

UNIT PLEDGE AGREEMENT

This Unit Pledge Agreement ("Agreement"), made as of the ____ day of MONTH, 2013 but is effective as of DATE, by and between PLEDGOR(S), all of which are Ohio limited liability companies (collectively, "Pledgor"), PLEDGEE, an individual (jointly, "Pledgee").

WHEREAS, Pledgor is the owner of certain COMPANY(IES) (sometimes referred to as the "Entities") of Units of the Entities subsequent to Pledgor's purchase of Units from Pledgee.

WHEREAS, as a result of such purchase of Units, Pledgor is indebted to Pledgee pursuant to a certain Master Combined Unit Purchase Agreement.

WHEREAS, Pledgor has agreed to pledge as security for the indebtedness the Units described herein;

WHEREAS, Pledgor desires to execute this Agreement to satisfy the conditions described in the preceding paragraph.

NOW, THEREFORE, to induce Pledgee to enter into the Master Combined Unit Purchase Agreement and to secure the payment thereof, Pledgor does hereby pledge and deliver to Pledgee, his successors and assigns, all of the Units owned by Pledgor, together with all of Pledgor's right, title and interest therein, all dividends or distributions arising therefrom, payable therein or distributed in respect thereto, whether in cash, property, stock or otherwise and whether now or hereafter declared, paid, or made, and together with right to receive and receipt therefor; provided, however, that if and so long as no default in the observance and performance of all of the terms of this Agreement, or in the payment under the terms of the Combined Master Unit Purchase Agreement now owing by Pledgor to Pledgee, Pledgor shall have the right to receive all dividends or distributions with respect to the Units.

Pledgor hereby represents, covenants and agrees with Pledgee as follows:

1. That the Entities are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Ohio; that the undersigned have full power to make the pledge contemplated hereby; that all of said Units are free from all other liens and encumbrances with the exception of the lien of this pledge.

2. During the term of this pledge, and so long as there is no default in the observance and performance of any of terms of this Agreement, or in the full and prompt payment pursuant to the terms and conditions of the Master Combined Unit Purchase Agreement of Pledgor to Pledgee, Pledgor shall have the right to vote the Units on all corporate questions, without the necessity of the execution of proxies in favor or Pledgor as may be necessary to achieve this end. However, in the event of default of this Agreement or the failure of Pledgor to make full and prompt payment pursuant to the terms and conditions of the Master Combined Unit Purchase Agreement, Pledgee shall have the right to vote the Units.

3. If, whenever and as often as, during the term of this pledge, any unit dividend, reclassification, readjustment or other change is declared or made in the capital structure of Entities, all new, substituted and additional units or other securities issued in respect to the Units shall be held by Pledgee under the terms of this Agreement in the same manner as the stock originally pledged hereunder.

4. If, whenever and as often as, during the term of this pledge, subscription warrants or any other rights or options shall be issued in connection with the Units or any other securities at the time held by Pledgee hereunder, such warrants, rights and options shall be immediately assigned by Pledgor to Pledgee, and if exercised by Pledgor, all new units or other securities so acquired by Pledgee to be held by Pledgee under the terms of this Agreement in the same manner as the Units originally pledged hereunder.

5. This transaction shall be governed by the laws of the State of Ohio, a jurisdiction having enacted the Uniform Commercial Code. Pledgor therefore hereby grants Pledgee a security interest in the Units, and both Pledgee and Pledgor shall have all of the rights and remedies granted to a secured party under the Uniform Commercial Code of Ohio.

6. When and if the terms of the Combined Master Unit Purchase Agreement have been satisfied, all rights and interests of Pledgee in and to the Units shall thereupon revert in Pledgor and shall thereupon be reassigned to Pledgor, and the Unit certificates or certificates representing the Units shall thereupon be returned to Pledgor within 30 days.

7. This writing and all documents related to the obligations set forth herein contain the complete agreement of the parties hereto, and the parties agree that no representation, statement or warranty not set forth herein was made by any party to this Agreement.

8. Any request, notice or other service required or permitted to be made or given by any party thereto shall be in writing and shall be deemed sufficiently given or served for all purposes if delivered in person or via registered, or certified mail, return receipt requested or overnight mail to the parties hereto at the addresses set forth on Master Combined Unit Purchase Agreement.

9. This Agreement may not be modified except in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pledgor

COMPANY

By: _____

Its: _____

Pledgee

CLH International, Inc.

Corey L. Hammond, Individually