Lessee's duty to make all payments and to fulfill all other obligations pursuant to the Lease. Should any item of Equipment not be delivered, Lessee alone shall be responsible and shall have recourse only to the appropriate Vendor. By execution of this Amendment, Lessee unconditionally accepts and acknowledges said Lease and the Equipment, and agrees the Lease is in full force and effect and not subject to any defenses or rights of set-off against Lessor. Nondelivery of any item of Equipment shall not relieve Lessee of the obligation of payment in full under the Lease.
- II. In the event that Lessee has any disagreement or complaint with respect to the Equipment, Lessee shall look only to persons other than Lessor or its assigns, and shall not assert against Lessor or its assigns any claim or defense Lessee may have with reference to the Equipment, its installation, delivery, nondelivery or misperformance.
- III. Lessee understands that the Lease as amended, and Lessor's right, title and interest to the Lease, this Amendment and the Equipment, may be assigned or transferred to one or more assignees of Lessor at any time, without notice or consent of Lessee, in which event any subsequent assignee will succeed to all of Lessor's rights, title and interest under the Lease as amended, and as to such assignees, Lessee will not assert any claims or defenses it might be entitled to assert against Lessor.
- IV. This Amendment is expressly incorporated into the Lease, and all terms of the Lease not directly modified by this Amendment shall remain in full force and effect, fully binding upon parties hereto.

Agreed to by and between the undersigned parties this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Lessee: C & C Business Enterprises, Inc. DBA  
Mi-Box Moving & Mobile Storage

Lessor: BSB Leasing, Inc.

\_\_\_\_\_  
Mitchell J. Chalsen, President

\_\_\_\_\_  
Authorized Representative



**ADDENDUM TO LEASE AGREEMENT**

This addendum is attached to and forms part of that certain lease (hereinafter "Lease") dated as of \_\_\_\_\_ between (hereinafter "Lessor") \_\_\_\_\_ BSB Leasing, Inc. and \_\_\_\_\_ C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage \_\_\_\_\_ (hereinafter "Lessee") for the following described equipment (hereinafter "Equipment"):

**" See Exhibit A "**

In consideration of the mutual covenants herein contained and for other good and valuable consideration, the Lease is hereby amended to include the following:

For so long as no event of default has occurred and is continuing, the Lessor agrees to sell and the Lessee hereby commits to purchase the Equipment upon the expiration of the lease for the amount of  \$1.00  plus any applicable taxes ("Purchase Price").

The Purchase Price, plus any applicable taxes, shall be due and payable by Lessee in full on the first day following the expiration of the Lease.

Upon receipt by the Lessor of the full Purchase Price, Lessor will furnish Lessee with a bill of sale warranting good title to the equipment, excepting any impairment thereof by reason of any acts by the Lessee or those making claim against the Lessee. The bill of sale will also provide that the purchase shall be "AS IS" and WITH NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Except as specifically provided herein, all the terms and conditions of the Lease are unaffected and shall remain in full force and effect.

**LESSEE:** C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage

**LESSOR:** BSB Leasing, Inc.

**BY:** \_\_\_\_\_  
Mitchell J. Chalsen, President

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

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

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

Submit Applications to: Newport Financial Partners

Ext:

Fax: 949-612-0258 Email:

|   |  |   |   |                                    |                 |
|---|--|---|---|------------------------------------|-----------------|
| <b>LESSEE</b> Important to set out the full legal name of Lessee  |  |   | Fed. Tax I.D. #: 26-2276680             |                                    |                 |
| Company Name & w/dba<br>C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage   |  |   |   |                                    |                 |
| Billing Address<br>8 Carol Avenue   |  | City<br>West Haverstraw   | County<br>NY                            |                                    | State<br>NY     |
| Telephone No.<br>845-947-3300 ext.  |  | Fax No.   | Contact Person<br>Mitchell J. Chalsen   |                                    | Title           |
| No. of Years in Business Under current Ownership:<br>4  |  | Nature of Business:<br>Moving & Mobile Storage  |   | Type of Business:<br>Corporation   |                 |
| <b>EQUIPMENT LOCATION</b> Complete only if equipment will not be located at Lessee's billing address  |  |   |   |                                    |                 |
| Address<br>8 Carol Avenue   |  | City<br>West Haverstraw   | County                                  |                                    | State<br>NY     |
|   |  |   |   |                                    | Zip<br>10993    |
| <b>PERSONAL INFORMATION ON MAJORITY STOCKHOLDERS/OWNERS</b>   |  |   |   |                                    |                 |
| Name<br>Mitchell J. Chalsen   |  | Title<br>President  | % of Ownership<br>50                    | Social Security No.<br>191-52-0196 |                 |
| Home Address<br>33 Meadow St.   |  | City<br>Tarry Town  | State<br>NY                             | Zip<br>10591                       | Home Phone No.  |
| Name<br>Anthony Corso   |  | Title   | % of Ownership<br>50                    | Social Security No.<br>158-54-3230 |                 |
| Home Address<br>431 Jefferson Ave.  |  | City<br>Haworth   | State<br>NJ                             | Zip<br>07641                       | Home Phone No.  |
| <b>COMPANY BANK REFERENCES - MUST HAVE TWO YEAR HISTORY (Important to establish any loan history)</b>   |  |   |   |                                    |                 |
| Name of Bank/Branch<br>Hudson Valley Bank   |  | How Long?   | Chkg. Acct. #1301947301<br>Loan Acct. # | Telephone No.<br>914-961-6100      | Contact Officer |
| Previous Bank (If account is less than 2 yrs. old)  |  | How Long?   | Chkg. Acct. #<br>Loan Acct. #           | Telephone No.                      | Contact Officer |
| <b>TRADE REFERENCES AND OTHER LEASES - TWO YEAR HISTORY (Important to establish high credit and payment history)</b>  |  |   |   |                                    |                 |
| Name of Supplier  |  | City/State/Zip  | Telephone No.<br>ext.                   | Contact Person                     |                 |
| Name of Supplier  |  | City/State  | Telephone No.<br>ext.                   | Contact Person                     |                 |
| <b>EQUIPMENT TO BE LEASED</b> Attach separate list if necessary   |  |   |   |                                    |                 |
| Quantity:   |  | Description: New (6) 16 ft. Storage Containers 16ft X 8ft X 7.5ft (approx) Includes Galvanized finish and decals sets |   |                                    |                 |
| <b>VENDOR INFORMATION</b>   |  |   |   |                                    |                 |
| Vendor Name MI Box Holding Company  |  |   |   | Equipment Cost: \$23,800.02        |                 |
| Vendor Address<br>511 Oak Leaf Ct., Ste. B , Joliet IL 60436  |  |   | Telephone No.<br>ext.                   | Fax No.                            |                 |
| <b>LEASE TERM</b>   |  | <b>Months</b>   |   |                                    |                 |
| <b>AUTHORIZATION FORM:</b>  |  |   |   |                                    |                 |
| By signing below, each undersigned individual (s), who is either a principal of the credit applicant listed below or a personal guarantor of its obligations, provides written instruction to BSB Leasing, Inc. or its designee (and any assignee or potential assignee thereof) authorizing review of his or her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering the application of the credit applicant and subsequently for the purposes of update, renewal or extension of such credit and for reviewing or collecting the resulting account. |  |   |   |                                    |                 |
| I authorize all deposit, borrowing, and trade information to be released to the Lessor. I represent all information is true, correct and complete. A photo static or facsimile copy of this authorization shall be as valid as the original.  |  |   |   |                                    |                 |
| <input checked="" type="checkbox"/>   |  |   | President                               |                                    |                 |
| Name (please print): Mitchell J. Chalsen  |  |   | Title                                   | Date                               |                 |
| <input checked="" type="checkbox"/>   |  |   |   |                                    |                 |
| Name (please print): Anthony Corso  |  |   | Title                                   | Date                               |                 |

## DECLARATION & AUTHORIZATION FORM

I (We) acknowledge that BSB Leasing, Inc. is the leasing company of record for C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage and my account manager is George Bojorkuez of Newport Financial Partners.

By signing below, each undersigned individual(s), who is either a principal of the credit applicant listed below or a personal guarantor of its obligations, provides written instruction to BSB Leasing, Inc. or its designee (an any assignee or potential assignee thereof) authorizing review of his or her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering the application of the credit applicant and subsequently for the purposes of update, renewal or extension of such credit and for reviewing or collecting the resulting account. BSB Leasing, Inc. will retain an amount equal to 1% of the leased/financed equipment cost plus any documentation and/or site inspection fees to cover its out of pocket expenses if an executed lease/finance agreement is cancelled by customer prior to commencing.

I (We) authorize all deposit, borrowing and trade information to be released to BSB Leasing, Inc. A photo static or facsimile copy of this declaration & authorization form shall be valid as the original.

Lessee/Customer: C & C Business Enterprises, Inc. DBA Mi-Box Moving & Mobile Storage

|                     |       |            |      |            |
|---------------------|-------|------------|------|------------|
| [Redacted]          | Title | [Redacted] | Date | [Redacted] |
| Mitchell J. Chalsen |       |            |      |            |
| [Redacted]          | Title | [Redacted] | Date | [Redacted] |
| Anthony Corso       |       |            |      |            |
| [Redacted]          | Title | [Redacted] | Date | [Redacted] |
| [Redacted]          | Title | [Redacted] | Date | [Redacted] |
| [Redacted]          | Title | [Redacted] | Date | [Redacted] |