

HYSTER COMPANY MASTER RENTAL AGREEMENT

This Master Rental Agreement ("Agreement") is entered into, effective the 10th day of January, 2008, between **Hyster Company** ("Hyster"), with a place of business located at **1400 Sullivan Drive, Greenville, NC 27834** and **Dealer Name** ("Dealer"), with a principal place of business located at **Dealer Street, City, State, Zip**.

1. AGREEMENT FOR MAINTENANCE OF EQUIPMENT: This Agreement shall apply to the Equipment described in a Rental Schedule ("Rental Schedule") to this Agreement. Such Equipment is hereinafter referred to collectively as "Equipment" or separately as "Unit" or "Units" and includes batteries as described in the Rental Schedule.

2. RENTAL SCHEDULE: When Hyster and Dealer agree to rent Equipment pursuant to this Agreement, they shall execute a Rental Schedule similar to the form attached hereto. The purpose of this Master Rental Agreement is to establish a procedure for entering into Rental Schedules during the term hereof and to establish the terms and conditions applicable to such Rental Schedules. A Rental Schedule will generally contain: (a) description of Units (b) Dealer branch location (c) term of rental for each Unit (d) monthly rental rate for each Unit (e) monthly operating hours and (f) hourly excess usage charge, if applicable.

3. TERM AND RENEWAL: Each Unit rented hereunder shall have a rental term as set forth in a Maintenance Schedule. The rental term of any unit of Equipment shall commence on the Rental Start Date shown on the applicable Rental Schedule and expire on the Rental End Date of the Rental Term as specified in the applicable Rental Schedule. The initial term of the Maintenance Schedule may not be cancelled or otherwise terminated by Dealer. Rental term is a minimum of two months, and a maximum of six months. The term of the rental may, after the initial term, be extended on a month-to-month basis at Hyster's sole discretion. If Dealer wishes to extend the term, Dealer must notify Hyster in writing no later than fifteen days prior to the expiration of the initial term. In the event that the term is extended on a month to month basis, Dealer must notify Hyster fifteen days prior to its intent to terminate the rental term of any particular unit.

4. RENT AND EXCESS USAGE CHARGE: Dealer agrees to pay Hyster the Total Monthly Rent shown on the Rental Schedule ("Rent") plus applicable taxes. The first Rent payment will be due on the date of the Rental Start Date and on the same day of each month thereafter during the Rental Term (or such other subsequent date as Hyster may specify). Dealer acknowledges that the Rent has been calculated on the assumption that each unit of Equipment will be operated on a monthly basis no more than the number of Monthly Operating Hours shown on the Rental Schedule. At the end of the Rental Term, including any renewal term, it should be determined that the actual number of operating hours for any unit of Equipment exceeds the corresponding Monthly Operating Hours allowed, Dealer may, at Hyster's option, be required to pay Hyster upon demand, in addition to any other amounts due under this Agreement, an excess usage charge calculated by multiplying the number of excess operating hours by the Hourly Excess Usage Charge shown on the Rental Schedule. Upon Hyster's request, Dealer will provide Hyster with a meter reading for each unit of Equipment.

5. PAYMENT TERMS: Charges for Rent will be invoiced to Dealer monthly. All invoices shall be due and payable by the Dealer within thirty (30) days of invoice date and shall be paid to the "remit to" address as shown on the invoice or at such other address as directed in writing by Hyster. If any invoiced amount is not paid within ten (10) days of its due date, there will be a late charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal rate allowed by law, whichever is less.

6. TAXES: Dealer agrees to reimburse Hyster on demand for, or if requested by Hyster, directly pay when due, all taxes, including sales and/or use taxes, and fees imposed relative to this Agreement (including Rent) or the Equipment, whether assessed against Hyster or Dealer, excluding taxes computed on Hyster's net income.

7. OWNERSHIP AND SECURITY INTEREST: Hyster has title to the Equipment and Dealer only has the right to use and rent it under the terms of this Agreement. Dealer shall keep the Equipment free and clear of liens and encumbrances except those arising through Hyster. The parties intend this Agreement to create a true rental and not a security interest. The filing of any financing statements shall not be deemed evidence of any contrary intent but only as a precautionary filing to protect the interest and title of Hyster. To protect Hyster if a determination is made that this is not a true rental, Dealer grants Hyster a first priority security interest in all Dealer's existing and after-acquired rights in the Equipment and all modifications, accessions, accessories, replacements and proceeds. Dealer authorizes Hyster and its agent(s) to sign UCC financing statements on behalf of Dealer and to file financing statements without Dealer's signature.

8. LOCATION AND RETURN OF EQUIPMENT: Dealer agrees not to relocate the Equipment without Hyster's prior written consent, which will not be unreasonably withheld. Hyster may inspect the Equipment at any reasonable time. The Equipment shall remain personal property and not a fixture. If this Agreement is terminated or cancelled for any reason, Dealer shall, at its expense, deinstall and return the Equipment to a location specified by Hyster, freight and insurance prepaid, in the same condition as when delivered except for ordinary wear and tear. Dealer shall bear the risk of loss until Hyster receives the Equipment. Dealer will pay the reasonable costs of repairing the Equipment, and will continue to pay Rent until Hyster receives the Equipment. Upon the expiration of the Rental Term or any renewal Dealer at the request of Hyster agrees to store the equipment at no expense to Hyster.

9. MAINTENANCE OF EQUIPMENT: Dealer agrees to inspect the equipment upon taking delivery and notify Hyster in writing within

48 hours of taking delivery of any deficiencies in the equipment. Dealer's failure to provide such notice is acknowledgement that the equipment when delivered was in good, safe, and serviceable condition. During the Rental Term of this Agreement Dealer shall, at its own cost and expense, keep the Equipment in good repair, condition and working order except for ordinary wear and tear, and in compliance with all applicable manuals and law. All periodic maintenance shall be completed as outlined in the applicable service manual. Dealer is responsible for all damage not caused by ordinary wear and tear during the Term of this Agreement. All replacement parts and repairs made to the Equipment become the property of Hyster or subject to Hyster's security interest, as applicable. Hyster shall have the right to audit Dealer's maintenance records pertaining to Units rented under this Agreement at a time and place mutually agreeable to both parties.

10. EQUIPMENT SUBLET & MAINTENANCE: Dealer shall be permitted to rent the equipment to its customers during the term of this Agreement, and shall upon request from Hyster provide a copy of the rental agreement to Hyster. Dealer shall ensure that all Rental Agreements with its customer provide that in the event of termination of Dealer as an Authorized Hyster Dealer, the rental agreement is assignable to Hyster. Dealer shall remain liable for all damages and shall be responsible for all maintenance of the equipment as outlined in the maintenance manual for the same.

11. INSURANCE AND RISK OF LOSS: Dealer is responsible for loss and damage to the Equipment from any cause whatsoever on and after delivery of the Equipment. At its expense, Dealer shall keep the Equipment insured against all risks of loss and damage for an amount equal to the installed replacement cost with Hyster named as loss payee. Dealer shall also maintain comprehensive general liability insurance, in an amount not less than **\$500,000** per occurrence with Hyster named as an additional insured. All insurance policies shall be with an insurer rated B+ or better by A.M. Best Company and in such form, amounts and deductibles as are reasonably satisfactory to Hyster, and must state by endorsement that the insurer shall give Hyster not less than **30 days** prior written notice of any amendment, renewal or cancellation thereof as it relates to this Agreement or the Equipment. Dealer may self-insure for such coverage only with Hyster's prior written consent.

12. CASUALTY: If the Equipment, or any part, is lost, stolen, destroyed or damaged from any cause, Dealer shall promptly notify Hyster and, at Dealer's option, shall immediately (a) place the affected part of the Equipment in good repair, condition and working order; (b) replace the affected item with like equipment in good repair, condition and working order; or (c) pay Hyster's Loss (as defined in Section 12). If Dealer elects option (c), Hyster will apply any insurance proceeds it receives to any unpaid obligations and remit any excess proceeds to Dealer.

13. INDEMNITY: HYSTER IS NOT RESPONSIBLE TO ANYONE FOR ANY CLAIMS, LIENS, DAMAGES, LIABILITIES, INJURIES, LOSSES OR COSTS, INCLUDING LEGAL EXPENSES, CAUSED BY OR IN ANY WAY RELATED TO THE SELECTION, PURCHASE, INSTALLATION, RENTAL, HYSTERSHIP, POSSESSION, OPERATION, USE, MAINTENANCE, CONDITION, OR RETURN OF THE EQUIPMENT, INCLUDING (WITHOUT LIMITATION) LIABILITY FOR DEATH OR INJURY TO PERSONS, DAMAGE TO PROPERTY OR STRICT LIABILITY. DEALER WILL REIMBURSE HYSTER FOR, DEFEND HYSTER AGAINST, AND HOLD HYSTER HARMLESS FROM, ANY AND ALL OF THE FOREGOING. DEALER ALSO AGREES TO INDEMNIFY HYSTER FOR THE LOSS OF ANY INCOME TAX BENEFITS CAUSED BY DEALER'S ACTS OR OMISSIONS INCONSISTENT WITH THE UNDERLYING TAX ASSUMPTIONS.

14. DEFAULT AND REMEDIES: Dealer will be in default if (a) Dealer fails to pay any Rent or any other amount within **30 days** after its due date; (b) Dealer fails to perform any other term or condition of this Agreement within **30 days** of Dealer's receipt of a written notice of such failure; (c) any material representation or warranty made by Dealer or any guarantor in connection with this Agreement or any guaranty is untrue; (d) Dealer or any guarantor dissolves, ceases to do business as a going concern, merges, consolidates with or into or reorganizes with any entity or transfers all or substantially all of its assets or stock without Hyster's prior written consent (which shall not be unreasonably withheld); (e) Dealer or any guarantor becomes insolvent, makes an assignment for the benefit of creditors, or is subject to a petition filed by or against it under any bankruptcy or insolvency law; (f) any individual Dealer or guarantor dies or has a guardian appointed or (g) Dealer is in default under any other rental or agreement with Hyster ("Other Agreement") after the expiration of any cure or grace period.

Upon Dealer's default, Hyster may, in its sole discretion, (a) declare a default and exercise all of its rights and remedies under any Other Agreement, (b) terminate this Agreement, (c) recover from Dealer, as compensation for Hyster's loss and not as a penalty, (i) any Rent and other sums then due and (ii) all Rent and other sums to become due plus, if the Equipment is not returned, an amount equal to Hyster's estimate of the fair market value of the Equipment ("Estimated FMV") and (d) demand Dealer return the Equipment to Hyster. The amount set forth in (c)(ii) above shall be discounted to present value at the rate of **5%** or if such rate is not permitted by law, at the lowest permitted rate. The amount in subsection (c) shall be the agreed upon damages and is called "Hyster's Loss". Hyster may also charge interest up to **1.5% per month**, or the highest legal rate, if less ("Default Rate"), from the default date until paid. If Dealer fails to return the Equipment, Hyster may peacefully enter the premises where the Equipment is located, with or without notice or legal process, and repossess the Equipment. If Hyster obtains possession of the Equipment, Hyster may sell or rent the Equipment, as-is or otherwise, to such persons and upon such terms as Hyster may determine at one or more public or private sales, with or without notice to the Dealer, and without any warranties of title or otherwise. Hyster shall deduct from the sale proceeds the reasonable costs and expenses of repossession, repair, storage and disposition of the Equipment, the Estimated FMV of the Equipment, and all other expenses (including attorneys' fees and costs) reasonably incurred by Hyster in connection with the enforcement of this Agreement and apply the net proceeds to Dealer's obligations. Hyster may defer applying any non-cash proceeds of disposition to Hyster's Loss until Hyster receives cash proceeds. Dealer shall be liable for any deficiency. No right or remedy is exclusive of any other provided herein or permitted by law or at equity. All rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time.

15. ASSIGNMENT: Hyster may, without notice to or consent of the Dealer, sell, pledge, and transfer or assign all or any of its interest in this Agreement or Equipment. Any assignee will have all Hyster's rights and benefits but none of its obligations, and shall not be subject to any of Dealer's claims, defenses, recoupment or setoff rights against Hyster. Hyster may release information about Dealer and this Agreement to Supplier or any prospective investor or purchaser of this Agreement.

16. NOTICES AND REQUESTS: Notices and other communications shall be (a) in writing, (b) sent by hand delivery, certified mail (return receipt requested), an overnight courier service, or facsimile transaction or email (with a copy sent by one of the foregoing methods), (c) effective upon the earlier of actual receipt or four (4) days after the mailing date, and (d) sent to Dealer or (as applicable) Hyster at the respective address set forth on the cover page of this Agreement. Either party may substitute another address or facsimile number by written notice to the other party.

17. MISCELLANEOUS: (a) Any delay or failure by Hyster to enforce its rights under this Agreement does not prevent Hyster from enforcing any rights at a later time. (b) Hyster may insert information about the Equipment, dates or other omitted factual matters in this Agreement or any other document. (c) If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. (d) No rent charge, late charge, fee or interest is intended to exceed the maximum amount permitted to be charged or collected by applicable law. Any charges that exceed such maximum will be reduced to the legally permitted maximum charge and any excess payments will be used to reduce the Rent or refunded. (e) Unless explicitly otherwise agreed to in this Agreement, if Dealer is required to pay Hyster any amount other than payments of Rent, Dealer agrees to pay such amounts within **30 days** of its receipt of an invoice, request and/or demand therefore. (f) This Agreement is binding upon Hyster's and Dealer's successors and assigns. (g) All Dealer's indemnities, waivers, assumptions, liabilities and duties and all Hyster's disclaimers shall survive the expiration or termination of this Agreement. (h) Dealer confirms that it has not received tax, accounting, financial or legal advice from Hyster. (i) This agreement constitutes the entire agreement between Hyster and Dealer regarding the subject matter addressed in the Agreement and (except as expressly permitted pursuant to section 4 and section 16 (b) above) may not be modified unless such modification is in writing and signed by Hyster and Dealer.

18. DEALER'S OBLIGATIONS: DEALER'S OBLIGATIONS UNDER THIS AGREEMENT, SPECIFICALLY ITS NON-CANCELLABLE OBLIGATION TO PAY RENT AND OTHER SUMS DUE HEREUNDER, ARE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SETOFF, DEFENSE, RECOUPMENT OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.

19. NO WARRANTIES: DEALER HAS SELECTED EQUIPMENT AND HYSTER MAKES NO REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DEALER RENTS THE EQUIPMENT "AS-IS". IN NO EVENT SHALL HYSTER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM USE OF THE EQUIPMENT OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, DEALER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. HYSTER ASSIGNS TO DEALER, FOR THE TERM OF THIS AGREEMENT, ANY TRANSFERABLE MANUFACTURER WARRANTIES RELATING TO THE EQUIPMENT. DEALER MAY CONTACT THE SUPPLIER FOR A DESCRIPTION OF SUCH WARRANTIES.

20. DEALER REPRESENTATIONS: DEALER REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE SHOWN IN THE HYSTER'S ADDRESS SET FORTH ABOVE AND JURISDICTION AND VENUE SHALL BE WITH THE FEDERAL AND STATE COURTS SITUATED IN THAT STATE. BOTH PARTIES KNOWINGLY WAIVE ALL RIGHTS TO JURY TRIAL.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Accepted and agreed to:

Hyster Company

[Dealer]

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

RENTAL SCHEDULE

Schedule Number: **SAMPLE**

Pursuant to a Master Rental Agreement dated January 10, 2008, between **Hyster Company** ("Hyster"), having a place of business at **1400 Sullivan Drive, Greenville, NC 27834** and **Dealer Name** ("Dealer") with a place of business at **Dealer Street, City, State, Zip**, this Rental Schedule is attached to and constitutes an undivided part of the Master Rental Agreement and all of the terms used herein which are defined in the Rental Agreement shall have the same meaning as defined therein.

DEALER LOCATION:

COMPANY NAME	STREET	CITY	STATE	ZIP

1. RENTAL TERM:

RENTAL START DATE:

RENTAL END DATE:

2. SCHEDULE OF EQUIPMENT:

Dealer hereby elects to rent the following Units from Hyster, subject to the terms and conditions of the Master Rental Agreement referenced above and this Rental Schedule:

MAKE	MODEL	SERIAL#	BATTERY DESCRIPTION/SERIAL#	MONTHLY OPERATING HOURS	HOURLY EXCESS USAGE CHARGE
				160	

3. RENTAL PAYMENT

MONTHLY RENT: \$XXXX.XX

ADMINISTRATION FEE: \$X.XX

TOTAL MONTHLY RENT: \$XXXX.XX

Hyster Company

[Dealer]

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

HYSTER COMPANY RENTAL CONTACT INFORMATION

Primary Rental Program Contact:

Phone:

Fax:

E-Mail: hysterrental@hyster.com