

TRUCK LEASE AGREEMENT

Lease Date: _____

Lease Expiration Date: _____

Total Lease Premium: \$ _____

Delivery Fee: \$ _____

Security Deposit: \$ _____

Lessee Information:

Full Legal Name: _____ (“Lessee”)

DBA: _____

Address: _____

Contact Person: _____

Telephone: _____

Mobile: _____

Email: _____

Lessor Information:

Full Legal Name: Redbox International, LLC (“Lessor”)

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Vehicle Information:

Description: 2024 Kenworth T480, 66,000 lbs GVWR Tag: _____

VIN: _____ (“Vehicle”)

Starting Mileage: _____

Customer is responsible for ALL tire repairs, fuel and damages and payment of use and/or sales tax. Lessee must return Vehicle with a full tank of fuel and DEF and the Vehicle must be in substantially the same condition (including washing) as when received. Security deposit will be returned upon complete Vehicle inspection by Lessor, less charges for returning Vehicle to original condition upon lease. Lessee is responsible for all damage, including but not limited to, damage from (a) striking overhead objects, (b) use of the Vehicle without Lessee's permission, (c) violation of applicable laws (d) violation of this Lease Agreement. The Vehicle must be returned clean or a minimum of \$150 will be charged to Lessee. Lessee must do a full pre-trip inspection each day before placing the Vehicle into service each day. Lessee must perform a post-trip inspection each day immediately prior to taking the Vehicle out of service for the day. Lessee must utilize Whip Around to conduct these daily inspections and record the results of the inspections in Whip Around. Lessee is responsible for all tires, maintenance, fuel, missing parts and damage, other than normal wear and tear. By execution of this Lease Agreement, Lessee acknowledges and agrees that the Vehicle shall be leased in accordance with the terms and conditions of this Lease Agreement and that the Lessee has read all pages of such Lease Agreement. A facsimile of this Lease Agreement or any part of it shall be enforceable as an original document and may be executed and enforced in counterparts.

LESSEE: _____

Name: _____

Title: _____

Date Signed: _____

LESSOR: REDBOX+ INTERNATIONAL LLC

Name: Sean Foley

Title: President

Date Signed: _____

Name: Rusty Amarante

Title: Authorized Representative

Date Signed: _____

TERMS AND CONDITIONS

1. LEASE. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the Vehicle described above together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed to it.

2. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessor will cause the Vehicle to be delivered to Lessee at the location Lessee has specified above ("Vehicle Location"). Lessee shall inspect the Vehicle within one (1) day after delivery thereof and execute an Acknowledgment and Acceptance of Vehicle by Lessee notice, as provided by Lessor, after Lessee is satisfied that the Vehicle is satisfactory in every respect. If Lessee fails to execute the Acknowledgement and Acceptance of Vehicle by Lessee within said one (1) day period or fails to provide Lessor with written notice of defects, specifying any defect in or other proper objection to the Vehicle within such one (1) day period, the Lessee agrees that it shall be conclusively presumed, as between Lessor and the Lessee, that the Lessee has fully inspected and acknowledged that the Vehicle is in good condition and repair, and that Lessee is satisfied with and has accepted the Vehicle in such good condition and repair. Lessee hereby authorizes Lessor to insert in this Lease serial numbers or other identifying data with respect to the Vehicle.

3. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES. THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees by their signature on the lease agreement: (a) The Vehicle leased herein may be new or used and may be subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty during the warranty period; any expense to be at Lessee's account. In the event it is found that there are defective parts within the period set forth in the manufacturer's agreement to replace defective parts, Lessor will furnish at Lessor's designated repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's designated repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT; (b) Lessee leases the Vehicle as is and with all fault UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR; (c) Lessee agrees not to use the Vehicle in any business or manner other than in the conduct of the business authorized pursuant to Lessee's franchise agreement (Franchise Agreement) with Lessor. Lessee acknowledges that the Vehicle is proprietary to the redbox+® Dumpsters franchise system and, as such, may only be used in connection with redbox+ Dumpsters authorized services. Any usage contrary to this provision shall be considered a breach of the Franchise Agreement and this Agreement; (d) if the Vehicle does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason,

regardless of cause or consequence, other than as set forth above, Lessee's only remedy, if any, shall be against the supplier or manufacturer of the Vehicle and not against Lessor; (e) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the supplier or the manufacturer of the Vehicle; (f) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and (g) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO MAKE LEASE PAYMENTS OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE. Lessor is not responsible for and shall not be liable to Lessee for damages relating to loss of value of the Vehicle for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

4. TERM. This Lease will become effective upon the execution hereof by Lessee. The term of this Lease will commence on Lease Date specified on Page One and will end on the date designated on Page One as the Expiration Date unless earlier terminated according to the provisions herein ("Lease Term"). Lease Payments are calculated and established according to the selected Lease Term. THERE ARE NO PRORATIONS OR REFUNDS GIVEN FOR EARLY TERMINATION OF THE LEASE TERM. ANY CHANGES TO THE LEASE TERM ARE BILLED AT THE CURRENT MAXIMUM DAILY RATE AS SET FORTH IN LEASE TERM OPTIONS.

5. LEASE PAYMENTS. Lessee shall be liable for and shall promptly pay when due all Lease payments and other charges set forth herein, including but not limited to time, mileage, service, minimum, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) during the Lease Term in accordance with this Lease or, if not stated herein, in effect at the location at which the Lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease/rentals of the Vehicle or the use or the operation thereof. Lessor agrees to provide Lessee with an itemized statement of any charges assessed by Lessor.. Lessee shall have the same right to dispute any charge so assessed as any other lessee. Lessor shall invoice Lessee for lease payments and related fees. Balance payable upon receipt. The Lease payments will be payable without notice or demand via Electronic Funds Transfer (EFT) or as otherwise determined by Lessor in its sole discretion and will commence on the first Lease payment date as set forth above and thereafter in the frequency as set forth above. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided herein, the Lease payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. All outstanding balances must be paid in full at the time of Vehicle return or pick up. This includes any freight charges.

6. LOSS AND DAMAGE. Lessee, as of the Lease Date, shall at all times bear the entire risk of loss, theft, damage or destruction of the Vehicle from any cause whatsoever, and no loss, theft, damage or destruction of the Vehicle shall relieve Lessee of the obligation to pay lease payments or to comply with any other obligation under this Lease. In the event of damage to any part of the Vehicle, Lessee shall immediately notify Lessor and place the Vehicle in good repair at Lessee's expense. If Lessor determines that any part of the Vehicle is lost, stolen, destroyed or damaged

beyond repair, Lessee shall, at Lessee's option, do one of the following: (a) Replace the same with like Vehicle in good repair, acceptable to Lessor; or (b) pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of the loss, (ii) the accelerated balance of the total amounts due for remaining term of this Lease attributable to said item, discounted to present value at a discount rate of 5% as of the date of loss, (iii) the difference between payment(s) received from insurance and the actual replacement cost of the Vehicle

7. ALTERATIONS. Without the prior written consent of the Lessor, the Lessee shall not make any alterations, additions or improvements to the Vehicle. All additions and improvements of whatsoever kind or nature made to the Vehicle shall belong to and become the property of the Lessor on the termination of this Lease without reimbursement or payment to Lessee.

8. SERVICE. Lessee shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of Vehicle, including but not limited to checking of Vehicle, before each shift and supplying fuel, oil and water, and checking cooling system (engines only) and checking tire pressures and battery fluid and charge levels at least weekly. If Vehicle fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith.

9. INSURANCE, LIENS, TAXES. Lessee shall at Lessee's expense, during the term hereof, maintain in force insurance coverage in the types and amounts required pursuant to the Franchise Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee shall at Lessee's expense, during the Lease Term, maintain in force insurance covering any and all physical damage to the Vehicle in the amount stated in the Franchise Agreement or otherwise in writing by Lessor. Further, Lessee shall ensure that any certificate of insurance referenced herein shall name Lessor, and its parents, as an additional named insured on such certificate of insurance. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving such Vehicle. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided, the Vehicle while in transit or otherwise within the United States of America and Canada and shall also include general average and salvage charges on Vehicle while waterborne. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without thirty (30) days prior written notice to Lessor. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Vehicle or for Lessee's benefit. If Lessee fails to provide such insurance, Lessor will have the right but not the obligation, to have such insurance protecting Lessor placed on the Vehicle at Lessee's expense. Such placement will result in an increase in Lessee's periodic payments, such increase being attributed to Lessor's costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance. Lessee shall keep the Vehicle free and clear of all levies, liens and encumbrances. Lessee shall pay/reimburse Lessor for all charges and taxes (local state and federal) which may now or hereafter be imposed upon the ownership,

leasing, operation, rental, sale, purchase, possession or use of the Vehicle excluding however, all taxes on or measured by Lessor's net income. If Lessee fails to pay said charges, Lessor shall have the right but shall not the obligation, to pay such charges. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within fifteen (15) days after such notice is mailed to Lessee.

10. INDEMNIFICATION. To the extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor, its parents, subsidiaries, and affiliated companies, their officers, agents, and employees (the "Indemnified Parties") against all loss, liability and expense, including reasonable attorneys' fees by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Lessee as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, defect in or failure of Vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission by or on behalf of Lessor, its officers, agents, and employees or any other person including but not limited to any claims of strict liability in tort, breach of warranty and/or negligence. Further, Lessee shall to the extent permitted by law defend, indemnify and hold harmless the Indemnified Parties against all loss, liability and Vehicle, including reasonable attorneys' fees by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee as a result of any pollution liability claims or environmental impairment claim made as a result of Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances, or materials commonly described as hazardous substances. This paragraph is not intended, and shall not be construed, to waive or limit any immunity defense which Lessee may have including but not limited to governmental immunity. Lessee shall, to the extent permitted by law, indemnify the Indemnified Parties against, and hold the Indemnified Parties harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Vehicle, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

11. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Vehicle or any interest in this Lease or the Vehicle or; (ii) sublet or lend the Vehicle or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign, pledge, mortgage, transfer, or otherwise dispose of, either in whole or in part, this Lease. In the event of an assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Vehicle Lessor shall notify Lessee of such assignment, disclosing the name and address of each such assignee. After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Vehicle and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 467) of the Internal Revenue Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such

assignments in writing if so requested. If the Lessor assigns this Lease or the Lease payments due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by the Lessor hereunder or pursuant to any other agreement between the Lessor or Lessee, should there be one, shall excuse performance by the Lessee of any provision hereunder. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. **USE OF EQUIPMENT.** Vehicle shall be used solely in Lessee's business and parked only at its place of business when not in use. Lessee shall promptly respond to all requests by Lessor concerning the location of the Vehicle and any information requested by Lessor concerning the job site (including but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of the premises). Lessee agrees that Lessor may inspect the Vehicle at reasonable times whether at Lessee's place of business or a job site. For purposes of this lease, reasonable times shall be defined between the hours of 5:00 a.m. - 6:00 p.m. local time at the place of use of Vehicle. Vehicle shall be used only within its rated capacity by qualified personnel. For purposes of this Lease, qualified personnel shall be defined as those persons with at least a class B commercial driver's license permitting the use of the Vehicle under the laws of the State where the Vehicle is located and operated. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Vehicle, and promptly furnish Lessor in writing all information required in connection therewith. Vehicle shall not be used, operated, or driven (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee, which are the sole and exclusive responsibility of Lessee, and such operation is authorized pursuant to Lessee's Franchise Agreement; (C) in violation of any law or ordinance, (D) by any person in violation of law as to age, (E) in any speed contests; and (F) by any person other than (1) qualified employees of Lessee in the ordinary course of such employees regular employment, or (2) a qualified licensed driver and provided Lessor's permission be first obtained. If Vehicle is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation or is used in furtherance of any illegal purpose, all use of Vehicle is and shall be deemed used without Lessor's permission.

13. **COMPLIANCE WITH LAW.** Lessee shall, at its expense, comply with all state, federal, and local laws and regulations affecting Vehicle and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Indemnified Parties harmless from violations of any such laws, which indemnity shall include the Indemnified Parties' costs, including reasonable attorneys' fees.

14. **LIABILITY.** The liability of Lessor for delay or failure to pick up Vehicle or for failure of Vehicle to perform shall not exceed the value of the Lease payments paid by Lessee herein. This Lease agreement does not terminate until Vehicle is received on Lessor's yard and all obligations under this Lease Agreement have been satisfied except as may otherwise be provided herein.

15. **CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE.** This Lease shall be considered to have been made in the state of Michigan and shall be interpreted in accordance with the laws and regulations of the state of Michigan. Lessee agrees to personal jurisdiction in

the state of Michigan in any action, suit or proceeding regarding this Lease, and agrees and concedes that it, and each of them, transacted business in the state of Michigan by entering into this Lease. In the event of any legal action with regard to this Lease or the Vehicle covered hereby, Lessee agrees that venue shall be laid in or near Washtenaw County, Michigan, or in the State and County of whoever holds the Lessor's interest.

16. SECURITY DEPOSIT. As security for the prompt and full payment of the amounts due under this Lease, Lessee has deposited with Lessor the security amount set forth in the section shown as "Security Deposit". In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but not the obligation, to apply the Security Deposit to the curing of such default. Any such application by the Lessor shall not be a defense to any action by the Lessor arising out of said default and shall be in addition to any other remedies available to the Lessor as may be provided by law or this Lease. Within fifteen (15) days after Lessor mails notice to Lessee that Lessor has applied any portion of the Security Deposit to the curing of any default, Lessee shall restore said Security Deposit to the full amount set forth above. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has fully performed all provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said Security Deposit, without interest. Said Security Deposit may be commingled with Lessor's other funds.

17. OWNERSHIP; PERSONALTY. The Vehicle is, and shall remain the property of Lessor, and Lessee shall have no right, title or interest in the Vehicle except as expressly set forth in this Lease. The Vehicle shall remain personal property even though installed in or attached to real property.

18. SURRENDER. By this Lease, Lessee acquires no ownership rights in the Vehicle and has no option to purchase same. Upon the expiration, or earlier termination or cancellation of this Lease, or in the event of a default under this Lease, Lessee, at its sole expense, shall return the Vehicle in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering Vehicle to Lessor's principal place of business or as may be otherwise designated by Lessor in writing. Should Lessee fail to deliver the Vehicle to as required herein, Lessor may, but is not obligated to, retrieve the Vehicle whereupon Lessee shall be responsible for all cost and charges incurred by Lessor in retrieving and retaking such Vehicle.

19. TIME OF THE ESSENCE. Time is of the essence of this Lease, and this provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

20. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that Lessee has made any misleading or false statement in connection with application for or performance of this Lease, or any representation or warranty made by Lessee herein or otherwise furnished Lessor in connection with the Agreement or any Lease hereunder

shall prove at any time to have been untrue, false, misleading in any material respect; or that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; (v) the Vehicle or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale or the threat thereof without prior written consent of Lessor, (vi) if Lessee shall abandon the Vehicle or permit any other entity or person to use the Vehicle without the prior written consent of Lessor; (vii) Lessee dies or ceases to exist; (viii) Lessee defaults on any other agreement, including but not limited to the Franchise Agreement, it has with Lessor; or (ix) any guarantor of this Lease defaults on any obligation to Lessor or any of the above listed events or default occur with respect to any guarantor or any such guarantor files or has filed against it a petition under the bankruptcy laws.

21. REMEDIES UPON DEFAULT. All delinquent installments of rent shall bear interest at one-and-a-half percent (1 ½%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made: (a) Lessor may enter upon Lessee's premises and without any court order or other process of law may repossess and remove the Vehicle or render the Vehicle unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal, or disabling. Any such repossession shall not constitute a termination of this Lease unless Lessor notifies Lessee in writing; (b) Lessor may require Lessee, at its expense, to return the Vehicle in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment to such place or carrier as Lessor may specify; (c) Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee; (d) Lessor may declare all sums due and to become due under this Lease immediately due and payable, including as to any or all items of Vehicle, without notice or demand to Lessee Lessor may re-lease the Vehicle, without notice to Lessee, to any third party upon such terms and conditions as Lessor alone shall determine, or may sell the Vehicle, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser; (e) Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under this Lease then accrued, and in addition, a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the original or extended term of this Lease as the case may be as liquidated damages and not as a penalty, less the net proceeds of disposition, if any, of the Vehicle; (f) To pursue any other remedy available at law, by statute or in equity. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by Law or equity or by statute or otherwise and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

22. **GUARANTEE PROVISIONS OF FRANCHISE AGREEMENT INCORPORATED.** The guarantee provisions of the Franchise Agreement are hereby incorporated by reference into this Lease.

23. **MULTIPLE LESSEES.** Lessor may, with the consent of any one of the Lessees hereunder, modify, extend, or change any of the terms hereof without the consent or knowledge of the others, without in any way releasing, waiving or impairing any right granted to Lessor against the other Lessees and each of them are jointly and severally responsible and liable to Lessor under this Lease.

24. **EXPENSE OF ENFORCEMENT.** In the event a legal action is instituted to enforce or interpret the terms or provisions of this Lease, including an action instituted in bankruptcy, the prevailing party in any such action, including appeal or review of the same, shall be entitled to costs, including reasonable attorneys' fees.

25. **NOTICES.** All notices to be given under this Lease may be made via email or other electronic means of communication and/or in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

26. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

27. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

28. **ENTIRE AGREEMENT.** This Lease, together with the Delivery and Acceptance Certificate and other documents or instruments, and the Franchise Agreement executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Vehicle, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor.

29. **WAIVER.** The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a continuing waiver nor act as a waiver of any subsequent breach thereof. The Lessor shall be entitled to invoke any remedy available under this Lease or by law or in equity notwithstanding any prior waiver of any term, condition or covenant hereof.

30. **LEGAL CONSTRUCTION.** If one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or the remainder thereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

31. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.