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Attorneys for Defendants
AKIN FORD CORP., a Georgia Corporation

FEB 22 '13 AM 9:31

FILED
Clerk of the Superior Court

FEB 22 2013

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO COUNTY**

AKIN FORD CORP., a Georgia
Corporation,

Plaintiff,

vs.

LEASING INNOVATIONS,
INCORPORATED, a California
Corporation; HEATHER G. FRITZ; FIRST
STATE BANK OF THE FLORIDA KEYS,
a Florida Bank; and DOES 1' through 10
Inclusive,

Defendants.

Case No. 37-2013-00035940-CU-MC-CTL

COMPLAINT

1. For Declaratory Relief
2. For Accounting
3. For Breach of Lease
4. For Injunctive Relief
5. For Fraud in the Inducement
6. Unfair Business Practice

Plaintiff complains and alleges:

I.

JURISDICTION AND VENUE

Parties

1. Plaintiff AKIN FORD CORP. ("AKIN FORD") is a Georgia Corporation with its principal place of business in Winder, Georgia.

2. Defendant LEASING INNOVATIONS, INCORPORATED ("LEASING INNOVATIONS") is a California Corporation with its principal place of business in Solano Beach, California.

1 3. Defendant HEATHER G. FRITZ ("FRITZ") is the President of Defendant
2 LEASING INNOVATIONS, and participated in the actions and omissions which are the
3 subject matter of this lawsuit. She is a resident of San Diego County, State of California.

4 4. Defendant FIRST STATE BANK OF THE FLORIDA KEYS ("FIRST
5 STATE BANK") is a Florida State chartered bank, with its principal place of business in
6 Key West Florida.

7 5. DOES 1 through 10 Inclusive are persons and entities unknown to Plaintiff
8 who may hold some interest in the personal property equipment lease which is the subject
9 matter of this litigation. Plaintiff will amend this Complaint when the same have been
10 ascertained.

11 Venue and Jurisdiction

12 6. Venue is proper in this Court due to the fact that Defendant LEASING
13 INNOVATIONS' principal place of business is located in Solano Beach, San Diego
14 County, California. In addition, the Leases sued upon contain a forum selection clause
15 which requires that this County hear the matter. See Exhibits "1" and "2" paragraph 21.
16 Jurisdiction is also proper in that Defendants LEASING INNOVATIONS and Defendant
17 FRITZ are residents of, or have their principal place of business in, the State of
18 California, County of San Diego.

19 7. Jurisdiction over Defendant FIRST STATE BANK is proper because it
20 contracted with Defendant LEASING INNOVATIONS to either own the leases which
21 are the subject matter of this lawsuit, or received an assignment of the leases for collateral
22 purposes as part of a loan from Defendant FIRST STATE BANK to Defendant
23 LEASING INNOVATIONS. Plaintiff is unsure whether the subject transaction was an
24 outright sale of the lease paper to Defendant LEASING INNOVATIONS without
25 recourse or was assigned as collateral for an advance by FIRST STATE BANK to
26 LEASING INNOVATIONS, or was in the form of some other transaction.

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II.

FACTS

Contract to Issue Lease

8. On or about May 23, 2012, Plaintiff and Defendants LEASING INNOVATIONS and FRITZ entered into a written contract, consisting of a letter counter-signed by both Plaintiff and Defendants whereby Plaintiff would lease from Defendant LEASING INNOVATIONS certain personal property equipment identified in this letter, a true and correct copy of which is attached hereto as Exhibit "1."

9. Said Letter of May 23, 2012, (Exhibit "1"), was signed by Defendant FRITZ, as President of Defendant LEASING INNOVATIONS, and in said letter, she represented and promised that Defendant LEASING INNOVATIONS would provide financing to Plaintiff and that said financing could be paid off prior to maturity without Plaintiff incurring any charges for unearned interest.

10. Plaintiff reasonably relied on the representations of Defendant FRITZ that Defendant LEASING INNOVATIONS would allow Plaintiff to terminate the Leases early without charging Plaintiff unearned interest.

Entering of Leases

11. On or about July 5, 2012, in Solano Beach, California, Plaintiff and Defendants entered into a first personal property equipment lease for equipment identified in the Letter, Exhibit "1" and more specifically set forth in the equipment lease identified as Lease No. HGF060312. A true and correct copy of the lease is attached hereto, marked Exhibit "2," and incorporated herein by reference.

12. On or about July 5, 2012, in Solano Beach, California, Plaintiff and Defendant entered into a second personal property equipment lease for equipment identified in the Letter, Exhibit "1" and more specifically set forth in the equipment lease identified as Lease No. HGF060312-2. A true and correct copy of that lease is attached hereto, marked Exhibit "3," and incorporated herein by reference.

13. The Leases, Exhibits "2" and "3" are not *per se* true leases, but are instead

1 leases intended as security as defined by California Commercial Code § 1203, in that the
2 Leases contain a purchase option for nominal value, i.e., one dollar (\$1). The Leases,
3 Exhibits “2” and “3” are therefore loans under California law.

4 14. Defendant LEASING INNOVATIONS was the servicer of the Leases, and
5 presently remains the servicer of the Leases, and has collected and continues to collect
6 payments from Plaintiff.

7 15. On or about June 28, 2012, Defendant LEASING INNOVATIONS filed a
8 UCC-1 Financing Statement on the equipment subject to the two Leases, Exhibits “2”
9 and “3” as UCC Control No. 007-2012-016508 06/28/12 BARROW .

10 Assignment of Leases as Collateral or Sale

11 16. Plaintiff is informed and believes that on or about July 13, 2012, Defendant
12 FIRST STATE BANK was assigned some interest in the two Leases in some capacity.
13 Plaintiff is presently unaware whether the assignment was for collateral purposes, e.g., a
14 loan from Defendant FIRST STATE BANK to Defendant LEASING INNOVATIONS,
15 or was an outright sale of the Leases.

16 Illegal Nature of Leases

17 17. Under California law, an entity which makes more than one loan per year is
18 required to be licensed under the California Financial Lenders Law, *Financial Code* §
19 22000 *et seq.*, to wit, *Financial Code* §§ 22009, 22100.

20 18. Plaintiff is informed and believes and thereon alleges that Defendant
21 LEASING INNOVATIONS made more than one loan in California in 2012 and
22 continues to make more than one loan per year. Defendant LEASING INNOVATIONS
23 was not, and is not, licensed as a Financial Lender.

24 19. The applicable interest rate on the loans is approximately 18%, which is in
25 excess of the legal interest allowed to be charged under the California Constitution. The
26 maximum legal rate of interest is 10%. Thus, the loan is usurious under California Law
27 and all payments made to date and in the future (until all principal is paid) must be
28 credited to the payment of principal, and no interest whatsoever may be charged. *See e.g.*

1 *Rochester Capital Leasing Corp. v. K & L Litho Corp.* (1970) 13 Cal.App.3d 697

2 Refusal of Defendants to Honor Lease Commitment Letter

3 20. On or about January 22, 2013, Plaintiff contacted Defendant LEASING
4 INNOVATIONS to arrange for an early payoff, and Defendant LEASING
5 INNOVATIONS refused to honor the written representations that it made, through the
6 letter signed by its President, Defendant FRITZ, and insisted upon charging Plaintiff for
7 unearned interest, because it was stated to Plaintiff, Defendant LEASING
8 INNOVATIONS had to repay a loan based on the two Leases, and therefore could not
9 honor the loan commitment, (Exhibit "1").

10 III.

11 FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF

12 (Against All Defendants)

13 21. Plaintiff realleges paragraphs 1-20.

14 22. As a result of the dispute between Plaintiff and Defendants, over the
15 promises made that Plaintiff would not be charged for unearned interest, a Declaration of
16 the parties' respective rights and obligations is necessary to determine if Plaintiff is liable
17 for unearned interest, despite the written promises made by Defendants.

18 23. Moreover, Plaintiff asserts, and the Defendants dispute, that the Leases are
19 usurious and that Plaintiff is entitled to have the leases re-amortized to credit all prior
20 payments to principal.

21 24. Plaintiff seeks a declaration as to the parties' rights and obligations on each
22 of these points.

23 25. Plaintiff has no adequate remedy at law.

24 26. Plaintiff is entitled to its reasonable attorney fees pursuant to contract

25 IV.

26 SECOND CAUSE OF ACTION FOR ACCOUNTING

27 (Against all Defendants)

28 27. Plaintiff realleges paragraphs 1-26.

1 28. As a result of Defendant charging interest in excess of the amount allowed
2 to be charged under the California Constitution, Plaintiff is entitled to a credit and a
3 return of monies paid by Plaintiff to Defendant LEASING INNOVATIONS, in an
4 amount to be determined by this Court. Therefore, an accounting is necessary to
5 determine how much money to be refunded to Plaintiff.

6 29. Plaintiff is entitled to its reasonable attorney fees pursuant to contract.

7 V.

8 **THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT**

9 (Against Defendants LEASING INNOVATIONS and DOES 1-10)

10 30. Plaintiff realleges paragraphs 1-26.

11 31. As a result of the Letter, Exhibit "1" and the two Leases, Exhibits "2" and
12 "3," a contract was formed between Plaintiff and Defendants, the salient terms of which
13 were that Plaintiff was allowed to refinance the Leases without incurring a penalty for
14 unearned interest.

15 32. In January, 2013, Plaintiff requested that Defendants honor the terms of the
16 contract and allow Plaintiff to refinance the obligation without charging it for unearned
17 interest.

18 33. Defendant's refused to honor the terms of the contract and are therefore in
19 breach of the contract.

20 34. As a proximate result of the breach, Plaintiff is entitled to actual damages
21 according to proof.

22 35. Plaintiff is entitled to its reasonable attorney fees pursuant to contract.

23 VI.

24 **FOURTH CAUSE OF ACTION FOR INJUCTION**

25 (Against Defendants LEASING INNOVATIONS and DOES 1-10)

26 36. Plaintiff realleges paragraphs 1-26.

27 37. Defendant LEASING INNOVATIONS is currently operating in California
28 without a California Lender's License, as required by California law. Its actions of

1 making loans in California constitute the conducting an illegal lending institution, which
2 is an unfair business practice under California *Business and Professions Code* § 17200 et
3 seq., and Plaintiff, pursuant to California Business and Professions Code §§ 17204 and
4 17535, is entitled to an injunction requiring Defendant to cease all lending activity unless
5 and until it obtains a California Lender's License.

6 38. There is no adequate remedy at law and Plaintiff and other borrowers will
7 suffer irreparable harm if an injunction is not granted

8 39. In balancing the equities as between a victim of illegal loan activity and an
9 un-licensed lender, the equities favor the Plaintiff

10 40. Therefore, an injunction should issue restraining Defendant from engaging
11 in any lending activity without a California Lender's License.

12 **VII.**

13 **FIFTH CAUSE OF ACTION FOR FRAUD IN THE INDUCEMENT**

14 (Against Defendants LEASING INNOVATIONS, Does 1-10 and HEATHER G. FRITZ)

15 41. Plaintiff reallages paragraphs 1-26.

16 42. The false, fraudulent, and intentional misrepresentations made by
17 Defendants LEASING INNOVATIONS and FRITZ constitute fraudulent inducement,
18 and Plaintiff has been damages in any amount of unearned interest it is forced to pay in
19 violation of the written promises made by Defendants.

20 43. The actions of Defendants LEASING INNOVATIONS and FRITZ are
21 tantamount to obtaining money or property by false pretenses and is, therefore, a crime
22 under California *Penal Code* § 496(c), and Plaintiff is entitled to an award of treble
23 damages in addition to compensatory damages.

24 44. The representations of Defendants LEASING INNOVATIONS and FRITZ
25 were intentional and Defendants are guilty of oppression, fraud, or malice, and Plaintiff is
26 entitled to an award of punitive damage, in addition to compensatory damages.

27 45. Plaintiff is entitled to an award of punitive damages and treble damages.

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VIII.

SIXTH CAUSE OF ACTION FOR UNFAIR BUSINESS PRACTICE

(Against LEASING INNOVATIONS, HEATHER G. FRITZ

and DOES 1 – 10, Inclusive)

46. Plaintiff realleges paragraphs 1-26.

47. The procedure by which Defendant LEASING INNOVATIONS promises one thing in writing and then refuses to honor its written promises is an unfair business practice as defined by California Business & Professions Code § 17200 et seq.

48. Additionally, in that (a) Defendant LEASING INNOVATIONS is unlicensed and making more than 1 loan per year, and (b) the procedure and practice of Defendants LEASING INNOVATIONS AND FRITZ promising one thing in writing and doing another, Defendants' practices are unlawful and constitutes an unfair business practice under California *Business & Professions Code* §17200 et seq.

49. Plaintiff has suffered actual injury as a result of the payments it has made to Defendants and as a result of the continued liability on the subject Leases, with their usurious interest rates.

50. Plaintiff is entitled to an injunction restraining Defendants from engaging in unlicensed lending and from issuing false loan commitments under California *Business & Professions Code* §§ 17204 and 17535, and for an order for the restitution of any illegal interest charged to Plaintiff, under. California *Business & Professions Code* §§ 17200, et seq.

51. Upon the obtaining of the requested injunctive relief herein, Plaintiff is entitled to attorney's fees as a result of the benefit derived for the public, under California Code of Civil Procedure § 1021.5.

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1 **WHEREFORE**, Plaintiff prays for Judgment as follows

2 As To The First Cause of Action for Declaratory Relief

3 1. For a Declaration that the Leases in question are usurious and that Defendants
4 have no exemption and therefore must be re-amortized crediting all payments to
5 principal, and for a Declaration as to what is owed in accordance with the lack of
6 Defendant's license.

7 2. For Plaintiff's reasonable attorney fees;

8 As To The Second Cause of Action for Accounting

9 3. For an Order of Accounting as to what sum might be owed as between the
10 parties;

11 4. For Plaintiff's reasonable attorney fees;

12 As To The Third Cause of Action for Breach of Contract

13 5. For actual damages, according to proof

14 6. For Plaintiff's reasonable attorney fees

15 As To The Fourth Cause of Action for Injunctive Relief

16 7. For a Temporary and Permanent Injunction, restraining Defendants from
17 engaging in lending activities without an applicable Financial Lender's License from the
18 Department of Corporations, and

19 An To The Fifth Cause of Action for Fraud in the Inducement

20 8. For compensatory damages, according to proof

21 9. For punitive damages, according to proof

22 10. For treble damages according to *Penal Code* § 496(c)

23 As To The Sixth Cause of Action for Unfair Competition

24 11. For an order for restitution of all illegal interest collected by the Defendants

25 12. For an injunction restraining Defendants from engaging in unlawful or unfair
26 business practices as alleged

27 13. For attorney fees pursuant to statute.

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BARTON, KLUGMAN & OETTING LLP

350 SOUTH GRAND AVENUE, SUITE 2200
LOS ANGELES, CALIFORNIA 90071-3485
TELEPHONE (213) 621-4000

1 As To All Causes of Action

2 14. For costs of suit incurred herein

3 15. For such other relief as the Court deems just and proper.

4
5 Dated: February 21, 2013

BARTON, KLUGMAN & OETTING LLP

6
7 By:

Thomas E. McCurnin

8 Thomas E. McCurnin
9 Attorneys for Plaintiff
10 AKIN FORD INC.
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EXHIBIT “1”



261 N. Highway 101
Solana Beach, CA 92075
Ph. 858.259-4794 Fax 858.259.7076

May 23, 2012

Brad Akins
AKIN FORD CORP.
220 West May Street
Winder, GA 30680-0280

Dear Mr. Akins,

Leasing Innovations, Incorporated is pleased to offer the following proposal for the financing of your New Frazier Service Co. Energy Retrofit Equipment (equipment subject to Lessor review of soft costs) in the amount of \$854,550.28 with the following provisions:

Option I

TERM:	36 Months
FREQUENCY:	Monthly, 2 payments in Advance
PAYMENT AMOUNT:	\$23,713.00(exclusive of tax)
REBATE:	\$122,121.40 (financing is net of rebate)
ADVANCE RENTALS:	Two Advance Payments, first and last month's payments due upon equipment delivery. Subsequent payments are due on the same day of every month thereafter.
END OF LEASE:	\$1.00 Buyout
PERSONAL GUARANTOR:	Corp. Only
CROSS CORPORATE:	BSA Dealership, LLC
SUBORDINATION:	Subordination of Notes Payable to Shareholders Required
INSPECTION:	Required (cost borne by lessee)
PREPAYMENT:	Allowed any time during lease term provided Lessee is current, with no prepayment penalty. Early payoff would mean that all payments owed would need to be current up to payoff date. Payoff would be calculated based on outstanding principal and accrued interest up to point of payoff. No future interest would be charged.
OTHER:	ACH Mandatory. Release of Lessor's Collateral from any Blanket Lien Filings, 2009 and 2010 (2011 when Available) Corporate Tax Returns for both Lessee and Cross Corporate Guarantor, 2011 Year End Financial Statements for Cross Corporate Guarantor, 2012 Current Interim Balance Sheet and Income Statement for both Lessee and Cross Corporate Guarantor upon closing, 2009 Personal Tax Return for Personal Guarantor (2011 when available), Credit Application Completed and Signed, Landlord Waiver, Master Lease with Schedules

Option II

TERM:	48 Months
FREQUENCY:	Monthly, 2 payments in Advance
PAYMENT AMOUNT:	\$20,280.00(exclusive of tax)
REBATE:	\$122,121.40 (financing is net of rebate)
ADVANCE RENTALS:	Two Advance Payments, first and last month's payments due upon equipment delivery. Subsequent payments are due on the same day of every month thereafter.
END OF LEASE:	\$1.00 Buyout
PERSONAL GUARANTOR:	Bradley Scott Akins (guarantor must own 51% or more of both obligated entities)
CROSS CORPORATE:	BSA Dealership, LLC
SUBORDINATION:	Subordination of Notes Payable to Shareholders Required
INSPECTION:	Required (cost borne by lessee)
PREPAYMENT:	Allowed any time during lease term provided Lessee is current, with no prepayment penalty. Early payoff would mean that all payments owed would need to be current up to payoff date. Payoff would be calculated based on outstanding principal and accrued interest up to point of payoff. No future interest would be charged.
OTHER:	ACH Mandatory. Release of Lessor's Collateral from any Blanket Lien Filings, 2009 and 2010 (2011 when Available) Corporate Tax Returns for both Lessee and Cross Corporate Guarantor, 2011 Year End Financial Statements for Cross Corporate Guarantor, 2012 Current Interim Balance Sheet and Income Statement for both Lessee and Cross Corporate Guarantor upon closing, 2009 Personal Tax Return for Personal Guarantor (2011 when available), Credit Application Completed and Signed, Landlord Waiver, Master Lease with Schedules

Option III

TERM:
FREQUENCY:
PAYMENT AMOUNT:
REBATE:
ADVANCE RENTALS:

END OF LEASE:
PERSONAL GUARANTOR:
CROSS CORPORATE:
SUBORDINATION:
INSPECTION:
PREPAYMENT:

60 Months
Monthly, 2 payments in Advance
\$17,574.00 (exclusive of tax)
\$122,121.40 (financing is net of rebate)
Two Advance Payments, first and last month's payments due upon equipment delivery.
Subsequent payments are due on the same day of every month thereafter.
\$1.00 Buyout
Bradley Scott Akins (guarantor must own 51% or more of both obligated entities)
BSA Dealership, LLC
Subordination of Notes Payable to Shareholders Required
Required (cost borne by Lessee)
Allowed any time during lease term provided Lessee is current, with no prepayment penalty.
Early payoff would mean that all payments owed would need to be current up to payoff date.
Payoff would be calculated based on outstanding principal and accrued interest up to point of
payoff. No future interest would be charged.
ACH Mandatory. Release of Lessor's Collateral from any Blanket Lien Filings, 2009 and 2010
(2011 when Available). Corporate Tax Returns for both Lessee and Cross Corporate Guarantor,
2011 Year End Financial Statements for Cross Corporate Guarantor, 2012 Current Interim
Balance Sheet and Income Statement for both Lessee and Cross Corporate Guarantor upon
closing. 2009 Personal Tax Return for Personal Guarantor (2011 when available), Credit
Application Completed and Signed. Landlord Waiver, Master Lease with Schedules

OTHER:

You have not yet been approved for financing. DOCUMENTATION WILL BE FORWARDED TO YOU FOR SIGNATURE after receipt of this signed proposal, completed credit application, and commitment fee, but is subject to credit approval. We look forward to working with you on this transaction and assisting you with any other equipment that you might need financing for. By signing this proposal you agree to pay a minimum of \$2,500.00 commitment fee. Prior to issuing a commitment, Lessor will perform additional due diligence in connection with the Lease and will initiate such due diligence upon the receipt from Lessee of the commitment fee. This is a non-refundable fee. In the event you are approved, the fee will be applied to the advance rentals in full. The commitment fee shall either (i) be applied to the advance payment in full; or (ii) if Lessee does not enter into the lease for any reason, the Initial Deposit shall be deemed a processing fee, and not a penalty, fully earned by Lessor, as consideration of and liquidated damages for Lessor's time, effort and expense in considering and responding to Lessee's Proposal. This sum is intended to compensate Lessor for Lessor's administrative and other costs in processing and approving this Proposal, and has been agreed on by Lessee and Lessor as a reasonable estimate of the administrative and other costs which will be incurred by Lessor in connection herewith. Upon approval, documentation with terms of your approval will be forwarded to the email address indicated below. Please note, additional financial information may be required, this is to include but not to be limited to ACH/EFT method of payment. This proposal shall be valid for 30 days.

Sincerely,
LEASING INNOVATIONS, INCORPORATED
Heather G. Fritz

ACCEPTED BY:
AKIN FORD CORP.

By [Signature]

Title: OWNER

Date: 5/24/12

Name and title of authorized signor: BRAD AKINS

Email address to send documents to: CAKINS@AKINFORD.COM

Option Chosen:

I II III

EXHIBIT "2"



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 <input type="checkbox"/> Quarterly	Minimum Term A	Amount of Each Rental Payment B	<input type="checkbox"/> Security Deposit \$
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

Title

6/20/12

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 any right or remedy shall operate as a waiver thereof. No waiver by Lessor of any default shall constitute a waiver by Lessor of 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 any 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

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

QTY DESCRIPTION

(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:

**LEASING INNOVATIONS,
INCORPORATED**

BY: 

TITLE: President

DATE: July 5, 2012

LESSEE:

AKIN FORD CORP.

BY: 

TITLE: PRES.

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:

LEASING INNOVATIONS, INCORPORATED

By: _____

Title: _____

Date: _____

LESSEE:

AKIN FORD CORP.

By:  _____

Title: _____

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:

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

Title

Signature

BRAD AKINS

OWNER



(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.

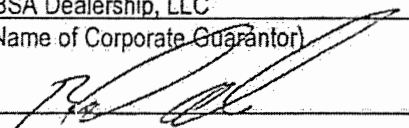
This guaranty shall be construed and enforced under the laws of the state of California.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 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., 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:

LESSEE:

LEASING INNOVATIONS,
INCORPORATED

AKIN FORD CORP.

BY: 

BY: 

TITLE: President

TITLE: 

DATE: July 5, 2012

DATE: June 20, 2012

EXHIBIT “3”



261 N. Highway 101
Solana Beach, CA 92075

Lease Agreement No. HGF060412-2

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)

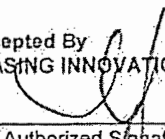
Quantity	Description			
SEE SCHEDULE A				
When Payable	<input checked="" type="checkbox"/> Monthly	Minimum Term	Amount of Each Rental Payment	<input type="checkbox"/> Security Deposit \$
	<input type="checkbox"/> Quarterly	A	B	
Check One	<input type="checkbox"/> Other	36 Months	\$9,029.00	<input checked="" type="checkbox"/> Advance Payment \$ 18,058.00
				Inclusive 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
President
Date Title

AKIN FORD CORP.

By 
Lessee's Signature
Owner
6/20/12
Witness's Signature and Date Title

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 self, 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, their 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 contract, 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, 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: (e) 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 of 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. HGF060412-2 (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

SEE SCHEDULE A

Equipment Cost: \$ 247,000.00


Sales Tax: \$ 10,160.57
(Included in Equipment Cost)

Amount Financed: \$ 257,160.57

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.: HGF060412-2

LESSEE: AKIN FORD CORP.

LESSOR: LEASING INNOVATIONS, INCORPORATED

QTY DESCRIPTION

- (14) Lighting Panels
Enclosure with back Plate, Unitary Breakout Board, Unitary Control, Power Supply
1 – MR-104/T Relay, 4 Lighting Connector – 4 port, Dinnable Cables
- (7) HVAC Panels
Enclosure with back plate, Unitary Breakout Board, Unitary Control, Power Supply, Space
Sensor, Duct Temp and Fan Status
- (7) UEI Panels
UEI Card, Power Supply and Enclosure
- (13) Override Timers
- (7) Dattus Gas Meters
- (8) Emon Electric Meters
- (1) Field Commander 6 with Enclosure
- (1) HI Solutions Software
- (21) Photo Cells for Lights
- (1) Conduit, Wire, Connectors, Hangers and Fittings
- (1) Graphics

(SEE ATTACHED APPLICABLE SERIAL NUMBERS)

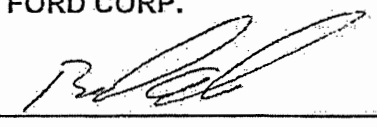
LESSOR:

LESSEE:

LEASING INNOVATIONS,
INCORPORATED

AKIN FORD CORP.

BY:  _____

BY:  _____

TITLE: President

TITLE: OWNER

DATE: June 20, 2012

DATE: July 5, 2012

RIDER

Rider attached to and made part of Lease Agreement No. HGF060412-2 (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: _____

President

July 5, 2012

LESSEE:

AKIN FORD CORP.

By: _____

Title: _____

Date: _____

OWNER President

June 20, 2012

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

(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 _____, 20_____.

(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. HGF060412-2 (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.

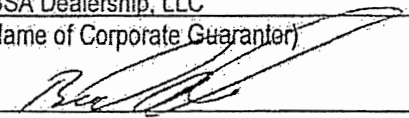
This guaranty shall be construed and enforced under the laws of the state of California.

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: 

BRAD ATKINS OWNER
(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: HGF060412-2

LESSEE: Akin Ford Corp.

VENDOR: Frazier Service Co.

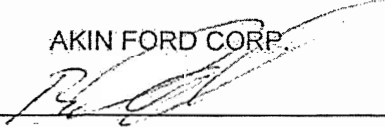
THIS RIDER shall amend a certain Lease Agreement ("Lease") by and between the Lessor, its successors and assigns ("Lessor") and the Lessee. In the event of any conflict or ambiguity between this Rider and the Lease on any particular subject matter, the terms of the Rider shall control.

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. HGF060412-2, (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:

LESSEE:

LEASING INNOVATIONS,
INCORPORATED

AKIN FORD CORP.

BY: 

BY: 

TITLE: President

TITLE: OWNER

DATE: July 5, 2012

DATE: June 20, 2012