

EXHIBIT A

CONTRACT HAULING AGREEMENT

THIS AGREEMENT made 2/12/2016, between Western Express, Inc., a Tennessee corporation (the "CARRIER"), having its principle offices at 7135 Centennial Place, Nashville, TN 37209, and (NAME) John Elmy
(ADDRESS) 523 Carr Street
(CONTRACTOR), WITNES SETH that,

WHEREAS, the CARRIER, an Interstate For Hire Common/Contract Motor Carrier, wishes to obtain transportation with equipment it does not own through a Contract and/or agreement with CONTRACTOR; and

WHEREAS, the CONTRACTOR is the owner or lessee of the equipment described in the attached Addendum I which is suitable for the transportation of property in CARRIER'S business; and

WHEREAS, the CONTRACTOR is engaged in the business of transporting freight by motor vehicle on behalf of and pursuant to operating agreement with private or common carriers or shippers; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, The parties mutually agree as follows:

1. The CONTRACTOR agrees to furnish and to operate the described Equipment together referred to in Addendum I with drivers and all other necessary labor and to transport, load and unload on behalf of CARRIER such commodities as the CARRIER may from time to time make available to the CONTRACTOR. The CARRIER agrees to make commodities available from time to time for transportation by the CONTRACTOR under the terms of this Contract, although this shall not be construed as an agreement by the CARRIER to furnish any specific number of loads or pounds of freight for transportation by the CONTRACTOR at any particular time or any particular place.

2. For the full and proper performance of each trip made by the CONTRACTOR under the terms of this Contract, the CARRIER agrees to pay the amount agreed to between CARRIER and CONTRACTOR and specifically provided for on the attached Schedule 1. CONTRACTOR hereby authorizes the deductions set forth in Schedule II and those deductions identified and referenced elsewhere in this Agreement.

3. This Contract is intended by the parties to create the relationship of INDEPENDENT CONTRACTORS and not employer/employee, master/servant, lessee/lessor, partners or joint ventures. Neither CONTRACTOR nor his employees, agent or servants are to be considered employees of CARRIER at any time, under any circumstances or for any purpose. It is agreed by the parties hereto that CONTRACTOR assumes full and complete responsibility for all employees employed by him in the performance of all duties and obligations under this Contract.

SPECIAL TERMS AND CONDITIONS

4. The CARRIER shall settle with CONTRACTOR within 15 days of the submission by the CONTRACTOR to the CARRIER those documents showing full and proper performance of the terms of this Contract. The required documents shall include driver logs as required by the U.S. Department of Transportation ("DOT"), and such documentation necessary for the CARRIER to secure payment for delivery from the shipper and/or consignee such as delivery receipts and bills of lading. Unless otherwise specified in Schedule I, the current version of Rand McNally TM Inc. Milemaker will be used to compute mileage.

In any case where the CONTRACTOR has secured an advance of any kind from the CARRIER, or if there shall be any other amounts due to the CARRIER from the CONTRACTOR or CONTRACTOR'S authorized agents or employees, the CARRIER shall be authorized to deduct such amounts due from the CONTRACTOR under the terms of this Contract or other amounts due as set forth in attached Schedule II, if applicable. If Contractor purchases fuel with his/her EFS card, and the price paid by Contractor is higher than amount negotiated by Carrier and fuel retailer, the remaining balance is earned and credited to the Carrier as described in section 27 of this Agreement. On final settlement following termination of this Contract, the last settlement shall be deposited into an Escrow Account and the CARRIER shall have a period of forty-five (45) days after termination of this Contract to verify the account of the CONTRACTOR as to money owed the CONTRACTOR and to make appropriate deductions before final settlement. All items provided by CARRIER to CONTRACTOR under paragraph 15 of this Contract shall be deducted from any final settlement if not returned to CARRIER within the forty-five (45) day period.

If CONTRACTOR fails to pay the amounts owed to the CARRIER when due, CONTRACTOR shall be liable for the amounts due to CARRIER plus any costs of collection including attorney fees incurred by CARRIER.

5. The CONTRACTOR recognizes that CARRIER'S business of providing motor carrier transportation services to the public is subject to regulation by the Federal government and that the form of this Contract is governed by 49 CFR part 376, and by various state and local governments. The CONTRACTOR shall have the responsibility to the CARRIER and provide verification when requested of satisfying the following regulatory requirements:

- A. Maintaining the Equipment in the state of repair required by applicable regulations;
- B. Operating the Equipment in accord with all applicable regulations;
- C. Operating the Equipment with only such drivers who have been verified by the CARRIER as being qualified under the applicable regulations; CARRIER may immediately terminate this Contract with CONTRACTOR if a violation occurs;
- D. Pursuant to prohibitions under governmental regulations, CONTRACTOR agrees not to transport or allow to be transported any unauthorized person or persons in the Equipment while in operation in the performance of this Contract. CARRIER may immediately terminate this Contract with CONTRACTOR if violation occurs;
- E. Allowing the CARRIER to fulfill all applicable regulations as required by 49 CFR Sec. 376.12(c).

In addition, as further required by 49 C.F.R. Sec. 376.12(c), CARRIER shall assume complete responsibility for ensuring compliance of the Equipment for the duration of this Contract. However, nothing herein shall vest in CARRIER any control over the Equipment or drivers beyond that which is required to comply with the aforesaid regulations. Although CARRIER is subject to such regulations in connection with CONTRACTOR'S operations conducted under CARRIER'S operating authority, CONTRACTOR represents it is familiar with such regulations, shall comply with them, and shall indemnify CARRIER for damages caused by CONTRACTOR'S violations thereof. Contractor, as an independent agent, may and can and may move freight for other entities than CARRIER. All applicable liability insurance requirements and appropriate operating authority from FMCSA will be independently acquired by CONTRACTOR at CONTRACTOR'S expense. Schedule I will be voided and CARRIER will be paid by CONTRACTOR at a rate of 40% of the gross revenue of each load within 15 days of the delivery date.

- F. Removing from CONTRACTOR'S vehicle any and all identification and documentation pertaining to CARRIER if during the term of this Agreement, CONTRACTOR using this vehicle provides service for another CARRIER. CARRIER may withhold final settlement to CONTRACTOR until CONTRACTOR has returned such identification or a written letter certifying their removal to CARRIER.

CONTRACTOR represents and warrants that the Equipment shall have a gross weight of not greater than 19,000 pounds.

- 6. CONTRACTOR agrees to operate the Equipment in a safe and prudent manner at all times in accordance with the laws of the various jurisdictions in which the Equipment will be operated and pursuant to the operating authorities of CARRIER, and in accordance with all rules related to traffic safety, highway protection and road requirements. Moreover, CONTRACTOR agrees that all drivers and/or workers employed by CONTRACTOR will comply with the terms of this Contract, including the requirement of safe operations, while operating the Equipment on behalf of CONTRACTOR.
- 7. The CONTRACTOR or its subcontractors shall determine the means and methods of the performance of all transportation services undertaken by the CONTRACTOR under the terms of this Contract. The CONTRACTOR or its subcontractors have and shall retain all responsibility including reporting and financial responsibility for:
 - A. Hiring, setting the wages, hours and working conditions and adjusting the grievances of, supervising, training, disciplining and firing all drivers, driver's helpers and other workers necessary for the performance of the CONTRACTOR'S obligations under the terms of this Contract. All drivers, driver's helpers and other workers necessary for the performance of the CONTRACTOR'S obligations under the terms of this Contract which drivers, driver's helpers and other workers are and shall remain the employees of CONTRACTOR or its subcontractors;
 - B. Maintaining in force at all times proper Workers' Compensation insurance or occupational accident insurance instead Workers' Compensation insurance coverage covering all drivers, driver's helpers and other workers used by it in the performance of this Contract;
 - C. Filing all Federal, state and local income, withholding, and employment and Federal highway use tax forms and returns and fuel tax filings, which may be required by law to file, on account of itself and all drivers, driver's helpers and other workers used by it in the performance of this Contract at the time and place which may be specified in the

applicable Federal, state and local laws, and to pay when due all taxes and contributions reported in such forms and returns.

- D. Selecting, purchasing, financing, and maintaining the Equipment;
- E. Paying all operating expenses, including but not limited to fuel, fuel taxes, highway taxes and scale tickets, motel charges and repairs and charges due to breakdown (including rental charges) to the Equipment, taxes, fines which are a result of the acts or omission of the CONTRACTOR for parking, moving or weight violations, licenses, permits, sales taxes or any other levies or assessments based upon the operating authority of CARRIER and its connecting carriers with the exception, and subject in each case only to any regulatory requirements which may be placed on CARRIER by various governmental agencies under 49 CFR Sec.376.12(3), and on the CONTRACTOR by Paragraph 6 of this Contract. CONTRACTOR shall verify that all shipments are in compliance with the size and weight laws of the states in which CONTRACTOR will travel and to notify CARRIER if the vehicle is overweight or in need of permits before commencing the haul. Except when a violation results from the acts or omissions of CONTRACTOR or its employees, CARRIER shall assume the risk and cost of fines for interstate overweight and oversize trailers when such trailers are preloaded, sealed or the load is containerized, or for improperly permitted over- dimensional and overweight loads, or the trailer or lading is otherwise outside of CONTRACTOR's control;
- F. Selecting all routes, except where special permits require governmental designated routes and/or where customer designates routes;
- G. Furnishing CARRIER with such evidence of compliance with the foregoing and CONTRACTOR further agrees to save and hold harmless the CARRIER from any claim by Drivers, Driver's helpers and other workers used by the CONTRACTOR, or by any Federal, state or local governmental agency on account of withholding and employment taxes, or any other actions arising from the CONTRACTOR'S relationship with its employees including but not limited to all expense and attorney fees incurred by CARRIER in defending such claims;
- H. Providing CARRIER with proof, as required by 49 CFR Parts 383, 391 and 392, that all of CONTRACTOR'S drivers have met the criteria of federal and state regulations dealing with driver qualifications (Proof shall be in the form of a copy of: (1) the driver's license and an abstract of violations; (2) physical examination report including Drug Test results if taken; (3) certificate of road test and written test; and (4) driver's qualification and identification certificate.) This required information shall be updated when any change occurs such as violations or loss of license subsequent to the date of this agreement;
- I. Having a mobile communication device acceptable to CARRIER installed and operating at all times while operating the Equipment under this Agreement;
- J. Exercising all diligent efforts to conduct the operations under this Agreement in such a manner as to assure continued customer satisfaction and specifically by (1) completing deliveries on time, (2) loading and unloading at times requested by the shipper, (3)

delivering at the correct location, (4) being courteous to shipper and consignee;

- K. Qualify equipment and drivers under CARRIER'S Insurer's requirements; and
- L. Keeping a certificate in permit book in CONTRACTOR'S equipment which identifies this Contract for the purpose of state or federal enforcement agencies.
- M. Contractor shall be financially responsible for all fines and penalties arising from the operation of the equipment. Contractor shall be responsible for ensuring that each load is legal from a weight and size standpoint before commencing each trip and will pay for all scales.

8. DRUG/ALCOHOL TESTING. All drivers must be subjected to all required DOT drug/alcohol testing to qualify to operate the vehicles. Testing shall include all tests required by State and Federal Rules and Regulations, i.e. random, post-accident, reasonable suspicion, pre-employment, return to duty, follow up and periodic testing. CONTRACTOR shall be responsible to assure that each driver is qualified through the DOT Drug/Alcohol Testing requirements under 49 C.F.R. Parts 40 and 382 as administered by the CARRIER. Costs for testing incurred by the CARRIER may be assessed to CONTRACTOR. Any driver who is disqualified due to failure of testing or refusal of the test is no longer qualified under paragraph 7.H. and cannot operate equipment under this Agreement.

9. THE CONTRACTOR EXPRESSLY WAIVES ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION AGAINST CARRIER AS A RESULT OF THE DEATH OR INJURY OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES OR DAMAGE TO CONTRACTOR'S EQUIPMENT OR PROPERTY IN CONNECTION WITH THE PERFORMANCE OF CONTRACTOR OR THE CONTRACT AND FURTHER AGREES TO DEFEND, HOLD CARRIER HARMLESS AND INDEMNIFY CARRIER FROM SUCH CLAIMS.

10. The CARRIER shall not assume any liability for the CONTRACTOR when not in the performance of a service for the CARRIER. The CONTRACTOR agrees, at its own expense, to keep effective during the entire term of this Contract a policy of business liability insurance which includes non-trucking liability, bobtail liability, and commuter endorsement (commuter endorsement defined as covering CONTRACTOR during trips to and from regular garaging location and CARRIER terminals), insuring CONTRACTOR as named insured and CARRIER as an additional insured against such liability in such form and amount and with such insurance companies as shall be acceptable to the CARRIER. A copy of such insurance policy shall be promptly delivered to the CARRIER by the CONTRACTOR. Any such insurance policy shall have a minimum Limit of Liability for Combined Single Limit per occurrence as concerns all Equipment here under when not used in performing a service for CARRIER under this Contract as set forth in Schedule II.

In addition to the insurance coverages required under this Agreement, it is CONTRACTOR'S responsibility to procure, carry and maintain any fire, theft, uninsured and/or underinsured motorist, and physical damage (collision), or other insurance coverage that CONTRACTOR may desire for the Equipment or for CONTRACTOR's health care or other needs. As provided in this Agreement, CONTRACTOR shall defend, hold CARRIER harmless with respect to loss of or damage to CONTRACTOR's Equipment, trailer, or other property, and CARRIER has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to CONTRACTOR's Equipment, trailer, or other property. CONTRACTOR acknowledges that CARRIER may, and CONTRACTOR hereby authorizes CARRIER to, waive and reject no-fault, uninsured, and underinsured motorist coverage from CARRIER's insurance policies to the extent allowed under Iowa law (or such other state law where the Equipment is principally garaged), and CONTRACTOR shall cooperate in the completion of all necessary

documentation for such waiver, election, or rejection:

11. Pursuant to governmental rules and regulations, the CARRIER shall maintain in force public liability, property damage and cargo insurance coverage as concerns shippers and the general public; however, the CONTRACTOR shall defend, indemnify and be liable to CARRIER for any loss or damage to third persons, or property, including any equipment of CARRIER, which results from the operations of CONTRACTOR, its agents or employees. In addition, CONTRACTOR shall be responsible and liable to CARRIER and agrees to pay for shortage of, loss of, or damage to cargo transported by CONTRACTOR in the event that such shortage, loss or damage is caused directly or indirectly by the operation of CONTRACTOR or its employees or agents. Such monies shall be deducted from any monies due CONTRACTOR under this Contract. Before deducting any amounts from CONTRACTOR's compensation under this provision, CARRIER shall provide CONTRACTOR with a written explanation and itemization of such claim. CONTRACTOR'S liability per occurrence for each type of claim arising out of accident or loss as set forth above shall not exceed the amounts set forth in Schedule II, with the exception that in the event of gross negligence or willful misconduct of the CONTRACTOR, its employees, agents, or servants, then CONTRACTOR's liability shall have no limit.

12. If CONTRACTOR purchases any insurance from or through CARRIER, the CONTRACTOR shall be provided a certificate of insurance for each such policy as required by 49 CFR Sec.376.12(f)(2). In addition, CARRIER shall provide CONTRACTOR with a copy of the applicable insurance policy upon CONTRACTOR's request. CONTRACTOR recognizes and agrees that CARRIER is not in the business of selling insurance, and any insurance coverage obtained through CARRIER is subject to all of the terms, conditions and exclusions of the actual policy issued by the insurance underwriter selected by CONTRACTOR. In the event that the insurance to CONTRACTOR shall change or vary after the execution of this Contract, CARRIER shall advise CONTRACTOR of such change in writing and CONTRACTOR's failure to object or terminate the coverage being provided through CARRIER shall constitute an express consent and authorization to CARRIER to deduct the revised amount from CONTRACTOR's compensation.

13. To insure compliance with governmental rules and regulations, the CONTRACTOR shall immediately report any and all accidents to CARRIER irrespective of the amount of apparent damage caused by said accident. The CONTRACTOR further agrees to complete, or have completed, a written report on any and all accidents on such form as provided by CARRIER or the insurer of CARRIER. CONTRACTOR and its employees shall cooperate fully with CARRIER with respect to any legal action, regulatory hearing or other similar proceeding arising from the operation of the equipment, the relationship created by this Contract, or the services performed hereunder. CONTRACTOR shall, upon CARRIER's request and at CONTRACTOR's sole expense, provide written reports or affidavits, attend hearings and trials, and assist in securing evidence or obtaining the attendance of witnesses. CONTRACTOR shall provide CARRIER with any assistance as may be necessary for CARRIER or CARRIER's representatives or insurers to investigate, settle or litigate any accident, claim or potential claim by or against CARRIER.

14. If any trailers or other property is furnished by the CARRIER to the CONTRACTOR for use in the performance of this Contract, the CONTRACTOR shall return such property to the CARRIER in the same condition as when received by the CONTRACTOR, reasonable wear and tear excepted. If CONTRACTOR fails to return such property, CONTRACTOR shall be liable for its replacement cost of property. In the event CONTRACTOR for any reason fails to return CARRIER's property upon CARRIER's request or upon termination of this Contract, CONTRACTOR agrees to reimburse CARRIER for all reasonable expenses incurred by CARRIER in recovering the property including but not limited to attorney fees. CONTRACTOR agrees that in the event it is necessary for CARRIER to enter upon private property or remove private property in order to recover its property from CONTRACTOR, CONTRACTOR does hereby irrevocably grant CARRIER or its duly authorized agents, permission to do so and further agrees to save and hold harmless CARRIER, or its duly authorized agents, from any form of liability whatsoever in connection with such repossession. CONTRACTOR agrees and warrants that any trailer or property provided for use by CARRIER will be used by CONTRACTOR and its employees only to transport shipments tendered to CONTRACTOR by CARRIER. CONTRACTOR is not required to

purchase or rent any products, equipment, or services from CARRIER as a condition of entering into this Contract. In the event CONTRACTOR elects to purchase or rent equipment, products or services from CARRIER or from any third party, for which the purchase or rental contract gives CARRIER the right to make deductions from CONTRACTOR's settlement, the parties agree to incorporate each such contract into this Agreement as a separate addendum.

15. CARRIER agrees to furnish identification for the Equipment. CONTRACTOR agrees to permit CARRIER to identify the Equipment and display such identification thereon in the manner required by all applicable laws or regulations.

Immediately upon the cancellation or termination of this Contract by either party, CONTRACTOR shall remove from said Equipment all signs or other identification referring to CARRIER and shall also immediately surrender to CARRIER all shipping documents, licenses, plates, permits, stickers, operating authorities, equipment and any and all other materials and things furnished or rented to CONTRACTOR by CARRIER or issued in CARRIER'S name.

CONTRACTOR shall permit and allow CARRIER to display such advertising as may be desired or directed by CARRIER in the performance of CONTRACTOR'S function and operation. Removal of all such advertising shall be by and at the expense of CARRIER at the termination of this Agreement.

16. If for any reason, CONTRACTOR shall fail to complete transportation of commodities in transit, or abandons a shipment or otherwise subjects CARRIER to liabilities to shippers or governmental agencies on account of the acts or omissions of CONTRACTOR en route, CONTRACTOR expressly agrees that CARRIER shall have the right to complete performance using the same or other Equipment, and hold CONTRACTOR liable for the cost thereof and for any other damages. CONTRACTOR hereby waives any defense against CARRIER for such action and agrees to reimburse CARRIER for any costs and expenses arising out of such completion or such trip, and to pay Carrier any damages for which CARRIER may be liable to shipper arising out of such breach of contract by CONTRACTOR.

17. Payments made beyond those set forth in Schedule I shall be determined on a case by case basis. Any payments made by the CARRIER to the CONTRACTOR for services and equipment beyond the payment schedule set forth in Schedule 1 shall not be construed to create any additional liabilities by the Carrier for similar services or equipment provided by the CONTRACTOR at a different time either previous to or subsequent to the service or equipment provide wherein payment was made. Carrier shall not be responsible to compensate or reimburse Contractor for detention, layover or other assessorial services other than specifically provided herein.

18. In the event either party commits a material breach of any term on this Contract, the other party shall have the right to terminate this Contract immediately and hold the party committing the breach liable for damages, costs and attorney fees.

19. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

20. Neither of the parties herein are considered an agent of the other, and neither party has the right to bind the other by contract (oral or written, expressed or implied) or otherwise, except as herein specifically provided.

21. The failure or refusal of either party to insist upon the strict performance of any provision of this Contract or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a customary practice contrary to such provision or right.

22. If the shipper or consignee does not assume loading and unloading responsibilities, CONTRACTOR shall be responsible for the loading or unloading of property transported on behalf of CARRIER at CONTRACTOR's expense.

23. CONTRACTOR hereby recognizes and acknowledges that any list of CARRIER's customers, as it may exist now or in the future, is a valuable, special, and unique asset of the business of CARRIER. CONTRACTOR agrees, during and after the term of this Contract, not to disclose the list of CARRIER's customers or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without CARRIER's prior written consent. CONTRACTOR agrees to preserve as "Confidential Matters" all trade secrets, know-how, and information relating to CARRIER's business, forms, processes, developments, sales and promotional systems, prices, and operations, which information may be obtained from tariffs, contracts, freight bills, letters, reports, disclosures, reproductions, books, records, other contractors, or other sources of any kind resulting from this Contract. CONTRACTOR agrees to regard such Confidential Matters as the sole property of CARRIER and shall not publish, disclose, or disseminate the same to others without the written consent of CARRIER. In the event of any breach or threatened breach by CONTRACTOR of the provisions of this paragraph, CARRIER shall be entitled to an injunction, without necessity of posting bond, restraining CONTRACTOR from disclosing, in whole or in part, the list of CARRIER's customers and all other Confidential Matters. Nothing hereunder shall be construed as prohibiting CARRIER from pursuing any remedies available to CARRIER at law or in equity for such breach, including the recovery of monetary damages from CONTRACTOR.

24. Any dispute arising out of or relating to the terms or implementation of this Agreement, including any allegation of breach thereof or of violations of 49 C.F.R. Part 376 or other federal, state, or local statutory, regulatory, or common law, shall be fully and finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). A demand for arbitration shall be filed with the AAA's office located in or closest to CARRIER's principal place of business, and the arbitration shall be held in Tennessee, or as otherwise agreed to between the parties. The demand shall be filed no later than one (1) year after the dispute arises or the claim occurs. Failure to file the demand within the one year period shall be deemed a full waiver of the claim. The parties agree that no consolidated or class arbitration shall be conducted. If a court or arbitrator decides for any reason not to enforce this ban on consolidated or class arbitration, the parties agree that this Section 24, in its entirety, shall be null and void, and any disputes between the parties shall be resolved by court action in the State of Tennessee, not arbitration. Both parties agree to be fully and finally bound by the arbitration award, and, where allowed by law, a judgment may be entered on the award in any court having jurisdiction thereof. The parties shall share any AAA or arbitrator fees and expenses equally, but shall otherwise be responsible for their own respective arbitration expenses, including attorneys' fees, unless attorneys' fees are otherwise provided for in this Agreement. This Agreement shall be deemed to have been drafted in accordance with the laws of the United States and of the State of Tennessee and, in the event of any disagreement or litigation, the laws of the United States and of such State shall apply. Notwithstanding the mandatory arbitration provision above, CARRIER may, at its sole discretion, pursue a civil lawsuit against CONTRACTOR and Contractor consents to jurisdiction in any court of competent jurisdiction in the state of Tennessee in order: (1) to recover any property or equipment belonging to CARRIER or its customer seeking injunctive relief, without necessity of posting bond, and to seek damages related to CONTRACTOR's failure to timely return such property or equipment; (2) to recover any advances, or other sums due from Contractor as described in paragraph 4 of this agreement, of any kind from the CARRIER; and (3) to recover its attorney's fees, costs and expenses incurred in such civil lawsuit whether outside counsel or in-house counsel is used.

25. This Contract shall continue in effect from the day and date first above written until date of termination on and during that time may be terminated by either party by giving ten (10) days written notice from date of mailing to last known address of other party.

26 Notices shall be effective if in writing and sent by Registered or Certified Mail, telegram or cable addressed to the other party at the address stated in this agreement or as changed by written notice.

27. Fuel Discounts; CONTRACTOR is not required to use the EFS card to purchase fuel. CONTRACTOR may however take advantage of CARRIER's fuel network and receive a discount off the retail price of 10 cents per gallon at Pilot and Flying J. CONTRACTOR will not receive the benefit of any additional discounts or rebates CARRIER may receive. Contractor understands and accepts that if additional rebates and/or discounts are supplied by retailer, they will be considered earnings of the Carrier and will not be credited back to Contractor. As an Independent Contractor, Contractor shall purchase fuel in whatever manner, quantity, or payment method deemed to be the best for CONTRACTOR'S individual business. If EFS card services are not used, fuel receipts will have to be Transflowed in per load for fuel tax accounting.
28. In the event a settlement dispute arises, Contractor acknowledges and agrees that if contractor does not object in writing to a specific settlement within (15) days from the date Carrier issues the settlement, the settlement shall be final. Contractor shall not make any claim or bring cause of action against Carrier relating to the payments and/or deductions reflected therein.

2/12/2016

IN WITNESS WHEREOF, the parties have executed this Contract _____.

and said Contract shall be considered binding upon both parties and shall remain in full force and effect unless and until canceled according to the terms of the Contract.

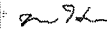
CARRIER:

Western Express, Inc.

7135 Centennial Place

Nashville, TN 37209

CONTRACTOR DocuSigned by:



1371013796610479

address

523 carr street

Augusta, Georgia 30904

ADDENDUM I

CERTIFICATE OF EQUIPMENT

UNIT# 4352

This is to certify that the following described equipment:

TRACTOR: MAKE: International YEAR: 2016 MODEL: Prostar

VIN 3HSDJ5NR5GN223287

Operated by: Contractor on Lease Agreement

is being operated in the service of CARRIER under this Contract dated 2/12/2016 for a period of time beginning this date and continuing thereafter until said Contract shall be completed or canceled.

The original of the Contract of 2/12/2016, is kept at the office of the CARRIER. Dated 2/12/2016.

CARRIER:

CONTRACTOR:

Western Express, Inc.

DocuSigned by:

David McBride

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DocuSigned by:

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ADDENDUM II

EQUIPMENT TO BE PROVIDED BY CONTRACTOR

	NO.	MAKE	YEAR	SERIAL NO.
TRACTOR(S):	4352	International	2016	3HSDJ5NR5GN223287

ACCESSORIAL EQUIPMENT: QualComm Unit

EXHIBIT A-1 RECEIPT FOR EQUIPMENT BY CARRIER

Western Express, Inc., CARRIER, hereby acknowledges receipt of the equipment under
Lease described above on this 2/12/2016, in the City of: Nashville, State of
Tennessee. DocuSigned by: _____

DocuSigned by:

2nd 9th

FB710137BA9L3479

CARRIER

EXHIBIT A-2 RECEIPT FOR EQUIPMENT BY CONTRACTOR

CONTRACTOR, hereby acknowledges return of equipment described above on
2/12/2016 in the City of, **Nashville** State of **Tennessee**.

DocuSigned by:

David McBride


CONTRACTOR

SCHEDULE I
CONTRACTOR'S COMPENSATION

In accordance with paragraph 2 of the Contract hauling Agreement dated 2/12/2016
CARRIER and CONTRACTOR agree CONTRACTOR shall be paid on point to point rates calculated by
Rand McNally *TM* Inc. Milemaker

0 — 200 Miles	\$2.50 per mile
201 — 400 Miles	\$1.15 per mile
401+ Miles	\$ 0.95 per mile

Accessorial charges paid by the customer for specific services shall be passed on to CONTRACTOR
at an average rate paid to CARRIER. Such charges are limited to fuel surcharge, tarp fees, additional
stop offs and loading and unloading charges. Additional services may be paid to Contractor on a case
by case basis at the sole discretion of the carrier.

DocuSigned by:

FEB 10 15 26 AM CDT
CONTRACTOR
DocuSigned by:
David McBride
CARRIER

SCHEDULE II

CARRIERS AUTHORIZED DEDUCTIONS

1. CARRIER shall have authority to deduct from settlement with CONTRACTOR, or have the right to offset with respect to any funds held by CARRIER, the following items:
- A. Any advance or loans of any kind made by CARRIER to CONTRACTOR, CONTRACTORS drivers or agents and as agreed on attached Selection form Listing.
 - B. Any amount due CARRIER by CONTRACTOR by reason of CONTRACTOR'S failure to make proper collection on C.O.D. or collect shipments.
 - C. Minimum Limit of Liability for Combined Single Limit under paragraph 10 of \$1,000,000.
 - D. Payments for any loss or damage to third persons as provided for in paragraph 11 of this Contract up to \$5,000.
 - E. Payments for any loss or damage to property as provided for in paragraph 11 of this Contract up to \$5,000 per incident.
 - F. Payments for damage to or loss of cargo as provided for in paragraph 11 of this Contract up to \$5,000 per incident.
 - G. Payment for losses or costs incurred by CARRIER as a result of loss of or damage to its equipment as provided for in paragraph 11 of this Contract up to \$5,000.
 - H. Fines or other charges as posted at the terminals for violations of log reports or mileage reports.
 - I. Unless CONTRACTOR provides items listed below, CARRIER may initially pay for and later charge back to the CONTRACTOR and/or deduct from the CONTRACTOR'S settlement, and/or reserve funds immediately at time of settlement, any of the following: license registration fees, mud flaps, flags, fuses, reflectors, lights, light bulbs, citations, repairs, cash advances, cargo claims, accident claims, mileage and/or fuel taxes, insurance, tires, telephone, towing charges, and any other repairs or equipment for CONTRACTOR'S equipment.
 - J. Trailer Relocation Fee of \$2500.00 if equipment is not returned to WESTERN per section 29 of the Contract Hauling Agreement.

- K. CONTRACTOR shall pay all fuel taxes, road taxes and mileage taxes incurred by operation of the Equipment. CARRIER shall file all road tax mileage tax and fuel tax returns required on behalf of CONTRACTOR and CARRIER, pursuant to governmental regulations. Any additional liability for such taxes will be charged back to CONTRACTOR on a quarterly basis. Any refunds shall be the property of the CARRIER.
- L. CARRIER shall deduct advances and fuel purchases made by Contractor utilizing Carrier's EFS card. Any fuel purchases made by Contractor with additional discounts beyond those to CONTRACTOR in paragraphs 4 and 27 of this Contract Hauling Agreement will revert back to CARRIER.
- M. When CONTRACTOR is in service of CARRIER, CONTRACTOR shall maintain insurance acceptable to CARRIER at CONTRACTOR's expense outlined in Paragraph 10 of the Contract Hauling Agreement. CONTRACTOR may elect to purchase required insurance independently or through CARRIER. If CONTRACTOR accepts premiums and service fees for required insurances through CARRIER, CONTRACTOR agrees and authorizes to have premiums and service fees charged back to CONTRACTOR's settlements.

2 DEPOSIT ACCOUNT

- A. Security Deposit Account - Carrier is authorized to establish a Security Deposit Account from the CONTRACTORS settlements to be used to help satisfy a down payment of \$5,000.00 due to CARRIER under this Contract. The Security Deposit Account shall have a required balance per vehicle of \$5,000. CARRIER shall make a deduction of two (2) cents per mile to establish the \$5,000 balance.

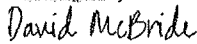
At the end of each quarter, a complete accounting of the Security Deposit Account shall be mailed to the CONTRACTOR. CARRIER shall pay interest on the account balance at the rate of the current 91 day U.S. Treasury bill as of the last banking day of each month. Should there be a deficit in the above account, CONTRACTOR shall be charged the same rate as stated above on that deficit balance. To have any remaining balance of the escrow fund returned following termination of the Contract, CONTRACTOR must first return to CARRIER all of CARRIER's identification devices (provided that if the identification device has been lost or stolen, a written notice certifying its removal will satisfy this requirement) to CARRIER. At the time of the return of any remaining balance in the Deposit Account, CARRIER may deduct monies for all expenses incurred by CARRIER that are CONTRACTOR's responsibility under the Contract. All remaining escrow funds in excess of the \$5,000.00 deposit account, less any final deductions, shall be returned to CONTRACTOR no later than forty-five (45) days from the date of termination

of the Contract
 DocuSigned by:
 David McBride
 5D128AF6C103192
 CARRIER

DocuSigned by:
 [Signature]
 5D128AF6C103192
 CONTRACTOR

- B Maintenance Reserve Account - CARRIER is authorized to establish a Maintenance Reserve Account from CONTRACTOR'S settlements to be used by the CONTRACTOR at his/her discretion. CARRIER shall make a deduction on a basis designated by the CONTRACTOR. CARRIER shall have authority to deduct from settlement with CONTRACTOR seven (7) cents per mile. CONTRACTOR desires to maintain a balance of \$10,000.00 in the Maintenance Reserve Account and authorizes CARRIER to make deductions from the CONTRACTOR'S settlements as scheduled to maintain this balance. Minimum withdrawal from the account will be \$250. Please note that the weekly deposits into a Maintenance Reserve Account are a completely voluntary option for the CONTRACTOR. It is not mandatory to make weekly deposits in escrow if \$10,000.00 is deposited into a maintenance account for the purpose of maintaining the equipment.

CARRIER shall pay interest on the account balance at the rate of the current 91 day U.S. Treasury bill as of the last banking day of each month. Should there be a deficit in the above account, CONTRACTOR shall be charged the same rate as stated above on that deficit balance. To have any remaining balance of the escrow fund returned following termination of the Contract, CONTRACTOR must first return to CARRIER all of CARRIER's identification devices (provided that if the identification device has been lost or stolen, a written notice certifying its removal will satisfy this requirement) to CARRIER. At the time of the return of any remaining balance in the escrow fund, CARRIER may deduct monies for all expenses incurred by CARRIER that are CONTRACTOR's responsibility under the Contract. All remaining escrow funds, less any final deductions, shall be returned to CONTRACTOR no later than forty-five (45) days from the termination date of the Contract.

DocuSigned by:

 CARRIER


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 CONTRACTOR

EXHIBIT A
EQUIPMENT

one Tractor,

MAKE:
International
YEAR: 2016
VIN 3HSDJSNR5GN223287
COLOR: White

EQUIPMENT LEASE

LESSOR:

NEW HORIZONS LEASING, INC.
7135 Centennial PL
Nashville, TN 37209

LESSEE:

DocuSigned by:



FD/101375A60479

TERMS AND PROVISIONS OF LEASE

LEASE: The above named lessor ("Lessor") hereby leases to the above named Lessee, meaning all lessees 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 in Schedule A ("Term"), the personal property described in Schedule A 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").

2. TERM AND RENTALS: This Lease is for the Term beginning on the commencement date specified in Schedule A. For the Term or any portion thereof, Lessee agrees to pay to Lessor aggregate rentals equal to the sum of all rental payments (including security deposit) specified in Schedule A ("Rental Payments") in accordance with the payment schedule specified in Schedule A.
3. CAPITAL REDUCTION PAYMENT: At the inception of this Lease, any Capital Reduction Payment shall reduce the amortized lease payments otherwise required over the term of this Lease. Such Capital Reduction Payment shall not affect the residual fair market value as set forth in Schedule A. Such reduced payments are those reflected in Schedule A.
4. EXCESS MILEAGE CHARGE: N/A
5. 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.
6. 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.
7. 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 and 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Rental

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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.

8. 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 other purposes. 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 to Lessor 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 according to the attached Maintenance Schedule identified as Exhibit A; and (e) to furnish Lessor promptly with such financial statements and other information as Lessor may reasonably request from time to time.

9. MAINTENANCE RESERVE ACCOUNT: To insure compliance with the above paragraph Lessee agrees to deposit such amounts per month as set forth in Schedule "A" into a Maintenance Reserve Account to be held by Lessor in escrow. Payments from this account shall be made for all maintenance work of \$250 or more billed through vendors pre-approved by Lessor to insure maintenance and repair work performed is done to manufacturer specifications. This procedure shall also insure complete recordkeeping for compliance with safety recordkeeping for governmental agencies. At the termination of the Lease, if all payments due under this Lease have been paid to Lessor, following inspection of the equipment, Lessor shall have the right to repair the equipment to its original condition, reasonable wear and tear accepted, with the balance of the Maintenance Reserve Account, if any, to be refunded to the Lessee. If the Lessee terminates this Lease prior to the complete performance of Lessee's obligations under this Lease, Lessee shall return any unused balance in this account.

Lessor shall pay interest on the account balance at the rate of the current 91-day T-Bill as of the last banking day of each month. At the end of each quarter, a complete accounting of the account shall be mailed to the Lessee.

10. LOSS OR DESTRUCTION OF EQUIPMENT: On or after the Effective Date, Lessee shall bear all risk of loss or 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

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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 obligation under this paragraph. Lessor is not obligated to undertake any action against any third party 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.

11. TERMINATION VALUE: N/A
12. 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 an amount of at least equal to the Termination Value 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.
13. TAXES: On or 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 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.

Lessee agrees that Lessor is entitled to and shall have the right to claim the following tax benefits (the "Tax Benefits") with respect to the Equipment or any item thereof; (1) the investment tax credit (the "Investment Tax Credit") pursuant to Section 38 of the Internal Revenue Code of 1954, as amended, (the "Code") entirely in the taxable year in which the Equipment is accepted under said Lease in an amount equal to the percentage of the cost of the Equipment to Lessor specified in Exhibit A of said Lease (unless Lessor has agreed in writing to pass the right to claim such Investment Tax Credit to Lessee), (ii) Modified Accelerated Cost Recovery System ("MACRS"), or as amended in the Code, deductions pursuant to Section 168 of the Code with respect to the Equipment in amounts based upon a tax basis equal to the actual cost of the Equipment to Lessor and on the appropriate recovery class, with deductions allowable in the percentages of such cost specified in Section 168 of the Code.

Initials

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14. LESSORS TITLE, STORAGE, AND IDENTIFICATION OF EQUIPMENT: Title to the Equipment will be all times remain in Lessor and Lessee will at all times, at its own costs 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, and reflected on Exhibit B, "Vehicle Condition Upon Surrender", reasonable wear and tear resulting from use thereof alone excepted.
15. 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) 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.

In any event, Lessee shall not sublet the Equipment leased hereunder nor assign or transfer this Lease in any manner without the prior written permission of the Lessor. In the event that the Lessor shall grant Lessee permission to sublet any Equipment Lease hereunder, Lessee shall not be relieved of any responsibility for the said Equipment as provided under this Agreement ~~or~~ Lessee's covenants hereunder.

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16. 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 attorney's fees), penalty or other liability incurred by Lessor in such performance shall be payable by Lessee upon demand as additional rent for the Equipment.
17. RIGHT OF LESSOR FOR OFFSET: Any amounts owed by Lessee at the time of termination of this Agreement for whatever reason, may be offset by Lessor against any amounts held in escrow or reserve by Lessor.
18. EVENTS OF DEFAULT: An event of default shall occur if (a) any Rental Payment or any other amount owed by Lessee to 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 affiliate 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; or (g) a trustee or receiver is appointed for Lessee or for any substantial receiver that is appointed for Lessee or for any substantial part of its property; (h) Lessor requests an inspection of tractor via Qualcomm and no response is given by Lessee within 48 hours by written notice; (i) Lessee carries a negative settlement balance with Lessor for more than 10 days.
19. REMEDIES: 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 premise 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 Lessee requests its return.

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 attorney's fees (20% of all sums then owing hereunder if permitted by law) 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,

initiate 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), or (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). Lessor, at its option, may select any 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 proceedings 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 release, 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.

20. EXPENSES: Lessee agrees to pay all expenses incurred by Lessor in enforcing its rights after the occurrence of any event of default hereunder, including the reasonable fees of any attorneys retained by Lessor (minimum of 20% of all sums then owing hereunder whether outside counsel or in-house counsel is utilized).
21. Lessor (which term as used herein includes Lessor's successors, assigns, agent 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.

22. 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.

23. SECURITY DEPOSIT: A Security Deposit at the amount set forth in Schedule A shall be established (the "Security Deposit"). The Security Deposit shall be held as security payment for the benefit of Lessor. Lessee understands and agrees that this is "non-refundable" if the conditions and terms of the Lease are not completed by the Lessee. If the terms and conditions of the Lease are completed AND the final lease payment is made, the Security Deposit will be placed against the remaining balance of the purchase terms of this Agreement.

Lessee further agrees to indemnify and/or pay Lessor such balance of Lessee's obligation immediately upon demand. Upon full compliance all terms of this Agreement, the balance remaining in the Fund, if any, at the option of Lessee shall be applied toward payment of the option purchase price of the equipment (as set forth in paragraph 20 below).

As additional security for this Agreement the Lessee will pledge a contract with the Carrier reflected on Schedule "A" to secure Lease payments to the Lessor. In addition, the Lessee agrees to authorize the Carrier to deduct and pay Lessor any amounts due Lessor from any contract between Lessee and the Carrier, in the form attached hereto as Exhibit 1.

At the end of each quarter, a complete accounting of the Security Deposit Account shall be mailed to the Lessee. Lessor shall pay interest on the account balance at the rate of the current 91-day T-Bill rate as of the last day of each month.

24. OPTION TO PURCHASE: Lessee shall have the right to elect to purchase the Leased Equipment identified in Schedule A at the amount therein specified which said amount is the reasonable value of said Equipment at the end of this lease. If Lessee fails to have all payments required under this Lease paid in full at the end of this Lease. Lessee shall forfeit Lessee's Option To Purchase said Equipment. To exercise Option To Purchase Lessee must provide written notice to Lessor 30 days to 60 days prior to the expiration of the Lease.
25. SEVERABILITY: Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof
26. AUTHORITY: The undersigned officers, partners, or agents of the parties represent that they have, by their agreements with their corporations or companies, authority to bind the corporation, partnership, or company, as the case maybe. All parties represent that they have no acknowledgment of any case filed or contemplated to be filed by or against them for incompetence, Chapter 7, Chapter 11, Chapter 12, or Chapter 13 of the United States Bankruptcy

Initials 

Code, Title 11. No party is aware of any legal reason why this contract should not be signed or could not be carried out,

27. STATE LAW: The parties agree that the laws of the State of Tennessee shall control this contract and any disagreements between the parties.
28. 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.
29. If CONTRACTOR does not return the tractor to NASHVILLE, TENNESSEE it will be considered ABANDONED. CONTRACTOR acknowledges and accepts these terms as a Contractual certainty. If tractor is not returned to Nashville, Tennessee CONTRACTOR agrees and authorizes any monies held in escrow or Security Deposit shall be used and / or assessed for its return, and with up to an additional 20% fee for expenses. Money owed by Lessee to Lessor will continue to accrue for not more than 45 days if equipment is not returned to Nashville, Tennessee. If monies owed by CONTRACTOR exceed the amount required for the safe return of the equipment, CONTRACTOR agrees and authorizes a lien on CONTRACTOR's personal assets which assets CONTRACTOR agrees may be sold at public or private sale and proceeds applied to amount owed CARRIER.

The undersigned hereby agree to all the terms and provisions set forth in this Lease.

Dated: 2/12/2016

Accepted on: 2/12/2016

LESSEE:

print:

John Elmy

DocuSigned by:

John Elmy

EB7101378A0D178

(Date)

LESSOR:

By:

DocuSigned by:

Erik Morrison

(Authorized Representative)

Title: Lessee

Title: VP Lease Purchase

(If corporation, have signed by authorized officer and give corporate title. If partnership, a general partner must sign. If owner or partner, state which.)

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EXHIBIT B

Vehicle Condition Upon Surrender

1. Tires will be at the same level or more tread depth remaining on each tire as when originally leased,
2. Cab and sheet metal are to be free of damage,
3. No cracked windshields or shattered or broken side glass.
4. No cracked frames or cross members.
5. Brake lining will be at the same level as when originally leased or better at each wheel end with no cracked brake drums.
6. Batteries will be in good charged condition. NO dead cells or cracked casings.
7. All gauges, instruments, radios, interior lights, etc. will be in working order,
8. Interiors will be free of any damage, burns, or tears on seats, ceilings, door pads, etc. Any holes or tears will be repaired.
9. Tractors will be turned in with all original equipment per original specification sheet.
10. Engines and drive train will be in sound condition. No dead cylinders, no cracked or patched cylinder heads or blocks. No cracked drive train housings or oil leaks. No slipping or grabbing clutches,
11. Truck must be completely deidentified and clean on exterior and interior.
12. Truck will be turned in at the Nashville, TN terminal, unless directed otherwise by Lessor.

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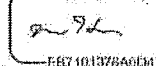
EXHIBIT 1
TO LEASE PAYMENT SCHEDULE
DIRECT PAY AUTHORIZATION

I, ("Contractor") hereby authorize Western Express, Inc. ("Carrier") to take deductions from compensation due under my Contract Hauling Agreement and pay on my behalf to New Horizons Leasing, Inc. ("Lessor") the sum of \$673.08 per week beginning 3/11/16 for the equipment lease payment plus any additional charges per week due Lessor pursuant to the terms of the Equipment Lease entered into on 2/12/2016. A copy of said lease is attached hereto as Exhibit A. Lessee understands and acknowledges, with signature below, that the Termination of Lease by either party will make all payments due as of the original date the lease was executed. Delayed payments hereof shall be due upon cancellation or termination and shall be charged and deducted from Lessee's final statement.

(Signature)

Date

DocuSigned by:


F67101378A9E1479

2/12/2016


initials

DS



Roadside Driver Vehicle Inspection and Compliance

All Contractors are subject to DOT Roadside Vehicle Inspections. Western Express is responsible for acknowledging these reports within fifteen (15) days following the date of inspection. Western Express and Contractor are responsible for verifying that any malfunctions, defects or necessary repairs are made and complete before putting your tractor back into service.

1. Must Immediately notify Western Express of any roadside inspections
2. Send In any violations or citations received
3. Have proof of mechanical malfunction or defect repairs
4. Send Western Express the Vehicle Inspection Report
5. Western Express has the right to inspect and determine Independently lithe repairs made or adjustments meet the requirements of Western Express and the DOT
6. Failure to comply with any or all of these rules can result in the immediate cancelation of your contract.

DocuSigned by:

F0710137A8D479...
Contractor Signature

2/12/2016
Date

DocuSigned by:

5E438AEE6C158465...
Western Express Representative

2/12/2016
Date

SCHEDULE A

LEASE PAYMENT SCHEDULE

DESCRIBE EQUIPMENT fully, including year, make, kind of unit, model and serial numbers and any other pertinent information.

Unit: International Prostar

2016 year model

Serial: 3HSDJSNR5GN223287

LOCATION OF EQUIPMENT:

7135 Centennial Place
Nashville, TN 37209

LESSEE:

DocuSigned by:

[Signature]
[Stamp]
[Stamp]

LESSOR:

NEW HORIZONS LEASING

7135 Centennial Place

Nashville, TN 37209

By: [Signature]
ITS: VP Lease Purchase

- A. Term 208 WEEKS 2/12/2016
- B. COMMENCEMENT DATE: _____
- C. NUMBER OF RENTAL PAYMENTS: 208
PAYMENTS OF \$673.08 EACH;
PLUS SALES TAX \$NONE
TOTAL PAYMENT \$673.08 / WEEK BEGINNING 3/11/16
- D. SECURITY DEPOSIT:
WEEKLY DEPOSIT DEDUCTION: \$0.02
MAXIMUM BALANCE REQUIRED: \$5,000.00
- E. PAYMENT SCHEDULE: THE SECURITY DEPOSIT IS PAYABLE UPON DELIVERY OF THE LEASE APPLICATION TO LESSOR. THE REMAINING RENTAL PAYMENTS ARE PAYABLE ON FRIDAY OF EACH WEEK THEREAFTER FOR 208 WEEKS.
- F. CAPITAL REDUCTION PAYMENT: N.A.
- G. CARRIER NAME AND ADDRESS: WESTERN EXPRESS, INC 7135 CENTENNIAL PLACE, NASHVILLE, TN 37209
- H. LEASE PRICE - \$140,000.00
- I. STATED MARKET VALUE AT END OF LEASE: - \$35,000.00
- J. MAINTENANCE RESERVE ACCOUNT:
WEEKLY MAINTENANCE DEDUCTION: \$0.07
MAXIMUM BALANCE REQUIRED \$10,000.00
(unless established by Contract Hauling Agreement with Western Express, Inc.)
- K. EXCESS MILEAGE CHARGE: N.A.
- L. ANY PAYMENT DEFERRAL FOR ANY REASON IS NOT A FORGIVENESS OF THAT BUT AN ADDITION OF THAT PAYMENT SAME AMOUNT TO THE END OF THE PAYMENT SCHEDULE.

Initial [Signature]

International Prostar 2016 Tractor Package Breakdown

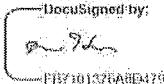
Tractor Base	<u>\$140,000</u>
Term of Payments	<u>208 lease payments / 52 purchase</u>
Weekly Tractor Payment	\$673.08
Trailer	Included
Permits	Included
Plates	\$31.00
Federal Highway Use Tax	\$11.00
EZ PASS	Included
Qualcomm Usage Fee	\$15.00
Direct Television	\$15.00 YES / NO
Fuel Tax	\$37.00
Physical Damage/NT/OCAC	<u>\$153.23*</u>
Total Fixed Charges:	\$920.31* (With Direct TV \$935.31)

*based upon insurance quote given to Contractor on contract date, but subject to change without notice if insurance premium changes.

Initials

Maintenance Escrow	Option 1: Auto Deduction of .07 cpm	<u>X</u>
	Option 2: Auto Deduction of .09 cpm	<u> </u>
Security Deposit	Option 1: Auto Deduction of .02 cpm	<u>X</u>
	Option 2 Auto Deduction of .04 cpm	<u> </u>
Flatbed ONLY	Flatbed Equipment Rental of .02 cpm	<u> </u>

Contractor hereby requests and authorizes Western Express, Inc. to deduct and assign the following amounts of money to the accounts indicated above. Deductions will be taken out by the day or by the mile as described above. Western Express, Inc. has the right to withhold monies due Contractor when they become available at a later date to cover unsatisfied scheduled deduction requests.

 DocuSigned by: [Signature] FEB10 12:26 AM '16	2/12/2016	4352
Contractor Signature	Date	Tractor Number