

# EXHIBIT A

**FIRST AMENDMENT TO LEASE WAREHOUSE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE WAREHOUSE AGREEMENT** (this "Amendment") dated effective as of March 28, 2008 by and among U.S. Financial, LLC, an Ohio limited liability company (the "Company"), and Comerica Leasing, a division of Comerica Bank ("Comerica"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Loan Agreement referred to below.

**WITNESSETH:**

**WHEREAS**, the Company and Comerica are parties to that certain Lease Warehouse Agreement dated as of January 25, 2007 (as amended, modified or supplemented to but not including the date hereof, the "Loan Agreement"); and

**WHEREAS**, subject to the terms and conditions of this Amendment, the parties hereto wish to amend the Loan Agreement as herein provided;

**NOW, THEREFORE**, it is agreed:

1. Sections 2.1, 2.2 and 3.2 of the Loan Agreement are hereby amended by deleting such Sections in their entirety and replacing such Sections with the following:

"2.1 Subject to the provisions herein, Bank shall lend to Company at any time and from time to time from the effective date hereof until March 31, 2009, sums not to exceed TWO MILLION and 00/100 DOLLARS (\$2,000,000.00) in aggregate principal amount at any one time outstanding. Each borrowing hereunder shall be evidenced by both a Fixed Rate Promissory Note and a Variable Rate Promissory Note (herein individually and collectively called "Note") in form similar to that annexed hereto as Exhibit "A" and/or Exhibit "A-1" under which advances may be made, subject to the terms and conditions of this Agreement. Company shall elect under which Note an advance shall be made at the time it requests an advance. Re-advances under the Note shall not be permitted.

2.2 The Note shall mature not later than March 31, 2009, and the balance from time to time outstanding shall bear interest to maturity at a per annum rate as provided in the Note; provided, however, that interest shall be payable at a per annum rate of three percent (3%) above the interest rate provided in the Note in the event that and so long as Company shall be in default hereunder. Interest shall be payable monthly commencing on the 15th day of April, 2008 and on the 15<sup>th</sup> day of each month thereafter until the Note(s) are paid in full pursuant to its terms. Interest shall be computed on the basis of a 360 day year and assessed for the actual number of days elapsed.

3.2 Bank shall not be obligated to make any advance on any Discount Lease after March 31, 2009, and/or if at the time of such request for advance, the loans outstanding under Section 2 hereof when added to the amount requested should exceed the Eligibility Amount. Notwithstanding anything to the contrary contained herein, (i) advances to Company under this Agreement relating to Limited Equipment shall not exceed the sum of Four Hundred Thousand and 00/100 (\$400,000.00) Dollars; and (ii) all advances shall not exceed one hundred percent (100%) of the original equipment cost for any item of equipment (provided that Bank shall not advance funds in excess of the outstanding principal balance on any Qualified Lease existing as of the date of this Agreement)."

2. This Amendment shall become effective on the date (the "Amendment Effective Date") when the Company and Comerica have signed a counterpart hereof (whether the same or different counterparts) and have delivered (including by way of facsimile) the same to Comerica.

3. In order to induce Comerica to enter into this Amendment, the Company hereby represents and warrants to Comerica that on the Amendment Effective Date, after giving effect to this Amendment: (i) no Event of Default or Default under the Loan Agreement, any Guaranty and/or any other documents executed and delivered in connection with the Loan Agreement ("Loan Documents") shall exist and be continuing; and (ii) all of the representations and warranties contained in the Loan Agreement and the other Loan Documents shall be true and correct in all material respects, with the same effect as though such representations and warranties had been made on and as of the Amendment Effective Date (it being understood that any representation or warranty made as of a specific date shall be true and correct in all material respects as of such specified date).

4. This Amendment may be executed in any number of counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Company and Comerica.

5. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN.

6. This Amendment is limited precisely as written and shall not be deemed to be an amendment, consent, waiver, or modification of any other term or condition of the Loan Agreement, any other Loan Document, or any of the instruments or agreements referred to therein, or prejudice any other right or rights that Comerica may now have or may have in the future under or in connection with the Loan Agreement, any other Loan Document, or any of the instruments or agreements referred to therein. Except as expressly modified hereby, the terms and provisions of the Loan Agreement shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Loan Agreement and the other Loan Documents to the Loan Agreement shall be deemed to be references to the Loan Agreement as modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Warehouse Agreement as of the Amendment Effective Date.

COMERICA LEASING, a division of  
COMERICA BANK

By: *BTF*  
Brian T. Fitzgerald

Its: Vice President

U.S. FINANCIAL, LLC

By: *Mark R. Franke* *man. member*  
Mark R. Franke  
Its: Managing Member

"GUARANTORS"

The undersigned Guarantors consent, acknowledge and agree to the execution and delivery of the foregoing First Amendment to Lease Warehouse Agreement and hereby confirm and reaffirm in their entirety each of the undersigned's guaranty of the obligations of Company to Comerica, including the payment in full of all Indebtedness.

U.S. FINANCIAL HOLDING COMPANY, LLC

By: *Mark R. Franke* *man. member*  
Mark R. Franke  
Its: Member

*Mark R. Franke*  
Mark R. Franke, an individual

Address:  
9112 Montgomery Road, Suite 202  
Cincinnati, Ohio 45242

LEASE WAREHOUSE AGREEMENT

THIS LEASE WAREHOUSE AGREEMENT ("Agreement"), made as of the 25th day of January, 2007, by and between U.S. FINANCIAL, LLC, an Ohio limited liability company (herein called "Company"), and COMERICA LEASING, a division of Comerica Bank, a Michigan banking corporation, of Detroit, Michigan (herein called "Bank");

WITNESSETH:

WHEREAS, Company desires to obtain credit from Bank;

WHEREAS, provided Bank receives the Guaranty of the Guarantors defined herein, Bank is willing to extend such credit on the terms and conditions set forth herein;

NOW, THEREFORE, the Company and Bank agree as follows:

**1. DEFINITIONS**

1.1 In addition to the other terms herein defined, the following terms shall have the following meanings;

(a) "Account Debtor" shall mean the party who is obligated on or under any Lease Receivable.

(b) "Eligibility Amount" shall mean an amount equal to one hundred (100%) percent of the Loan Value of Company's Discount Leases.

(c) "Foreign Person" shall mean any person, entity, firm or corporation (i) whose principal office is located outside of the United States, (ii) is not incorporated or organized under the laws of the United States or any state thereof or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality or other political subdivision thereof or any department or agency thereof.

(d) "Guarantor" shall mean U.S. Financial Holding Company, LLC, an Ohio limited liability company and/or Mark R. Franke, an individual.

(e) "Guaranty" shall mean any Guaranty executed and delivered by a Guarantor for the benefit of Company and Bank.

(f) "Lease Receivable" shall mean any right of Company to payment for equipment leased under a Qualified Lease.

(g) "Leases" means all leases and rental agreements for equipment and other personal property between Company as lessor and any and all persons or parties as lessees.

(h) "Limited Equipment" shall mean computer hardware and software, office furniture, furniture and fixtures and, such other specialized equipment types as determined by Bank in its reasonable discretion.

(i) "Loan Value" shall mean with respect to each Discount Lease, the sum of the present values of the unbilled and unpaid base rental payments under such Lease calculated using a discount rate equal to the interest rate then applicable to advances by Bank to Company under this Agreement applied to the payments due over the remaining term of the applicable Lease.

(j) "Discount Lease" shall mean a Qualified Lease.

(k) "Qualified Leases" shall mean Leases arising in the ordinary course of Company's business which meet the following requirements:

- (i) the equipment which is subject to the Lease has been delivered to the lessee and has been unconditionally accepted by it, and is presently in the actual possession of and being used by such lessee and is in good operating condition;
- (ii) the Lease is the only lease agreement with respect to the equipment which is subject to the Lease;
- (iii) the lessee shall make all payments required under the Lease pursuant to an ACH Agreement directed to Bank;
- (iv) the lessee is not the United States of America, or any department, agency, public corporation ("public corporation" shall not include private corporations whose securities are publicly traded), or other instrumentality thereof.
- (v) it is a valid legally enforceable obligation of the lessee, and is not to the knowledge of Company subject to any offset, counterclaim or other defense on the part of such lessee, whether or not asserted by such lessee or to any claim on the part of such lessee denying liability in whole or in part;
- (vi) it is not subject to any lien or security interest whatsoever other than in favor of Bank;
- (vii) it is evidenced by a written lease in form satisfactory to Bank;

- (viii) the lessee is not a lessee whose Leases, Bank, acting in its reasonable discretion, shall have notified Company in writing are not deemed to constitute Qualified Leases;
- (ix) no lease payment is more than thirty (30) days past its due date;
- (x) the equipment which is subject to the Lease is owned by Company free and clear of all liens, encumbrances and security interests;
- (xi) precautionary financing statements covering the equipment which is subject to the Lease showing Company as secured party and the lessee as debtor have been filed in the necessary filing offices;
- (xii) insurance on the equipment which is the subject of the Lease is in place with loss payable to Company within 10 days after execution of the Lease or Company maintains an umbrella insurance policy.
- (xiii) it is evidenced by an invoice rendered to the lessee or some other written evidence of billing acceptable to Bank and is not evidenced by any other instrument (excluding the Lease itself);
- (xv) the lessee is not an affiliate or subsidiary of Company nor a Foreign Person; and
- (xvi) it is not owing by a lessee who has twenty five percent (25%) or more of the aggregate volume of its lease payments owing to Company owing more than thirty (30) days past their respective due dates.

Any Lease which is at any time a Qualified Lease, but which subsequently fails to meet any of the foregoing requirements shall forthwith cease to be a Qualified Lease unless and until all of the foregoing requirements are met again.

## 2. THE INDEBTEDNESS:

2.1 Subject to the provisions herein, Bank shall lend to Company at any time and from time to time from the effective date hereof until January 25, 2008, sums not to exceed TWO MILLION and 00/100 DOLLARS (\$2,000,000.00) in aggregate principal amount at any one time outstanding. Each borrowing hereunder shall be evidenced by both a Fixed Rate Promissory Note and a Variable Rate Promissory Note (herein individually and collectively called "Note") in form similar to that annexed hereto as Exhibit "A" and/or Exhibit "A-1" under which advances may be made, subject to the terms and conditions of this Agreement. Company shall elect under which Note an advance shall be made at the time it requests an advance. Re-advances under the Note shall not be permitted.

2.2 The Note shall mature not later than January 25, 2008, and the balance from time to time outstanding shall bear interest to maturity at a per annum rate as provided in the Note; provided, however, that interest shall be payable at a per annum rate of three percent (3%) above the interest rate provided in the Note in the event that and so long as Company shall be in default hereunder. Interest shall be payable monthly commencing on the 15th day of February, 2007 and on the 15<sup>th</sup> day of each month thereafter until the Note(s) are paid in full pursuant to its terms. Interest shall be computed on the basis of a 360 day year and assessed for the actual number of days elapsed.

2.3 To request an advance hereunder, Company shall (i) file with Bank a Request for Advance (as of the date of the borrowing) in form similar to that annexed hereto as Exhibit B, executed by an authorized officer of Company; and (ii) deliver to Bank the lease discount documents identified in Exhibit B-1 hereto.

2.4 Except as otherwise agreed between Bank and Company, Company may prepay the Note in whole or in part at any time without penalty or premium.

2.5 Company shall have the right, upon fifteen (15) days prior written notice to Bank, to refinance any variable rate obligation under a Note to a fixed rate obligation. Company shall deliver to Bank a Request to Refinance in form similar to that annexed hereto as Exhibit C.

### 3. CONDITIONS

3.1 Company agrees to furnish Bank prior to the initial borrowing under this Agreement, in form to be satisfactory to Bank, with (i) certified copies of resolutions of the Members of Company evidencing approval of the borrowing hereunder; (ii) certified copies of Company's Articles of Organization and Operating Agreement; and (iii) a certificate of good standing from the state of Company's organization and from the state(s) in which it is qualified to do business.

3.2 Bank shall not be obligated to make any advance on any Discount Lease after January 25, 2008, and/or if at the time of such request for advance, the loans outstanding under Section 2 hereof when added to the amount requested should exceed the Eligibility Amount. Notwithstanding anything to the contrary contained herein, (i) advances to Company under this Agreement relating to Limited Equipment shall not exceed the sum of Four Hundred Thousand and 00/100 (\$400,000.00) Dollars; and (ii) all advances shall not exceed one hundred percent (100%) of the original equipment cost for any item of equipment (provided that Bank shall not advance funds in excess of the outstanding principal balance on any Qualified Lease existing as of the date of this Agreement).

3.3 As security for all indebtedness of Company to Bank hereunder, Company agrees to furnish, execute and deliver to Bank, or cause to be furnished, executed and delivered to Bank, prior to or simultaneously with the initial borrowing hereunder, in form to be satisfactory to Bank and supported by appropriate resolution in certified form authorizing same, the following:



- (a) Security Agreement granting and pledging to Bank a first priority security interest in and covering all present and future Discount Leases funded by Bank hereunder wherein Company is lessor, and all sums due thereunder, and all goods, equipment, property and inventory relating thereto and all of Company's residual or reversionary rights therein;
- (b) Financing Statements required or requested by Bank to perfect all security interests to be conferred upon Bank under this Agreement and to accord Bank a perfected first priority security position under the Uniform Commercial Code;
- (c) Such documents or certificates including but not limited to notification by Company to the particular lessees regarding the Bank's interest in the respective lease, which may be requested by Bank and/ or are required under the terms of any and every Security Agreement;
- (d) Such other documents or agreements of security and appropriate assurances of validity and perfected first priority of lien or security interest as Bank may reasonably request at any time.

To the extent that Company has heretofore given a security interest to Bank in certain of the foregoing and such documents and agreements comply with the requirements of this Agreement, it is hereby agreed that such documents and agreements shall remain in full force and effect for the purposes of this Agreement, but Bank may, if it deems it necessary or desirable, require execution of a new agreement or agreements.

#### 4. REPRESENTATIONS AND WARRANTIES

Company represents and warrants and such representations and warranties shall be deemed to be continuing representations and warranties during the entire life of this Agreement.

4.1 It is a limited liability company duly organized and in full force and effect under the laws of the State of its state of organization; execution, delivery and performance of this Agreement, and any other documents and instruments required under this Agreement, and the issuance of the Note by Company are within its Company powers, have been duly authorized, are not in contravention of law or the terms of Company's Articles of Organization or Operating Agreement, and do not require the consent or approval of any governmental body, agency or authority; and this Agreement and any other documents and instruments required under this Agreement, when issued and delivered under this Agreement, will be valid and binding in accordance with their terms.

4.2 The execution, delivery and performance of this Agreement and any other documents and instruments required under this Agreement, and the issuance of the Note by Company, are not in contravention of the unwaived terms of any material indenture, agreement or undertaking to which Company is a party or by which it is bound.

4.3 That substantially all of the Discount Leases and the subject equipment constitute commercial transactions and not consumer credit transactions.

4.4 No litigation or other proceeding before any court or administrative agency is pending, or to the knowledge of the officers of Company is threatened against Company, the outcome of which could materially impair Company's financial condition or its ability to carry on its business.

4.5 There are no security interests in, liens, mortgages, or other encumbrances on any of Company's assets, except as disclosed in Company's financial statements dated as of September 30, 2006.

4.6 Company does not maintain or contribute to any employee pension benefit plan subject to title IV of the "Employee Retirement Income Security Act of 1974" (herein called "ERISA").

4.7 The balance sheets and operating statement of Company dated September 30, 2006 and of the Guarantors previously furnished Bank, are complete and correct and fairly present the financial condition of Company and/or Guarantor and the results of its operations; since said date there has been no material adverse change in the financial condition of Company and/or Guarantor; to the knowledge of Company's officers and/or Members, Company and/or Guarantor has no contingent obligations (including any liability for taxes) not disclosed by or reserved against in said balance sheets and at the present time there are no material unrealized or anticipated losses from any present commitment of Company.

## 5. AFFIRMATIVE COVENANTS

Company covenants and agrees that it will, so long as Bank is committed to make any advances under this Agreement and thereafter so long as any indebtedness remains outstanding under this Agreement:

### 5.1 Furnish Bank:

- (a) within one hundred twenty (120) days after and as of the end of each of Company's fiscal years, detailed audit report of Company reviewed by independent certified public accountants satisfactory to Bank, along with Company prepared annual projections;
- (b) within thirty (30) days after and as of the end of each month of Company, balance sheets and statements of profit and loss, reconciliation of net worth and statement of cash flow of Company certified by an authorized officer of Company;
- (c) such information as required by the terms and conditions of any security agreements referred to in this Agreement;

- (d) within thirty (30) days after and as of the end of each month, a report detailing all lease financing and current outstanding principal balances for such lease financing all in the form attached hereto as Exhibit D;
- (e) promptly, and in form to be satisfactory to Bank, such other information as Bank may reasonably request from time to time.

5.2 Pay and discharge all taxes and other governmental charges and all contractual obligations calling for the payment of money, before the same shall become overdue, unless and to the extent only that such payment is being contested in good faith.

5.3 Maintain insurance coverage on its physical assets and against other business and liability risks in such amounts and of such types as are customarily carried by companies similar in size and nature, and in the event of acquisition of additional property, real or personal; or of incurrence of additional material risks of any nature, increase such insurance coverage in such manner and to such extent as prudent business judgment and present practice would dictate; and in the case of all policies covering property mortgaged or pledged to Bank or property in which Bank shall have a security interest of any kind whatsoever, other than those policies protecting against casualty liabilities to strangers, all such insurance policies shall provide that the loss payable thereunder shall be payable to Company and Bank as their respective interests may appear; all said policies or copies thereof, including all endorsements thereon and those required hereunder, to be deposited with Bank. Bank and Company acknowledge and agree that Company shall have satisfied its obligations hereunder to provide property damage insurance on equipment subject to a lease by providing Bank with proof of current effective coverage obtained by the Lessee with Bank named as a loss payee obtained by the underlying lessee. Company shall remain obligated to provide current effective coverage on any leased equipment that shall lapse or terminate.

5.4 Permit Bank, through its authorized attorneys, accountants, and representatives, to examine Company's books, accounts, records, ledgers and assets of every kind and description at all reasonable times upon oral or written request of Bank and to undertake an annual audit of Company at Company's expense, with the first audit to be performed within six (6) months from the date of this Agreement.

5.5 Promptly notify Bank of any condition or event which constitutes or with the running of time and/or the giving of notice would constitute an event of default under this Agreement, and promptly inform Bank of any material adverse change in Company's financial condition.

5.6 Maintain in good standing all licenses required by Company's state of organization, or any agency thereof, or other governmental authority that may be necessary or required for Company to carry on its general business objects and purposes.

5.7 Maintain the formula as set forth in Section 3.2 of this Agreement and in the event that indebtedness hereunder shall at any time exceed such formula then Company shall forthwith pay to Bank sufficient sums to reduce the indebtedness hereunder to comply with the formula.

5.8 Comply with all requirements imposed by ERISA as presently in effect or hereafter promulgated including, but not limited to, the minimum funding requirements of any pension plan subject to Title IV of ERISA (a "Pension Plan").

5.9 Promptly notify Bank upon the occurrence thereof of any of the following events:

- (a) the termination of any Pension Plan pursuant to Subtitle C of Title IV of ERISA or otherwise;
- (b) the appointment of a trustee by a United States District Court to administer any Pension Plan;
- (c) the commencement by the Pension Benefit Guaranty Corporation, or any successor thereto of any proceeding to terminate any Pension Plan;
- (d) the failure of any Pension Plan to satisfy the minimum funding requirements for any plan year as established in Section 412 of the Internal Revenue Code of 1954, as amended or any successor provision under the Internal Revenue Code of 1986, as amended;
- (e) the withdrawal of Company from any Pension Plan; or
- (f) a reportable event, within the meaning of Title IV of ERISA.

5.10 Furnish to the Bank concurrently with the delivery of each of the financial statements required by Section 5.1(b) hereof, a statement prepared and certified by the chief financial officer of Company (or in his absence, a responsible senior officer of Company) stating that as of the date thereof, no condition or event which constitutes an event of default or which with the running of time and/or the giving of notice would constitute an event of default has occurred and is continuing, or if any such event or condition has occurred and is continuing or exists, specifying in detail the nature and period of existence thereof and any action taken with respect thereto taken or contemplated to be taken by Company.

## 6. NEGATIVE COVENANTS

Company covenants and agrees that so long as Bank is committed to make any advances under this Agreement and thereafter so long as any indebtedness remains outstanding under this Agreement, it will not:

6.1 Purchase, acquire or redeem any Member's interest or make any material change in Company's capital structure or general business objects or purpose, without prior written notice to Bank.

6.2 Enter into any merger or consolidation or sell, lease, transfer, or dispose of all, substantially all, or any material part of its assets, except in the ordinary course of its business, without prior written notice to Bank.

6.3 Make or allow to remain outstanding any investment in, or any loans or advances to, any person, firm, corporation or other entity or association, without prior written notice to Bank.

6.4 Guarantee, endorse, or otherwise become secondarily liable for or upon the obligations of others, except by endorsement for deposit in the ordinary course of business and guarantees in favor of Bank, without prior written notice to Bank.

6.5 Become or remain obligated for any indebtedness for borrowed money, or for any indebtedness incurred in connection with any warehouse financing, the acquisition of any property, (which consent shall not be unreasonably withheld) real or personal, tangible or intangible, except as follows or without the prior written consent of Bank:

- (a) indebtedness to Bank;
- (b) purchase money indebtedness for inventory and vehicles financed by third parties;
- (c) current unsecured trade, utility or non-extraordinary accounts payable arising in the ordinary course of Company's business; and

6.6 Purchase or otherwise acquire or become obligated for the purchase of all or substantially all of the assets or business interests of any person, firm or corporation or any shares of stock of any corporation, trusteeship or association or in any other manner effectuate or attempt to effectuate an expansion of present business by acquisition, without the prior written consent of Bank.

6.7 Declare or pay any dividends, except dividends relating to member tax liabilities without the prior written consent of Bank. In no event shall the distribution of dividends permitted herein result in a negative Net Worth of the Company.

"Net Worth" shall mean as of any date of determination, the net book value of the assets of Company at such time after all appropriate deductions in accordance with GAAP (including, without limitation, reserves for doubtful receivables, obsolescence, depreciation and amortization) less the total debt of Company at such time, all as determined in accordance with GAAP.

6.8 Affirmatively pledge or mortgage any of Company's assets, whether now owned or hereafter acquired, or create, suffer or permit to exist any lien, security interest in, or encumbrance thereon, except as follows or without the prior written consent of Bank:

- (a) to Bank;

- (b) liens and security interests subordinated in favor of Bank by written subordination agreement acceptable to Bank;
- (c) mechanic's and materialsmen, liens not past due beyond 30 days.

## 7. DEFAULTS

7.1 Following five (5) days after non-payment of the principal or interest due under the terms of this Agreement or on the Note when due in accordance with the terms thereof, the Note shall automatically become immediately due and payable, and Bank's commitment to make further advances under this Agreement shall automatically terminate.

7.2 Upon occurrence of any of the following events of default:

- (a) default in the observance or performance of any of the material conditions, covenants or agreements of Company herein set forth and/or by any Guarantor under a Guaranty;
- (b) any representation or warranty made by Company herein or in any instrument submitted pursuant hereto proves untrue in any material respect;
- (c) default in the observance or performance of any of the conditions, covenants or agreements of Company set forth in any collateral document of security which may be given to secure the indebtedness hereunder or in any other collateral document related to or connected with this agreement or the indebtedness hereunder, and continuation of such default beyond any period of grace specified in any such document;
- (d) default in the payment (beyond any period of grace specified herein) of any other obligation of Company or in the observance or performance of any conditions, covenants or agreements related or given with respect thereto;
- (e) judgments for the payment of money in excess of the sum of One Hundred Thousand Dollars (\$100,000.00) in the aggregate shall be rendered against Company, and such judgments shall remain unpaid, unvacated, unbonded or unstayed by appeal or otherwise for a period of sixty (60) consecutive days from the date of its entry;
- (f) if there shall be any change for any reason whatsoever in the management, ownership or control of Company and/or Guarantor which shall in the sole business judgment of Bank reasonably exercised adversely affect future prospects for the successful operation of Company;

then, or at any time thereafter, unless such default is remedied, Bank may give notice to Company declaring all outstanding indebtedness hereunder to be due and payable, whereupon all indebtedness then outstanding hereunder shall immediately become due and payable without

further notice and demand, as the case may be, and Bank shall make no further advances under this Agreement.

7.3 If a creditors' committee shall have been appointed for the business of Company; or if Company shall have made a general assignment for the benefit of creditors or shall have been adjudicated bankrupt, or shall have filed a voluntary petition in bankruptcy or for reorganization or to effect a plan or arrangement with creditors; or shall file an answer to a creditor's petition or other petition filed against it, admitting the material allegations thereof for an adjudication in bankruptcy or for reorganization; or shall have applied for or permitted the appointment of a receiver or trustee or custodian for any of its property or assets; or such receiver, trustee or custodian shall have been appointed for any of its property or assets (otherwise than upon application or consent of Company) and such receiver, trustee, or custodian so appointed shall not have been discharged within forty-five (45) days after the date of his appointment; or if an order shall be entered and shall not be dismissed or stayed within forty-five (45) days from its entry, approving any petition for reorganization of Company; then the Note and all indebtedness then outstanding hereunder shall automatically become immediately due and payable, and Bank's commitment to make further advances under this Agreement shall automatically terminate.

## 8. MISCELLANEOUS

8.1 This Agreement shall be binding upon and shall inure to the benefit of Company and Bank and their respective successors and assigns, except that the credit provided for under this Agreement and no part thereof and no obligation of Bank hereunder shall be assignable or otherwise transferable by Company.

8.2 Where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, it shall be done in accordance with generally accepted accounting principles consistently applied.

8.3 No delay or failure of Bank in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof, or the exercise of any other power, right or privilege. The rights of Bank under this Agreement are cumulative and not exclusive of any right or remedies which Bank would otherwise have.

8.4 All notices with respect to this Agreement shall be deemed to be completed upon mailing by certified mail to the following:

To Bank:  
29201 Telegraph Road, 2<sup>nd</sup> Floor  
Southfield, Michigan 48034  
Attention: Comerica Leasing Division

To Company:  
9112 Montgomery Road, Suite 202  
Cincinnati, Ohio 45242  
Attention: Mark R. Franke

8.5 All agreements between the Company and the Bank pertaining to the indebtedness described herein are expressly limited so that in no event whatsoever shall the amount of interest paid or agreed to be paid to the Bank exceed the highest rate of interest permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision of this Agreement, the Note or any other instrument securing the Note or all or any part of the indebtedness secured thereby, at the time performance of such provision shall be due, shall involve exceeding the interest limitation validly prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, the obligation to be fulfilled shall be reduced to an amount computed at the highest rate of interest permissible under such applicable law, and if, for any reason whatsoever, the Bank shall ever receive as interest an amount which would be deemed unlawful under such applicable law, such interest shall be automatically applied to the payment of the principal amount described herein or otherwise owed by Company to Bank, (whether or not then due and payable) and not to the payment of interest.

8.6 This Agreement and the Note shall be governed by, and construed and enforced in accordance with, Michigan law.

8.7 Company shall pay at the time of execution of this Agreement all closing costs and expenses, including, by way of description and not limitation, outside attorney fees and lien search fees incurred by Bank in connection with the commitment, consummation and closing of this Agreement. Company shall also pay all collateral audit fees which may only be performed once per year absent the occurrence of an event of default. All of said amounts required to be paid by Company may, at Bank's option, be charged by Bank as an advance against the proceeds of the Note. All costs, including attorney fees, incurred by Bank in reviewing, revising, protecting or enforcing any of the Bank's rights against Company or defending Bank from any claims or liabilities by any party or otherwise incurred by Bank in connection with an event of default or the enforcement of this Agreement or the related documents, including by way of description and not limitation, such charges in any court or bankruptcy proceedings or arising out of any claim or action by any person against Bank which would not have been asserted were it not for Bank's relationship with Company hereunder or otherwise, shall also be paid by Company.

8.8 These provisions, terms and conditions of this Agreement shall control and govern the lending arrangement by and among Bank and Company. Any collateral agreement, document or instrument executed and/or given in conjunction to said lending arrangement shall be interpreted and enforced so as to be consistent herewith. Any provision, term and condition of any collateral agreement, document or instrument which is contradictory to this Agreement shall be of no effect.

8.9 This Agreement shall become effective upon the execution hereof by Bank and Company.



**[signatures to follow on succeeding page]**

WITNESS the due execution hereof as of the day and year first above written.

COMERICA LEASING, a division of  
COMERICA BANK

By: *BTF*  
BRIAN T. FITZGERALD  
Its: Vice President

U.S. FINANCIAL, LLC

By: *Mark R. France*  
Its: Managing Member

**PROMISSORY NOTE**  
**(Variable Rate)**

**AMOUNT:** Up to \$2,000,000.00

**NOTE DATE:** January 25, 2007

**MATURITY DATE:** January 25, 2008

**TAX IDENTIFICATION NUMBER:** \_\_\_\_\_

On the Maturity Date, as stated above, for value received, the undersigned promise(s) to pay to the order of Comerica Leasing, a division of Comerica Bank ("Bank"), at any office of the Bank in the State of Michigan, up to Two Million and 00/100 (\$2,000,000.00) Dollars (U.S.) (or that portion of it advanced by the Bank and not repaid as later provided) with interest until maturity, whether by acceleration or otherwise, or until Default, as later defined, at a per annum rate equal to the Interest Rate defined herein. As used herein, "Interest Rate" shall mean the percentage per annum equal to the sum of the applicable LIBOR Rate plus 250 basis points. As used herein, "LIBOR Rate" shall mean the rate reported in the Wall Street Journal (Eastern Edition) as the London Interbank Offered Rate for a one-month period under the heading Money Rates. If this LIBOR Rate is no longer available, Bank will choose a new index which will be based on comparable information and will give the undersigned notice of such new index. The initial LIBOR Rate under this Note shall be the LIBOR Rate published on the third Business Day prior to the Funding Date under that certain Lease Warehouse Agreement between the undersigned and Bank of even date ("LWA"), which LIBOR Rate shall remain in effect from the Funding Date to and including the last day of the calendar month in which the Funding Date occurs. The LIBOR Rate shall be adjusted on the first day of each calendar month thereafter, commencing on the first day of the calendar month following the Funding Date, based upon the LIBOR Rate published on the Business Day prior to the first day of such calendar month, until such time as this Note is paid in full. Interest shall be calculated from the Funding Date until repayment of the Loan in full and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. "Funding Date" shall mean the date on which any Advance under the LWA is funded as provided herein provided, however that in the event that, and so long as the undersigned shall be in default, interest shall be payable at a rate equal to the Interest Rate plus three percent (3.0%) per annum (but in no event in excess of the maximum rate permitted by law). The combined advances under this Note and a certain Promissory Note (Fixed Rate) of even date shall not exceed Two Million Dollars (\$2,000,000). Advances under this Note shall be requested by the undersigned's delivery of the lease discount documents identified in Exhibit B-1 to the LWA. Interest shall be calculated on the basis of a 360-day year for actual number of days the principal is outstanding. Accrued interest on this Note shall be payable on the 15<sup>th</sup> day of each month commencing February 15, 2007, until the Maturity Date (set forth above) when all amounts outstanding under this Note shall be due and payable in full. If the frequency of interest payments is not otherwise specified, accrued interest on this Note shall be payable monthly on the fifteenth day of each month. If any payment of principal or interest under this Note shall be

all documents and information which the Bank now or later has relating to the undersigned or the Indebtedness. The undersigned agree(s) that the Bank may provide information relating to this Note or relating to the undersigned to the Bank's parent, affiliates, subsidiaries and service providers.

The undersigned agree(s) to reimburse the holder or owner of this Note upon demand for any and all costs and expenses (including without limit, court costs, legal expenses and reasonable attorney fees, whether inside or outside counsel is used, whether or not suit is instituted and, if suit is instituted, whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise) incurred in collecting or attempting to collect this Note or incurred in any other matter or proceeding relating to this Note.

The undersigned acknowledge(s) and agree(s) that there are no contrary agreements, oral or written, establishing a term of this Note and agree(s) that the terms and conditions of this Note may not be amended, waived or modified except in a writing signed by an officer of the Bank expressly stating that the writing constitutes an amendment, waiver or modification of the terms of this Note. As used in this Note, the word "undersigned" means, individually and collectively, each maker, accommodation party, endorser and other party signing this Note in a similar capacity. If any provision of this Note is unenforceable in whole or part for any reason, the remaining provisions shall continue to be effective. **THIS NOTE IS MADE IN THE STATE OF MICHIGAN AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.**

**THE MAXIMUM INTEREST RATE SHALL NOT EXCEED 25% PER ANNUM, OR THE HIGHEST APPLICABLE USURY CEILING, WHICHEVER IS LESS.**

**THE UNDERSIGNED AND THE BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE INDEBTEDNESS.**

U.S. FINANCIAL, LLC

By: *Mark R. Fucini*

Its: *Managing Member*