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MASTER LEASE AGREEMENT

~~INTELLIGIBLE~~

AGREEMENT made as of December 5, 1972, *EWB*
between Professional Lease Management, Inc., a California *MW*
corporation (the "Lessor") and Canadian Hidrogas Resources,
Ltd. (the "Lessee").

In consideration of the mutual covenants and
conditions hereinafter set forth, the parties hereto agree
as follows:

1. Lease

Lessor shall lease to Lessee and Lessee shall hire
from Lessor thirty-five (35), special purpose (to contain
liquid propane gas) 33,000 gallon (U.S.) tank cars, ICC
#122A340W (the "tank cars") under the terms and conditions
hereinafter set forth.

2. Term and Delivery

The term of this lease shall commence as of the
date Lessor pays to Lessee the \$206,675 required by para-
graph 4b, and such date shall be inserted on Exhibit A at-
tached hereto ("Effective Date"). The Lease shall ter-
minate at the expiration of five years from the Effective
Date of this agreement.

Notwithstanding anything contained herein to the
contrary, if Lessor does not acquire title to all of the
tank cars to be leased hereunder by December 31, 1972,
except as provided in paragraph 12d, this agreement and all
obligations herein shall be terminated without any liability
whatsoever on the part of Lessor or Lessee; provided, however,

that Lessor shall use its best efforts to acquire title to the tank cars to be leased hereunder from Union Petroleum Corporation, a wholly-owned subsidiary of Home Oil Company Limited. Lessor shall furnish to Lessee, on or before the Effective Date, satisfactory evidence that Lessor has obtained title to the tank cars.

Lessor shall have no obligation to deliver the tank cars leased hereunder to Lessee, and except as provided in paragraph 4, Lessee, at its own expense shall have full responsibility for obtaining possession of the tank cars from Union Petroleum Corporation.

3. Payment

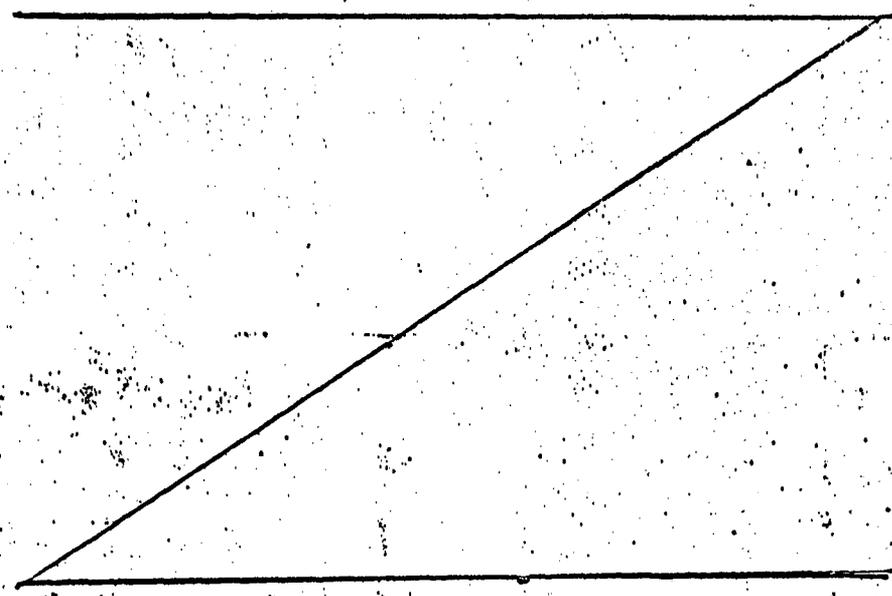
a. Rent

Rent shall be Three Hundred Fifty Dollars (U.S. \$350.00) per month per tank car or Twelve Thousand Two Hundred Fifty Dollars (U.S. \$12,250.00) per month, for all tank cars leased hereunder, which shall be due and payable on or before the first (1st) day of each month for the month for which the tank cars are leased; provided, however, that the first rental payment shall not be due until March 1, 1973 and such payment shall include the prorated monthly rental for December, 1972, and the full rental for the months of January, February and March, 1973; provided, further, however, that the rental payment due March 1, 1973 shall be reduced by the security deposit for the first three monthly rental payments paid to Lessor pursuant to paragraph 3b.

On or before the fifth (5th) day following the close of each month, Lessor shall report in writing to Lessee any mileage allowance received by Lessor during the previous month from any railroad on which the tank cars are used. Any such mileage allowance shall be applied in reduction of the rental payment for the month for which the mileage allowance is attributable; if any such allowance is not reported to Lessee in time for Lessee to reduce its

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rental payment with respect to any such month, then Lessor shall promptly reimburse lessee for any rental payments previously paid without the use of mileage allowance or excess mileage allowance, and credit any remainder of any such mileage allowance as excess mileage allowance. In addition, any mileage allowance attributable to any such month in excess of the monthly rental payment for that month (excess mileage allowance), shall be credited to Lessee's account to be used in previous or subsequent months if railroad mileage payments attributable to such months do not equal the monthly rental; provided, however, any excess mileage allowance credited to Lessee's account shall be cumulative only on an annual calendar basis, and all such credit shall expire at the end of each calendar year; provided further, however, that if any rental payments for any month during the calendar year were paid with other than mileage allowance or excess mileage allowance, Lessee shall be promptly reimbursed for the amount of such payments not to exceed the excess mileage allowance accruing as of December 31 of that year, and any excess mileage allowance attributable to calendar year 1972 shall be carried forward to calendar year 1973.



~~mileage payments attributable to subsequent months do not equal the monthly rent; provided, however, any excess mileage allowance credited to Lessee's account shall be cumulative only on an annual calendar year basis, and all such credit shall expire at the end of each calendar year; provided further, however, any excess mileage allowance attributable to calendar year 1972 shall be carried forward to calendar year 1973.~~

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mg*

b. Security Deposit - First Three Months

Lessee shall pay to Lessor on the Effective Date of this agreement \$36,750 as security for the first three monthly rental payments due hereunder.

4. Process of Domestication

a. Operational Expenditures

Lessee shall prepare and at its own expense pay all costs and other expenses in preparing the tank cars for operation, to include without limitation, empty mileage charges and expenses for repair and maintenance (preparation of tank cars and payment of expenses relating thereto are referred to as the "process of domestication"); provided, however, that costs and expenses for the process of domestication shall not include the Canadian duty and Canadian federal sales taxes.

Lessor shall pay to Lessee, within ten (10) days of Lessor's acquiring title to the tank cars, \$3,325 as sole reimbursement for all costs and expenses relating to the process of domestication. Lessee shall have full responsibility for any unreimbursed expenditures, and such limitation on the dollar amount of reimbursement shall not relieve Lessee of any obligation hereunder in preparing the tank cars for operation.

b. Canadian Taxes

Lessor shall pay to Lessee, within ten (10) days of Lessor's acquiring title to the tank cars, \$206,675 to be used only for the payment of Canadian duty and Canadian federal sales

taxes ("Canadian Taxes") relating to the importation of the tank cars in Canada; provided, however, that Lessor, at its sole discretion, can offset from the amount due, the amount required to be paid by Lessee to Lessor pursuant to paragraph 3b. Lessee shall act as agent for Lessor for such payments, and shall obtain a receipt stating that such taxes are being paid for, and on behalf of, Lessor.

Lessee shall at its own expense pay for any Canadian duty and Canadian federal sales tax in excess of \$206,675, and Lessee shall have no right to reimbursement for any such excess.

5. Lessee's Obligations with Respect to Equipment

a. Repairs and Maintenance

Lessee shall at its own expense operate, maintain, repair and keep the tank cars in good operating condition. Lessee shall not make any alterations, additions or improvements to the tank cars without the prior written consent of Lessor; provided, however, any alterations, additions or improvements required by any governmental authority shall be promptly made by Lessee without the necessity of Lessor's written consent. All such alterations or improvements shall be made at the sole expense of Lessee and such alterations or improvements shall become the property of Lessor upon termination of the lease.

b. Licensing, Registration and Taxes

Except as otherwise provided for in paragraph 4b, Lessee shall obtain, pay for and discharge when due all license and registration fees, assessments, sales, use, property, and other taxes (excluding any tax measured by Lessor's income), together with any penalties or interest applicable thereto, now or hereafter imposed by any state, federal,

foreign or local government upon the tank cars (excluding any sales tax on the acquisition of such tank cars by Lessor but including any sales or use tax payable on the lease of the tank cars), whether the same be payable by or assessed to Lessor or Lessee. The tank cars shall not be maintained, used or operated in violation of any law or rule, regulation or order of any governmental authority or any certificate, license or registration relating thereto.

c. Insurance

During the term of this lease, Lessee at its own expense shall obtain and keep in full force and effect property damage liability and personal liability insurance, naming Lessor as additional insured, against claims for death of or injury to persons, loss of or damage to property in connection with the possession, use or operation of the tank cars by Lessee, and any economic loss due to the nonavailability for use of any property damaged or destroyed. The limits on any liability insurance policy shall not be less than Five Million Dollars (\$5,000,000). In addition, Lessee shall obtain insurance on the Insured Value of the tank cars, naming Lessor as additional insured.

All such insurers shall be acceptable to Lessor. All such policy or policies shall contain a "breach of warranty" clause whereby the insurer agrees that a breach of the insuring conditions by Lessee shall not invalidate the insurance as to Lessor and shall provide that they may not be altered or cancelled without ten (10) days written notice to

Lessor. Lessee shall furnish such evidence as Lessor shall reasonably require of insurance, the terms and conditions of the policy or policies, and the date on which the policies expire. The Insured Value upon execution of this lease shall be as set forth in Exhibit A; thereafter, the Insured Value may be changed from time to time by agreement between Lessor and Lessee, it being intended that each tank car shall be insured at its market value. If Lessor and Lessee fail to agree as to any change in Insured Value, the controversy shall be settled pursuant to paragraph 13.

d. Loss or Damage

During the term of this lease, Lessee assumes all risk of loss or damage to the tank cars from any and every cause whatsoever, whether or not such loss or damage is covered by insurance, and shall include without limitation, the taking of any tank car by any governmental authority by condemnation or otherwise. No loss or damage to any tank car or to any part thereof shall relieve Lessee of any obligation under this agreement.

In the event of loss or damage, Lessor shall have the option to require Lessee to (1) repair or restore the tank car to good condition and working order; or (2) replace the tank car with a similar tank car in good repair, condition, and working order; or (3) pay Lessor in cash the difference between any receipts received by Lessor pursuant to an insurance policy or award by any governmental authority and the Insured Value set forth as Exhibit A. Upon receipt of a sum equal to Insured

Value, the lease hereunder shall terminate only with respect to the tank car for which Lessor has been paid, and Lessee shall become entitled to such tank car in its standing existing condition without any warranty of Lessor, express or implied with respect to any matter whatsoever.

e. Indemnity

Lessee shall defend, indemnify and hold harmless Lessor from and against all claims, actions, damages, liabilities, and expenses, arising out of, or related to, the use, operation or storage of the tank cars, including without limitation, attorneys' fees, claims for injury to or death of persons, including employees of Lessee, loss of or damage to property, including property of Lessee, and economic loss due to the nonavailability for use of property damaged or destroyed.

f. Surrender

Upon the expiration or earlier termination of the lease hereunder, Lessee at its own expense shall return the tank cars together with all records pertaining thereto, including without limitation repair and maintenance records, to Lessor at such location in the continental U.S.A. as Lessor shall specify, in the same condition as when received, except for reasonable wear and tear from ordinary use.

6. Warranties

Lessor makes no warranties ^{or representations} express or implied as to the condition, merchantability, fitness for particular purpose or any other matter concerning the tank

cars. Lessee hereby waives any claim it might have against Lessor for any loss, damage, or expense caused by the tank cars or by any defect therein, use or maintenance thereof, or servicing or adjustment thereto. During the period of any lease hereunder in which Lessee renders faithful performance of his obligations, Lessor hereby assigns to Lessee any factory or dealer warranty, whether express or implied, on the tank cars covered by any lease hereunder. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty.

7. Default

If Lessee defaults in the payment of any sum of money to be paid under this agreement and such default continues for a period of ten (10) days after written notice to Lessee of such default; or if Lessee fails to perform any covenant or condition required to be performed by Lessee which failure shall not be remedied within ten (10) days after notice thereof by Lessor to Lessee; or Lessee shall dissolve, make or commit any act of bankruptcy, or any proceeding under any bankruptcy or insolvency statute or any laws relating to the relief of debtors be commenced by or against Lessee; or a receiver, trustee or liquidator shall be appointed for Lessee or for all or a substantial part of Lessee's assets; or an order, judgment or decree shall be entered by a court of competent jurisdiction and shall continue unpaid and in effect for any period of sixty (60) consecutive days without a stay of execution; or a writ of attachment or execution is levied on any tank car and is not discharged within

ten (10) days thereafter, Lessor may exercise one or more of the following remedies with respect to all or any of the tank cars leased hereunder:

a. Immediately terminate this agreement and Lessee's rights hereunder;

b. Require the Lessee to return all or any of the tank cars to Lessor ^{at Lessor's expense,} pursuant to ~~paragraph 5(f)~~, and if Lessee fails to ^{do} comply with ~~paragraph 5(f)~~, Lessor may take possession of such tank cars without demand or notice and without court order or legal process. Lessee hereby waives any damages occasioned by such taking of possession whether or not Lessee was in default at the time possession was taken, so long as Lessor reasonably believes that Lessee was in default at said time. Lessee hereby knowingly waives any right to notice of possession and the taking of possession without court order or legal process;

c. Lease the tank cars to such persons, at such rental and for such period of time as Lessor shall elect. Lessor shall apply the proceeds from such leasing less all costs and expenses incurred on the recovery, repair, storage and renting of such tank cars, to the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency, which at the Lessor's option, shall be paid monthly, as suffered, or immediately or at the end of the term

as damages for Lessee's default;

d. Bring legal action to recover all rents or other amounts then accrued or thereafter accruing from Lessee to Lessor under any provision hereunder; and

e. Pursue any other remedy which Lessor may have. Each remedy is cumulative and may be enforced separately or concurrently. In the event of default, Lessee shall pay to Lessor all costs and expenses, including reasonable attorneys' fees expended by Lessor in the enforcement of its rights or remedies hereunder, and Lessee shall pay interest at the legal rate in the State of California on any amount owing to Lessor from the time said amount becomes due hereunder.

8. Right of First Refusal to Lease

From the date of this agreement and for ten (10) years hereafter, if Lessee, its parent corporation or any affiliate, desires to lease tank cars of the kind leased hereunder, Professional Lease Management, Inc. shall have the first option to lease such tank cars upon the terms and conditions as favorable to Lessee, its parent or any affiliate as they could obtain elsewhere.

9. Right of First Refusal to Buy

If during the term of, or upon termination of, this lease, Lessor ^{by its sole discretion} desires to sell the tank cars leased hereunder, Lessee, or any affiliate, shall have the first option to purchase such tank car or tank cars, upon the terms and conditions as favorable to Lessor as it could obtain elsewhere; ~~provided, however, the purchase price pursuant to such right of first refusal to buy shall not exceed the price paid by Lessor in acquiring title to the tank cars.~~

Provided, however, that nothing herein shall create an obligation upon Lessor to sell the cars.

10. Assignment, Transfer, Encumbrances

Lessee shall not sell, or mortgage, encumber, pledge, hypothecate or otherwise grant a security interest in the tank cars leased hereunder, or assign or sublet this agreement or the tank cars without the prior written consent of Lessor. Notwithstanding anything contained in this agreement to the contrary, Lessee may sublease the tank cars to Union Petroleum Corporation, a wholly-owned subsidiary of Home Oil Company Limited, up to, and including, March 31, 1973.

Lessor shall have the right to assign or sublet this agreement in whole or in part without Lessee's consent, and Lessee shall execute all documents, requested by Lessor to perfect such assignment or subletting including without limitation a short form lease in the form of Exhibit B attached hereto. *McH* *ELL*

11. Ownership

The tank cars are and shall at all times remain the sole and exclusive property of Lessor. The only interest Lessee shall have in the tank cars is that of Lessee under this lease.

12. Conditions to Closing

Prior to the execution of this agreement, Lessee shall:

a. Obtain guarantees of Lessee's obligations hereunder by Mr. E. W. G. Bodrug, in the form attached hereto as Exhibit C.

b. Furnish Lessor a copy of Mr. E. W. G. Bodrug's personal financial statement current

provided, however, that Lessor shall act as agent for any assignment or sublease in performing said obligations hereto. *McH* *ELL*

within thirty (30) days of the execution of this Lease.

c. Furnish Lessee with a copy of resolutions duly adopted by Lessee's board of directors authorizing the execution and delivery of this agreement.

d. Pay to Lessor as a security deposit \$12,250 as a security for the last month's rental obligation. If the parties hereto mutually rescind this agreement prior to the Effective Date, or Lessor does not acquire title to all the tank cars to be leased hereunder by December 31, 1972, this security deposit shall be refunded; provided, however, Lessor shall retain up to a maximum of \$5,000 to cover any legal and accounting expenses to the date of rescission.

13. Unavailability of Tank Car

If any tank car to be leased hereunder is unavailable due to any action or inaction on the part of Lessor, its successor, or assignee, this agreement and all obligations herein shall be terminated only with respect to such tank car effective as of the date such tank car becomes unavailable, without any liability whatsoever on the part of any party to this agreement; provided, however, that the unavailability of any tank car due to Lessee's failure to perform its obligations hereunder in whole or in part shall not constitute inaction or action on the part of Lessor.

14. Arbitration

Any controversy or claim arising out of, or relating to, this agreement, or the breach thereof, shall be settled in San Francisco, California, by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

15. Miscellaneous

a. All notices required or permitted hereunder

shall be in writing and shall be sufficient if delivered personally or sent by certified or registered mail or telegram to the party at the address herein- after set forth or at such other address as either party may designate in writing from time to time.

Professional Lease Management, Inc.
555 California Street, Suite 3999
San Francisco, California 94104
Attn: Mark C. Hungerford

Canadian Hidrogas Resources, Ltd.
Suite 2772, One Calgary Place
330-5th Avenue South West
Calgary, Alberta, Canada

b. No modification or waiver of any provision of this agreement nor consent to any departure by Lessee therefrom shall be effective unless the same shall be in writing signed by Lessor, and then such waiver of consent shall be effective only in the specific instance and for the purpose for which given.

c. If any term or provision of this agreement or the application thereof shall, to any extent, be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this agreement, and this agreement shall be valid and enforced to the fullest extent permitted by law.

d. This agreement and the provisions herein shall be interpreted under, and performance shall be governed by, the laws of the State of California.

~~e. Time is of the essence.~~

f. If Lessee fails to perform any of the obligations performable by it hereunder, Lessor may itself render such performance. If Lessee permits

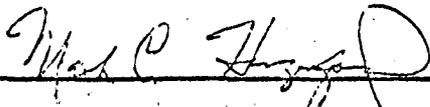
any lien, encumbrance, charge or assessment on the tank cars for which Lessee is obligated hereunder, Lessor may purchase or discharge same and Lessee shall reimburse Lessor on demand for all sums so paid by Lessor.

g. Lessor shall, at any reasonable time, have the right to inspect the tank cars wherever they may be located for the purpose of inspecting and examining the tank cars to insure compliance by Lessee with its obligations hereunder. Lessee shall immediately notify Lessor of any accident in connection with the malfunctioning or operation of the tank cars, including in such report the time, place, and nature of the accident, the damage caused to the property, the names and addresses of persons injured and of witnesses, and such other information as may be pertinent to Lessor's investigation of such accident. Lessee shall also notify Lessor in writing within ten (10) days after any attachment, tax lien, or other judicial process shall attach to the tank cars. Within five (5) days after receipt of written demand from Lessor, Lessee shall give Lessor written notice of the approximate location of the equipment.

h. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided, however, except as set forth herein, no rights of Lessee under this lease shall pass to any successor or assignee of Lessee by operation of law or otherwise without the written consent of Lessor.

The parties hereto have caused this agreement
to be duly executed by the duly authorized representatives
as of the date first above written.

PROFESSIONAL LEASE MANAGEMENT, INC.

By 

CANADIAN HYDROGAS RESOURCES LTD.

By 

EXHIBIT A

INSURED VALUE PER TANK CAR
AS OF ACQUISITION DATE

Wm. J. Davis

All U.S. cars.

1. Equipment Registry Number per the official railway register ("Number") UPCX 81507, acquired on December __, 1972. \$ 30,000
2. Number UPCX 81837, acquired on December __, 1972. \$ 30,000
3. Number UPCX 81899, acquired on December __, 1972. \$ 30,000
4. Number UPCX 80989, acquired on December __, 1972. \$ 30,000
5. Number UPCX 81817, acquired on December __, 1972. \$ 30,000
6. Number UPCX 81815, acquired on December __, 1972. \$ 30,000
7. Number UPCX 81825, acquired on December __, 1972. \$ 30,000
8. Number UPCX 81511, acquired on December __, 1972. \$ 30,000
9. Number UPCX 81512, acquired on December __, 1972. \$ 30,000
10. Number UPCX 81832, acquired on December __, 1972. \$ 30,000
11. Number UPCX 81896, acquired on December __, 1972. \$ 30,000
12. Number UPCX 81820, acquired on December __, 1972. \$ 30,000
13. Number UPCX 81810, acquired on December __, 1972. \$ 30,000
14. Number UPCX 81845, acquired on December __, 1972. \$ 30,000
15. Number UPCX 81834, acquired on December __, 1972. \$ 30,000
16. Number UPCX 80999, acquired on December __, 1972. \$ 30,000

223
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17. Number UPCX 80943, acquired on December __, 1972. \$30,000
18. Number UPCX 80987, acquired on December __, 1972. \$30,000
19. Number UPCX 81823, acquired on December __, 1972. \$30,000
20. Number UPCX 81835, acquired on December __, 1972. \$30,000
21. Number UPCX 81819, acquired on December __, 1972. \$30,000
22. Number UPCX 81833, acquired on December __, 1972. \$30,000
23. Number UPCX 81501, acquired on December __, 1972. \$30,000
24. Number UPCX 81813, acquired on December __, 1972. \$30,000
25. Number UPCX 80981, acquired on December __, 1972. \$30,000
26. Number UPCX 80988, acquired on December __, 1972. \$30,000
27. Number UPCX 81500, acquired on December __, 1972. \$30,000
28. Number UPCX 81897, acquired on December __, 1972. \$30,000
29. Number UPCX 81503, acquired on December __, 1972. \$30,000
30. Number UPCX 81902, acquired on December __, 1972. \$30,000
31. Number UPCX 81809, acquired on December __, 1972. \$30,000
32. Number UPCX 81502, acquired on December __, 1972. \$30,000
33. Number UPCX 80995, acquired on December __, 1972. \$30,000
34. Number UPCX 80983, acquired on December __, 1972. \$30,000
35. Number UPCX 81515, acquired on December __, 1972. \$30,000

EXHIBIT B
SHORT FORM LEASE

AGREEMENT made as of _____, 1972,
between _____ (the "Lessor") and
_____ (the "Lessee").

In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Lessor shall lease to Lessee and Lessee shall hire from Lessor the tank car described in paragraph 2 pursuant to the covenants and conditions of a Master Lease Agreement between Professional Lease Management, Inc. and Canadian Hidrogas Resources, Ltd., dated _____, 1972.

2. The tank car leased hereunder shall be a special purpose (to contain liquid propane gas), 33,000 gallon (U.S.) tank car, ICC #122A340W, Equipment Registry Number per the official railway register _____.

Dated: _____, 1972.

EXHIBIT C

GUARANTY AGREEMENT

AGREEMENT made as of December 5, 1972, *Mr. J. E. ...*
between Mr. E. W. G. Bodrug (the "Guarantor") and Professional Lease Management, Inc. (the "Lessor").

In consideration of Lessor's entering into a Master Lease Agreement with Canadian Home Products Ltd (the *Mr. J. E. ...* "Lessee"), dated December 5, 1972, (the "Lease Agreement") Guarantor agrees as follows: *Mr. J. E. ...*

1. Guarantor hereby guarantees to Lessor, Lessee's payment of all sums due and performance of all the terms and conditions of the Lease Agreement.
2. If Lessee fails to pay rent when the same becomes due, or defaults in the performance of any other term or condition of the Lease Agreement, in lieu of all other rights and remedies Lessor may be entitled to by this Guaranty Agreement, the Lease Agreement, or as provided by law, at the election of Guarantor, he shall either (a) pay all rentals when the same become due for the remaining term of the lease, or (b) purchase all tank cars leased under the Lease Agreement at the then fair market value (absent any diminution in value due to Lessee's breach of any obligation of the Master Lease) as determined by the American Association of Railroads; provided, however, that in connection with the exercise of such election, Guarantor shall pay to Lessor all rentals accrued and unpaid to the date of the default by Lessee, and if Guarantor elects to continue payment of rentals, such additional damages that may arise or have arisen in consequence of any default by the Lessee under the Lease Agreement.
3. Lessor and Lessee are hereby authorized at any time, and from time to time, with or without notice to Guarantor, and in such manner, upon such terms and for

such times as they deem fit, to change, alter or modify any party's obligations under the Lease Agreement, and any such changes, alterations or modifications shall have no effect upon Guarantor's liability hereunder.

4. If Lessor desires, Guarantor shall execute a Security Agreement covering all property of Guarantor real, personal, or mixed, and in addition, execute such financing statement or statements to comply with any federal, state or local governmental authority for both Canada and the United States.

5. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns; provided, however, that upon the death of Guarantor, this guaranty agreement shall be terminated and be of no further force or effect; provided further, however, that any claim or liability due to a breach, or default, of the Master Lease by Lessee during Guarantor's lifetime shall not be affected by his death, and this guaranty shall remain in full force and effect with respect to such claim or liability.

6. This agreement and the obligations hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

The parties have executed this agreement the day and year first above written.



PROFESSIONAL LEASE MANAGEMENT, INC.

By 