

Priority Leasing, Inc
174 Green St, Melrose, MA 02176
800-761-2118 (ext 24) Fax # 781-321-4108
email: creason@priorityleasing.com

Priority Leasing Inc.

To:	John Hurst	From:	Craig Reason x24
Attn:		Pages:	2 -(including cover)
Fax:	(770) 594-0019	Date:	11/22/05
Re:	Signed End of Lease Document	CC:	

Urgent For Review Please Comment Please Reply Please Recycle

Hi John,

I attached a copy of the signed End of Lease document. Please note, I snail mailed a copy to you on 8/22 and faxed a copy to you on 10/3. Please fax me back or call me to confirm receipt of this fax. If you have any questions, call me at 800-761-2118 x24.

Thanks,
Craig

Craig Reason
800-761-2118 x 24
Fax: 781-321-4108

Remember Leasing with Priority is as easy as 1,2,3

MAR-22-2005 14:49 PRIORITY LEASING 781 321 4108 P.12/17

END OF LEASE PURCHASE OPTION

LEASE NUMBER:
LESSEE: Hurst Investment, Inc, d/b/a Rental Place
EQUIPMENT: See Attached Schedule "A"

Provided that the lessee named above ("Lessee") is not then in default under that certain lease agreement dated , 20 between the undersigned and Lessee, and has paid all rentals and other payments due to the undersigned Lessor ("Lessor") or its Assignees in accordance with the lease agreement, Lessee shall have the option at the end of the Lease term to purchase the equipment described above (the "Equipment") at a price equal to \$1.00. The Lessee shall give to the Lessor written notice at least 90 days, and not more than 180 days, prior to the end of said term of its election to exercise the purchase option provided for herein. Payment of the option price shall be made to the Lessor at its address or at such other place as Lessor may designate in writing.

This End of Lease Purchase Privilege shall not be considered or construed to amend or alter the terms or conditions of the Lease and may be exercised only after all conditions and payment requirements of the Lease have been fulfilled.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first shown above. Please be further advised that this document will be null and void unless executed by an officer of Priority Leasing.

LESSOR: Priority Leasing, Inc.

By: [Signature]
Chris Morrissey, Assistant Vice President

LESSEE: Hurst Investment, Inc, d/b/a Rental Place

By: [Signature]
John Hurst, President

2nd fax
3rd fax
4th fax* 11-10-05

Craig,

This page was left out of the executed copy that I just received from Financial Pacific. They also billed me for sales tax. I am tax exempt.

Thanks,
[Signature]



Financial Pacific Leasing, LLC Verification Certificate

Billing

Lease #: 335470.901 Lessee Name: RENTAL PLACE
 Date: 7/27/05 Time: 1:55
 Billing Address: 8650 NESBIT FERRY RD ALPHARATTA GA 30022
 Equipment Location: SAME
 County: FULTON
 Verification Contact: JOHN % 100 SS #: 258-17-6517 DOB: 3/16/60
 Business Phone: (770) 594-9000 Fax: () Email:
 Home Phone: (770) 475-8757 Other #'s: ()
 Federal ID #: 58-1820304 A/P Contact & Title:


Is this a new business: Yes No If yes: What is the Lessee's business start date: 16 YRS
 How long at this location? SAME

Equipment

- Lessee has verified the vendor(s) of the leased equipment as VARIOUS. How did you select/find vendor? USED BEFORE
The vendor representative is VARIOUS.
- All of the equipment covered by the Lease Agreement has been received, installed and is operating satisfactorily. Lessee has *not* been instructed to inform FPL that all of the leased equipment is in the Lessee's possession when in fact it is not. The equipment received was confirmed as PARTY RENTAL EQUIP. On what date was the equipment delivered? WITHIN LAST 6 WEEKS
New or used equipment NEW
- Lessee has authorized FPL to make payment to the Vendor(s) of this transaction. Does the vendor owe you any money from this transaction? NO. What other agreements has the vendor made with you regarding this lease or equipment? NO. Have you or any other owner of this business previously owned any of this equipment? NO.

Invoicing

- Lessee acknowledges that this lease has been assigned to FPL by PRIORITY.
And all future lease payments will be paid to FPL.
- Lessee has been informed the lease payments are due on the 1ST of each month. Lessee has been informed that this lease commences on 8/1/05 and next payment due is 9/1/05.
- Lessee has been given an explanation of billing and interim rental formula. Interim rental is \$108.10. (Monthly payment divided by 30 days = \$54.05 per day multiplied by 2 days). Lessee has been provided an explanation of billing and informed that invoices will be sent out 17 days prior to each due date. Lessee has been advised they are responsible for payment of all Personal Property Taxes associated with this equipment. Detailed information on Personal Property Taxes will be included in your lease documentation package.
- Lessee was offered to participate in Automatic Payment Transfer Program.
 Mandatory Accepted Declined
- Lessee has been informed that they will be receiving a letter requesting insurance verification. Lessee understands that they will be automatically billed for insurance if the letter is not acknowledged and requirements are not met within 30 days of receiving the letter.

Verification completed by: FELICIA  Title: CACI

Verified the following with the lessee:

LEASE AGREEMENT

LEASE #: 243812

LESSEE

Hurst Investment, Inc, d/b/a Rental Place
Billing Address - 8650 Nesbit Ferry Rd Alpharatta GA 30022 County:

VENDOR/SUPPLIER

'see equipment list'

EQUIPMENT DESCRIPTION. Attach separate Addendum if needed.

Quantity Type, Make, Model & Serial Number
SEE ATTACHED EQUIPMENT LIST

EQUIPMENT LOCATION. Complete only if equipment will not be located at Lessee's address above.

Address County:

SCHEDULE OF LEASE PAYMENTS

Table with columns: Lease Term (Months), Number of Payments, Amount of Each Lease Payment (Rental, Tax exempt, Total Payment), Number of Prepayment(s), Administrative Fee, Security Deposit, Initial Amount Due.

Payment Due Date Interim Rent will be billed and calculated as follows: (Monthly Rental Payment divided by 30 days = Daily Rate) x (# of Days Between Acceptance Date And First Payment Date) = Total Interim Rental

1st 15th

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HERON AND ON THIS FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING.

THIS LEASE AGREEMENT, WHICH CONSISTS OF 4 PAGES, IS NOT BINDING UNTIL ACCEPTED BY LESSOR

LESSEE: Hurst Investment, Inc, d/b/a Rental Place

LESSOR: Priority Leasing, Inc.

Signature of John Hurst, dated 4/28/05

Signature of Lessor, Title

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED

Lessor, hereby Leases to the Lessee, and Lessee hereby hires and takes from Lessor all property described in this agreement or hereafter and made a part hereof.

- 1. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between Lessor and Lessee. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding on Lessor.
2. REPRESENTATIONS. Lessee acknowledges that no salesman or agent of the supplier of the equipment is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any matter by the supplier shall in any way effect the Lessee's duty to pay the Lease payments and perform its other obligations as set forth in this Lease.
3. STATUTORY FINANCE LEASE. Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance Lease under Article 2A of the Uniform Commercial Code.
4. ASSIGNMENT BY LESSEE PROHIBITED WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTEREST THEREIN, OR SUBLEASE THE EQUIPMENT, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.
5. APPLICABLE LAW AND VENUE. ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON.

6. NO WARRANTY. Lessee has selected both equipment and the supplier thereof. Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE AT ITS SOLE RISK AND EXPENSE. Lessee accordingly agrees not to assert any claim whatsoever against the Lessor based thereon. In addition, Lessee waives any and all rights and remedies conferred by UCC 2A-508 through 2A-522, including, but not limited to, the Lessee's right to (a) cancel or repudiate the lease; (b) reject or revoke acceptance of the Leased property; (c) deduct from rental payments all or any part of any claimed damages resulting from the Lessor's default under the Lease; (d) recover from the Lessor any general, special, incidental, or consequential damages, for any reason whatsoever. Lessee further waives any and all rights, now or hereafter conferred by statute or otherwise, that may require the Lessor to sell, re-lease, or otherwise use or dispose of the Leased property in mitigation of the Lessor's damages or that may otherwise limit or modify any of the Lessor's rights or remedies hereunder.

7. TERM. The initial term of this lease is set forth on the first page of this lease agreement. The term begins upon which of the following dates is earlier: (a) the date Lessee requests Lessor to make payment to the Supplier; or (b) the Acceptance Date as indicated on the Inspection/Verification Certificate.

8. LEASE PAYMENT-SECURITY DEPOSIT. The lease payments for the equipment leased shall be in the amount designated in the schedule of payments and shall commence on the indicated payment due date immediately following the equipment acceptance date. Lessee shall pay Lessor said lease payments on or before the due date and at the office of Lessor or to such other person or place as Lessor may designate in writing. Lessee agrees to pay pro rata rental (based on the monthly lease payments) for the period from the Acceptance Date, indicated on the Inspection/Verification Certificate, to the due date of the first payment. Said pro rata rental shall be in addition to the first payment and shall be made simultaneously with the first payment. Prepayments are credited with one payment being applied to the first month's rental and any other prepayment(s) are applied to the last month(s) rental(s). The security deposit as designated in the Lease shall remain as security for performance of the terms and conditions of the Lease and shall remain with the Lessor until termination of the Lease, absent breach of any terms of the Lease by Lessee unless otherwise agreed to in writing by both parties.

9. LATE CHARGES AND COLLECTION CHARGES. A late charge of 10% of the total monthly lease payment, or \$10, whichever is greater, will be assessed when a payment is not received on or before the due date. An additional late charge will be assessed for each month a payment remains unpaid. If Lessee's delinquency requires additional collection efforts, a charge will be assessed in accordance with Lessor's collection charge schedule. In addition, Lessee shall be assessed for any charges levied by an outside collection agency following Lessee's default.

10. LOCATION AND USE OF EQUIPMENT. Lessee shall keep the equipment at the location designated in the Lease, unless Lessor in writing permits its removal. Said equipment shall be used solely in the conduct of Lessee's business and Lessee warrants that property leased is for commercial or business purposes and not for consumer, personal, home or family purposes.

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

12. SURRENDER OF EQUIPMENT. At the expiration of this lease, or upon demand by Lessor pursuant to Paragraph 19 of this lease, Lessee at its expense shall return the equipment in proper working order, condition and repair by delivering it packed and ready for shipment to such place or on board such carrier as Lessor may specify. **WARNING: FAILURE TO PROMPTLY RETURN THE LEASED PROPERTY MAY RESULT IN CRIMINAL PROSECUTION AND/OR ADDITIONAL RENTAL CHARGES, ON A MONTH TO MONTH BASIS, UNTIL THE EQUIPMENT IS RECOVERED BY THE LESSOR.**

13. NOTICES. Services of all notices under this agreement shall be sufficient if given personally or mailed to Lessor at 3455 S. 344th Way, Federal Way, WA 98001, P.O. Box 4568, Federal Way, WA 98063, or to Lessee at Lessee's last known address or at such other address as a party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail duly addressed and postage prepaid.

14. LIABILITY AND INDEMNITY-LOSS AND DAMAGE. Lessee shall indemnify and hold Lessor harmless from any and all injury to or loss of the equipment from whatever cause, and from all liability arising out of the manufacture, selection, operation, use, maintenance, or delivery thereof, including attorney's fees. In the event of loss or damage of any kind whatsoever to the equipment, or to any part thereof, Lessee, at the option of the Lessor, shall (a) Replace the same in good condition, repair and working order; or (b) Replace the same, with like property of the same or greater value; provided, however, at Lessee's option, the remaining obligation of the lease can be satisfied by the payment of the remaining unpaid lease payments and the estimated value of the equipment at the expiration of the lease, and other amounts due under the lease, less the net amount of the recovery, if any, actually received by the Lessor from insurance or otherwise for such loss or damage. Lessor shall not be obligated to undertake litigation or otherwise the collection of any claim against any person for loss or damage of the equipment. Except as expressly provided in this paragraph, total or partial destruction of any equipment or total or partial loss of use or possession thereof to Lessee shall not release or relieve Lessee from the duty to pay the lease payments herein provided.

15. INSURANCE. Lessee, at its own expense, shall keep said equipment insured for the full term of this lease and any renewals or extensions thereof, for the full insurable value thereof against all risks of loss or damage, and against such other risks in such amounts as Lessor may specify, including liability insurance, with limits not less than \$300,000 (bodily injury and property damage) combined single limit. Provided, however, in those instances where Lessee is leasing equipment defined by Lessor as "mobile equipment," Lessee shall procure and maintain, for the full lease term, all risk physical damage insurance as opposed to insurance against fire and theft, with extended or combined coverages. All insurance policies must provide that no cancellation shall be effective without thirty (30) days' prior written notice to Lessor. Lessee shall deliver to Lessor the policies or evidence of insurance with a standard form of endorsement attached thereto showing Lessor to be named as an additional insured, together with receipts for the premiums thereunder. Lessee shall, at the request of Lessor, name as Loss Payee each party who may have a security interest in the equipment.

16. LESSEE'S FAILURE TO PAY TAXES, INSURANCE, ETC. Should Lessee fail to make any payment or do any act as herein provided, then Lessor shall have the right, but not the obligation, without notice to or demand upon Lessee, and without releasing Lessee from any obligation hereunder, to make or do the same and to pay, purchase, correct, or compromise any encumbrance, charge or lien which in the judgment of Lessor appears to affect the equipment, and in exercising such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefore. Should Lessee fail to provide Lessor the policies or evidence of insurance described herein, Lessee shall be assessed as to Lessor's purchase of insurance and also agrees that a charge therefore will be paid by the Lessee. All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee and shall bear interest at eighteen Percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate.

17. OWNERSHIP. The equipment is and shall be at all times the sole and exclusive property of Lessor. This lease and the equipment described herein may be subject to a preexisting security agreement in favor of a bank or another financial institution.

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

19. DEFAULT REMEDIES.

a) An event of default shall occur if:

(1) Lessee fails to pay any Lease installment and such failure continues for a period of ten (10) days;

(2) Lessee shall fail to perform or observe any covenant, condition or obligation to be performed or observed by it hereunder and such failure continues uncorrected for fifteen (15) days;

- (3) Lessee becomes insolvent or makes an assignment for the benefit of creditors;
 - (4) Lessee applies for or consents to the appointment of a receiver, trustee or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, or if such receiver, trustee or liquidator is appointed without the application or consent of Lessee, or to the extent permitted by law, if a petition is filed by or against the Lessee under the bankruptcy act, or any amendment thereto (including without limitation a petition for reorganization, arrangement or extension) or under any other insolvency law or law providing for relief of debtors;
 - (5) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or any item thereof. Lessee agrees it will not replace or substitute the equipment described herein for any reason whatsoever without first obtaining Lessor's consent. Failure to obtain Lessor's consent will constitute a default on part of the Lessee. Further, the term "equipment" shall include any and all replacement or substituted equipment, whether or not such replacement or substitution occurred with Lessor's consent.
- b) Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies:
- (1) To declare the entire unpaid lease payments and other sums payable by Lessee hereunder to be immediately due and payable;
 - (2) Cause Lessee, at Lessee's expense, promptly to return any or all of the equipment to Lessor, all without demand or legal process, and to allow Lessor to enter into the premises where the equipment may be found and take possession of or remove the same, whereupon all rights of the Lessee in the equipment shall terminate absolutely; and
 - (i) Retain the equipment and all lease payments made hereunder, or
 - (ii) Retain all prior lease payments and sell the equipment at public or private sale, with or without notice to Lessee. The sale price, less 10% to cover Lessor's internal costs, will be credited against the remaining unpaid lease payments, unpaid late charges, estimated value of equipment at the expiration of the lease, charges for reworking, storage, reworking and restocking the equipment, reasonable attorney's fees incurred by the Lessor and other amounts due under the lease in such order as the Lessor in its sole discretion shall determine. The Lessee shall remain liable for the deficiency and any surplus remaining after such application of proceeds of sale shall be paid to the Lessee, or to whosoever may be lawfully entitled to receive the same; or
 - (iii) Retain the equipment and all prior payments, with the Lessee remaining liable for the unpaid lease payments, unpaid late charges, charges for reworking and restoring equipment to proper order and working condition, reasonable attorney's fees incurred by Lessor, together with other amounts due under the lease; or
 - (iv) Lease the equipment, or any portion thereof, for such period, rental, and to such persons as Lessor shall select, and credit Lessee with an amount equal to Lessor's capital cost of this new lease, less ten percent (10%) after declaring all costs and expenses incurred in connection with the recovery, repair, storage and leasing of the equipment in payment of the lease and other obligations due from Lessee to Lessor hereunder. Lessee remaining responsible for any deficiency. It is agreed that the amounts to be retained by the Lessor and the balance to be paid by the Lessee under this paragraph (2) shall not be a penalty but shall be as and for liquidated damages for the breach of this lease and as reasonable return for the use of the equipment and for the depreciation thereof.
 - (3) Lessor may pursue any other remedy at law or in equity.
 - (4) No remedy hereon conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but shall be cumulative and in addition to every other remedy available to Lessor.

20. ATTORNEY'S FEES AND EXPENSE. In the event the Lessor is required to retain an attorney to assist in the enforcement of its rights under this lease agreement, it shall be entitled to a reasonable attorney's fee, however incurred, in addition to costs and necessary disbursements, whether or not suit becomes necessary, including fees incurred on appeal or in connection with a bankruptcy proceeding.

21. MAINTENANCE AND REPAIR. Lessor shall not be obligated to install, erect, test, adjust, service or make repairs or replacements to the equipment. Lessee shall not incur for Lessor's account or liability any expense therefore without Lessor's prior written consent. Lessee shall bear the expense of all necessary repairs, maintenance, operation, and replacements required to be made to maintain the equipment in proper working condition, reasonable wear and tear excepted.

22. OPERATION OF EQUIPMENT. Lessee shall cause the equipment to be operated by competent employees only, and shall pay all expenses of operation. Lessee shall comply with all laws and regulations relating to ownership, possession, operation, use and maintenance of the equipment. Lessee shall hold Lessor harmless from any and all actual or asserted violations of the aforesaid covenant.

23. TAXES. Lessee shall pay and discharge all sales, use, property and other tax or taxes now or hereafter imposed by any state, federal or local government upon government upon the equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and will, from time to time, on request of Lessor, submit written evidence of the payment of all the governmental obligations mentioned in this paragraph. The Lessor will, on any property tax returns required to be filed by it, include the property covered by this lease or any substitution or addition thereto as property in the possession of Lessee for purposes of tax assessments. Upon termination of this Lease, Lessor will collect personal property taxes for every year assessed by the taxing jurisdictions, but unpaid as of the termination. The amount collected will be estimated by multiplying 1.5% of the taxes or the initial cost of the equipment by the number of years assessed. In the event that the actual personal property tax bill is within \$500 of such estimate, then the Lessor shall not seek reimbursement from the Lessee for any underpayment, and Lessor may retain any overpayment. If the difference between such estimate and the actual tax bill exceeds \$500, Lessor shall refund or Lessee shall remit the entire difference.

24. LESSOR'S ASSIGNMENT. Lessor may assign the lease payments reserved herein or all or any of Lessor's other rights hereunder. After such assignment, Lessee waives any right Lessee may have to claim or assert any defenses, setoffs or counterclaims against assignee of the Lessor. Lessee will settle all claims arising out of alleged breach of warranties, defenses, setoffs and counterclaims it may have against Lessor directly with Lessor and not set up any such against Lessor's assignee. An assignee of Lessor shall not be obligated to perform any of Lessor's obligations under this lease. Lessee, on receiving notice of any such assignment, shall abide thereby and make payment as may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term Lessor shall be deemed to include or refer to Lessor's assignee. Lessee acknowledges that the equipment may be subject to a security interest which is prior to Lessee's interest in the equipment.

25. PERSONAL PROPERTY. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise. Lessee shall obtain the necessary permission from the owner of any real property where the equipment is to be affixed to the realty or be deemed a fixture in order that said leased property shall at all times be severable and removable therefrom by the Lessor, free of any right, title, claim or interest of the property owner and of the Lessee except as herein provided. The equipment shall at all times remain the property of Lessor.

26. LESSOR'S ENCUMBRANCE. In the event Lessor defaults in the payment of any sum to be paid pursuant to any conditional sales contract, chattel mortgage mortgage or purchase money security agreement, Lessee may pay the lease payment to the holder of said encumbrance after notice of default, and to the extent thereof such payment shall constitute payment of the lease payment to Lessor.

27. FINANCIAL STATEMENTS. The Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the current financial condition and operations of Lessee.

28. MISCELLANEOUS. Lessee will not change or remove any initials or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable labeling thereto to indicate Lessor's ownership. All transportation charges shall be borne by Lessee. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this lease. This lease is irrevocable for the full term hereof and for the aggregate lease payments herein reserved, and the lease payments shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason. Delinquent lease installments and other sums due under this lease shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. Lessee gives Lessor permission to give credit reporting agencies, creditors and potential creditors information relating to any credit Lessor may grant Lessee. Lessee, at its option, may utilize this lease as a UCC financing statement for filing purposes. Lessee grants to Lessor a specific power of attorney for Lessor to use to sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the equipment or pursuant to the Uniform Commercial Code. If Lessor is required by law to discount any unpaid lease payment or other sums payable by Lessee hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%) annually. If any provision of this Lease is held to be contrary to law, such provision shall be disregarded and the remainder of this agreement shall be enforceable according to its terms.

GUARANTEE

To induce Lessor to enter into a Lease with Hurst Investment, Inc, d/b/a Rental Place ("Lessee"), the undersigned Guarantor unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor under the lease. Lessor shall not be required to proceed against the Lessee or the equipment or enforce any other remedy before proceeding against the undersigned. The undersigned waives notice of acceptance hereof and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and guarantors without notice and without in any way releasing the undersigned from his or her obligations hereunder. Guarantor waives any right to require Lessor to apply payments in a certain manner and acknowledges that Lessor may apply payments received in the fashion most advantageous to the Lessor. Furthermore, Guarantor waives any and all claims against the Lessee, by subrogation or otherwise, until such time as Lessee's obligations to Lessor are fully and finally satisfied. This is a continuing guarantee and shall not be discharged, impaired or affected by death of the undersigned or the existence or nonexistence of the Lessee as a legal entity. This continuing Guarantee shall bind the heirs, administrators, representatives, successors, and assigns of undersigned and may be enforced by or for the benefit of any assignee or successor of Lessor.

The provisions of this Lease Guarantee shall extend to and apply to all the obligations of the Lessee under all lease agreements executed by Lessee for the benefit of Lessor, whether executed before or after the date of this guarantee, and whether set forth in separate lease agreements, schedules, applications, orders or collateral documents (all of which shall be referred to herein, both individually and collectively, as the "Lease Agreement"). The execution of this Lease Guarantee shall not extinguish, release or waive any obligations, promises, or guarantees contained in any Lease Agreement previously executed by Guarantor for the benefit of the Lessor. The undersigned agrees to pay a reasonable attorney's fee, and all other costs and expenses incurred by the Lessor or its successors or assigns in the enforcement of the Guarantee, whether or not a lawsuit is started.

The undersigned personal guarantor consents to Financial Pacific Leasing, LLC obtaining a consumer credit report on the undersigned for the purpose of evaluating the creditworthiness of the undersigned from time to time as may be needed in the credit evaluation and review process.

Law Which Applies

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

Whole Agreement

This Guarantee contains the entire understanding between Lessor and Guarantor.

John Hurst (No Title)
John Hurst
Date 4/29/05 Social Security # _____
Home Phone # 770 475-8757

John Hurst (No Title)
John Hurst
Date 4/29/05 Social Security # _____
Home Phone # 770 475-8757

_____ (No Title)
Date _____ Social Security # _____
Home Phone # _____

_____ (No Title)
Date _____ Social Security # _____
Home Phone # _____

DELIVERY AND ACCEPTANCE AUTHORIZATION

Lessee's signature authorizes Lessor to verify by phone with a representative of Lessee the date the Equipment was accepted by the Lessee; the Equipment description, including the serial number; the schedule of lease payments; that all necessary installation has been completed; that the Equipment has been examined by Lessee and is in good operating order and condition and is in all respects satisfactory to Lessee and that Equipment is accepted by Lessee for all purposes under the Lease. This information will be recorded on an Inspection/Verification Certificate, a copy of which will be forwarded to Lessee upon completion by Lessor. Lessee hereby authorizes Lessor to either insert or correct the Lessor and/or Vendor name(s), Equipment description, Equipment location and schedule of lease payments. Lessee hereby authorizes Lessor to make payment to the Vendor upon completion of the Inspection/Verification Certificate.

LESSEE Hurst Investment, Inc, d/b/a Rental Place
 John Hurst President & Individually
John Hurst Title

Date 4/29/05

FPPG 12/01

LEASE AGREEMENT

LEASE #: 243612

LESSEE

Hurst Investment, Inc, d/b/a Rental Place

Billing Address - 8650 Nesbit Ferry Rd Alpharatta GA 30022

County:

VENDOR/SUPPLIER

'see equipment list'

EQUIPMENT DESCRIPTION. Attach separate Addendum if needed.

Quantity Type, Make, Model & Serial Number

SEE ATTACHED EQUIPMENT LIST

EQUIPMENT LOCATION. Complete only if equipment will not be located at Lessee's address above.

Address

County:

SCHEDULE OF LEASE PAYMENTS

Lease Term (Months)	Number of Payments	Amount of Each Lease Payment			x	Number of Prepayment(s)	+ Administrative Fee	+ Security Deposit	= Initial Amount Due
		Rental	Tax <i>exempt</i>	Total Payment					
36	36	\$1,442.86	\$101.00	\$1,543.86		2	\$425.00	\$0.00	\$3,512.72

Payment Due Date: Interim Rent will be billed and calculated as follows: (Monthly Rental Payment divided by 30 days = Daily Rate) x (# of Days Between Acceptance Date And First Payment Date) = Total Interim Rental

1st 15th

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THIS FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING.

THIS LEASE AGREEMENT, WHICH CONSISTS OF 4 PAGES, IS NOT BINDING UNTIL ACCEPTED BY LESSOR

LESSEE: Hurst Investment, Inc, d/b/a Rental Place

LESSOR: Priority Leasing, Inc.

X John Hurst
 John Hurst, President & Individually
 4/29/03
 (Date)

By [Signature]
 (Signature Only)
 [Title]

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED

Lessor, hereby Leases to the Lessee, and Lessee hereby hires and takes from Lessor all property described in this agreement or hereafter and made a part hereof.

- ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Lessor and Lessee. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding on Lessor. All prior conversations, agreements or representations related hereto and/or to said equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by Lessor.
- REPRESENTATIONS.** Lessee acknowledges that no salesman or agent of the supplier of the equipment is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any matter by the supplier shall in any way effect the Lessee's duty to pay the Lease payments and perform its other obligations as set forth in this Lease.
- STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee has selected both: (1) the equipment; and (2) the supplier from whom Lessor is to purchase the equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the equipment or of the supplier, and Lessor has not selected, manufactured, or supplied the equipment.
 LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING THE LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE EQUIPMENT SUPPLIER FOR A DESCRIPTION OF ANY SUCH RIGHTS.
- ASSIGNMENT BY LESSEE PROHIBITED WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.** LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTEREST THEREIN, OR SUBLEASE THE EQUIPMENT, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.
- APPLICABLE LAW AND VENUE.** ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND VENUE (LOCATION) FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN KING COUNTY, STATE OF WASHINGTON. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION.

6. **NO WARRANTY.** Lessee has selected both equipment and the supplier thereof. Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, **MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE AT ITS SOLE RISK AND EXPENSE.** Lessee accordingly agrees not to assert any claim whatsoever against the Lessor based thereon. In addition, Lessee waives any and all rights and remedies conferred by UCC 2A-308 through 2A-322, including, but not limited to, the Lessee's right to (a) cancel or repudiate the lease; (b) reject or revoke acceptance of the Leased property; (c) deduct from rental payments all or any part of any claimed damages resulting from the Lessor's default under the Lease; (d) recover from the Lessor any general, special, incidental, or consequential damages, for any reason whatsoever. Lessee further waives any and all rights, now or hereafter conferred by statute or otherwise, that may require the Lessor to sell, re-lease, or otherwise use or dispose of the Leased property in mitigation of the Lessor's damages or that may otherwise limit or modify any of the Lessor's rights or remedies hereunder.

7. **TERM.** The initial term of this lease is set forth on the first page of this lease agreement. The term begins upon which of the following dates is earlier: (a) the date Lessee requests Lessor to make payment to the Supplier; or (b) the Acceptance Date as indicated on the Inspection/Verification Certificate.

8. **LEASE PAYMENT-SECURITY DEPOSIT.** The lease payments for the equipment leased shall be in the amount designated in the schedule of payments and shall commence on the indicated payment due date immediately following the equipment acceptance date. Lessee shall pay Lessor said lease payments on or before the due date and at the office of Lessor or to such other person or place as Lessor may designate in writing. Lessee agrees to pay pro rata rental (based on the monthly lease payments) for the period from the Acceptance Date, indicated on the Inspection/Verification Certificate, to the due date of the first payment. Said pro rata rental shall be in addition to the first payment and shall be made simultaneously with the first payment. Prepayments are credited with one payment being applied to the first month's rental and any other prepayment(s) are applied to the last month(s) rental(s). The security deposit as designated in the Lease shall remain as security for performance of the terms and conditions of the Lease and shall remain with the Lessor until termination of the Lease, absent breach of any terms of the Lease by Lessee unless otherwise agreed to in writing by both parties.

9. **LATE CHARGES AND COLLECTION CHARGES.** A late charge of 10% of the total monthly lease payment, or \$10, whichever is greater, will be assessed when a payment is not received on or before the due date. An additional late charge will be assessed for each month a payment remains unpaid. If Lessee's delinquency requires additional collection efforts, a charge will be assessed in accordance with Lessor's collection charge schedule. In addition, Lessee shall be assessed for any charges levied by an outside collection agency following Lessee's default.

10. **LOCATION AND USE OF EQUIPMENT.** Lessee shall keep the equipment at the location designated in the Lease, unless Lessor in writing permits its removal. Said equipment shall be used solely in the conduct of Lessee's business and Lessee warrants that property leased is for commercial or business purposes and not for consumer, personal, home or family purposes.

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

12. **SURRENDER OF EQUIPMENT.** At the expiration of this lease, or upon demand by Lessor pursuant to Paragraph 19 of this lease, Lessee at its expense shall return the equipment in proper working order, condition and repair by delivering it packed and ready for shipment to such place or on board such carrier as Lessor may specify. **WARNING: FAILURE TO PROMPTLY RETURN THE LEASED PROPERTY MAY RESULT IN CRIMINAL PROSECUTION AND/OR ADDITIONAL RENTAL CHARGES, ON A MONTH TO MONTH BASIS, UNTIL THE EQUIPMENT IS RECOVERED BY THE LESSOR.**

13. **NOTICES.** Services of all notices under this agreement shall be sufficient if given personally or mailed to Lessor at 3455 S. 344th Way, Federal Way, WA 98001, P.O. Box 4568, Federal Way, WA 98063, or to Lessee at Lessee's last known address or at such other address as a party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail duly addressed and postage prepaid.

14. **LIABILITY AND INDEMNITY-LOSS AND DAMAGE.** Lessee shall indemnify and hold Lessor harmless from any and all injury to or loss of the equipment from whatever cause, and from all liability arising out of the manufacture, selection, operation, use, maintenance, or delivery thereof, including attorney's fees. In the event of loss or damage of any kind whatsoever to the equipment, or to any part thereof, Lessee, at the option of the Lessor, shall (a) Replace the same in good condition, repair and working order; or (b) Replace the same, with like property of the same or greater value; provided, however, at Lessee's option, the remaining obligation of the lease can be satisfied by the payment of the remaining unpaid lease payments and the estimated value of the equipment at the expiration of the lease, and other amounts due under the lease, less the net amount of the recovery, if any, actually received by the Lessor from insurance or otherwise for such loss or damage. Lessor shall not be obligated to undertake litigation or otherwise the collection of any claim against any person for loss or damage of the equipment. Except as expressly provided in this paragraph, total or partial destruction of any equipment or total or partial loss of use or possession thereof to Lessee shall not release or relieve Lessee from the duty to pay the lease payments herein provided.

15. **INSURANCE.** Lessee, at its own expense, shall keep said equipment insured for the full term of this lease and any renewals or extensions thereof, for the full insurable value thereof against all risks of loss or damage, and against such other risks in such amounts as Lessor may specify, including liability insurance, with limits not less than \$500,000 (bodily injury and property damage) combined single limit. Provided, however, in those instances where Lessee is leasing equipment defined by Lessor as "mobile equipment," Lessee shall procure and maintain, for the full lease term, all risk physical damage insurance as opposed to insurance against fire and theft, with extended or combined coverage. All insurance policies must provide that no cancellation shall be effective without thirty (30) days' prior written notice to Lessor. Lessee shall deliver to Lessor the policies or evidences of insurance with a standard form of endorsement attached thereto showing Lessor to be named as an additional insured, together with receipts for the premiums thereunder. Lessee shall, at the request of Lessor, name as Loss Payee such party who may have a security interest in the equipment.

16. **LESSEE'S FAILURE TO PAY TAXES, INSURANCE, ETC.** Should Lessee fail to make any payment or do any act as herein provided, then Lessor shall have the right, but not the obligation, without notice to or demand upon Lessee, and without releasing Lessee from any obligation hereunder, to make or do the same and to pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Lessor appears to affect the equipment, and in exercising such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefore. Should Lessee fail to provide Lessor the policies or evidence of insurance described herein, Lessee shall be assessed as to Lessor's purchase of insurance and also agrees that a charge therefore will be paid by the Lessee. All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee and shall bear interest at eighteen Percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate.

17. **OWNERSHIP.** The equipment is and shall be at all times the sole and exclusive property of Lessor. This lease and the equipment described herein may be subject to a preexisting security agreement in favor of a bank or another financial institution.

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

19. **DEFAULT REMEDIES.**
 a) An event of default shall occur if:

- (1) Lessee fails to pay any Lease installment and such failure continues for a period of ten (10) days;
- (2) Lessee shall fail to perform or observe any covenant, condition or obligation to be performed or observed by it hereunder and such failure continues uncorrected for fifteen (15) days;

(3) Lessee becomes insolvent or makes an assignment for the benefit of creditors;

(4) Lessee applies for or consents to the appointment of a receiver, trustee or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, or if such receiver, trustee or liquidator is appointed without the application or consent of Lessee, or to the extent permitted by law, if a petition is filed by or against the Lessee under the bankruptcy act, or any amendment thereto (including without limitation a petition for reorganization, arrangement or extension) or under any other insolvency law or law providing for relief of debtors;

(5) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or any item thereof. Lessee agrees it will not replace or substitute the equipment described herein for any reason whatsoever without first obtaining Lessor's consent. Failure to obtain Lessor's consent will constitute a default on part of the Lessee. Further, the term "equipment" shall include any and all replacement or substituted equipment, whether or not such replacement or substitution occurred with Lessor's consent.

b) Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies:

(1) To declare the entire unpaid lease payments and other sums payable by Lessee hereunder to be immediately due and payable;

(2) Cause Lessee, at Lessee's expense, promptly to return any or all of the equipment to Lessor, all without demand or legal process, and to allow Lessor to enter into the premises where the equipment may be found and take possession of or remove the same, whereupon all rights of the Lessee in the equipment shall terminate absolutely, and

(i) Retain the equipment and all lease payments made hereunder, or

(ii) Retain all prior lease payments and sell the equipment at public or private sale, with or without notice to Lessee. The sale price, less 10% to cover Lessor's internal costs, will be credited against the remaining unpaid lease payments, unpaid late charges, estimated value of equipment at the expiration of the lease, charges for retaking, storage, repainting and reselling the equipment, reasonable attorney's fees incurred by the Lessor and other amounts due under the lease in such order as the Lessor in its sole discretion shall determine. The Lessee shall remain liable for the deficiency and any surplus remaining after such application of proceeds of sale shall be paid to the Lessee, or to whosoever may be lawfully entitled to receive the same; or

(iii) Retain the equipment and all prior payments, with the Lessee remaining liable for the unpaid lease payments, unpaid late charges, charges for retaking and restoring equipment to proper order and working condition, reasonable attorney's fees incurred by Lessor, together with other amounts due under the Lease; or

(iv) Lease the equipment, or any portion thereof, for such period, rental, and to such persons as Lessor shall select, and credit Lessee with an amount equal to Lessor's capital cost of this new lease, less ten percent (10%) after declaring all costs and expenses incurred in connection with the recovery, repair, storage and leasing of the equipment in payment of the lease and other obligations due from Lessee to Lessor hereunder, Lessee remaining responsible for any deficiency. It is agreed that the amounts to be retained by the Lessor and the balance to be paid by the Lessee under this paragraph (2) shall not be a penalty but shall be as and for liquidated damages for the breach of this lease and as reasonable return for the use of the equipment and for the depreciation thereof.

(3) Lessor may pursue any other remedy at law or in equity.

(4) No remedy hereon conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but shall be cumulative and in addition to every other remedy available to Lessor.

20. ATTORNEY'S FEES AND EXPENSE. In the event the Lessor is required to retain an attorney to assist in the enforcement of its rights under this lease agreement, it shall be entitled to a reasonable attorney's fee, however incurred, in addition to costs and necessary disbursements, whether or not suit becomes necessary, including fees incurred on appeal or in connection with a bankruptcy proceeding.

21. MAINTENANCE AND REPAIR. Lessor shall not be obligated to install, erect, test, adjust, service or make repairs or replacements to the equipment. Lessee shall not incur for Lessor's account or liability any expense therefore without Lessor's prior written consent. Lessee shall bear the expense of all necessary repairs, maintenance, operation, and replacements required to be made to maintain the equipment in proper working condition, reasonable wear and tear excepted.

22. OPERATION OF EQUIPMENT. Lessee shall cause the equipment to be operated by competent employees only, and shall pay all expenses of operation. Lessee shall comply with all laws and regulations relating to ownership, possession, operation, use and maintenance of the equipment. Lessee shall hold Lessor harmless from any and all actual or asserted violations of the aforesaid covenant.

23. TAXES. Lessee shall pay and discharge all sales, use, property and other tax or taxes now or hereafter imposed by any state, federal or local government upon government upon the equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and will, from time to time, on request of Lessor, submit written evidence of the payment of all the governmental obligations mentioned in this paragraph. The Lessor will, on any property tax returns required to be filed by it, include the property covered by this lease or any substitution or additions thereto as property in the possession of Lessee for purposes of tax assessments. Upon termination of this Lease, Lessor will collect personal property taxes for every year assessed by the taxing jurisdictions, but unpaid as of the termination. The amount collected will be estimated by multiplying 1.5% of the taxes of the initial cost of the equipment by the number of years assessed. In the event that the actual personal property tax bill is within \$500 of such estimate, then the Lessor shall not seek reimbursement from the Lessee for any underpayment, and Lessor may retain any overpayment. If the difference between such estimate and the actual tax bill exceeds \$500, Lessor shall refund or Lessee shall remit the entire difference.

24. LESSOR'S ASSIGNMENT. Lessor may assign the lease payments reserved herein or all or any of Lessor's other rights hereunder. After such assignment, Lessee waives any right Lessee may have to claim or assert any defenses, setoffs or counterclaims against assignee of the Lessor. Lessee will settle all claims arising out of alleged breach of warranties, defenses, setoffs and counterclaims it may have against Lessor directly with Lessor and not set up any such against Lessor's assignee. An assignee of Lessor shall not be obligated to perform any of Lessor's obligations under this lease. Lessee, on receiving notice of any such assignment, shall abide thereby and make payment as may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term Lessor shall be deemed to include or refer to Lessor's assignee. Lessee acknowledges that the equipment may be subject to a security interest which is prior to Lessee's interest in the equipment.

25. PERSONAL PROPERTY. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise. Lessee shall obtain the necessary permission from the owner of any real property where the equipment is to be affixed to the realty or be deemed a fixture in order that said leased property shall at all times be severable and removable therefrom by the Lessor, free of any right, title, claim or interest of the property owner and of the Lessee except as herein provided. The equipment shall at all times remain the property of Lessor.

26. LESSOR'S ENCUMBRANCE. In the event Lessor defaults in the payment of any sum to be paid pursuant to any conditional sales contract, chattel mortgage mortgage or purchase money security agreement, Lessee may pay the lease payment to the holder of said encumbrance after notice of default, and to the extent thereof such payment shall constitute payment of the lease payment to Lessor.

27. FINANCIAL STATEMENTS. The Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the current financial condition and operations of Lessee.

28. MISCELLANEOUS. Lessee will not charge or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereto to indicate Lessor's ownership. All transportation charges shall be borne by Lessee. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this lease. This lease is irrevocable for the full term hereof and for the aggregate lease payments herein reserved, and the lease payments shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason. Delinquent lease installments and other sums due under this lease shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. Lessee gives Lessor permission to give credit reporting agencies, creditors and potential creditors information relating to any credit Lessor may grant Lessee. Lessor, at its option, may utilize this lease as a UCC financing statement for filing purposes. Lessee grants to Lessor a specific power of attorney for Lessor to use to sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the equipment or pursuant to the Uniform Commercial Code. If Lessor is required by law to discount any unpaid lease payment or other sums payable by Lessee hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%) annually. If any provision of this Lease is held to be contrary to law, such provision shall be disregarded and the remainder of this agreement shall be enforceable according to its terms.

GUARANTEE

To induce Lessor to enter into a Lease with Hurst Investment, Inc, d/b/a Rental Place ("Lessee"), the undersigned Guarantor unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor under the lease. Lessor shall not be required to proceed against the Lessee or the equipment or enforce any other remedy before proceeding against the undersigned. The undersigned waives notice of acceptance herof and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and guarantors without notice and without in any way releasing the undersigned from his or her obligations hereunder. Guarantor waives any right to require Lessor to apply payments in a certain manner and acknowledges that Lessor may apply payments received in the fashion most advantageous to the Lessor. Furthermore, Guarantor waives any and all claims against the Lessee, by subrogation or otherwise, until such time as Lessee's obligations to Lessor are fully and finally satisfied. This is a continuing guarantee and shall not be discharged, impaired or affected by death of the undersigned or the existence or nonexistence of the Lessee as a legal entity. This continuing Guarantee shall bind the heirs, administrators, representatives, successors, and assigns of undersigned and may be enforced by or for the benefit of any assignee or successor of Lessor.

The provisions of this Lease Guarantee shall extend to and apply to all the obligations of the Lessee under all lease agreements executed by Lessee for the benefit of Lessor, whether executed before or after the date of this guarantee, and whether set forth in separate lease agreements, schedules, applications, orders or collateral documents (all of which shall be referred to herein, both individually and collectively, as the "Lease Agreement"). The execution of this Lease Guarantee shall not extinguish, release or waive any obligations, promises, or guarantees contained in any Lease Guarantee previously executed by Guarantor for the benefit of the Lessor. The undersigned agrees to pay a reasonable attorney's fee, and all other costs and expenses incurred by the Lessor or its successors or assigns in the enforcement of the Guarantee, whether or not a lawsuit is started.

The undersigned personal guarantor consents to Financial Pacific Leasing, LLC obtaining a consumer credit report on the undersigned for the purpose of evaluating the creditworthiness of the undersigned from time to time as may be needed in the credit evaluation and review process.

Law Which Applies

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

Whole Agreement

This Guarantee contains the entire understanding between Lessor and Guarantor.

John Hurst (No Title)
 Date 4/29/05 Social Security # _____
 Home Phone # 770 475-8757

John Hurst (No Title)
 Date 4/29/05 Social Security # _____
 Home Phone # 770 475 8757

_____ (No Title)
 Date _____ Social Security # _____
 Home Phone # _____

_____ (No Title)
 Date _____ Social Security # _____
 Home Phone # _____

DELIVERY AND ACCEPTANCE AUTHORIZATION

Lessee's signature authorizes Lessor to verify by phone with a representative of Lessee the date the Equipment was accepted by the Lessee; the Equipment description, including the serial numbers; the schedule of lease payments; that all necessary installation has been completed; that the Equipment has been examined by Lessee and is in good operating order and condition and is in all respects satisfactory to Lessee and that Equipment is accepted by Lessee for all purposes under the Lease. This information will be recorded on an Inspection/Verification Certificate, a copy of which will be forwarded to Lessor upon completion by Lessor. Lessee hereby authorizes Lessor to either insert or correct the Lessor and/or Vendor name(s), Equipment description, Equipment location and schedule of lease payments. Lessee hereby authorizes Lessor to make payment to the Vendor upon completion of the Inspection/Verification Certificate.

LESSEE Hurst Investment, Inc, d/b/a Rental Place
 John Hurst President & Individually
 Title _____

Date 4/29/05

FPPG 12/01

Priority Leasing, Inc
174 Green St, Melrose, MA 02176
800-761-2118 (ext 24) Fax # 781-321-4108
email: creason@priorityleasing.com

Priority Leasing Inc.

To:	John Hurst	From:	Craig Reason x24
Attn:		Pages:	2 -(including cover)
Fax:	(770) 594-0019	Date:	11/22/05
Re:	Signed End of Lease Document	CC:	

Urgent For Review Please Comment Please Reply Please Recycle

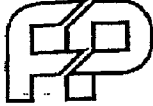
Hi John,

I attached a copy of the signed End of Lease document. Please note, I snail mailed a copy to you on 8/22 and faxed a copy to you on 10/3. Please fax me back or call me to confirm receipt of this fax. If you have any questions, call me at 800-761-2118 x24.

Thanks,
Craig

Craig Reason
800-761-2118 x 24
Fax: 781-321-4108

Remember Leasing with Priority is as easy as 1,2,3



Financial Pacific Leasing, LLC Verification Certificate

Billing

Lease #: 335470901 Lessee Name: RENTAL PLACE
 Date: 7/27/05 Time: 1:55
 Billing Address: 8650 NESBIT FERRY RD ALPHARATTA GA 30022
 Equipment Location: SAME
 County: FULTON
 Verification Contact: JOHN % 100 SS #: 258-17-6517 DOB: 3/16/60
 Business Phone: (770) 594-9000 Fax: () Email:
 Home Phone: (770) 475-8757 Other #'s: ()
 Federal ID #: 58-1820304 A/P Contact & Title:

Is this a new business: Yes No If yes: What is the Lessee's business start date: 16 YRS.
 How long at this location? SAME

Equipment

- Lessee has verified the vendor(s) of the leased equipment as VARIOUS. How did you select/find vendor? USED BEFORE
The vendor representative is VARIOUS.
- All of the equipment covered by the Lease Agreement has been received, installed and is operating satisfactorily. Lessee has *not* been instructed to inform FPL that all of the leased equipment is in the Lessee's possession when in fact it is not. The equipment received was confirmed as PARTY-RENTAL EQUIP. On what date was the equipment delivered? WITHIN LAST 6 WEEKS
New or used equipment NEW
- Lessee has authorized FPL to make payment to the Vendor(s) of this transaction. Does the vendor owe you any money from this transaction? NO. What other agreements has the vendor made with you regarding this lease or equipment? NO. Have you or any other owner of this business previously owned any of this equipment? NO.

Invoicing

- Lessee acknowledges that this lease has been assigned to FPL by PRIORITY.
And all future lease payments will be paid to FPL.
- Lessee has been informed the lease payments are due on the 1ST of each month. Lessee has been informed that this lease commences on 8/1/05 and next payment due is 9/1/05.
- Lessee has been given an explanation of billing and interim rental formula. Interim rental is \$108.10. (Monthly payment divided by 30 days = \$54.05 per day multiplied by 2 days). Lessee has been provided an explanation of billing and informed that invoices will be sent out 17 days prior to each due date. Lessee has been advised they are responsible for payment of all Personal Property Taxes associated with this equipment. Detailed information on Personal Property Taxes will be included in your lease documentation package.
- Lessee was offered to participate in Automatic Payment Transfer Program.
 Mandatory Accepted Declined
- Lessee has been informed that they will be receiving a letter requesting insurance verification. Lessee understands that they will be automatically billed for insurance if the letter is not acknowledged and requirements are not met within 30 days of receiving the letter.

Verification completed by: RELICIA  Title: CAGE

Verified the following with the lessee:

ADDENDUM TO LEASE RENTAL YARD AGREEMENT

Lease No.: ~~XXXX~~ 335470.901

The Lessee hereby acknowledges and confirms that they are in the primary business of short to medium term equipment rentals to consumers and commercial entities. As such, the equipment covered under this Lease Agreement may not be in the Lessor's direct care, custody and control at all times as required by Paragraph 10 of the Lease Agreement.

Pursuant to Paragraph 10 of the Lease Agreement, Lessee shall be responsible for maintaining current and accurate records showing the location of all equipment covered under the Lease Agreement at all times. Lessee shall report the location of the equipment to Lessor upon written request by Lessor. Failure to provide records on request shall constitute a breach of the lease, which default shall be governed by the terms and conditions specified by Paragraph 19 of the Lease Agreement.

Additionally, Lessee may, on occasion, have opportunities to sell various equipment in its inventory. In accordance with Paragraph 4 of the Lease Agreement, Lessee shall not under any circumstances encumber, sell, convert, dispose, convey title or otherwise transfer the equipment covered under the Lease Agreement without Lessor's express written consent. Lessee clearly understands that any such encumbrance, sale, conversion, disposition or conveyance by Lessee shall constitute a breach of the Lease Agreement. In addition to those remedies available to Lessor in the event of such a breach, Lessor may seek additional civil or criminal charges against Lessee and any or all guarantors who are in any way involved in the breach.

LESSOR: Priority Leasing, Inc.

LESSEE: Hurst Investment, Inc, d/b/a Rental Place

BY: [Signature]

BY: [Signature]
John Hurst

ITS: AVP

ITS: President & Individually

DATE: 07/18/05

DATE: 4-28-05

SIGNATURES OF ALL GUARANTORS REQUIRED

GUARANTORS:

X [Signature] (no title)
John Hurst
Date 4-28-05

X [Signature] (no title)
Liz Hurst
Date 4-28-05

X _____ (no title)

X _____ (no title)

Date _____

Date _____

X _____ (no title)

X _____ (no title)

Date _____

Date _____

A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

PPRYA 12/01

**CERTIFIED COPY OF CORPORATE RESOLUTION FOR LEASING
FROM AND OTHERWISE DEALING WITH
PRIORITY LEASING, INC.**

The undersigned Secretary does hereby certify that they are the duly elected and qualified Secretary of

First Investment, Inc. d/b/a Rental Pla, a Subchapter S

corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of said corporation at a meeting of said Board of Directors convened and held in accordance with the By-Laws of said corporation on the 28 day of April, 2005, and that said resolutions are now in full force and effect.

RESOLVED that any one of the officers, employees, and agents (hereinafter referred to as "Officers") listed below are authorized to take the following actions in the name of and on behalf of this corporation.

1. To lease from Priority Leasing, Inc. (Lessor) such equipment or other personal property on such terms as said Officers deem advisable and in the best interest of the corporation from time to time and the execution of any lease agreement by said Officers shall be conclusive evidence of their approval thereof.
2. To sign and deliver all leases and related documents, including any notes or other evidences of indebtedness as may be requested by the Lessor.
3. To pledge as collateral security for the performance of the obligations of the corporation to the Lessor, such assets of the corporation as may be required and agreed upon between the Officers and the Lessor.

RESOLVED FURTHER that, except as indicated above, each one of the Officers listed below is conferred with a general authority to deal on behalf of and in the name of this corporation with the Lessor.

RESOLVED FURTHER that the following are the true and correct signatures and designations of the Officers referred to above:

NAMES	SIGNATURES	TITLES
John Hurst		President

RESOLVED FURTHER that this resolution shall continue in force until notice in writing of its revocation shall be given to and received by the Lessor at 3455 S. 344th Way, P.O. Box 4568, Federal Way, WA 98063, by certified mail, return receipt requested and notwithstanding the giving of such notice, this resolution shall be effective as to all agreements entered into prior to Lessor's receipt of such notice.

RESOLVED FURTHER that the secretary of the corporation be and hereby is authorized to furnish this certificate of authority to the Lessor and that a copy of this certificate shall be conclusive evidence of the authority of the Officers to deal with the Lessor on behalf of the corporation.

DATED this 28 day of April, 2005

* Secretary *

Signed and sealed (if necessary) with seal of the corporation. (Seal of Corporation not necessary for Washington Corporations.)

MAR-22-2005 14:51

PRIORITY LEASING

781 321 4108 P.15/17

INSURANCE INFORMATION

To: Agent's Name ARA Insurance Date: _____
 Address: 102 NW Parkway Lease #: _____
 City: Kansas City State: MO Zip: 64150
 Phone #: 800-821-0580 Attn: [initials]
 Fax #: _____

From: Hurst Investment, Inc. d/b/a Rental Place
 8650 Nesbit Ferry Rd
 Alpharetta, GA 30022

Gentlemen:

We have entered into a lease agreement with Priority Leasing, Inc. for the following equipment, with a value of \$40,235.97 for the following equipment: SEE ATTACHED SCHEDULE 'A'

This equipment is located at: Same as Above

This is a new lease and we are responsible for the insurance cost. Please advise that we have immediate coverage and notify Priority Leasing, Inc. (800-761-2118) at once in the form of a copy of the insurance policy or Certificate of Insurance. If the latter is sent, please include therein the standard 10 day notice of cancellation clause.

Physical Damage: Insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full value of the equipment. Financial Pacific Leasing P.O. Box 4588 Federal Way, WA 98063-4288 is to be named as LOSS PAYEE as its interests may appear.

Liability: Coverage should be written with minimum limits of \$100,000/\$300,000 for BODILY INJURY AND \$50,000. PROPERTY DAMAGE: Financial Pacific Leasing P.O. Box 4588 Federal Way, WA 98063-4288 is to be named as ADDITIONAL INSURED.

Titled Vehicle Limits: The minimum limits for each vehicle lease shall be:

	Power Units	Trailer	Stump Grinders, Chippers, Concrete pumps on Trailers
Bodily Injury Liability per individual	\$500,000	\$300,000	\$100,000
Bodily Injury Liability per accident	\$500,000	\$300,000	\$300,000
Property Damage Liability	\$250,000	\$250,000	\$100,000
Combined Single Limits	\$750,000 (Class 8)	\$300,000	\$300,000
	\$500,000 (All other Classes)		
Fire, Theft and Comprehensive	FULL	FULL	FULL

Sincerely,

By: John Hurst
 John Hurst

Title: President

EQUIPMENT LOCATION FORM

The equipment location is stated as:

Hurst Investment, Inc, d/b/a Rental Place
8650 Nesbit Ferry Rd
Alpharetta, GA 30022

If equipment location is different please provide the following information:

Address _____

City _____, State _____ Zip _____

Phone Number _____

Lessee: Hurst Investment, Inc, d/b/a Rental Place

By: John Hurst
Signature

John Hurst, President
Print Name and Title

The Rental Place

The place for all your rental needs.

8650 Nesbit Ferry Road, Alpharetta, GA 30022 (770) 594-9000

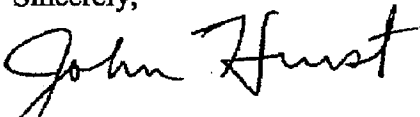
July 28, 2008

Priority Leasing
174 Green Street
Melrose, MA 02176

Dear Sir,

Attached please find a check for one dollar to complete lease # 243612 between Hurst Investments and Priority Leasing.

Sincerely,



John Hurst
President
Hurst Investments dba
The Rental Place
8650 Nesbit Ferry Road
Alpharetta, GA 30022
770-594-9000

Attachments: Signed end of lease purchase agreement
Request for signed lease agreement from Hurst Investments to Priority Leasing





THE RENTAL PLACE
 8650 NESBIT FERRY RD.
 ALPHARETTA, GA 30022
 770-594-9000

11984

DATE 7-28-08

64-57610 GA 289

PAY TO THE ORDER OF

Priority Leasing

\$ 1⁰⁰

One-dollar and ^{no}/₁₀₀

DOLLARS

Bank of America



ACH R/T 081000052

FOR 001-0335470-901

John Hurst

⑈011984⑈ ⑆061000052⑆ 000106369052⑈

DISCOUNT SAFETY

	<p>The Rental Place The place for all your party rental needs! 8650 Nesbit Ferry Road Alpharetta, GA 30022</p>
<p>To: Ellen Lavoie 781-321-4108</p>	
<p>Date: 7/24/2008</p>	
<p>Regarding: Hurst Investment's lease and \$1 buy out</p>	
<p>Comments: Hi Ellen, John did not realize that I did indeed send a notice of exercising our \$1 buyout agreement. Attached is a copy of the note sent to Craig Reason's attention back in April. Please let me know if you have any other questions. Thank you, Liz Hurst</p>	

The Rental Place

The place for all your rental needs.

8650 Nesbit Ferry Road, Alpharetta, GA 30022 (770) 594-9000

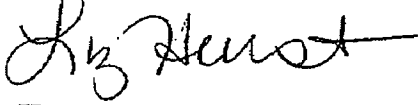
April 14, 2008

Craig Reason
Priority Leasing
174 Green Street
Melrose, MA 02176

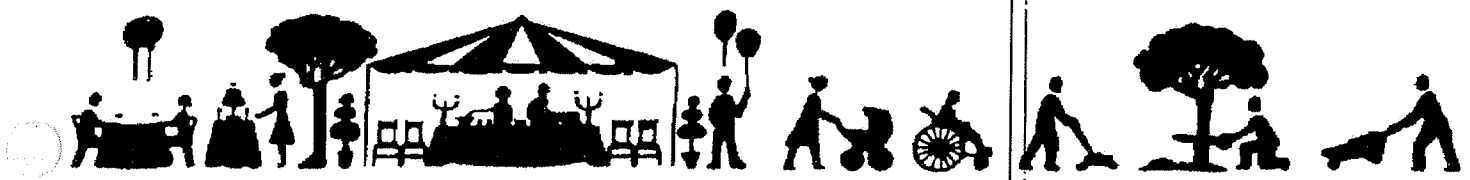
Craig,

We are confirming the \$1.00 buyout agreement with Priority Leasing in regards to our lease #243612 (Hurst Investments). Please notify us if there is anything else we need to do.

Thank you.,



Liz Hurst
Hurst Investments dba The Rental Place
8650 Nesbit Ferry Road
Alpharetta, GA 30022
770-594-9000



MAR-22-2005 14:49

PRIORITY LEASING

781 321 4108

P.12/17

END OF LEASE PURCHASE OPTION

LEASE NUMBER:

LESSEE: Hurst Investment, Inc, d/b/a Rental Place

EQUIPMENT: See Attached Schedule "A"

Provided that the lessee named above ("Lessee") is not then in default under that certain lease agreement dated _____, 20____ between the undersigned and Lessee, and has paid all rentals and other payments due to the undersigned Lessor ("Lessor") or its Assignees in accordance with the lease agreement. Lessee shall have the option at the end of the Lease term to purchase the equipment described above (the "Equipment") at a price equal to \$1.00. The Lessee shall give to the Lessor written notice at least 90 days, and not more than 180 days, prior to the end of said term of its election to exercise the purchase option provided for herein. Payment of the option price shall be made to the Lessor at its address or at such other place as Lessor may designate in writing.

This End of Lease Purchase Privilege shall not be considered or construed to amend or alter the terms or conditions of the Lease and may be exercised only after all conditions and payment requirements of the Lease have been fulfilled.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first shown above. Please be further advised that this document will be null and void unless executed by an officer of Priority Leasing.

LESSOR: Priority Leasing, Inc.

By: _____
Chris Morrissey, Assistant Vice President

LESSEE: Hurst Investment, Inc, d/b/a Rental Place

By: John Hurst
John Hurst, President

2nd fax
3rd fax
4th fax* 11-10-05

Craig,

This page was left out of the executed copy that I just received from Financial Pacific. They also billed me for sales tax. I am tax exempt.

Thanks,
John

Priority Leasing, Inc.

174 Green Street
Melrose, Ma 02176
1-800-761-2118 ext 52
1-781-321-4108 (Fax)

Priority Fax

Remember Leasing with Priority is as easy as 1,2,3.

Date: 7/25/08

Number of pages including cover: 1

To: John or Lori Hurst

Recipient Fax: 770-594-0019

From: Ellen Lavoie

Re: End of Lease buyout- letter

Dear Mr & Mrs Hurst,

We have extremely careful checks in place for the due diligence of all correspondence received in our office. A specific chain of command has been established due to the fact we work with highly sensitive timed legal matters. This not only deters any type of fraud or someone simply typing up documents after the fact and stating they were sent, but allows us to track any errors on either side within minutes, in order to have them corrected.

I received your fax with the attached copy of a letter addressed to Priority Leasing dated 4/18/08 exercising your \$1 buyout. Due to the fact that letter was never received in this office prior to today your request is rejected. If you are able to provide me with a fax transmittal, or certified mail receipt for this document I will absolutely revisit this issue. The invoice I previously faxed to you stands as accurate, and if the buyout is received no later than 7/28/08 I will waive the first month's renewal payment.

Respectfully,

Ellen Lavoie
Sr. Manager- End of Lease
elavoie@priorityleasing.com

Priority Leasing

~ Where leasing is our #1 priority ~

174 Green Street
Melrose, MA 02176
Phone 800-761-2118 x52; Fax 781-321-4108

INVOICE BY FAX

DATE: JULY 24, 2008

TO:
Hurst Investment Inc / Rental Place
Attn: John & Elizabeth Hurst
8650 Nesbit Ferry Rd
Alpharatta, GA 30022
Recipient Fax: 770-594-0019

FOR:
Equipment Lease -- #001-0335470-901
Tables, chairs, etc

DESCRIPTION	AMOUNT
Outstanding balance owed to Financial Pacific <i>Paid in full</i>	3887.39
Less Payments received	.00
Remaining Balance	.00
Current renewal payment due	1621.48
<u>READ CAREFULLY PLEASE</u>	
<p>****This is your 1st monthly renewal bill. If you prefer doing the buyout and are able to do so <u>no later than 7/29/08</u>; then I will waive this renewal bill...That option will not be available to you after that date, as the renewal payments do not get applied to the buyout price, which is <u>\$8714.61</u> PLEASE CONTACT ME IF YOU WISH TO PAY THE BUYOUT INSTEAD.</p>	
<p><u>PAYMENT DUE UPON RECEIPT</u> – please simply fax a copy of your check to my attention to avoid default, as it must be posted <u>before 7/28/08</u>. DO not mail the check we will automatically deduct it at no additional charge.</p>	
TOTAL	5508.87

Make all checks payable to Priority Leasing or call directly with your checking information.

Payment is due upon receipt

If you have any questions concerning this invoice, contact **Ellen Lavoie @ 800-761-2118 x 52**

Priority Leasing, Inc
 174 Green St, Melrose, MA 02176
 800-761-2118 (ext 24) Fax # 781-321-4108
 email: creason@priorityleasing.com



To:	John Hurst	From:	Craig Reason x24
Attr:		Pages:	2 -(including cover)
Fax:	(770) 604 0010	Date:	11/22/05
Re:	Signed End of Lease Document	CC:	

Urgent For Review Please Comment Please Reply Please Recycle

Hi John,

I attached a copy of the signed End of Lease document. Please note, I snail mailed a copy to you on 8/22 and faxed a copy to you on 10/3. Please fax me back or call me to confirm receipt of this fax. If you have any questions, call me at 800-761-2118 x24.

Thanks,
 Craig

Craig Reason
 800-761-2118 x 24
 Fax: 781-321-4108

Remember Leasing with Priority is as easy as 1,2,3

Priority Leasing, Inc.

174 Green Street
Melrose, MA 02176
1-800-761-2118 (Toll Free) 1-781-321-4108 (Fax)

Priority Fax

Remember Leasing with Priority is as easy as 1,2,3

Number of pages including cov. _____

To: John 770-594-9000
From: CHRIS MORRISSEY (16) Email CMorrissey@priorityleasing.com
RE: Equipment Cost
Date: 7/18/2005

Message: The following are the equipment cost breakdown

<u>Vendor</u>	<u>Cost</u>
10 Strawberry	\$1,926.24
RSS	\$9,606.24
California Party	\$9,267.50
Toplec	\$10,038.00
Crown Verity	\$3,015.33
Lets Party	\$1,704.00
Sephra	\$2,149.00
Apex	\$2,167.13
Palmer Snyder	\$2,889.50
American Merchandise	<u>\$810.14</u>
Total	\$43,573.08

Your monthly payment will be \$1,621.48

Please call with any questions.

Thanks
Chris Morrissey

OK 

ADDENDUM TO LEASE

Lease No.: 250881

Lease Date: 4/28/05

By execution hereof, the Lessee, Hurst Investment, Inc., d/b/a Rental Place consents to this Addendum to the above described lease and to making it a part thereof. Further, by execution hereof, the Lessee consents to the modification and changing of the Payment & Equipment as presently contained in the Lease.

This addendum is being issued to change the payment from \$1,442.86 to \$1,621.48
This addendum is also issued to change the tax from \$101.00 to \$0.00
The initial amount due will not be \$3667.96 .

The following vendor and the equipment from the vendor will be removed from the equipment list
SUNTYME CASUAL LIVING
277 FAIRFIELD RD SUITE 206
FAIRFIELD, NJ 87004

The following vendor
Sales South, LLLC, 804 Spring Meadow Court, Simpsonville, SC 29680. Will be changed to:
RSS Distributors 7930 Old Auction Rd Manheim, PA 17545

The following equipment will be added to the Equipment List to the equipment from Vendor Palmer Snyder
14 30x96 Plywood Alum, Channel Edge

The 2 C/H 3 LITE from vendor American Merchandise Resource will be changed to a quantity of 96

All other terms and conditions of the Lease Agreement and Guarantee(s) remain in full force and effect.

Lessor: Priority Leasing, Inc.

By: _____

Its: _____

Date: _____

Lessee: Hurst Investment, Inc., d/b/a Rental Place

By: John Hurst
John Hurst

Its President

Date: 7-19-05

EQUIPMENT LIST

LEASE NO.: ~~2900XX~~ 335470.901

Quantity	Description
	Vendor 2 CALIFORNIA PORTABLE PARTY SALES, INC 15072 SIERRA BONITA LANE CHICO, CA 91710
300	WHITE POLY FOLDS CHAIRS
200	WHITE WOODS CHAIRS
150	BLACK WOOD CHAIRS
	TOPTEC 1905 N.E. MAIN ST SIMPSONVILLE, SC 29881 VENDOR 2
1	SIERRA 20X20 BLKOUT W/CURTAIN ROPE S/N: 252099
1	SIERRA 20X20 FRAME
	4 1" RATCHET STRAP -SIERRA
	4 3/8" NAIL HEAD STAKE
2	MARQUEE END CAPS 1 PAIR WHITE S/N: 251683, 251684, 251676, 251679
2	9X10 FRM MARQUE CENTER S/N: 251225, 251324
1	30X30 EXPANDABLE BLK OUT WHT ENDS S/N: 251730BE, 251731BF
2	STD FRM 10X10 BLACKOUT
1	30X20 EXPANDABLE BLK OUT WHT MID S/N: 251729
1	30X10 EXPANDABLE BLK OUT WHT MID S/N: 251832
1	20X20 EXPANDABLE BLACKOUT ENDS S/N: 251776BE, 251773BF

Lessor:

Lessee:

Priority Leasing, Inc.

Hurst Investment, Inc, d/b/a Rental Place

By: [Signature]

By: [Signature: John Hurst]

Its: AJP

Its: President & Individually

Date: 7/18/05

Date: 4-28-05

MAR-22-2005 14:47

PRIORITY LEASING

781 321 4108 P.08/17

EQUIPMENT LIST

LEASE NO.: ~~XXXX~~ 335470.901

Quantity	Description
2	20X10 EXPANDABLE BLACKOUT MD S/N: 251752 VENDOR 3 CROWN VERITY 37 ADAMS BLVD BRANTFORD, ONTARIO N3S1V8
2	MCB-48 PC CP GAS GRILLS VENDOR 4 SALES SOUTH LLC 804 SPRING MEADOW COURT SIMPSONVILLE, SC 29680
60	SOLID DINNER KNIFE CHATEAU
35	DINNER FORK CHATEAU
34	SALAD FORK CHATEAU
40	TEASPOON CHATEAU
21	DINNER FORK VANESSA
21	SOLID DINNER KNIFE VANESSA
42	SALAD FORK VANESSA
13	TEASPOON VANESSA
2	TRANSPORT CABINET VENDOR 5 LET'SPARTY, INC 142 WEST MAIN ST NORTON, MA 02700

Lessor:

Priority Leasing, Inc.

By: C

Its: DJP

Date: 7/19/05

Lessee:

Hurst Investment, Inc, d/b/a Rental Place

By: John Hurst

Its: President & Individually

Date: 4-28-05

EQUIPMENT LIST

LEASE NO.: ~~335470~~ 335470.901

Quantity	Description
1	MEDIUM SPORTS JUMP W/RAMP
1	MEDIUM ROCKET W/RAMP
	VENDOR 6 SEPHRA 11035 TECHNOLOGY PLACE SAN DIEGO, CA 92127
1	27" FOUNTAIN
	VENDOR 7 APEX FOUNTAIN 844 NORTH 2ND ST PHILADELPHIA, PA 19123
2	4007-04-SS 5TH AVENUE S GALLON FOUNTAIN W/WATERFALL
1	6105-55 5 GALLON PUNCH BOWL
1	6107-55 7 GALLON PUNCH BOWL
12	7X2" FLOWER BED (SPOT)
1	CLA20 161210-5-4 TIER FOOT/DESSERT
	VENDOR 8 PALMER SNYDER 1050 CHINOE RD, SUITE 100 LEXINGTON, KY 40502
10	RED LEFT ADJUSTABLE TABLES
10	YELLOW CHAIRS
10	RED CHAIRS

Lessor:

Lessee:

Priority Leasing, Inc.

Hurst Investment, Inc, d/b/a Rental Place

By: C

By: X John Hurst

Its: JVP

Its: President & Individually

Date: 7/17/05

Date: 4-28-05

MAR-22-2005 14:48

PRIORITY LEASING

781 321 4108 P.10/17

EQUIPMENT LIST

LEASE NO.: ~~XXXXXX~~ 335470.901

Quantity	Description
10	BLUE CHAIRS VENDOR 9 SUNTYME CASUAL LIVING 277 FAIRFIELD RD SUITE 206 FAIRFIELD, NJ 07004
2	800 SCONCE SETS WHITE
4	ELP 804 WHITE
2	CARRY CASES
2	CH 800 WHITE W/CASE VENDOR 10 10 STRAWBERRY STREET 3837 MONACO PARKWAY DENVER, CO 80207
50	DISH RACKS
144	CHINA
132	CHINA VENDOR 11 AMERICAN MERCHANDISE RESOURCE 330 E EASY ST SIMI VALLEY, CA 93066
10	WINE BUCKETS
2	C/H 5 LITE
2	C/H 3 LITE

Lessor:

Priority Leasing, Inc.

By: [Signature]

Its: AVP

Date: 7/17/05

Lessee:

Hurst Investment, Inc, d/b/a Rental Place

By: [Signature]

John Hurst

Its: President & Individually

Date: 4-28-05

EQUIPMENT LIST

LEASE NO.: ~~XXXXX~~ 335470.901

Quantity	Description
96	CHARGERS

Lessor:

Priority Leasing, inc.

By: C

Its: AJP

Date: 7/12/05

Lessee:

Hurst Investment, Inc, d/b/a Rental Place

By: X John Hurst

Its: President & Individually

Date: 4-28-05

From: 770 594 0019 Page: 2/2 Date: 7/22/2005 11:36:30 AM

P. 02

ADDENDUM TO LEASE

Lease No.: ~~233826~~ ~~X330570000X~~ 335470.901

Lease Date: 4/28/2005

By execution hereof, the Lessee, John Hurst consents to this Addendum to the above described lease and to making it a part thereof. Further, by execution hereof, the Lessee consents to the modification and changing of the Name & Equipment as presently contained in the Lease.

A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Changes are described as follows:

The following addendum is to change the guarantors name from Liz Hurst to Elizabeth V Hurst.

The following addendum is to remove the 50 Dish Racks, 144 China, & 132 China equipment listed on the equipment list under vendor 10, 10 Strawberry Street & add the following equipment under this vendor:

- 50 FLW 20 Compartment Dinner Rack DEN-20 Holds All Dinner Plates An Fernwood Dinner Plates 51 x 30.5 x 30.5cm
- 144 Whitler 7.5" Square Saled Plat WTR-7SQ UPC#017794839211 A0921
- 132 Whitler 10" Square Dinner Plat WTR-10SQ UPC#017794839225 A0922

The following addendum is change the equipment listed on the equipment list under vendor 11, American Merchandise Resource from 99 Chargers to 99 Charger Plates.

All other terms and conditions of the Lease Agreement and Guarantee(s) remain in full force and effect.

Lessor: Priority Leasing, Inc.

By: [Signature]

It: [Signature]

Date: 07-25-2005
KRRXRKXRR

Lessee: John Hurst

By: [Signature]

Its President & Individually

Date: 07-25-2005

TOTAL P. 02

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com> 7/22/2005 11:36:30 AM

JUL-19-2005 15:05

PRIORITY LEASING

781 322 8956 P.02/02

From: 770 594 0019 Page: 1/1 Date: 7/19/2005 12:04:04 PM

JUL-19-2005 15:05

PRIORITY LEASING

781 322 8956 P.02/02

ADDENDUM TO LEASE

Lease No.: ~~X2602XX~~ 335470.901

Lease Date: 4/28/05

By execution hereof, the Lessee, Hurst Investment, Inc. d/b/a Rental Place consents to this Addendum to the above described lease and to making it a part thereof. Further, by execution hereof, the Lessee consents to the modification and changing of the Payment & Equipment as presently contained in the Lease.

This addendum is being issued to change the payment from \$1,442.86 to \$1,621.48
This addendum is also issued to change the tax from \$101.00 to \$0.00
The initial amount due will not be \$3667.96 -

The following vendor and the equipment from the vendor will be removed from the equipment list
SUNTYME CASUAL LIVING
277 FAIRFIELD RD SUITE 206
FAIRFIELD, NJ 07004

The following vendor
Sales South, L.L.C. 804 Spring Meadow Court, Simpsonville, SC 29680. Will be changed to:
RSS Distributors 7930 Old Auction Rd Martinsburg, PA 17545

The following equipment will be added to the Equipment List to the equipment from Vendor **Palmer Snyder**
1430x96 Plywood Alum, Channel Edge

The 2 C/H 3 LITE from vendor **American Merchandise Resource** will be changed to a quantity of 96

All other terms and conditions of the Lease Agreement and Guarantee(s) remain in full force and effect.

Lessee: Priority Leasing, Inc.

By: [Signature]

Its: KUP

Date: 7/19/05

Lessor: Hurst Investment, Inc. d/b/a Rental Place

By: [Signature]

Its: President

Date: 7-19-05

TOTAL P.02

ever brought the equipment to their office before. He laughed at the idea when I mentioned it.

What should we do? Should I ask her for clarification of the commencement date?

Liz

From: Ellen LaVoie [mailto:elavoie@priorityleasing.com]
Sent: Tuesday, July 29, 2008 11:11 AM
To: John Hurst
Cc: Ellen LaVoie
Subject: RE: copy of executed lease documents

Dear John-

We were able to confirm you finally paid your past due balance to our funder, Financial Pacific yesterday. They also confirmed the lease went past due 29 times, and was in fact in default at the end of the original term, which was 7/1/08-your maturity date.

I had the documentation dept here check again for the receipt of your notice exercising the \$1 buyout option, and again it has been confirmed it was never received in this office. Additionally it has also now become clear that even if the letter "mailed to us" by your wife on April 14, 2008 was received, it would have been rejected as you had missed your notification period. We would have had to receive notification no later than April 1, 2008, which was 90 days prior to the end of the original term. I understand you are frustrated for forgetting to exercise your \$1 option and in your haste to send me a copy of a recently drafted letter, you did not calculate the dates correctly. This is undisputable.

Priority Leasing is the sole owner of the equipment and we intend to recover our assets and we expect you to honor the terms and conditions of the contract you signed both as President and as a Personal Guarantor, along with Elizabeth Hurst. I strongly urge you not to jeopardize your personal and business credit ratings, especially since you did eventually make all your lease payments even though you were late 29 out of 36 times.

Once again, if funds are an issue I would be happy to work with you to divide this out over a few months, but unless I hear back from you today before 3pm EST I will accept that as a blatant refusal to pay and begin proceedings to recover our assets. I am perfectly willing to work with either you or your attorney to get this finalized. We will be returning your check for \$1 and the \$1 you sent in cash today as neither of them will be accepted as a buyout.

Thank you,

Ellen Lavoie

Sr Manager, End of Lease

Priority Leasing, Inc

Office: (800) 761-2118 X 52 | Fax: (781) 321-4108

email: elavoie@priorityleasing.com

From: John Hurst [mailto:john@atlantasrentalplace.com]
Sent: Friday, July 25, 2008 8:51 AM
To: Ellen LaVoie
Subject: RE: copy of executed lease documents

7/31/2008

Hi Ellen,

According to my wife, Liz Hurst, a letter was sent back in April requesting our acceptance of the 1.00 buyout. I faxed you a copy late yesterday of the letter that was mailed by her on April 14th. Let me know if I need to mail a check for 1.00.

Thank You,
John Hurst
Hurst Investments
770-594-9000

From: Ellen LaVoie [mailto:elavoie@priorityleasing.com]

Sent: Thursday, July 24, 2008 2:23 PM

To: john@atlantasrentalplace.com

Cc: Ellen LaVoie

Subject: copy of executed lease documents

Dear John-

At the bottom of this email I have attached the copy of your executed lease documents. I have circled sections 12 & 17, which clearly state that at the end of the original term you are to surrender our equipment, and that Priority Leasing shall remain the sole owner of all associated equipment. If you do not return our equipment, which you did not do, we charge renewal payments on a month to month basis. In lieu of paying renewal payments we will allow you to purchase our equipment, and we sell it for the FMV, which on a 3 yr lease we determine to be 20% of the original equipment cost.

Additionally we provided you with an end of lease purchase option addendum, which allowed you to purchase our equipment for \$1.00 during a 90 day period ONLY. This addendum as you will see is a separate sheet, clearly spelled out. We insisted you sign it and return it acknowledging that you both read and understood how to obtain that \$1 purchase option. We received your signed copy, we then signed it and sent it back to you 3 times (as our fax states). Financial Pacific would not ever have a copy of this as they have no ownership in our equipment, they were assigned by us to collect the stream of payments only.

Had the addendum actually been read you would have been aware you needed to exercise this option within the proper timeframe, at least 90 days but not more than 180 days prior to your final lease payment. It was your responsibility to set this reminder in your own internal accounting department.

At this point you are in month to month renewals which will continue until we receive all our equipment back in good and working order or we receive the buyout of \$8714.61. If we receive the buyout before the 28th of July I will waive the 1st renewal invoice of 1621.48.

I understand your frustration in forgetting to provide proper notification, but please be aware every contract is different which is why it is very important to read the paperwork before signing it. Please call me in order to finalize this and avoid any default.

Thank you,

7/31/2008

Ellen Lavoie | Manager, End of Lease

Priority Leasing, Inc

Office: (800) 761-2118 X 52 | Fax: (781) 321-4108

email: elavoie@priorityleasing.com

From: KONICAMINOLTA [<mailto:KONICAMINOLTA>]

Sent: Thursday, July 24, 2008 10:01 AM

To: Ellen LaVoie

Subject: Message from KMBT_C353

<<SKMBT_C35308072414000.pdf>>