



**5. CONDITION; USE; LOCATION; RETURN.** Lessee shall keep the Equipment in good working condition, normal wear and tear excepted. Lessee shall comply with all laws and regulations governing use of the Equipment, hold Newco harmless against actual or asserted violations thereof and pay all costs and expenses in connection with or arising from any such actual or asserted violation. Unless Lessee has Newco's prior written permission to move the Equipment, Lessee will keep and use it only at the location specified on the reverse hereof. Unless otherwise agreed in writing, on termination or expiration of the Term, Lessee will immediately return the Equipment to Newco in as good a condition as received, less normal wear and tear, to any place in the United States Newco designates. Lessee will prepay expenses of crating and shipping by means Newco designates and will insure the Equipment for its full replacement value.

**6. INSURANCE.** Throughout the Term, Lessee shall maintain (i) property insurance insuring the Equipment for its full replacement value against loss, theft, damage and destruction and naming Newco as loss payee and (ii) general public liability and third party property insurance naming Newco as an additional insured. Lessee shall provide Newco with certificates or other evidence of such insurance upon request by Newco. If Lessee does not provide evidence of such insurance upon request by Newco, Newco may, but will not be required to, buy such insurance and add the cost of such insurance to the amount due from the Lessee. In all circumstances Lessee shall cooperate with Newco or Newco's agent with respect to the placement or insurance and processing of claims.

**7. TITLE.** Newco shall hold title to the Equipment. Lessee will keep the Equipment free and clear from any levy, attachment, lien, encumbrance or charge or other judicial process; Lessee will give Newco immediate written notice of any breach of this provision; and Lessee will reimburse Newco for and, at Newco's request, defend Newco against any loss or damage caused thereby. Unless otherwise provided, the parties agree that this transaction shall be a true lease.

**8. DEFAULT; REMEDIES.** In the event of Lessee's default under any provision of this Lease, Newco has the right to exercise any or all of the following remedies; (a) terminate any or all leases with Lessee (b) declare all Rent and other amounts under the Lease immediately due and payable; (c) take possession of, or render unusable, any Equipment under the Lease without demand or notice, without any court order or other process of law and without liability to Newco for any damages occasioned by such action, and no such action shall constitute a termination of the Lease; (d) require Lessee to deliver such Equipment to a location designated by Newco; (e) proceed by court action to enforce performance by Lessee of the Lease and recover all damages and expenses incurred by Newco by reason of any default; and (f) exercise any other right or remedy available to Newco at law or in equity. Any delay or failure to enforce Newco's rights hereunder does not prevent Newco from enforcing any rights at a later time.

**9. RISK OF LOSS.** Lessee bears the risk of loss, theft or damage to the Equipment (the "Loss"), effective on shipment for delivery to Lessee. In the event of Loss, Newco, at its option, may: (a) require Lessee, where practicable, to restore the Equipment to good condition reasonably satisfactory to Newco; or (b) replace the Equipment with new or used Equipment reasonably satisfactory to Newco, in Newco's sole discretion.

**10. SERVICE.** In the event that service is required on the Equipment for any reason, only Newco service personnel shall be authorized to service the Equipment. If, the service is required during the Term of this Lease due to Lessee's misuse of the Equipment, Lessee's improper care for or abuse of the Equipment, or due to regularly scheduled maintenance requirements on the Equipment, service charges shall be paid by Lessee at Newco's standard labor and material rates as published from time to time.

**11. NONCANCELABLE LEASE. THIS LEASE AND ALL SCHEDULES HERETO SHALL BE NONCANCELABLE. LESSEE HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. NEITHER DAMAGE, LOSS, THEFT, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS LEASE, OR RELIEVE LESSEE OF ITS PAYMENT OBLIGATIONS HEREUNDER.**

**12. ASSIGNMENT.** Lessee has no right to sell, transfer or assign any interest it has in this Lease or the Equipment without the prior written consent of Newco.

**13. CAPTIONS; CONFLICTS; CHOICE OF LAW.** Captions are for convenience only and do not alter the text. The provisions of this Lease are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA. NEWCO AND LESSEE CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SOUTH CAROLINA, AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY SUCH COURT. AT NEWCO'S SOLE ELECTION AND DETERMINATION, ANY ACTION MAY ALSO BE BROUGHT IN ANY OTHER COURT OF COMPETENT JURISDICTION IN ANY STATE TN WHICH NEWCO HAS AN OFFICE AND LESSEE WAIVES ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY SUCH COURT.

**14. LIABILITY.** Lessee shall indemnify, hold harmless and, if Newco requests, defend Newco against all claims, of any nature whatsoever directly or indirectly arising out of or connected with Lessee's possession and use of the Equipment or this Lease. "Claims" means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, whether in contract or in tort, whether caused by Lessee's negligence or otherwise.