

MASTER EQUIPMENT LEASE AGREEMENT

Agreement Number:

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Lessor. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER:

D/B/A

Criswell Trucking LLC

STREET ADDRESS

CITY

STATE

ZIP

PHONE

443 North College

Trenton

TN

38382

731-855-0993

SUPPLIER INFORMATION

NAME OF SUPPLIER

STREET ADDRESS

MHC Truck Source, Inc

QUANTITY

ITEM DESCRIPTION

MODEL NO.

SERIAL

1	2010 Kenworth T660	257694	1XKADB9X4AJ270637
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RENTAL TERMS

Term in months

60 MOS.)

RENTAL PAYMENT AMOUNT

Payments of \$1,743.80

(Plus applicable taxes)

Rental Payment

INITIAL DEPOSIT

\$3,982.80

Unless Otherwise Indicated

THIS IS A NONCANCELABLE/IRREVOCABLE LEASE; THIS LEASE CANNOT BE CANCELLED OR TERMINATED.

TERMS AND CONDITIONS

(THIS LEASE AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE PART OF THIS LEASE AGREEMENT.)

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement (Continued on back)

Signor #1: Glenn Criswell

SIGNATURE: X Glenn Criswell

DATED: 2-19-2014

TITLE: owner

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, if any, which we transfer to you for the term of this lease. Your approval as indicated below of our purchase of the equipment from supplier is a condition precedent to effectiveness of this lease.

Criswell Trucking LLC

Date of Delivery	Customer	Signature:	Title
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GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you"), jointly and severally, unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer or the Equipment before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

X Glenn Criswell
Glenn Criswell

1. This Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as ("Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date shown and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Lessor interim rent. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between the rent commencement date and the first payment due date. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least thirty (30) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD TO COMPLY WITH THE TAX LAWS OF THE STATE IN WHICH THE EQUIPMENT IS LOCATED. Equipment located in various states is subject to sales tax laws which require that tax to be paid up front. You authorize us to advance tax and increase monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above.

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2. **RENT:** Rent will be payable in installments, each in the amount of the basic lease payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.
3. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE LEASE. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**
4. **LOCATION OF EQUIPMENT/RETURN:** You will keep records showing the location of the Equipment. You will report this location to us upon request. At the end of the Agreement's term, you will either renew per paragraph 1 or return the Equipment to a location we specify at your expense, in retail resalable condition, full working order and in complete repair. All license plates, registration certificate, documents of title and odometer certificates shall also be returned.
5. **EXCLUSIVITY:** You acknowledge and agree that Lessor will expend significant effort and expense in considering and responding to your Lease. Accordingly, you agree that for the period commencing On the date hereof and continuing until you enter into this Lease; Lessee will not, directly or indirectly, Solicit other inquiries or offers relating to, or entertain, negotiate or consummate any, financing transaction in substitution or in lieu of this Lease or otherwise relating to the financed Property or similar property contemplated by this agreement.
6. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us with certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs and credit risk. As long as you are current at the time of the loss (excluding losses resulting from acts of God), the replacement value of the Equipment will be applied against any loss or damage as per paragraph 6. You must be current to benefit from this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.**
8. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of these fees or taxes for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us up to \$100.00 on the date the first lease payment is due to cover the expense of originating the Agreement.
9. **FACSIMILE: FAX COPIES OF ALL DOCUMENTS INCLUDING DEPOSIT CHECK SHALL BE CONSIDERED ORIGINALS AND FULLY EXECUTED. "CHECK BY FAX" WILL BE APPLIED WHEN CHECK FAX COPY IS SUPPLIED BY LESSEE UNLESS OTHERWISE STATED IN WRITING BY LESSEE OR LESSOR. ALL faxed checks will be deposited via CHAX, Inc. software prior to Lessor receiving original check copy.**
10. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and/or return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of New Jersey or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.
11. **SECURITIZATION FEE- INITIAL DEPOSIT:** The lease payments for the Equipment leased shall be in the amount designated in the payment schedule and shall commence on the indicated payment due date immediately following the Equipment acceptance date (the "Commencement Date"). Lessee shall pay Lessor said payments on or before the due date and at the office of Lessor or to such other person or place as Lessor may designate in writing. The Initial Deposit noted above is required upon acceptance of this agreement by the Lessee, which shall be applied to the Securitization Fee which is non-refundable and fully earned by Lessor upon Lessee's acceptance of this agreement, each as noted above. This proposal is subject to receipt of final documentation and final Equipment/credit approval by Lessor. In consideration of Lessor's time, effort and expense in considering and processing the

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February 19, 2014

lease transaction, Lessee agrees that Lessor shall have twenty (20) business days from the date of Lessor's receipt of all documentation and information required by Lessor from Lessee (which documentation and information Lessee shall provide to Lessor within seven (7) business days of Lessor's request) to provide final approval as noted above. If Lessor provides final approval and Lessee does not fulfill its commitment with respect to completing the lease transaction for any reason, then the Initial Deposit will be considered a processing fee earned by Lessor. The Initial Deposit shall be retained as liquidated damages by Lessor in the event Lessee does not supply the required documents and information required by Lessor or otherwise comply with the terms of this agreement or back out of the original agreement as stated above, there is a material adverse change to the financial condition of the Lessee or any Guarantor, or if any material misrepresentation is made by Lessee in connection with the documents and information provided to Lessor.

12. LAW: This lease shall be deemed fully executed and performed in the State of California or in the home state of whoever holds the Lessor's interest as it may be assigned from time to time per paragraph 10. This lease shall be governed by and construed in accordance with the laws of the State of California or the laws of the home state of Lessor's assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California or any other state or federal court chosen by the Lessor or its assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment.

12a. REFUNDS: If lessee is due a refund lessee acknowledges all refunds may take up to 90 days to process before a check/money order/cashiers check or ach draft is completed by lessor to lessee.

12b. ASSIGNMENT: Lessor reserves the right to sell/transfer agreement to its successors and assignors without notice to lessee. Master lease agreement is subject to be split in to multiple agreements until full amount and terms are reached without notice to lessee.

13. LESSEE GUARANTY: You agree to submit the original master lease documents with the security deposit to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 11.

14. DISPUTE RESOLUTION: Lessee agrees that any dispute or legal action related to, or arising out of, this proposal or the final lease documentation shall be filed in Orange County, California. The dispute or legal action shall be resolved through compulsory and binding arbitration before the Judicial Arbitration and Mediation Services, Inc. (J.A.M.S.). The laws of the state of California are controlling this proposal and the underlying lease transaction. Discovery may be conducted during the binding arbitration process pursuant to California Code of Civil Procedure section 1283.1, subdivision (b).

15. DOCUMENTATION: Lessor's standard documents are contemplated. This proposal is subject to the Execution of the Lessor's Standard documents, by the Lessee within a reasonable amount of time. The monthly payment quoted herein is based upon like term U.S. Treasury Notes.

This payment is subject to deviation upon a change in the U.S. Treasury Note's base rate, a material or adverse change in the Lessee's credit or

any determination by Lessor that Lessee's creditworthiness does not support the proposed terms. The lease payment and rate shall be fixed at

lease commencement. All taxes on the Leased equipment are the responsibility of the Lessee.



Glenn Criswell



PLATINUM

PLEASE FILL IN THE FOLLOWING INFORMATION

Federal Tax ID #: 46-2088511

BUSINESS INSURANCE INFORMATION:

Insurance Company: *Hub International (Lancer)*

Contact Name: *ERIKA*

Phone # *1-800-369-9010 x 1772*

Policy Number: *CM005642300*

If you do not have your business insurance information available, please check the following below:

Per your arrangement with PLATINUM FINANCIAL, you hereby agree to furnish Lessor with insurance information on the Leased equipment at the request of the Lessor prior to the commencement of your transaction.

TOTAL NOW DUE

\$3,982.60

"Check by fax"

PLEASE REMIT PAYMENT TO:

PLATINUM FINANCIAL, OC
321 N RAMPART STREET, 203
ORANGE, CA 92868
888-722-4381 Toll Free

321 N RAMPART ST., #203, ORANGE CA 92868 PHONE: 888-722-4381 FAX: 949-861-6278



PLATINUM

OPTIONS OF LESSEE \$1.00 PURCHASE OPTION

Lease #2514153 between PLATINUM FINANCIAL, OC, Lessor
And Criswell Trucking LLC, Full legal name of Lessee)

Provided the Lease has not terminated early and no event of default under the Lease has occurred and is continued, Lessee shall have the following options:

PURCHASE EQUIPMENT FOR \$1.00

OR

RETURN EQUIPMENT TO LESSOR

Lessor: **PLATINUM FINANCIAL, OC**

Lessee: Glenn Criswell

Signature

Glenn Criswell
Signature

Title

owner
Title

Date

2-19-14
Date



USED TRUCK ORDER

Kansas City, KS 66111

2701 Midwest Drive

(816) 921-8600

MHC Truck Source, Inc. ("Dealer")

PURCHASER			ADDRESS		DATE	
Criswell Trucking LLC			443 North College		2/28/2014	
BUSINESS PHONE	OTHER PHONE	CITY	COUNTY	STATE	ZIP	
(800) 232-1631		Trenton		TN	38382	
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON	
1	2010	Kenworth	T660	Tractor - Sleeper	Barnett, Sean	
STOCK NO.	COLOR	TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE		
257894	Black	2/28/2014		MHC Financial Service		
SERIAL NUMBERS:		1XKADB9X4AJ270837				
PRICE OF VEHICLE(S) w/o FET					\$73,300.00	
2 year or 200,000 NTP Warranty DOT, New Mattress Used Carrier or Thermoking APU						
TRADE TERMS AGREEMENT APPLICABLE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.						
DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.			
YEAR	MAKE	MODEL	SUBTOTAL	\$73,300.00		
			BUSINESS TAX			
SERIAL NUMBER	MILEAGE		SALES TAX			
			LOCAL TAX			
BALANCE OWED TO	TRADE DIFFERENCE		DOCUMENTATION FEES			
			REGISTRATION FEES			
PURCHASER'S CERTIFICATION			TOTAL DELIVERED PRICE	\$73,300.00		
			LESS: TRADE-IN ALLOWANCE			
			LESS: BALANCE OWED ON TRADE-IN			
			TRADE-IN EQUITY			
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER			
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that: 1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral. 2. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery. 3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			CASH DUE ON DELIVERY (Includes Above Taxes, But May Not Be Inclusive of All Applicable Taxes)			
			UNPAID BALANCE (Amount to be Separately Financed by Purchaser)Due in Cash on Delivery	\$73,300.00		
			READ ALL PAGES OF THIS ORDER.			
			THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.			
			THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.			
			THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.			
			ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.			
THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES						
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT						
SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):		DATE	ACCEPTED BY DEALER		DATE	



Date: 2/17/2014

Vehicle: 20 - 257894

Type: (USED)

USED VEHICLE SPECIFICATION SHEET

UNIT MAKE	1 Quantity	2010 Year	228 Wheelbase	1XKADB9X4AJ270837 V.I.N.
ENGINE	KW Make	T660 Model	Serial #	475 H. P.
	CATERPILLAR Make	C15 ACERT Model		477690 Odometer
TRANSMISSION	SINGLE Exhaust	VERTICAL Type	YES Retarder	1 DPF Last Svc Miles
	EATON/FULLER Make	FRO17210C Model	Brakes: AIR Type	50 Fr/Linings
AXLE	12 Front Axle Weight	40 Rear Axle Weight	325 Ratio	50 Rr/Linings
SUSPENSION	KENWORTH Make	AIRGLIDE 400 Model	TANDEM Type	
FRONT TIRE	LP Type	225 Size		
REAR TIRE	LP Type	225 Size		
WHEELS	ALUMINUM Front	OUTSIDE ALUM Rear	FIXED 5th Wheel	
TANKS	120 Capacity	2 # Aluminum	# Steel	
SLEEPER	AEROCAB Type	72 Size	INTEGRAL Configuration	RAISE Roof
COLORS	BLACK Exterior	SPLENDOR Interior Type	BLACK/GRAY Interior	SINGLE Bunk
CHASSIS/BODY	TRACTOR Exterior	Interior Type	Length	Width
FAIRINGS	YES Side	YES Roof		N Sm/Painted A/C
DOORS	Rear: Type	Opening	Lift Gate	Side: Curb
REFRIGERATION	Unit Make	Unit Model	Hours	Condition
WARRANTIES	Engine	Transmission	Axles(s)	DPF Warranty

Comments
 For Sale!!! Super Clean 2010 T660's!!
 C15, 475HP, 10 Speeds, Sittin' on
 Brand New Michelin Virgin Drives!!!
 Only 20 left and They're Priced to
 Move!!

Notes