



DONELAN CLEARY
WOOD & MASER, P.C.

RECORDATION NO. *22366 and 22366A* FILED

AUG 27 '99

2-30 PM

August 27 1999

22366

New Recordation No. and -A

Dear Mr. Williams:

On behalf of Associates Leasing, Inc., I submit for filing and recording under 49 U.S.C. §11301(a) and the regulations applicable thereunder, executed counterparts of a primary document and a secondary document, neither previously recorded, both entered into August 19, 1999.

The primary document is entitled Sublease Agreement ("Sublease") and the parties are:

Conrad Yelvington Distributors, Inc. - SUBLESSOR
P.O. Box 1686
Daytona Beach, FL 32115

Third Coast Distributors, Inc. - SUBLESSEE
7065 Shield Drive
Holly, MI 48442

The said Sublease, among other things, is the leasing by the Sublessor to the Sublessee of one (1) locomotive.

The equipment covered by the instant Sublease is as identified therein, namely one locomotive currently identified as CYDX 710, formerly AN 710.

A short summary of the Sublease to appear in the Surface Transportation Board Index is as follows:

"Covers one locomotive, as listed in the Sublease Agreement."

The secondary document is entitled Assignment of Sublease and Bill of Sale to Equipment ("Assignment") and the parties are:

Conrad Yelvington Distributors, Inc. - ASSIGNOR
P.O. Box 1686
Daytona Beach, FL 32115

Associates Leasing, Inc. - ASSIGNEE
Suite 210
1900 Summit Tower Blvd.
Orlando, FL 32810

The said Assignment, among other things, is the assignment of a security interest in the Sublease by the Assignor to the Assignee.

The equipment involved in the Assignment is the one locomotive mentioned above.

ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, N.W., Suite 750, Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

Counterparts to A. H. Johnson

A short summary of the Assignment to appear in the Surface Transportation Board Index is as follows:

“Assignment of security interest in above Sublease Agreement.”

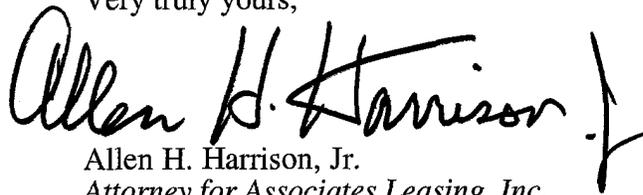
Please index separately in the assignee side (“white pages”) of the STB Index the name of the assignee, Associates Leasing, Inc., saying “See Recordation No. 22 366-A.”

Please enter under this filing “See Recordation No. 22 365.”

Enclosed is a check in the amount of seventy eight dollars, twenty-six dollars in payment of the above requested indexing and fifty two dollars in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.
*Attorney for Associates Leasing, Inc.
For the purpose of this filing.*

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

By Hand

8205-020



Sublease Agreement

RECORDATION NO. 22366 FILED

AUG 27 '99

2-30 PM

Conrad Yelvington Distributors, Inc.

PO Box 1686

Daytona Beach

FL 32115

One (1) Electro-Motive Model SW-9 Diesel Locomotive Old/Original No. AN 710 with New/Current No. CYDX 710
Lessor will mean & refer to the sublessor: Conrad Yelvington Distributors, Inc
Lessee will mean & refer to the sublessee: Third Coast Distributors, Inc.

LOCATION OF EQUIPMENT:
STREET ADDRESS

7065 Shield Drive

CITY, STATE & ZIP CODE

Holly MI 48442

COUNTY

Oakland

Sub LESSEE: Third Coast Distributors, Inc.

STREET ADDRESS

7065 Shield Drive

CITY, STATE & ZIP CODE

Holly MI 48442

COUNTY

Oakland

A. TERM: 66 MONTHS.

B. COMMENCEMENT DATE: 9/1/99

C. RENTAL PAYMENTS: 66 PAYMENTS OF \$ 2,005.00 EACH.

D. ADVANCE RENTAL PAYMENTS: FIRST RENTAL AND LAST 0 RENTAL(S) PLUS APPLICABLE TAXES.

E. PAYMENT SCHEDULE: THE ADVANCE RENTAL PAYMENT IS PAYABLE UPON DELIVERY OF THE LEASE APPLICATION TO LESSOR. THE REMAINING RENTALS ARE PAYABLE

MONTHLY

BEGINNING ON THE FIRST DAY OF 10/1/99 (MONTH/YEAR).

F. TERMINATION VALUE RATE: 0.00% PER

The undersigned hereby agrees to all the terms and provisions set forth on this lease. Accepted on 8/19/99
Dated 8/19/99 Conrad Yelvington Distributors, Inc.

Sub LESSEE'S SIGNATURE:

SubLESSOR

[Signature]
Title Manager

[Signature]
Title _____

TERMS AND PROVISIONS OF LEASE

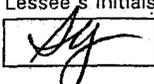
- LEASE:** The above named ^{Sublessor} Lessor hereby leases to the above named ^{Sublessee} Lessee, meaning all ^{Sublessees} jointly and severally ("Lessee"), and Lessee hereby hires and takes from Lessor, under and subject to the terms and provisions hereof until the end of the term specified above ("Term"), the personal property described above and on any supplemental schedule identified as constituting a part of this lease (herein, with all present and future attachments, accessories, replacement parts, repairs, and additions, and all proceeds thereof, referred to as "Equipment").
- TERM AND RENTALS:** This lease is for the Term beginning on the commencement date specified above. For the Term or any portion thereof, Lessee agrees to pay to Lessor aggregate rentals equal to the sum of all rental payments (including advance rentals) specified above ("Rental Payments") in accordance with the payment schedule specified above.
- EFFECTIVE DATE:** The terms and provisions hereof and the obligations and liabilities of Lessee hereunder shall become effective on the date of Lessor's acceptance of this lease ("Effective Date") even though the Term and Lessee's obligation to pay the remaining Rental Payments may begin on a later date.
- PLACE OF PAYMENT AND OBLIGATION TO PAY:** All Rental Payments are payable without notice or demand. All amounts payable hereunder to Lessor are payable at Lessor's address set forth herein or at such other address as Lessor may specify from time to time in writing. Except as otherwise specifically provided herein, Lessee's obligation to pay the Rental Payments and all other amounts due or to become due hereunder shall be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have or claim to have against Lessor for any reason, or (ii) any interruption in or cessation of Lessee's use or possession of the Equipment for any reason whatsoever.
- DELINQUENCY CHARGES:** For each Rental Payment or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Rental Payment or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect.

Page 1 of 3 of Lease Agreement dated 8/19/99 between Third Coast Distributors, Inc. (Lessee) and Conrad Yelvington Distributors, Inc. (Lessor) which includes, without limitation, an item of Equipment with the following serial number: _____ Lessee's Initials

[Signature]

6. **NO WARRANTIES BY LESSOR, MAINTENANCE, AND COMPLIANCE WITH LAWS:** Lessor makes no representations or warranties as to the character of this transaction for tax or any other purpose. Lessee acknowledges and agrees that: the Equipment is of a size, design, capacity and manufacture selected by Lessee; Lessor is not the manufacturer of the Equipment or the manufacturer's agent; LESSEE LEASES THE EQUIPMENT "AS IS" AND LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE EQUIPMENT FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY, WHATSOEVER, EXPRESS OR IMPLIED. Lessee will not assert any claim whatsoever, regardless of cause, against Lessor for loss of anticipatory profits or for consequential damages; Lessee will not bring any suit or claim against or make any settlement with the manufacturer or seller of the Equipment (both herein called "Seller") without Lessor's prior written consent; and the selection, servicing and maintaining of the Equipment shall be entirely at Lessee's risk and expense. Lessee agrees, at its own cost and expense: (a) to cause the Equipment to be operated with care and only by qualified personnel in the regular course of Lessee's business; (b) to comply with all applicable laws, rules and regulations relating to the Equipment, with any published instructions or specifications of the Seller and with all of the terms of any insurance policy covering the Equipment; (c) to obtain, or sign any documents Lessor deems necessary to obtain, any certificates of title required or permitted by law with respect to the Equipment; (d) to maintain the Equipment in good operating condition, repair and appearance; and (e) to furnish Lessor promptly with such financial statements and other information as Lessor may reasonably request from time to time.
7. **TERMINATION VALUE:** "Termination Value" as of any date shall mean an amount equal to the then present worth of all unaccrued Rental Payments (determined by the discounting such Rental Payments from their respective due dates at the termination value rate specified above compounded at the same intervals as such Rental Payments are payable or, if the first Rental Payment has not yet become due, Termination Value shall be the total cost paid or payable by Lessor for the Equipment.
8. **LOSS OR DESTRUCTION OF EQUIPMENT:** On and after the Effective Date, Lessee shall bear all risk of loss of, damage to, or destruction of the Equipment. If, for any reason, any of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall (a) immediately and fully inform Lessor with regard thereto, and (b) promptly pay to Lessor the Termination Value calculated as of the date of payment thereof plus all accrued and unpaid Rental Payments and all other amounts then due and remaining unpaid. Any amounts actually received by Lessor from insurance or otherwise on Lessee's behalf for such loss or damage shall be applied to reduce Lessee's obligations under this paragraph. Lessor is not obligated to undertake, by litigation or otherwise, the collection of any claim against any person for such loss or damage. Except as expressly provided herein, the total or partial destruction of the Equipment, or the total or partial loss of use or possession thereof to Lessee, shall not release or relieve Lessee from its obligations and liabilities under this lease.
9. **INSURANCE:** Lessee agrees to procure and maintain at all times on and after the Effective Date such liability, physical damage and other insurance as Lessor may require from time to time, and to immediately furnish evidence thereof satisfactory to Lessor. Lessee agrees that all such insurance shall be in form and amount and with insurers satisfactory to Lessor, and that Lessee will deliver promptly to Lessor certificates or, upon request, policies satisfactory to Lessor evidencing such insurance. All liability policies shall name Lessor as an additional insured, and all physical damage policies shall provide that payment thereof shall be made to Lessor and Lessee as their interests may appear. Each policy shall provide that Lessor's interest therein shall not be invalidated by any acts, omissions or neglect of anyone other than Lessor, and shall contain insurer's agreement to give Lessor 30 days prior written notice before cancellation or any material change in the policy shall be effective as to Lessor, whether such cancellation or change is at the direction of Lessee or the insurer.
10. **TAXES:** On and after the Effective Date, Lessee agrees to pay promptly to the appropriate governmental agency or, upon Lessor's request, to Lessor all taxes, levies, duties, assessments and other governmental charges (including any penalties and interest, and any fees for titling or registration) levied or assessed against Lessee, Lessor or the Equipment, upon or with respect to this lease or the purchase, use, operation, leasing, ownership, value, return or other disposition of the Equipment, or the rent, earnings or receipts arising therefrom, exclusive, however, of any taxes based on Lessor's net income. If requested, Lessee agrees to file promptly on behalf of Lessor any and all requested tax returns and reports concerning the Equipment in form satisfactory to Lessor with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relevant to the use of the Equipment and pertaining to the aforesaid taxes, assessments and other governmental charges. The obligations arising under this paragraph shall survive payment of all other obligations under this lease and the termination of this lease.
11. **LESSOR'S TITLE, STORAGE AND IDENTIFICATION OF EQUIPMENT:** Title to the Equipment will at all times remain in Lessor and Lessee will at all times, at its own cost and expense, protect and defend the title of Lessor from and against all claims, liens and legal processes of creditors of Lessee and keep the Equipment free and clear from all such claims, liens and processes. Lessee agrees not to alter or modify the Equipment without first obtaining in each instance the prior written approval of Lessor. Upon the expiration or termination of this lease Lessee, at Lessee's sole expense, shall return the Equipment unencumbered to Lessor at a place to be designated by Lessor, within the city in which the Rental Payments are payable or, at Lessor's option, at such other place as Lessee and Lessor may agree upon, and in the same condition as when received by Lessee, reasonable wear and tear resulting from use thereof alone excepted. Lessee shall, upon Lessor's request, and at Lessee's own expense, firmly affix to the Equipment, in a conspicuous place, such label, sign or other device as Lessor may supply to identify Lessor as the owner and lessor of the Equipment.
12. **POSSESSION, LOCATION OF EQUIPMENT, RIGHT OF INSPECTION AND ASSIGNMENT:** The Equipment is and shall remain personal property and not become part of any real property regardless of the manner of affixation and will be kept by Lessee at the location indicated herein, and will not be removed from said location without the prior written consent of Lessor, except that an item of Equipment which is mobile and of a type normally used at more than one location may be used by Lessee away from said location in the regular course of Lessee's business provided that: (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Lessee will immediately thereafter (and each 30 days thereafter until such item is returned) report the then current location thereof to Lessor in writing. Lessor shall have the right to inspect the Equipment at all reasonable times and from time to time as Lessor may require. The foregoing right of entry is subject to any applicable governmental laws, regulations and rules concerning industrial security. Lessee shall not sell, assign, transfer, pledge, encumber, secrete, sublet or otherwise dispose of the Equipment or any interest of Lessee in or under this lease without Lessor's prior written consent. This lease and all rights of Lessor hereunder will be assignable by Lessor without Lessee's consent, but Lessee will not be obligated to any assignee of Lessor except after written notice of such assignment from Lessor. LESSEE HEREBY WAIVES, RELINQUISHES AND DISCLAIMS AS TO ANY ASSIGNEE OF LESSOR ALL CLAIMS, RIGHTS OF SET-OFF AND DEFENSES LESSEE MAY HAVE AGAINST LESSOR, INCLUDING THE RIGHT TO WITHHOLD PAYMENT OF ANY MONIES WHICH MAY BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT LESSOR MAY WITHOUT NOTICE TO OR CONSENT OF LESSEE, SELL OR GRANT A SECURITY INTEREST IN THE EQUIPMENT AND IN SUCH EVENT LESSEE'S RIGHTS IN AND TO THE EQUIPMENT SHALL BE SUBJECT AND SUBORDINATE TO THE INTEREST AND RIGHTS, INCLUDING THE RIGHT OF POSSESSION, OF ANY SUCH PURCHASER OR HOLDER OF A SECURITY INTEREST IN THE EQUIPMENT. After receiving notice of any assignment by Lessor or of any sale or grant of a security interest in the Equipment, Lessee agrees that it will not, without the prior written consent of the assignee, purchaser or secured party, (i) prepay any amounts owing hereunder; (ii) modify or amend this lease; or (iii) exercise any rights which are exercisable only with the consent of the Lessor. Lessee further agrees that at the same time it sends to Lessor any notice hereunder it will send a copy thereof to any assignee of Lessor or purchaser or holder of any security interest in the Equipment at the address specified from time to time by such assignee, purchaser or secured party.
13. **PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR:** If Lessee fails to perform duly and promptly any of its obligations under this lease, Lessor may perform the same, but shall not be obligated to do so, for the account of Lessee to protect the interest of Lessor or Lessee or both, at Lessor's option. Any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by Lessor in such performance shall be payable by Lessee upon demand as additional rent for the Equipment.

Page 2 of 3 of Lease Agreement dated 8/19/99 between Third Coast Distributors, Inc. (Lessee)
 and Conrad Yelvington Distributors, Inc. (Lessor) which includes, without limitation, an item of Equipment with the following serial
 number: _____ Lessee's Initials



14. **DEFAULT AND REMEDIES:** An event of default shall occur if: (a) any Rental Payment or any other amount owed by Lessee to Lessor or to any affiliate of Lessor, whether hereunder or under any other instrument or agreement, is not paid promptly when due; (b) Lessee breaches any warranty or provision hereof or of any other instrument or agreement delivered by Lessee to Lessor or to any affiliates of Lessor; (c) Lessee ceases to do business as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, or takes advantage of any law for the relief of debtors; (d) any property of Lessee is attached; (e) a petition in bankruptcy or for an arrangement, reorganization, composition, liquidation, dissolution or similar relief is filed by or against Lessee under any present or future statute, law or regulation; (f) Lessee or its shareholders take any action looking to its dissolution or liquidation; (g) a trustee or receiver is appointed for Lessee or for any substantial part of its property; or (h) there is a material change in the management, ownership or control of Lessee.

Upon the occurrence of an event of default, Lessee shall be in default hereunder and Lessor may, at its option, with or without notice to Lessee (a) declare all sums due and to become due hereunder and all other sums then owing by Lessee to Lessor to be immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or in equity to enforce performance by Lessee of any and all provisions of this lease and to recover damages for the breach thereof; (c) require Lessee to assemble the Equipment and deliver the same forthwith to Lessor at Lessee's expense at such place as Lessor may designate which is reasonably convenient to both parties; (d) exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this transaction is subject thereto; and (e) enter, or its agents may enter, without notice or liability or legal process, into any premises where the Equipment may be, or is believed by Lessor to be, and repossess all or any thereof, disconnecting and separating the same from any other property and using all force necessary or permitted by applicable law, Lessee hereby expressly waiving all further rights to possession of the Equipment after default and all claims for injuries suffered through or loss caused by such repossession. Lessee agrees that any property other than Equipment which is in or upon the Equipment at the time of repossession may be taken and held without liability until its return is requested by Lessee. In addition, Lessor, by written notice to Lessee specifying a payment date 5 or more days after the date of such notice, may require Lessee to pay, and Lessee agrees to pay, to Lessor on the payment date specified in such notice, as liquidated damages for loss of the bargain and not as a penalty, (1) all accrued but unpaid Rental Payments and all other amounts due and payable on or before the payment date specified in such notice, plus (2) all expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and other legal expenses, plus (3) a sum equal to the excess of the Termination Value of the Equipment over whichever of the following amounts Lessor, in its sole discretion, shall specify in such notice: (i) the then fair market sales value of the Equipment (as determined by an appraiser selected by Lessor), (ii) the then present worth of the then fair rental value of the Equipment for the remaining Term (as determined by an appraiser selected by Lessor), or (iii) any amount actually received by Lessor from the re-lease, sale or other disposition of the Equipment. Lessor, at its option, may select Seller or any other dealer in property of the same type as the Equipment as an appraiser.

If any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to Lessor by such statute to prove for any amounts allowed thereby. Lessee agrees that Lessor may bring any legal proceedings it deems necessary to enforce the payment and performance of Lessee's obligations hereunder in any court in the State shown in Lessor's address set forth herein, and service of process may be made upon Lessee by mailing a copy of the summons to Lessee at its address shown herein. Lessee hereby waives any right to trial by jury in any proceeding arising out of this lease. The inclusion of a trade name or division name in the identification of Lessee hereunder shall not limit Lessor's right, after the occurrence of an event of default, to proceed against all of Lessee's assets, including those held or used by Lessee individually or under another trade or division name. Unless otherwise provided by law, any requirement of reasonable notice regarding the re-lease, sale or other disposition of the Equipment which Lessor may be obligated to give will be met if such notice is mailed to Lessee at its address shown herein at least 10 days before the time of re-lease, sale or other disposition. Nothing herein contained will require Lessor to re-lease, sell or otherwise dispose of the Equipment. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or provided by law, but each shall be cumulative and in addition to every other remedy. A waiver of a default shall not be a waiver of any other or a subsequent default.

15. **EXPENSES:** Lessee agrees to pay all expenses incurred by Lessor in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Lessor.

16. **INDEMNITY:** Lessor (which term as used herein includes Lessor's successors, assigns, agents and servants) shall have no responsibility or liability to Lessee, its successors or assigns or any other person with respect to any Liabilities (as "Liabilities" is herein defined), and Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect and save Lessor and keep it harmless from and against, any and all Liabilities. The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements of whatsoever kind and nature; including legal fees and expenses, (whether or not any transaction contemplated hereby is consummated) imposed on, incurred by or asserted against Lessor or the Equipment (whether by way of strict or absolute liability or otherwise) and in any way relating to or arising out of this lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Equipment (including, without limitation, (i) claims as a result of latent or patent defects, whether or not discoverable by Lessor or Lessee, (ii) claims for trademark, patent or copyright infringement, and (iii) tort claims of any kind (whether based on Lessor's alleged negligence or otherwise), including claims for injury or damage to property, or injury or death to any person (including Lessee's employees) or for any interruption of service, loss of business, anticipatory profits, or consequential damages. Lessee agrees to give Lessor and Lessor agrees to give Lessee prompt written notice of any claim or liability hereby indemnified against. The indemnities arising under this paragraph shall survive payment of all other obligations under this lease and the termination of this lease.

17. **NOTICES AND FURTHER ASSURANCES:** All notices relating hereto will either be delivered in person to an officer of Lessor or Lessee, or be mailed certified to Lessor or Lessee at its respective address shown on the face hereof or at any later address last known to the sender. Lessee agrees to execute and deliver to Lessor, upon Lessor's request, such documents and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this lease and Lessor's rights hereunder, including such documents as Lessor may require for filing or recording.

18. **SEVERABILITY:** Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

19. **ENTIRE AGREEMENT:** This lease and any addenda referred to herein constitute the entire agreement of the parties hereto. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements or representations related hereto and/or to the Equipment are superseded hereby, and no modification hereof shall be binding unless in writing and signed by an officer of the party to be bound.

20. **NO RENEWAL OR PURCHASE OPTION:** Lessee shall have no option to renew this lease or to purchase or otherwise acquire title to or ownership of the Equipment and shall have only the right to use the same under and subject to the terms and provisions of this lease.

21. **POWER OF ATTORNEY AND FINANCING STATEMENT.** LESSEE HEREBY APPOINTS LESSOR OR ANY OFFICER, EMPLOYEE OR DESIGNEE OF LESSOR OR ANY ASSIGNEE OF LESSOR (OR ANY DESIGNEE OF SUCH ASSIGNEE) AS LESSEE'S ATTORNEY-IN-FACT TO, IN LESSEE'S OR LESSOR'S NAME, TO: (a) PREPARE, EXECUTE AND SUBMIT ANY NOTICE OR PROOF OF LOSS IN ORDER TO REALIZE THE BENEFITS OF ANY INSURANCE POLICY INSURING THE EQUIPMENT; (b) PREPARE, EXECUTE AND FILE ANY INSTRUMENT WHICH, IN LESSOR'S OPINION, IS NECESSARY TO PERFECT AND/OR GIVE PUBLIC NOTICE OF THE INTERESTS OF LESSOR IN THE EQUIPMENT; AND (c) ENDORSE LESSEE'S NAME ON ANY REMITTANCE REPRESENTING PROCEEDS OF ANY INSURANCE RELATING TO THE EQUIPMENT OR THE PROCEEDS OF THE SALE, LEASE OR OTHER DISPOSITION OF THE EQUIPMENT (WHETHER OR NOT THE SAME IS A DEFAULT HEREUNDER). This power is coupled with an interest and is irrevocable so long as any indebtedness hereunder remains unpaid. Lessee agrees to execute and deliver to Lessor, upon Lessor's request such documents and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor's rights hereunder, including such documents as Lessor may require for filing or recording. IF PERMITTED BY LAW, LESSEE AGREES THAT A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS LEASE OR OF A FINANCING STATEMENT MAY BE FILED AS A FINANCING STATEMENT.

Page 3 of 3 of Lease Agreement dated 8/15/99 between Third Coast Distributors, Inc. (Lessee)
and Conrad Yelvington Distributors, Inc. (Lessor) which includes, without limitation, an item of Equipment with the following serial
number: _____ Lessee's Initials

