

EXHIBIT 6

CONTINUING GUARANTY AGREEMENT

THIS CONTINUING GUARANTY AGREEMENT (the "Guaranty") made as of December __, 2008 by and between Mark W. Anstett, an individual residing at 1111 Estate Lane, Lake Forest, IL 60045 (the "Guarantor") and Fifth Third Bank (Chicago), a Michigan banking corporation located at 222 S. Riverside Plaza, 32nd Floor, Chicago, Illinois 60606 for itself and as agent for any affiliate of Fifth Third Bancorp ("Beneficiary").

WIT N E S S E T H:

WHEREAS, Beneficiary has agreed to extend credit and financial accommodations to Equipment Acquisition Resources, Inc., an Illinois corporation ("Borrower"), pursuant to the Term Note, dated December __, 2008, executed by Borrower and made payable to the order of Beneficiary (the "Note"), and all agreements, instruments and documents executed or delivered in connection with the foregoing or otherwise related thereto (together with any amendments, modifications, or restatements thereof, the "Loan Documents"); and

WHEREAS, Guarantor is affiliated with Borrower and, as such, shall be benefited directly by the transaction contemplated by the Loan Documents, and shall execute this Guaranty in order to induce Beneficiary to enter into such transaction.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, Guarantor hereby guarantees, promises and undertakes as follows:

1. GUARANTY.

(a) Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Beneficiary the full and prompt payment and performance when due {whether at maturity by acceleration or otherwise) of any and all loans, advances, indebtedness and each and every other obligation or liability of Borrower owed to Beneficiary and any affiliate of Fifth Third Bancorp, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Beneficiary or owed to others and acquired by Beneficiary by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every other obligation or liability arising under the Loan Documents, letters of credit now or hereafter issued by Beneficiary or any affiliate of Fifth Third Bancorp for the benefit of or at the request of Borrower, all obligations to perform or forbear from performing acts, any and all Rate Management Obligations (as defined in the Note), and all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and reasonable attorneys' fees incurred or other sums disbursed by Beneficiary or any affiliate of Fifth Third Bancorp under this Guaranty or any other document, instrument or agreement related to any of the foregoing (collectively, the "Obligations").

(b) This Guaranty is a continuing guaranty of payment, and not merely of collection, that shall remain in full force and effect until expressly terminated in writing by Beneficiary, notwithstanding the fact that no Obligations may be outstanding from time to time. Such termination by Beneficiary shall be applicable only to transactions having their inception after the effective date thereof, and shall not affect the enforceability of this Guaranty with regard to any Obligations arising out of transactions having their inception prior to such effective date, even if such Obligations shall have been modified, renewed, compromised, extended, otherwise amended or performed by Beneficiary subsequent to such termination. In the absence of any termination of this Guaranty as provided above, Guarantor agrees that Guarantor's obligations hereunder shall not be deemed discharged or satisfied until the Obligations are fully paid and performed, and no such payments or performance with regard to the Obligations is subject to any right on the part of any person whomsoever, including but not limited to any trustee in bankruptcy, to recover any of such payments. If any such payments are so set aside or settled without litigation, all of which is within Beneficiary's discretion, Guarantor shall be liable for the full amount Beneficiary is required to repay, plus costs, interest, reasonable attorneys' fees and any and all expenses that Beneficiary paid or incurred in connection therewith. A successor of Borrower, including Borrower in its capacity as debtor in a bankruptcy reorganization case, shall not be considered to be a different person than Borrower; and this Guaranty shall apply to all Obligations incurred by such successor.

(c) Guarantor agrees that Guarantor is directly and primarily liable to Beneficiary and that the Obligations hereunder are independent of the Obligations of Borrower, or of any other guarantor. The liability of Guarantor hereunder shall survive discharge or compromise of any Obligation of Borrower in bankruptcy or otherwise. Beneficiary shall not be required to prosecute or seek to enforce any remedies against Borrower or any other party liable to Beneficiary on account of the Obligations, or to seek to enforce or resort to any remedies with respect to any collateral granted to Beneficiary by Borrower or any other party on account of the Obligations, as a condition to payment or performance by Guarantor under this Guaranty.

(d) Beneficiary may, without notice or demand and without affecting its rights hereunder, from time to time: (i) renew, extend, accelerate or otherwise change the amount of, the time for payment of, or other terms relating to, any or all of the Obligations, or otherwise modify, amend or change the terms of the loan Documents or any other document or instrument evidencing; securing or otherwise relating to the Obligations, (ii) take and hold collateral for the payment of the Obligations guaranteed hereby, and exchange, enforce, waive, and release any such collateral, and apply such collateral and direct the order or manner of sale thereof as Beneficiary in its discretion may determine. Accordingly, Guarantor hereby waives notice of any and all of the foregoing.

(e) Guarantor hereby waives all defenses, counterclaims and off-sets of any kind or nature, whether legal or equitable, that may arise: (i) directly or indirectly from the present or future lack of validity, binding effect or enforceability of the loan Documents or any other document or instrument evidencing, securing or otherwise

relating to the Obligations, (ii) from Beneficiary's impairment of any collateral, including the failure to record or perfect the Beneficiary's interest in the collateral, or (iii) by reason of any claim or defense based upon an election of remedies by Beneficiary in the event such election may, in any manner, impair, affect, reduce, release, destroy or extinguish any right of contribution or reimbursement of Guarantor, or any other rights of the Guarantor to proceed against any other guarantor, or against any other person or any collateral.

(f) Except as otherwise provided in this Guaranty or in the Loan Documents, Guarantor hereby waives all presentments, demands for (performance or payment, notices of nonperformance, protests, notices of protest, notices of dishonor, -notices of default or nonpayment, notice of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional Obligations, and all other notices or formalities to which Guarantor may be entitled, and Guarantor hereby waives all suretyship defenses, including but not limited to all defenses set forth in the Uniform Commercial Code, as revised from time to time (the "UCC") to the full extent such a waiver is permitted thereby.

(g) Guarantor hereby irrevocably waives all legal and equitable rights to recover from Borrower any sums paid by the Guarantor under the terms of this Guaranty, including without limitation all rights of subrogation and all other rights that would result in Guarantor being deemed a creditor of Borrower under the federal Bankruptcy Code or any other law, and Guarantor hereby waives any right to assert in any manner against Beneficiary any claim, defense, counterclaim and offset of any kind or nature, whether legal or equitable, that Guarantor may now or at any time hereafter have against Borrower or any other party liable to Beneficiary.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Guarantor hereby represents, warrants and covenants as follows:

(a) The execution, delivery and performance by Guarantor of this Guaranty shall not violate any provision of law or regulation applicable to Guarantor, or any writ or decree of any court or governmental instrumentality, or any instrument or agreement to which Guarantor is a party or by which Guarantor may be bound; this Guaranty is a legal, valid, and binding obligation of said Guarantor, enforceable in accordance with its terms; and there is no action or proceeding before any court or governmental body agency now pending that may materially adversely affect the condition (financial or otherwise) of Guarantor.

(b) Not later than one-hundred eighty (180) days after close of each calendar year, Guarantor shall deliver to the Beneficiary self-prepared personal financial statements.

3. INTENTIONALLY DELETED.

4. EVENTS OF DEFAULT. Any of the following occurrences shall constitute an "Event of Default" under this Guaranty:

(a) An Event of Default occurs under the terms of the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Obligations, as "Event of Default" shall be defined therein.

(b) Guarantor shall fail to observe or perform any covenant, condition, or agreement under this Guaranty for a period of thirty (30) days from the date written notice of such breach is delivered by Beneficiary, or any representation or warranty of Guarantor set forth in this Guaranty shall be materially inaccurate or misleading when made or delivered.

(c) The death, legal incompetence or dissolution of Guarantor, or of any endorser or other guarantor of the Obligations, or the merger or consolidation of any of the foregoing with a third party, or the lease, sale or other conveyance of a material part of the assets or business of any of the foregoing to a third party outside the ordinary course of its business, or the lease, purchase or other acquisition of a material part of the assets or business of a third party by any of the foregoing.

(d) The default by Guarantor under the terms of any indebtedness of Guarantor now or hereafter existing, which default has not been cured within any time period permitted pursuant to the terms and conditions of such indebtedness or the occurrence of an event which gives any creditor the right to accelerate the maturity of any such indebtedness.

(e) The commencement by Guarantor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of Guarantor in a case under any such law or appointing a receiver, liquidator, a signee, custodian, trustee, sequestrator (or other similar official) of Guarantor or for any substantial part of Guarantor's property, or ordering the wind-up or liquidation of Guarantor's affairs; or the filing and pendency for 90 days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Guarantor of any general assignment for the benefit of creditors; or the failure of Guarantor generally to pay Guarantor's debts as such debts become due; or the taking of action by Guarantor in furtherance of any of the foregoing.

(f) The revocation or attempted revocation of this Guaranty by Guarantor before the termination of this Guaranty in accordance with its terms, or the assignment or attempted assignment of this Guaranty by Guarantor.

5. REMEDIES.

(a) Whenever any Event of Default as defined herein shall have happened, Beneficiary, in its sole discretion, may take any remedial action permitted by law or in equity or by the loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Obligations, including demanding payment in full of all sums guaranteed hereby, plus any accrued interest or other expenses.

(b) If Beneficiary should employ attorneys or incur other expenses for the enforcement of this Guaranty, Guarantor, on demand therefor, shall reimburse the reasonable fees of such attorneys and such other expenses to the extent permitted by law.

(c) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity or by statute. No delay or omission on the part of Beneficiary to exercise any right or remedy shall be construed to be a waiver thereof, but any such right or remedy may be exercised from time to time and as often as may be deemed expedient thereby, and a waiver on anyone occasion shall be limited to that particular occasion.

6. FINANCIAL CONDITION OF BORROWER. Guarantor is presently informed of the financial condition of Borrower and of all other circumstances that a diligent inquiry would reveal and which would bear upon the risk of nonpayment of any of the Obligations. Guarantor hereby covenants that Guarantor shall continue to keep informed of such matters, and hereby waives Guarantor's right, if any, to require Beneficiary to disclose any present or future information concerning such matters including, but not limited to, the release of or revocation by any other guarantor.

7. SUBORDINATION. All indebtedness and liability now or hereafter owing by Borrower to Guarantor is hereby postponed and subordinated to the Obligations owing to Beneficiary; and such indebtedness and liability to Guarantor, if Beneficiary so requests, shall be collected, enforced and received by Guarantor as trustee for Beneficiary and be paid over to Beneficiary on account of the Obligations.

8. NOTICES. Any notices under or pursuant to this Guaranty shall be deemed duly sent when delivered in hand or when mailed by registered or certified mail, return receipt requested, addressed as follows:

To Guarantor: Mark W. Anstett
1111 Estate Lane
Park Forest, Illinois 60045

To Beneficiary: Fifth Third Bank (Chicago)
222 S. Riverside Plaza, 32nd Floor
Chicago, Illinois 60606
Attention: Leslie J. Anderson

with a copy to: Perkins Coie LLP
131 South Dearborn Street, Suite 1700
Chicago, Illinois 60603-5559
Attention: Joseph Q. McCoy, Esq.

Either party may change such address by sending notice of the change to the other party.

9. MISCELLANEOUS.

(a) This Guaranty may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(b) This Guaranty is the complete agreement of the parties hereto and supersedes all previous understandings and agreements relating to the subject matter hereof. Neither this Guaranty nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against whom enforcement of the termination, amendment, supplement, waiver or modification is sought.

(c) As the context herein requires, the singular shall include the plural and one gender shall include one or both other genders.

(d) This Guaranty shall inure to the benefit of Beneficiary's successors and assigns and shall be binding upon the heirs, executors, administrators and successors of Guarantor. This Guaranty is not assignable by Guarantor.

(e) If any provision of this Guaranty or the application thereof to any person or circumstance is held invalid, the remainder of this Guaranty and the application thereof to other persons or circumstances shall not be affected thereby.

(f) This Guaranty shall be governed by and construed in accordance with the law of the State of Illinois. Guarantor agrees that the state and federal courts for the County in which the Beneficiary is located or any other court in which Beneficiary initiates proceedings have exclusive jurisdiction over all matters arising out of this Guaranty.

(g) GUARANTOR AND BENEFICIARY HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING IN CONNECTION WITH THIS GUARANTY OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GUARANTOR:

A handwritten signature in black ink, appearing to read 'Mark W. Anstett', is written over a horizontal line. The signature is stylized and includes a long horizontal stroke extending to the right.

Mark W. Anstett

EXHIBIT 7



Joseph Q. McCoy
PHONE: (312) 324-8643
FAX: (312) 324-9643
EMAIL: JMcCoy@perkinscoie.com

131 S. Dearborn Street, Suite 1700
Chicago, IL 60603-5559
PHONE: 312.324.8400
FAX: 312.324.9400
www.perkinscoie.com

August 5, 2009

VIA FEDERAL EXPRESS/CERTIFIED RETURN RECEIPT/EMAIL

Equipment Acquisition Resources, Inc.
555 South Vermont Street
Palatine, Illinois 60067
Attn: Donna Malone / Mark Anstett

Re: Promissory Note dated as of September 15, 2008 in the original principal amount of Four Million Four Hundred Fifty-Nine Thousand Nine Hundred Five and No/100 Dollars (\$4,459,905.00) (as amended and restated, the "Note") from Equipment Acquisition Resources, Inc., an Illinois corporation (the "Borrower") in favor of Fifth Third Bank, a Michigan banking corporation, A/K/A Fifth Third Bank (Chicago), a Michigan banking corporation ("Lender"); and any other documents executed in connection therewith (together, the "Loan Documents").

To Whom It May Concern:

This firm represents Lender, the current holder of the Loan Documents. Lender has advised you that Borrower is in default ("Default") under the terms and conditions of the Loan Documents, by reason of Borrower's failure to submit timely payment of principal and interest by July 15, 2009 in accordance with the provisions of the Note. **The outstanding principal balance remaining under the Note, together with all unpaid interest accrued thereon, and any other amounts due thereunder, are immediately due and payable.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Documents.

Please be advised that following the Default, the Note is bearing interest at the Default Rate. As of the date hereof, the following amounts are currently immediately due: (i) principal in the amount of \$ 3,744,310.95; (ii) interest in the amount of \$ 19,773.99; and (iii) late fees in the amount of \$ 50.00. The aggregate amount immediately due to Lender is \$ 3,764,134.94. **FULL PAYMENT OF THE LOAN IS IMMEDIATELY DUE AND PAYABLE.**

Please be advised that this enumeration of the above-described Default shall not constitute a waiver by Lender of any other defaults now or hereafter under the Note, or any of the other Loan Documents. Please be further advised that Lender reserves its rights to pursue any and all rights and remedies available to it under the Security Agreement, the Note, the Malone Guaranty, the Anstett

68765-0006/LEGAL16652339.1

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DENVER · LOS ANGELES
MENLO PARK · PHOENIX · PORTLAND · SAN FRANCISCO · SEATTLE · SHANGHAI · WASHINGTON, D.C.

Perkins Coie LLP and Affiliates

August 5, 2009
Page 2

Guaranty, and/or any of the other Loan Documents; at law, and in equity. Such remedies may include, without limitation, (i) acceleration of the indebtedness, (ii) foreclosure of the collateral securing payment of the Note, and (iii) the pursuit through litigation of all parties (including any guarantor(s)) obligated on the Loan Documents for all sums due on the Note. Please be further advised that any such proceedings would not only be for the stated amount of the Note, but also for any other amounts due under the Loan Documents, including without limitation, late fees, expenses, attorneys' fees and costs of such proceedings, as further noted in the Loan Documents.

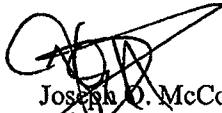
No delay by the Lender in exercising any rights or remedies under the Loan Documents shall operate as a waiver of any rights, remedies, defenses and objections available to Lender under the Security Agreement, the Note, the Malone Guaranty, the Anstett Guaranty, and/or any of the other Loan Documents and under applicable laws and in equity, and Lender expressly reserves all such rights, remedies, defenses and objections, including with respect to any defaults now or hereafter in existence, whether known or unknown, to Lender that are not referenced in this letter. Any future negotiations or discussions with any representative of the Lender regarding the Note or any document executed in connection with the Note shall not be binding upon the Lender unless and until it is in writing and signed by an authorized representative of the Lender. Any and all rights and remedies available to the Lender shall be cumulative and may be exercised separately, successively or concurrently at the sole discretion of the Lender.

Furthermore, the acceptance by the Lender of any future payments to the extent they do not represent payment in full, including all accrued and unpaid interest, late fees, attorneys' fees or other reimbursable expenses, shall not constitute a waiver by the Lender of any defaults which may exist under the Security Agreement, the Note or under the other Loan Documents executed in connection with the Note.

Any inquiry concerning this communication should be directed to Ms. Cynthia Higgins. Ms Higgins can be reached at 314.889.3343 and/or Cynthia.Higgins@53.com.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Very truly,



Joseph O. McCoy

JOM/mls

cc Ms. Cynthia Higgins (via email)
Mr. Jay G. Sepanski (via email)
Vince Maloney, Esq. (via email)
Brandy McMillion, Esq. (via email)

August 5, 2009
Page 3

cc:

VIA EMAIL

Mr. Myron Siegel
Myron E. Siegel & Associates, LTD
2275 Half Day Road
Suite 350-PMB-1293
Bannockburn, Illinois 60015-1277

cc:

VIA EMAIL AND CERTIFIED RETURN RECEIPT

Mark W. Anstett
1111 Estate Lane
Park Forest, Illinois 60045

cc:

VIA CERTIFIED RETURN RECEIPT

Donna L. Malone
454 N. Aberdeen St.
Unit 25
Chicago, IL 60622

cc:

VIA CERTIFIED RETURN RECEIPT

Donna L. Malone
4260 E. Hoback River Road
Jackson Hole, Wyoming 83001

cc:

VIA CERTIFIED RETURN RECEIPT

Donna L. Malone
3401 N. Carriageway Drive
Arlington Heights, Illinois 60004

EXHIBIT 8



Joseph Q. McCoy
PHONE: (312) 324-8643
FAX: (312) 324-9643
EMAIL: JMcCoy@perkinscoie.com

131 S. Dearborn Street, Suite 1700
Chicago, IL 60603-5559
PHONE: 312.324.8400
FAX: 312.324.9400
www.perkinscoie.com

August 5, 2009

VIA FEDERAL EXPRESS/CERTIFIED RETURN RECEIPT/EMAIL

Equipment Acquisition Resources, Inc.
555 South Vermont Street
Palatine, Illinois 60067
Attn: Donna Malone / Mark Anstett

Re: Promissory Note dated as of December 19, 2008 in the original principal amount of Three Million Two Hundred Eighty Thousand and No/100 Dollars (\$3,280,000.00) (as amended and restated, the "Note") from Equipment Acquisition Resources, Inc., an Illinois corporation (the "Borrower") in favor of Fifth Third Bank, a Michigan banking corporation, A/K/A Fifth Third Bank (Chicago), a Michigan banking corporation ("Lender"); and any other documents executed in connection therewith (together, the "Loan Documents").

To Whom It May Concern:

This firm represents Lender, the current holder of the Loan Documents. Lender has advised you that Borrower is in default ("Default") under the terms and conditions of the Loan Documents, by reason of Borrower's failure to submit timely payment of principal and interest by July 15, 2009 in accordance with the provisions of the Note. **The outstanding principal balance remaining under the Note, together with all unpaid interest accrued thereon, and any other amounts due thereunder, are immediately due and payable.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Documents.

Please be advised that following the Default, the Note is bearing interest at the Default Rate. As of the date hereof, the following amounts are currently immediately due: (i) principal in the amount of \$ 2,869,907.30; (ii) interest in the amount of \$ 16,960.80; and (iii) late fees in the amount of \$ 50.00. The aggregate amount immediately due to Lender is **\$ 2,886,918.10. FULL PAYMENT OF THE LOAN IS IMMEDIATELY DUE AND PAYABLE.**

Please be advised that this enumeration of the above-described Default shall not constitute a waiver by Lender of any other defaults now or hereafter under the Note, or any of the other Loan Documents. Please be further advised that Lender reserves its rights to pursue any and all rights and remedies available to it under the Security Agreement, the Note, the Malone Guaranty, the Anstett

68765-0017/LEGAL16652769.1

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DENVER · LOS ANGELES
MENLO PARK · PHOENIX · PORTLAND · SAN FRANCISCO · SEATTLE · SHANGHAI · WASHINGTON, D.C.

Perkins Coie LLP and Affiliates

August 5, 2009
Page 2

Guaranty, and/or any of the other Loan Documents; at law, and in equity. Such remedies may include, without limitation, (i) acceleration of the indebtedness, (ii) foreclosure of the collateral securing payment of the Note, and (iii) the pursuit through litigation of all parties (including any guarantor(s)) obligated on the Loan Documents for all sums due on the Note. Please be further advised that any such proceedings would not only be for the stated amount of the Note, but also for any other amounts due under the Loan Documents, including without limitation, late fees, expenses, attorneys' fees and costs of such proceedings, as further noted in the Loan Documents.

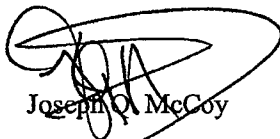
No delay by the Lender in exercising any rights or remedies under the Loan Documents shall operate as a waiver of any rights, remedies, defenses and objections available to Lender under the Security Agreement, the Note, the Malone Guaranty, the Anstett Guaranty, and/or any of the other Loan Documents and under applicable laws and in equity, and Lender expressly reserves all such rights, remedies, defenses and objections, including with respect to any defaults now or hereafter in existence, whether known or unknown, to Lender that are not referenced in this letter. Any future negotiations or discussions with any representative of the Lender regarding the Note or any document executed in connection with the Note shall not be binding upon the Lender unless and until it is in writing and signed by an authorized representative of the Lender. Any and all rights and remedies available to the Lender shall be cumulative and may be exercised separately, successively or concurrently at the sole discretion of the Lender.

Furthermore, the acceptance by the Lender of any future payments to the extent they do not represent payment in full, including all accrued and unpaid interest, late fees, attorneys' fees or other reimbursable expenses, shall not constitute a waiver by the Lender of any defaults which may exist under the Security Agreement, the Note or under the other Loan Documents executed in connection with the Note.

Any inquiry concerning this communication should be directed to Ms. Cynthia Higgins. Ms Higgins can be reached at 314.889.3343 and/or Cynthia.Higgins@53.com.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Very truly,



Joseph A. McCoy

JQM/als

cc: Ms. Cynthia Higgins (via email)
Mr. Jay G. Sepanski (via email)
Vince Maloney, Esq. (via email)
Brandy McMillion, Esq. (via email)

August 5, 2009
Page 3

cc:

VIA EMAIL

Mr. Myron Siegel
Myron E. Siegel & Associates, LTD
2275 Half Day Road
Suite 350-PMB-1293
Bannockburn, Illinois 60015-1277

cc:

VIA EMAIL AND CERTIFIED RETURN RECEIPT

Mark W. Anstett
1111 Estate Lane
Park Forest, Illinois 60045

cc:

VIA CERTIFIED RETURN RECEIPT

Donna L. Malone
454 N. Aberdeen St.
Unit 25
Chicago, IL 60622

cc:

VIA CERTIFIED RETURN RECEIPT

Donna L. Malone
4260 E. Hoback River Road
Jackson Hole, Wyoming 83001

cc:

VIA CERTIFIED RETURN RECEIPT

Donna L. Malone
3401 N. Carriageway Drive
Arlington Heights, Illinois 60004

EXHIBIT 9

(Local Currency—Single Jurisdiction)

ISDA[®]

International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of September 11, 2008

FIFTH THIRD BANK, EQUIPMENT ACQUISITION
a Michigan banking corporation ("Party A") and RESOURCES, INC. ("Party B")

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows:

1. Interpretation

- (a) **Definitions.** The terms defined in Section 12 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

- (a) **General Conditions.**
 - (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.
 - (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting.** If on any date amounts would otherwise be payable: —

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of branches or offices through which the parties make and receive payments or deliveries.

(d) **Default Interest; Other Amounts.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

3. Representations

Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:—

(a) **Basic Representations.**

- (i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;
- (ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) **Accuracy of Specified information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) **Furnish Specified Information.** It will deliver to the other party any forms, documents or certificates specified in the Schedule or any Confirmation by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply with Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an "Event of Default") with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) **Breach of Agreement.** Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) or to give notice of a Termination Event) to be complied with or performed

by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) **Credit Support Default.**

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) **Misrepresentation.** A representation made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) **Default under Specified Transaction.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross Default.** If "Cross Default" is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its

winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer: —

-
- (1) ~~the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or~~
 - (2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to (ii) below or an Additional Termination Event if the event is specified pursuant to (iii) below:—

(i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party):—

- (1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or
- (2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;

(ii) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or

(iii) *Additional Termination Event.* If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) *Event of Default and Illegality.* If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

6. Early Termination

(a) *Right to Terminate Following Event of Default.* If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) *Right to Terminate Following Termination Event.*

(i) *Notice.* If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) *Two Affected Parties.* If an Illegality under Section 5(b)(i)(1) occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iii) *Right to Terminate.* If: —

(1) an agreement under Section 6(b)(ii) has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality other than that referred to in Section 6(b)(ii), a Credit Event Upon Merger or an Additional Termination Event occurs,

either party in the case of an Illegality, any Affected Party in the case of an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) *Effect of Designation.*

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(d) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) **Calculations.**

(i) **Statement.** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) **Payment Date.** An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment), from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) **Payments on Early Termination.** If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) **Events of Default.** If the Early Termination Date results from an Event of Default:—

(1) **First Method and Market Quotation.** If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party over (B) the Unpaid Amounts owing to the Defaulting Party.

(2) **First Method and Loss.** If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) **Second Method and Market Quotation.** If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party less (B) the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) **Second Method and Loss.** If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative

number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) **Termination Events.** If the Early Termination Date results from a Termination Event:—

(1) **One Affected Party.** If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) **Two Affected Parties.** If there are two Affected Parties:—

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount ("X") and the Settlement Amount of the party with the lower Settlement Amount ("Y") and (b) the Unpaid Amounts owing to X less (II) the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss ("X") and the Loss of the party with the lower Loss ("Y").

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) **Adjustment for Bankruptcy.** In circumstances where an Early Termination Date occurs because "Automatic Early Termination" applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) **Pre-Estimate.** The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

7. Transfer

Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void

8. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(b) **Amendments.** No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

(c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) **Counterparts and Confirmations.**

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.

(f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

9. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

10. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;

(iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(v) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

(b) **Change of Addresses.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

11. Governing Law and Jurisdiction

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably: —

(i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) **Waiver of Immunities.** Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

12. Definitions

As used in this Agreement:—

"**Additional Termination Event**" has the meaning specified in Section 5(b).

"**Affected Party**" has the meaning specified in Section 5(b).

"Affected Transactions" means (a) with respect to any Termination Event consisting of an Illegality, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

"Affiliate" means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Applicable Rate" means:—

- (a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;
- (b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;
- (c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and
- (d) in all other cases, the Termination Rate.

"consent" includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

"Credit Event Upon Merger" has the meaning specified in Section 5(b).

"Credit Support Document" means any agreement or instrument that is specified as such in this Agreement.

"Credit Support Provider" has the meaning specified in the Schedule.

"Default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

"Defaulting Party" has the meaning specified in Section 6(a).

"Early Termination Date" means the date determined in accordance with Section 6(a) or 6(b)(iii).

"Event of Default" has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

"Illegality" has the meaning specified in Section 5(b).

"law" includes any treaty, law, rule or regulation and **"lawful"** and **"unlawful"** will be construed accordingly.

"Local Business Day" means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

"Loss" means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain

resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party's legal fees and out-of-pocket expenses referred to under Section 9. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

"Market Quotation" means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the "Replacement Transaction") that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

"Non-default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

"Non-defaulting Party" has the meaning specified in Section 6(a).

"Potential Event of Default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Reference Market-makers" means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

"Scheduled Payment Date" means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

"Set-off" means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or subject (whether arising under

this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

"Settlement Amount" means, with respect to a party and any Early Termination Date, the sum of:—

- (a) the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and
- (b) such party's Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

"Specified Entity" has the meaning specified in the Schedule.

"Specified Indebtedness" means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

"Specified Transaction" means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

"Terminated Transactions" means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if "Automatic Early Termination" applies, immediately before that Early Termination Date).

"Termination Event" means an Illegality or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

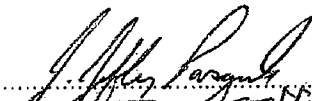
"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined

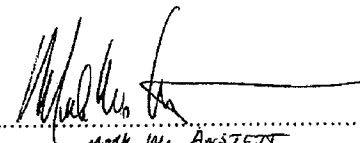
by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

FIFTH THIRD BANK
.....
(Name of Party)

EQUIPMENT ACQUISITION RESOURCES, INC.
.....
(Name of Party)

By: 
.....
Name: Stephen Kandle
Title: Authorized Signatory
Date: September 11, 2008

By: 
.....
Name: Mark W. Anstett
Title: President
Date: September 11, 2008

2715632

(Local Currency – Single Jurisdiction)

**SCHEDULE
to the
Master Agreement**

dated as of September 11, 2008

between

**FIFTH THIRD BANK,
a Michigan banking corporation (“Party A”)**

and

**EQUIPMENT ACQUISITION RESOURCES, INC.
 (“Party B”)**

Part 1. Termination Provisions

In this Agreement:

(a) **“Specified Entity”** means in relation to Party A for the purpose of:

<u>Section 5(a)(v).</u>	Not applicable.
<u>Section 5(a)(vi).</u>	Not applicable.
<u>Section 5(a)(vii).</u>	Not applicable.
<u>Section 5(b)(ii).</u>	Not applicable.

and in relation to Party B for the purpose of:

<u>Section 5(a)(v).</u>	Not applicable.
<u>Section 5(a)(vi).</u>	Not applicable.
<u>Section 5(a)(vii).</u>	Not applicable.
<u>Section 5(b)(ii).</u>	Not applicable.

(b) **“Specified Transaction”** will have the meaning specified in Section 12 of this Agreement.

(c) The **“Cross Default”** provisions of Section 5(a)(vi) will not apply to Party A, but will apply to Party B.

The following provisions apply:

“Specified Indebtedness” will have the meaning specified in Section 12 of this Agreement.

“Threshold Amount” means zero.

- (d) The “**Credit Event Upon Merger**” provisions of Section 5(b)(ii) will not apply to Party A, but will apply to Party B.
- (e) The “**Automatic Early Termination**” provision of Section 6(a) will not apply to either Party A or Party B.
- (f) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement, Loss and the Second Method will apply.
- (g) **Additional Termination Events** will apply. As used herein, the term “**Loan Agreement**” means any and all loan agreements, credit agreements or notes between Party B and Party A or any affiliate of Fifth Third Bancorp, as the same may be amended, modified or supplemented from time to time. Each of the following shall constitute an Additional Termination Event: (i) payment in full of all extensions of credit and all other amounts owing under the Loan Agreement and termination of all commitments to extend credit under the Loan Agreement; (ii) termination of the Loan Agreement; (iii) Party A shall cease to be a Lender under the Loan Agreement; and (iv) upon written election by Party A, the occurrence and continuance of a default, event of default, ~~Default, Event of~~ Default or similar event under the Loan Agreement. For the purposes of these Additional Termination Events, Party B shall be the Affected Party.
- (h) **Failure to Pay or Deliver; Section 5(a)(i).** The provisions of Section 5(a)(i) of the Agreement are hereby amended to delete on line 3 the word “third” and to insert in lieu thereof the word “first”.

Part 2. Agreement to Deliver Documents

For the purpose of Section 4(a) of this Agreement, each party agrees to deliver the following documents, as applicable:

<u>Party Required To Deliver Document</u>	<u>Form/Document/Certificate</u>	<u>Date by Which to be Delivered</u>	<u>Covered by Section 3(d)</u>
Party B	An incumbency certificate with respect to the signatory of this Agreement and any Credit Support Document	Upon execution of this Agreement	Yes
Party B	A copy of the Resolution of the board of directors of Party B, certified by its secretary or assistant secretary, pursuant to which it is authorized to enter into this Agreement and each Transaction entered into hereunder	Upon execution of this Agreement	Yes

Part 3. Miscellaneous

- (a) **Addresses for Notices.** For the purpose of Section 10(a) of this Agreement:

Address for notices or communications to Party A:

Address: Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, Ohio 45263
Attention: Ms. Erica Leiprecht

Telephone No.: 513/534-8770
Facsimile No.: 513/534-3518

Address for notices or communications to Party B:

Address: Mr. Mark Anstett
President
Equipment Acquisition Resources, Inc.
555 South Vermont Street
Palatine, Illinois 60067

Telephone No.: 847/705-7636
Facsimile No.: 847/705-7685

- (b) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.

- (c) **Credit Support Document.** Details of any Credit Support Document:—Each Credit Support Document (described below) is incorporated by reference in, constitutes part of, and is in connection with, this Agreement and each Confirmation (unless provided otherwise in a Confirmation) as if set forth in full in this Agreement or such Confirmation, and each representation, warranty, covenant and agreement of Party B contained therein is incorporated by reference herein and is repeated and restated in favor of Party A. Party B grants to Party A a security interest in all assets and collateral that are subject to a security interest pursuant to each Credit Support Document of Party B.

In the case of Party A, there is no Credit Support Document.

In the case of Party B, the term “**Credit Support Document**” means the Loan Agreement and each agreement and instrument, now or hereafter existing, of any kind or nature which secures, guarantees or otherwise provides direct or indirect assurance of payment or performance of any existing or future obligation of Party B under this Agreement or the Loan Agreement, made by or on behalf of any person or entity (including, without limiting the generality of the foregoing, any agreement or instrument granting any lien, security interest, assignment, charge or encumbrance to secure any such obligation, any guaranty, suretyship, letter of credit, put option or subordination

agreement relating to any such obligation, and any “keep well” agreement or other financial support agreement relating to Party B).

(d) **Credit Support Provider.**

Credit Support Provider means in relation to Party A: Not Applicable.

Credit Support Provider means in relation to Party B, any person or entity (other than Party B) that now or hereafter secures, guarantees or otherwise provides direct or indirect assurance of payment or performance of any existing or future obligation of Party B under this Agreement or the Loan Agreement and shall include, without limitation, Mark Anstett and Donna L. Malone.

(e) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

(f) **Netting of Payments.** Section 2(c)(ii) shall apply; provided that either party may cause ~~payments due on the same day in the same currency (between the same Offices) but~~ under different Transactions to be discharged and replaced with a single, netted payment obligation by providing the other party with a written statement detailing the calculation of such net amount payable not later than two Business Days prior to the relevant due date.

(g) **“Affiliate”** will have the meaning specified in Section 12 of this Agreement.

Part 4. Other Provisions

(a) **Waiver of Trial By Jury.** Insofar as is permitted by law, each party irrevocably waives any and all rights to trial by jury in any legal proceeding in connection with this Agreement or any Transaction, and acknowledges that this waiver is a material inducement to the other party’s entering into this Agreement and each Transaction hereunder.

(b) **Set Off.**

(1) Any amount (the “Early Termination Amount”) payable to one party (the “Payee”) by the other party (the “Payer”) under Section 6(e), in circumstances where there is a Defaulting Party or one Affected Party in the case where a Termination Event under Section 5(b) has occurred, will, at the option of the party (“X”) other than the Defaulting Party or the Affected Party (and without prior notice to the Defaulting Party or the Affected Party), be reduced by its set-off against any amount(s) (the “Other Agreement Amount”) payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer or any of the Payer’s Affiliates (irrespective of the currency, place of payment or booking office of the obligation, the “Other Payee”) under any other agreement(s) between the Payee and the Other Payee or instrument(s) or undertaking(s) issued or executed by one such entity to, or in favor of, the other (and the Other Agreement Amount will be discharged promptly and in all respects

to the extent it is so set-off). X will give notice to the other party of any set-off effected under this Part 4(b).

- (2) If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of an estimate, subject to the relevant party accounting to the other when the obligation is ascertained.
 - (3) Nothing in this Part 4(b) shall be effective to create a security interest. This Part 4(b) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).
 - (4) If the Payer is a Non-defaulting Party and the Payee is a Defaulting Party, then it shall be a condition precedent to the Payer's obligation to pay the Early Termination Amount to the Payee that all Other Agreement Amounts have been paid in full or satisfied by offset as set forth above.

 - (5) ~~If Party B is the Defaulting Party, Party A shall have the rights (i) to set-off the Early Termination Amount against funds in Party B's accounts at Party A or any affiliate of Fifth Third Bancorp and (ii) to draw down any lines of credit that Party B may have at Party A or any affiliate of Fifth Third Bancorp.~~
- (c) **Recorded Conversations.** Each party may electronically record any and all telephone conversations between itself and the other party in connection with this Agreement (including any Transaction) and agrees that any such recordings may be submitted in evidence to any court or in any proceeding for the purpose of establishing any matters pertinent thereto.
 - (d) **Incorporation.** Each Transaction entered into under this Agreement will be subject to, and governed by the provisions of, the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., as supplemented by the Annex to the 2000 ISDA Definitions (June 2000 version) (collectively, the "Definitions"), without regard to any subsequent amendments to the Definitions.
 - (e) **Inconsistency.** In the event of any inconsistency between the provisions of this Schedule and the Definitions, this Schedule shall prevail. In the event of any inconsistency between the provisions of a Confirmation and the Definitions, the Confirmation shall prevail for purposes of the Transaction evidenced thereby.
 - (f) **Confirmations.** For each Transaction that Party A and Party B agree to enter into under this Agreement, Party A shall use reasonable efforts to promptly send to Party B a Confirmation setting forth the terms of such Transaction by telephone, facsimile or other electronic means. Unless Party B objects to the terms of a Transaction contained in any Confirmation within three (3) Local Business Days of receipt thereof, the terms of such Confirmation shall be deemed correct and accepted absent manifest error, unless a corrected Confirmation is sent by Party A, within such three-day period, in which case Party B shall have two (2) Local Business Days after receipt thereof to object to the terms contained in such corrected Confirmation.

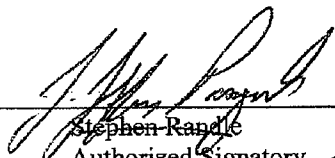
(g) **Additional Representations.** In addition to the representations made in Section 3 of the Agreement, each party hereby represents and warrants to the other party (which representation will be deemed to be repeated by each party on each date on which a Transaction is entered into) as follows:

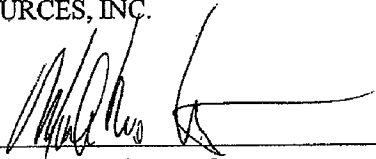
- (1) **No Agency.** It is entering into this Agreement and each Transaction as principal (and not as agent or in any other capacity, fiduciary or otherwise).
- (2) **Eligible Contract Participant.** It is an "eligible contract participant" as defined in Section 1a(12) of the U.S. Commodity Exchange Act and/or an "eligible swap participant" as defined in Part 35 of the regulations of the Commodity Futures Trading Commission.
- (3) **Line of Business.** It has entered into this Agreement (including each Transaction evidenced hereby) in conjunction with its line of business (including financial intermediation services) or the financing of its business. It represents and warrants that all transactions effected under this Agreement (i) will be appropriate in the conduct and management of its business, (ii) will be entered into for non-speculative purposes, and (iii) constitute transactions entered into for purposes of hedging or managing risks related to its assets or liabilities as currently owned or incurred, or likely to be owned or incurred in the conduct of its business.
- (4) **No Reliance.** In connection with the negotiation of, the entering into, and the execution of, this Agreement, any Credit Support Document to which it is a party, and each Transaction hereunder, Party B acknowledges and agrees that: (i) Party A is acting for its own account and is not acting as a fiduciary for, or a financial or investment advisor to Party B (or in any similar capacity); (ii) Party B is not relying upon any communications (whether written or oral) from Party A as investment advice or as a recommendation to enter into this Agreement, any Credit Support Document to which it is a party and each Transaction hereunder (other than the representations expressly set forth in this Agreement and in such Credit Support Document), it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction; (iii) Party B has not received from Party A any assurance or guarantee as to the expected results of any Transaction; and (iv) Party B has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own independent investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by Party A.

The parties executing this Schedule have executed the Agreement and have agreed as to the contents of this Schedule.

FIFTH THIRD BANK

EQUIPMENT ACQUISITION
RESOURCES, INC.

By: 
Name: Stephen Randle
Title: Authorized Signatory
J. Jeremy Masarik

By: 
Name: Mark W. Anstett
Title: PRESIDENT

CH202715633.1

EXHIBIT 10



September 19, 2008

Mr. Mark Anstett
Equipment Acquisition Resources, Inc.
555 South Vermont Street
Palatine, IL 60067

Fax No: (847) 705-7685
Fifth Third's Reference Number: 905817342

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction (the "Transaction") entered into between Fifth Third Bank ("Party A") and Equipment Acquisition Resources, Inc ("Party B") on the Trade Date specified below. This letter constitutes a "Confirmation" as referred to in the ISDA Master Agreement (the "Master Agreement") specified below.

1. The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., as supplemented by the Annex to the 2000 ISDA Definitions (June 2000 version) (collectively, the "Definitions"), without regard to any subsequent amendments to the Definitions, are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

2. If Party B and Party A are parties to an ISDA Master Agreement that sets forth the general terms and conditions applicable to transactions between Party B and Party A (a "Master Agreement"), this Confirmation supplements, forms a part of, and is subject to, such Master Agreement. If Party B and Party A are not yet parties to a Master Agreement, this Confirmation will supplement, form a part of, and be subject to, a Master Agreement upon its execution by Party B and Party A. All provisions contained or incorporated by reference in such Master Agreement shall govern this Confirmation, except as modified expressly below. In addition, if a Master Agreement has not been executed, this Confirmation will itself evidence a complete binding agreement between Party B and Party A as to the terms and conditions of the Transaction to which this Confirmation relates.

In accordance with the Schedule to the Master Agreement, the Transaction is subject to early termination if (i) all extensions of credit issued by Party A for the benefit of Party B and all commitments by Party A to extend credit to Party B have terminated and (ii) Party B has paid in full all obligations owing to Party A. The Transaction may be assigned to another party only with the written consent of both Party A and Party B.

3. Each party represents and warrants to the other party as follows:

- (a) Such party is fully informed of and capable of evaluating, and has evaluated, the potential financial benefits and risks, the tax and accounting implications, the appropriateness in light of its individual financial circumstances, business affairs, and risk management capabilities, and the conformity to its policies and objectives, of this Transaction.
- (b) Such party has entered into this Transaction in reliance only upon its own judgment. Neither party holds itself out as advising, or any of its employees or agents as having the authority to advise, the other party as to whether or not it should enter into this Transaction, and neither party shall have any liability whatsoever in respect of any advice of such nature given, or views expressed, by it or any such persons to the other party, whether or not such advice is given or such views are expressed at the request of the other party.
- (c) Such party has entered into this Transaction for purposes of hedging and not for the purpose of speculation.

Party B
September 19, 2008
Page 2

4. The terms of the particular Transaction to which this Confirmation relates are as follows.

Transaction Type: Interest Rate Swap
Currency for Payments: U.S. Dollars
Notional Amount: For a Calculation Period, the amount set forth opposite that Calculation Period on Attachment I hereto

Term:

Trade Date: September 18, 2008
Effective Date: September 22, 2008
Termination Date: September 15, 2012, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Amounts:

Fixed Rate Payer: Party B
Payment Dates: Monthly on the 15th of each month commencing October 15, 2008, through and including the Termination Date.
Business Day Convention: Modified Following
Business Day: London and New York
Fixed Rate: 4.00%
Fixed Rate Day Count Fraction: Actual/360

Floating Amounts:

Floating Rate Payer: Party A
Payment Dates: Monthly on the 15th of each month commencing October 15, 2008, through and including the Termination Date.
Business Day Convention: Modified Following
Business Day: London and New York
Floating Rate for initial Calculation Period: 3.62227%
Floating Rate Option: USD-LIBOR-BBA
Designated Maturity: 1 Month
Spread: None

Party B
September 19, 2008
Page 3

Floating Rate Day
Count Fraction: Actual/360

Floating Rate determined: Two London Banking Days prior to each Reset Date.

Reset Dates: The First day of each Calculation Period.

Compounding: Inapplicable

Rounding convention: 5 decimal places per the ISDA Definitions.

Payment Instructions: Payments to Party A shall be made in immediately available funds to:

Fifth Third Bank
ABA 042000314
A/C no. 72876175
Attention: Derivative Products Group

Payments to Party B shall be made in immediately available funds to:

Equipment Acquisition Resources, Inc.
ABA
A/C no.

Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorized officer execute this Confirmation and returning it to the Derivative Products Group at Fifth Third Bank (Fax no. 513-534-3461).

Yours truly,

Fifth Third Bank

By: David J. Hummel
Name: _____
Title: _____

Accepted and agreed as of the date first
Above written:

Equipment Acquisition Resources, Inc.

By: [Signature]
Name: MARA ANSTETT
Title: PRESIDENT

**ATTACHMENT I
AMORTIZATION SCHEDULE**

Calculation Period		Notional Amount
22-Sep-08	15-Oct-08	4,459,905.00
15-Oct-08	17-Nov-08	4,380,405.00
17-Nov-08	15-Dec-08	4,300,905.00
15-Dec-08	15-Jan-09	4,221,405.00
15-Jan-09	17-Feb-09	4,141,905.00
17-Feb-09	16-Mar-09	4,062,405.00
16-Mar-09	15-Apr-09	3,982,905.00
15-Apr-09	15-May-09	3,903,405.00
15-May-09	15-Jun-09	3,823,905.00
15-Jun-09	15-Jul-09	3,744,405.00
15-Jul-09	17-Aug-09	3,664,905.00
17-Aug-09	15-Sep-09	3,585,405.00
15-Sep-09	15-Oct-09	3,505,905.00
15-Oct-09	16-Nov-09	3,418,005.00
16-Nov-09	15-Dec-09	3,330,105.00
15-Dec-09	15-Jan-10	3,242,205.00
15-Jan-10	16-Feb-10	3,154,305.00
16-Feb-10	15-Mar-10	3,066,405.00
15-Mar-10	15-Apr-10	2,978,505.00
15-Apr-10	17-May-10	2,890,605.00
17-May-10	15-Jun-10	2,802,705.00
15-Jun-10	15-Jul-10	2,714,805.00
15-Jul-10	16-Aug-10	2,626,905.00
16-Aug-10	15-Sep-10	2,539,005.00
15-Sep-10	15-Oct-10	2,451,105.00
15-Oct-10	15-Nov-10	2,354,005.00
15-Nov-10	15-Dec-10	2,256,905.00
15-Dec-10	18-Jan-11	2,159,805.00
18-Jan-11	15-Feb-11	2,062,705.00
15-Feb-11	15-Mar-11	1,965,605.00
15-Mar-11	15-Apr-11	1,868,505.00
15-Apr-11	16-May-11	1,771,405.00
16-May-11	15-Jun-11	1,674,305.00
15-Jun-11	15-Jul-11	1,577,205.00
15-Jul-11	15-Aug-11	1,480,105.00
15-Aug-11	15-Sep-11	1,383,005.00
15-Sep-11	17-Oct-11	1,285,905.00
17-Oct-11	15-Nov-11	1,178,705.00
15-Nov-11	15-Dec-11	1,071,505.00
15-Dec-11	17-Jan-12	964,305.00
17-Jan-12	15-Feb-12	857,105.00
15-Feb-12	15-Mar-12	749,905.00
15-Mar-12	16-Apr-12	642,705.00
16-Apr-12	15-May-12	535,505.00
15-May-12	15-Jun-12	428,305.00

**ATTACHMENT I
AMORTIZATION SCHEDULE**

Calculation Period		Notional Amount
15-Jun-12	16-Jul-12	321,105.00
16-Jul-12	15-Aug-12	213,905.00
15-Aug-12	17-Sep-12	108,705.00

EXHIBIT 11



December 19, 2008

Mark Anstett
Equipment Acquisition Resources, Inc.
555 South Vermont St.
Palatine, IL 60067

Fax No: (847) 705-7685
Fifth Third's Reference Number: 905817342

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction (the "Transaction") entered into between Fifth Third Bank ("Party A") and Equipment Acquisition Resources, Inc. ("Party B") on the Trade Date specified below. This letter constitutes a "Confirmation" as referred to in the ISDA Master Agreement (the "Master Agreement") specified below.

1. The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., as supplemented by the Annex to the 2000 ISDA-Definitions (June 2000 version) (collectively, the "Definitions"), without regard to any subsequent amendments to the Definitions, are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

2. If Party B and Party A are parties to an ISDA Master Agreement that sets forth the general terms and conditions applicable to transactions between Party B and Party A (a "Master Agreement"), this Confirmation supplements, forms a part of, and is subject to, such Master Agreement. If Party B and Party A are not yet parties to a Master Agreement, this Confirmation will supplement, form a part of, and be subject to, a Master Agreement upon its execution by Party B and Party A. All provisions contained or incorporated by reference in such Master Agreement shall govern this Confirmation, except as modified expressly below. In addition, if a Master Agreement has not been executed, this Confirmation will itself evidence a complete binding agreement between Party B and Party A as to the terms and conditions of the Transaction to which this Confirmation relates.

In accordance with the Schedule to the Master Agreement, the Transaction is subject to early termination if (i) all extensions of credit issued by Party A for the benefit of Party B and all commitments by Party A to extend credit to Party B have terminated and (ii) Party B has paid in full all obligations owing to Party A. The Transaction may be assigned to another party only with the written consent of both Party A and Party B.

3. Each party represents and warrants to the other party as follows:

- (a) Such party is fully informed of and capable of evaluating, and has evaluated, the potential financial benefits and risks, the tax and accounting implications, the appropriateness in light of its individual financial circumstances, business affairs, and risk management capabilities, and the conformity to its policies and objectives, of this Transaction.
- (b) Such party has entered into this Transaction in reliance only upon its own judgment. Neither party holds itself out as advising, or any of its employees or agents as having the authority to advise, the other party as to whether or not it should enter into this Transaction, and neither party shall have any liability whatsoever in respect of any advice of such nature given, or views expressed, by it or any such persons to the other party, whether or not such advice is given or such views are expressed at the request of the other party.
- (c) Such party has entered into this Transaction for purposes of hedging and not for the purpose of speculation.

Party B
 December 19, 2008
 Page 2

4. The terms of the particular Transaction to which this Confirmation relates are as follows.

Transaction Type: Interest Rate Swap
 Currency for Payments: U.S. Dollars
 Notional Amount: For a Calculation Period, the amount set forth opposite that Calculation Period on Attachment I hereto

Term:

Trade Date: December 18, 2008
 Effective Date: December 18, 2008
 Termination Date: December 15, 2012, subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Amounts:

Fixed Rate Payer: Party B
 Payment Dates: Monthly on the 15th of each month commencing January 15, 2009, through and including the Termination Date
 Business Day Convention: Modified Following
 Business Day: London and New York
 Fixed Rate: 2.50%
 Fixed Rate Day Count Fraction: Actual/360

Floating Amounts:

Floating Rate Payer: Party A
 Payment Dates: Monthly on the 15th of each month commencing January 15, 2009, through and including the Termination Date
 Business Day Convention: Modified Following
 Business Day: London and New York
 Floating Rate for initial Calculation Period: 0.88375%
 Floating Rate Option: USD-LIBOR-BBA
 Designated Maturity: 1 Month
 Spread: None
 Floating Rate Day

Party B
December 19, 2008
Page 3

Count Fraction: Actual/360
Floating Rate determined: Two London Banking Days prior to each Reset Date.
Reset Dates: The first day of each Calculation Period.
Compounding: Inapplicable
Rounding convention: 5 decimal places per the ISDA Definitions.
Payment Instructions: Payments to Party A shall be made in immediately available funds to:

Fifth Third Bank
ABA 042000314
A/C no. 72876175
Attention: Derivative Products Group

Payments to Party B shall be made in immediately available funds to:

Equipment Acquisition Resources, Inc.
ABA 071923909
A/C no. 7236530627

Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorized officer execute this Confirmation and returning it to the Derivative Products Group at Fifth Third Bank (Fax no. 513-534-3461).

Yours truly,

Fifth Third Bank

By: David L. Hammerly
Name: _____
Title: _____

Accepted and agreed as of the date first
Above written:

Equipment Acquisition Resources, Inc.

By: [Signature]
Name: Mark W. Anstetter
Title: Pres. Deriv

ATTACHMENT I
AMORTIZATION SCHEDULE

Calculation Period		Notional Amount	Notional Reduction	
18-Dec-08	to	15-Jan-09	3,280,000.00	68,333.33
15-Jan-09	to	17-Feb-09	3,211,666.67	68,333.33
17-Feb-09	to	16-Mar-09	3,143,333.34	68,333.33
16-Mar-09	to	15-Apr-09	3,075,000.01	68,333.33
15-Apr-09	to	15-May-09	3,006,666.68	68,333.33
15-May-09	to	15-Jun-09	2,938,333.35	68,333.33
15-Jun-09	to	15-Jul-09	2,870,000.02	68,333.33
15-Jul-09	to	17-Aug-09	2,801,666.69	68,333.33
17-Aug-09	to	15-Sep-09	2,733,333.36	68,333.33
15-Sep-09	to	15-Oct-09	2,665,000.03	68,333.33
15-Oct-09	to	16-Nov-09	2,596,666.70	68,333.33
16-Nov-09	to	15-Dec-09	2,528,333.37	68,333.33
15-Dec-09	to	15-Jan-10	2,460,000.04	68,333.33
15-Jan-10	to	16-Feb-10	2,391,666.71	68,333.33
16-Feb-10	to	15-Mar-10	2,323,333.38	68,333.33
15-Mar-10	to	15-Apr-10	2,255,000.05	68,333.33
15-Apr-10	to	17-May-10	2,186,666.72	68,333.33
17-May-10	to	15-Jun-10	2,118,333.39	68,333.33
15-Jun-10	to	15-Jul-10	2,050,000.06	68,333.33
15-Jul-10	to	16-Aug-10	1,981,666.73	68,333.33
16-Aug-10	to	15-Sep-10	1,913,333.40	68,333.33
15-Sep-10	to	15-Oct-10	1,845,000.07	68,333.33
15-Oct-10	to	15-Nov-10	1,776,666.74	68,333.33
15-Nov-10	to	15-Dec-10	1,708,333.41	68,333.33
15-Dec-10	to	18-Jan-11	1,640,000.08	68,333.33
18-Jan-11	to	15-Feb-11	1,571,666.75	68,333.33
15-Feb-11	to	15-Mar-11	1,503,333.42	68,333.33
15-Mar-11	to	15-Apr-11	1,435,000.09	68,333.33
15-Apr-11	to	16-May-11	1,366,666.76	68,333.33
16-May-11	to	15-Jun-11	1,298,333.43	68,333.33
15-Jun-11	to	15-Jul-11	1,230,000.10	68,333.33
15-Jul-11	to	15-Aug-11	1,161,666.77	68,333.33
15-Aug-11	to	15-Sep-11	1,093,333.44	68,333.33
15-Sep-11	to	17-Oct-11	1,025,000.11	68,333.33
17-Oct-11	to	15-Nov-11	956,666.78	68,333.33
15-Nov-11	to	15-Dec-11	888,333.45	68,333.33
15-Dec-11	to	17-Jan-12	820,000.12	68,333.33
17-Jan-12	to	15-Feb-12	751,666.79	68,333.33
15-Feb-12	to	15-Mar-12	683,333.46	68,333.33
15-Mar-12	to	16-Apr-12	615,000.13	68,333.33
16-Apr-12	to	15-May-12	546,666.80	68,333.33
15-May-12	to	15-Jun-12	478,333.47	68,333.33
15-Jun-12	to	16-Jul-12	410,000.14	68,333.33
16-Jul-12	to	15-Aug-12	341,666.81	68,333.33
15-Aug-12	to	17-Sep-12	273,333.48	68,333.33
17-Sep-12	to	15-Oct-12	205,000.15	68,333.33

ATTACHMENT I
AMORTIZATION SCHEDULE

Calculation Period			Notional Amount	Notional Reduction
15-Oct-12	to	15-Nov-12	136,666.82	68,333.33
15-Nov-12	to	17-Dec-12	68,333.49	68,333.49