

MAVERICK LEASING, LLC EQUIPMENT LEASE AGREEMENT

In consideration of the mutual promises herein and pursuant to the federal leasing regulations (49 C.F.R. Part 376), Maverick Leasing, LLC ("LESSOR") and Dorian L. West ("LESSEE") enter into this Equipment Lease Agreement, including attached Schedules ("Agreement") as follows:

1. **EQUIPMENT TERM AND CHARGES.** LESSOR shall lease to LESSEE the equipment described on Schedule A (the "Equipment") for the period of time indicated thereon and LESSEE agrees to pay the weekly and other rental amounts indicated on Schedule A including interest at 0.896% per month (10.75% annually), or currently permitted lawful rate if less, on any amount due in excess of thirty days. LESSEE agrees to authorize and require, through LESSEE's written independent contractor operating agreement ("ICOA") with a motor carrier ("Carrier"), that Carrier deduct from, LESSEE's contract settlements or escrow fund, and remit directly to LESSOR electronically, all Equipment rent payments, Reserve Account deposits, and other amounts LESSEE owes LESSOR under this Agreement (together, "Overall Lease Payment") during its term, provided that LESSEE's obligation to pay LESSOR amounts due under this Agreement shall not be limited by the compensation amounts available at any given time for distribution to LESSOR under LESSEE's ICOA. LESSEE shall supply LESSOR with a copy of LESSEE's ICOA (including all addendums and other attachments) immediately upon its signing by all parties. LESSOR shall provide monthly statements to LESSEE of all rent and other amounts paid by LESSEE to LESSOR through deductions from carrier settlements or directly.

2. LESSEE'S RESPONSIBILITIES.

2(a). **Maintenance and Repairs.** LESSEE shall be responsible for all expenses relating to regular maintenance of engine, drive-train, axles, brakes, and all other electrical and mechanical systems (including complying with the Preventive Maintenance Schedule set forth in Schedule F), repairs of damage to the Equipment necessary to its continued safe and efficient operation, expenses necessary to make the Equipment conform to any federal, state, or municipal requirements, and all lubricants, tires, rims, parts, and supplies involved in such maintenance and repairs. All such expenses shall be approved by LESSOR before the work is performed. LESSEE, at his/her expense, shall preserve the Equipment in as good working order and condition as when delivered to LESSEE hereunder, as measured by the Minimum Guidelines for Condition of Equipment set forth in Schedule B, excepting only reasonable wear and tear from normal use, including that LESSEE shall cause the Equipment that has been damaged, but not irreparably, to be promptly repaired and restored to at least the conditions required by the Guidelines in Schedule B. All Equipment repairs and maintenance shall be performed at facilities designated or approved by LESSOR and in compliance with the Preventive Maintenance Schedule set forth in Schedule F. LESSEE shall supply LESSOR promptly upon request with all invoices, purchase orders, and similar documents evidencing compliance with these maintenance requirements. If LESSOR reasonably determines that required maintenance and repairs are not being done, LESSOR may have such maintenance and repair work done at a shop LESSOR selects and charges such costs to LESSEE (see Schedule E - Deduction Items). LESSOR shall provide assistance, if requested by LESSEE, in securing repair work and replacement parts, including tires, and shall charge all costs LESSOR incurs to LESSEE (see Schedule E - Deduction Items).

2(b). **Licenses, Permits, Taxes, Other Operating Expenses, Related Levies, Liens, and Encumbrances.** Except to the extent Carrier expressly assumes the following obligations pursuant to LESSEE's independent contractor operating agreement, LESSEE shall be responsible for acquiring and paying for any permits, plates, and licenses necessary to operate the Equipment and any federal, state, or local taxes and fees, including the Federal Heavy Highway Vehicle Use Tax, registration fees, weight-distance taxes, state property or indefinite situs taxes, highway use taxes, ferry, bridge, tunnel, and road tolls, or other charges assessed against the Equipment arising from LESSEE's use, as well as all fuel costs, fuel taxes, empty mileage, loading and unloading expenses, detention and accessorial charges, and any other costs of operating the Equipment. LESSEE shall also keep the Equipment free and clear of all levies, liens, and encumbrances related to amounts LESSEE owes for the above taxes and other operating expenses.

3. **CHANGES, ALTERATIONS, IMPROVEMENTS.** LESSEE may not add, change, or remove any items that are or will be affixed to the Equipment, including any equipment speed controls, unless LESSOR gives LESSEE written permission in advance. If LESSEE returns the Equipment to LESSOR, any item LESSEE affixed with LESSOR's approval may be removed only if LESSOR reasonably determines that removal will not damage or lessen the value of the Equipment and LESSEE shall pay for any such removal. Any alteration LESSOR does not approve in writing shall be

removed at LESSEE's expense. See Schedule E - Deduction Items. LESSOR may, at LESSOR's option and expense, make such alterations, additions, or improvements as LESSOR shall deem appropriate. LESSEE agrees to pay the cost of all modifications to the Equipment required by law or regulation during the term of the Agreement.

4. EQUIPMENT CONDITION AND INSPECTION.

4(a). LESSEE shall select the type, quality, and supplier of the Equipment from among those made available by LESSOR. LESSOR shall not be liable to LESSEE for any failure or delay in obtaining delivery of any Equipment.

4(b). Before tendering the Equipment to LESSEE upon the signing of this Agreement, LESSOR shall arrange to have it prepared to the limits of the mechanical and other guidelines set forth in the attached Schedule B ("Minimum Equipment Guidelines");

4(c). LESSEE shall have seven (7) days from the date this Agreement is signed to inspect the Equipment for conformity to the guidelines set forth in Schedule B and to notify LESSOR in writing of any specific mechanical defects or other negative variances from the guidelines. If no notification is received within that period, it is agreed that LESSEE has identified no mechanical defects or other negative variances from the guidelines;

4(d). After delivering such notification to LESSOR and not later than twenty-eight (28) days from the date this Agreement is signed, LESSEE may present the Equipment to a maintenance facility approved by LESSOR, and it shall repair, at LESSOR's expense, any agreed upon mechanical defects or other negative variances from the guidelines. If the Equipment is not presented to such a maintenance facility within the 28 days, it is agreed that LESSOR shall not be responsible for repairs of any mechanical defects or other negative variances from the guidelines;

4(e). In an emergency in which the Equipment cannot be brought to a maintenance facility approved by LESSOR without endangering LESSEE, LESSEE's employees or agents, or the driving public, LESSEE should immediately telephone LESSOR, and LESSOR shall either authorize LESSEE to have the necessary repairs done at a closer maintenance facility at LESSOR's expense (including towing) or shall provide LESSEE with a replacement tractor of value equivalent to or greater than the Stipulated Loss Value of the Equipment as of the next date thereafter shown on the Stipulated Loss Value Schedule (Schedule G hereto);

4(f). Throughout the duration of this Agreement, LESSOR or LESSOR's authorized agent have the right to inspect the Equipment at any reasonable time or place and LESSEE agrees to return the Equipment to North Little Rock, AR, or another point LESSOR indicates every ninety (90) or more days, as LESSOR specifies, for LESSOR's inspection.

5. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING THE MANUFACTURER OR THE VENDOR OF THE EQUIPMENT, HEREBY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE, OR ITS CAPACITY OR DURABILITY, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, OR ANY PATENT INFRINGEMENT OR PATENT OR LATENT DEFECTS, AND LESSEE HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY LESSOR. If a standard warranty of the Equipment's manufacturer is applicable to the Equipment, LESSOR shall advise LESSEE and assign the warranty to LESSEE or otherwise give LESSEE the benefit LESSOR receives. LESSEE ACKNOWLEDGES THAT LESSEE HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE EQUIPMENT PRIOR TO SIGNING THIS AGREEMENT AND LESSEE ACCEPTS IT AS IS, SUBJECT ONLY TO THE PROVISIONS OF SECTION 4 ABOVE.

6. INSURANCE. LESSEE's obligations as to insurance shall be as set forth in attached Schedule D - Insurance and Schedule E - Deduction Items.

7. DRIVERS AND PETS. The Equipment shall be used exclusively in LESSEE's transportation business and that except as otherwise provided below, LESSEE shall be the driver assigned to the Equipment. If LESSEE is ill, disabled, or otherwise unable to drive the Equipment, LESSOR shall entertain a request to allow LESSEE to substitute a

competent, licensed driver, if determined to be qualified by carrier, who shall be under LESSEE's control and direction and who shall not abuse the Equipment and shall operate it with reasonable care, diligence and caution and subject to all provisions of this Agreement. LESSOR shall decide whether to consent to LESSEE's request (which consent shall not be unreasonably withheld) and, if so, to attach reasonable conditions to protect LESSOR's interest in the Equipment. At a minimum, LESSEE shall ensure that LESSEE and any substitute driver possess valid commercial driver's licenses and meet, throughout the term of this Agreement, all applicable federal and state driver qualifications and motor equipment safety requirements. If, in LESSOR's reasonable judgment, a driver is not in compliance with these qualifications and requirements, LESSEE shall replace the driver at LESSOR's request with one approved by LESSOR. LESSEE shall not allow any pets or animals to enter any part of the Equipment unless LESSOR authorizes it in writing. LESSEE shall be responsible for all damage to the Equipment caused by pets or animals, and hereby authorize LESSOR to charge back to LESSEE the expense of any repairs or refurbishment necessitated by such damage.

8. **LAW.** LESSEE shall operate the Equipment in the United States and Canada only and in compliance with all laws and regulations, including those relating to speed and traffic, and be responsible for the payment of any fines or other action taken arising out of any violations, except to the extent that by agreement or operation of law Carrier expressly assumes obligations for certain fines and penalties.

9. **COOPERATION.** LESSOR and LESSEE agree to keep each other informed of any major problems, attachments, liens, or encumbrances that arise in the operation of the Equipment or while it is leased, reporting information relating to any accident or lawsuit that occurs and cooperating with each other and insurers in the investigation, prosecution, or defense of any accidents, claims, or suits arising from the operation of the Equipment.

10. **LEASE TO A MOTOR CARRIER.** LESSEE shall initially use this Equipment under an ICOA with the for-hire Carrier identified on Schedule A. If LESSEE wishes to terminate its ICOA with that motor carrier and enter into an ICOA covering the Equipment with another motor carrier, LESSOR shall consent to LESSEE's doing so if ALL of the following conditions set forth in Sections 10(a)-(c) below are met. In addition, for the duration of LESSEE's ICOA with any Carrier, LESSEE may use the Equipment in the service of another entity only to the extent Carrier, on a per-trip basis, subleases in writing the Equipment to another motor carrier.

10(a). LESSEE is current in LESSEE's Equipment rental payments and either does not owe LESSOR any moneys under this Agreement or has arranged to satisfy any debt to LESSOR to LESSOR's reasonable satisfaction;

10(b). The new motor carrier to which LESSEE wishes to lease the Equipment currently has a "Satisfactory" safety rating from the Federal Motor Carrier Safety Administration and the capability and willingness to deduct LESSEE's Equipment rental payments, deductions under Schedule E attached hereto, and any other moneys owed LESSOR under this Agreement from LESSEE's compensation and remit them to LESSOR electronically on a weekly basis;

10(c). LESSEE authorizes, and the new carrier agrees, through a new ICOA with LESSEE, to deduct from LESSEE's settlement compensation, from any other moneys Carrier owes LESSEE, or from LESSEE's escrow funds with the new carrier, and to remit directly to LESSOR electronically no less frequently than weekly, the amount of LESSEE's Equipment rental payments, deductions under Schedule E attached hereto, and any other moneys owed LESSOR under this Agreement during its term;

10(d). LESSEE supplies LESSOR, for LESSOR's review, a draft of LESSEE's planned ICOA with the new carrier (including all addendums and other attachments), which shall include provisions reflecting compliance with the requirements set forth in Section 10(a)-(c) above, at least thirty (30) days before LESSEE signs the ICOA; and

10(e). LESSEE gives sixty (60) days' written notice of LESSEE's intention to change carriers so that LESSOR may complete the investigation necessitated by LESSEE's action and take the steps necessary to effect the change. LESSEE agrees to pay LESSOR a flat, nonrefundable \$500.00 administrative charge in advance to cover LESSOR's investigative and transfer expenses.

11. **RESERVE ACCOUNT.** LESSOR shall establish a required escrow fund in accordance with Schedule C attached hereto ("Reserve Account").

12. INDEMNITY AND RISK OF LOSS.

12(a). LESSEE shall defend, indemnify, and hold LESSOR and LESSOR's assigns harmless from any claim (including any for which LESSOR is not indemnified by LESSOR's insurance) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation that LESSOR incurs arising out of LESSEE's (including LESSEE's agents' or employees') negligence, gross negligence, willful misconduct, or other culpable acts or omissions in inspecting, maintaining, or using the Equipment or otherwise performing, or failing to perform, LESSEE's obligations under this Agreement. LESSEE hereby authorizes LESSOR to charge LESSEE back for all amounts due LESSOR under this Subsection (see Schedule E). LESSOR shall furnish LESSEE with a written explanation and itemization of any deduction for cargo or property damage before it is made. In the event that any report or return is required to be made with respect to any obligation of LESSEE under this Agreement, LESSEE shall do so promptly and send a copy of such report or return to LESSOR. If LESSOR is required to make such a report or return, LESSEE shall promptly furnish to LESSOR such data and information in such form as will enable LESSOR to make and file such report or return as expeditiously as possible, and LESSOR shall send a copy of such report or return to LESSEE. LESSOR and LESSEE agree to keep each other informed of any major problems, attachments, liens, or encumbrances that arise in the operation of the Equipment, reporting information relating to any accident or lawsuit that occurs and cooperating with each other and insurers in the investigation, prosecution, or defense of any accidents, claims, or suits arising from the operation of Carrier, the Equipment, or this Agreement. The parties' obligations under this Section shall survive the expiration or earlier termination of this Agreement;

12(b). LESSEE shall bear all risks of loss, damage, theft, or destruction of or to the Equipment. If the Equipment becomes lost, stolen, destroyed, irreparably damaged, confiscated, requisitioned, or commandeered (herein called a "Loss"), LESSEE shall promptly notify LESSOR in writing and shall on such date next following such Loss, pay LESSOR an amount equal to the sum of (i) the Stipulated Loss Value of the Equipment as of such date shown on the Stipulated Loss Value Schedule (Schedule G), plus (ii) all accrued and unpaid rent and other payments owing for the Equipment for all periods commencing prior to such date, and upon such payment the Lease Term of the Equipment under this Agreement shall terminate and LESSOR shall transfer to LESSEE, without recourse or warranty, all of LESSOR's right, title, and interest in and to the Equipment as of such date.

13. **TITLE.** As between LESSEE and LESSOR, LESSEE shall have exclusive possession, control, and use of the Equipment for the duration of this Agreement, and shall assume complete responsibility for the operation of the Equipment. This Agreement constitutes a lease and LESSOR is merely allowing LESSEE to use the Equipment, with an option to purchase it under the circumstances and on the terms set forth in Section 20 below. The Equipment shall at all times be and remain personal property of LESSOR, notwithstanding that any items may now or hereafter be affixed to the Equipment, and title thereto shall at all times during the lease term thereof remain in LESSOR. Upon LESSOR's request, LESSEE agrees, at his/her expense, to affix a tag, plate, or stencil to the Equipment showing LESSOR's title thereto. LESSEE agrees that for the duration of this Agreement, LESSOR is entitled to and shall have the right to claim the following tax benefits with respect to the Equipment: (a) depreciation deductions for federal income tax purposes and depreciation or cost recovery deductions for any applicable state income tax purposes; and (b) all items of income and deduction relating to this Agreement. Provided that no Event of Default has occurred and is continuing hereunder, LESSOR agrees that LESSOR shall not interfere with LESSEE's quiet enjoyment and use of the Equipment for the duration of this Agreement. This Agreement is not a security agreement. In the event this Agreement is construed by a court of competent jurisdiction to be a financing arrangement, then LESSEE grants to LESSOR a security interest in the Equipment and agrees to execute a financing statement for that purpose.

14. **EVENTS OF DEFAULT.** LESSEE shall be in default under this Agreement upon the happening of any of the following events or conditions (herein called "Events of Default"):

14(a). LESSEE fails to make any Overall Lease Payment within ten (10) days after the same is due and payable; or

14(b). LESSEE is in default in payment or performance of any other indebtedness or obligations now or hereafter owed by LESSEE, or to any parent, affiliate or subsidiary of LESSOR, under any other agreement or instrument; or

14(c). LESSEE fails to perform or observe any other covenant or agreement to be performed or observed by it under this Agreement, and such failure continues for fifteen (15) days after written notice thereof by LESSOR to LESSEE; or

14(d). Any representation, warranty, certification, or statement made or furnished to LESSOR herein or in any other document by or on behalf of LESSEE proves to have been false in any material respect when made or furnished; or

14(e). LESSEE makes an assignment for the benefit of creditors, or bankruptcy, arrangement, reorganization, liquidation, insolvency, receivership, or dissolution proceedings are instituted by or against LESSEE, and, if instituted against LESSEE, are consented to or be pending and not dismissed for a period of sixty (60) days; or

14(f). The condition of LESSEE's affairs changes so as, in the reasonable opinion of LESSOR, to impair LESSOR's title to the Equipment or increase LESSOR's credit risk;

14(g). LESSEE's ICOA with Carrier is terminated by Carrier or LESSEE, except as provided in Section 10 of this Agreement;

14(h). LESSEE is disqualified by Carrier under applicable safety laws or Carrier's safety policies to operate the Equipment; or

14(i). Any of LESSEE's insurance coverages required under Schedule C ceases to be in effect.

15. **REMEDIES OF LESSOR.** Upon the occurrence of an Event of Default, LESSOR, at LESSOR's option, may exercise any one or more of the remedies set forth in Subsections (a) through (e), except as provided in Subsection (f), below:

15(a). Terminate this Agreement upon written notice to LESSEE, without prejudice to any other remedies hereunder,

15(b). Declare the entire amount of unpaid Rent then accrued and thereafter payable for all Equipment then leased hereunder to be immediately due and payable, or declare the aggregate Lease balance of all Equipment then leased hereunder as of the Overall Lease Payment Date coincident with or next preceding the date of the occurrence of such Event of Default to be immediately due and payable, whereupon LESSEE shall become obligated to pay to LESSOR forthwith, as liquidated damages for the loss of the bargain and not as a penalty, such unpaid Rent or such aggregate Lease balance, as the case may be,

15(c). Cause LESSEE, at his/her expense, to promptly assemble the Equipment or any Item thereof and return the same to LESSOR at such place as LESSOR may designate in writing,

15(d). Enter upon the premises where the Equipment is located, and, without notice to LESSEE, and with or without process, take immediate possession of the Equipment, or render the Equipment unusable or immobile, without liability to LESSOR by reason of such entry or taking possession, and without such action constituting a termination of this Agreement unless LESSOR notifies LESSEE in writing to such effect. LESSOR may charge back LESSEE all costs associated with the recovery of the Equipment (see Schedule E - Deduction Items),

15(e). Sell, re-lease, or otherwise dispose of the Equipment in a public or private sale or lease transaction, and apply the proceeds of such sale or re-leasing, after first deducting all costs and expenses of such sale or re-leasing, to LESSEE's obligations hereunder, with LESSEE remaining liable for any deficiency and with any excess being retained by LESSOR, and proceed by court action to enforce performance by LESSEE of the applicable covenants of this Agreement or to recover damages for the breach thereof. In addition to the foregoing, LESSEE shall be obligated hereunder for the payment of all other amounts then or thereafter payable by LESSEE to LESSOR hereunder, including without limitation, amounts owing for indemnification.

15(f). LESSOR may charge back LESSEE and/or draw on the Reserve Account, which is created under Section 11 of this Agreement, or on moneys in any escrow fund under LESSEE's ICOA with Carrier, only

for all accrued and unpaid Overall Lease Payments owing for the Equipment for all periods commencing prior to the Event of Default and for those amounts LESSOR actually spends, incurs (including, with respect to necessary repairs to the Equipment, an adjuster's itemized estimate, subject to partial refund or further assessment, respectively, if the total actual repair expenses amount to less than, or more than, the estimate), or owes to a third party before or within forty-five (45) days after termination of this Agreement in (1) returning the Equipment to the good working order and condition it was in when leased, as measured by the Minimum Guidelines for Condition of Equipment set forth in **Schedule B**, excepting only reasonable wear and tear from normal use but including replacement of mattresses, overall cleaning of interior and exterior of the Equipment, detailing work and repairs of dents, scratches, and other deficiencies in order to return the Equipment to a commercially reasonable condition for resale; (2) in recovering instead the Stipulated Loss Value of the Equipment as of the date, next following the Event of Default, shown on the Stipulated Loss Value Schedule (**Schedule G** hereto) if, in LESSOR's commercially reasonable judgment, the damage to the Equipment is so extensive that repairing it would not be economically justified; (3) in replacing any equipment or accessories that are missing from the Equipment; (4) in selling or leasing the Equipment to a third party; (5) in returning the Equipment to the location where delivery was made, or such other closer location as LESSOR may specify at the time; and (6) in securing possession of the Equipment if LESSEE does not voluntarily return the Equipment (including reasonable attorneys' fees). Aside from drawing on the Reserve Account, LESSOR has a right to recover, through all available legal means, any additional amounts LESSEE owes, or comes to owe, LESSOR under this Agreement.

16. PASSENGER AUTHORIZATION. In accordance with DOT regulations (49 C.F.R. § 392.60(a)), LESSEE shall not allow any passengers to ride in the Equipment unless authorized in writing by Carrier in advance on a Passenger Authorization and Release of Liability Form, which both LESSEE (or LESSEE's driver) and the proposed passenger must first fill out, sign, and submit. LESSEE shall assume all liability for the person and property of the passenger.

17. PERSONAL PROPERTY. LESSOR assumes no liability for loss or damage to personal property LESSEE or a driver carry in the Equipment. If LESSEE or LESSEE's driver have any personal property in the Equipment at the time LESSOR secures possession of the Equipment under this Agreement, LESSOR shall not be liable for any damage to, loss of or disposition of such property. LESSOR shall attempt to secure the property and give LESSEE notice. If LESSEE does not claim possession or advance LESSOR costs to send LESSEE the items within 30 days of LESSOR's securing possession of the Equipment, LESSEE agrees that LESSOR may dispose of such property as LESSOR deems appropriate.

18. SUBORDINATION AND DEFAULT. The Equipment and the rights and obligations LESSOR and LESSEE have under this Agreement may be subject to and subordinated to another Lease Agreement or Security Agreement to which LESSOR is a party and, if so, such agreement shall be noted on, and a copy attached to, **Schedule A**. If LESSOR defaults under such agreement, the other party to that agreement shall have the right to possession of the Equipment or to LESSOR's interest in this Agreement. In the unlikely event that this would ever occur, LESSOR would, at LESSEE's option, place LESSEE in a substitute vehicle of equal use and value or allow LESSEE to terminate this Agreement without further obligation.

19. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective successors. LESSEE may not transfer the Equipment or sell, assign, mortgage, encumber, or transfer this Agreement, in whole or in part, without LESSOR's prior written consent, nor sublet the Equipment or any part thereof, except as provided under Section 10 of this Agreement. Nor shall LESSEE grant a license or concession in connection with the Equipment without LESSOR's prior written consent. LESSOR may sell or assign this Agreement and the acquiring party shall have all rights and remedies that LESSOR now possesses.

20. PURCHASE OF THE EQUIPMENT. IF LESSEE IS NOT IN DEFAULT, LESSEE MAY PURCHASE THE EQUIPMENT AT THE EXPIRATION OF THE LEASE TERM FOR THE STIPULATED LOSS VALUE AT THE TIME, AS SHOWN ON **SCHEDULE G**. ANY SUCH PURCHASE SHALL BE ON AN "AS IS WHERE IS" BASIS WITHOUT ANY WARRANTY BY LESSOR. IN ADDITION, LESSEE MAY REQUEST TERMINATION OF THIS AGREEMENT AT ANY TIME DURING THE LEASE TERM, AND IF LESSOR, IN LESSOR'S SOLE DISCRETION, GRANTS SUCH REQUEST, SUCH TERMINATION SHALL BECOME EFFECTIVE ONLY ON PAYMENT OF THE STIPULATED LOSS VALUE AT THE TIME, AS SHOWN ON **SCHEDULE G**, PLUS ALL ACCRUED AND UNPAID RENT PAYMENTS, AND OTHER AMOUNTS LESSEE OWES LESSOR UNDER THIS AGREEMENT, DUE WITH RESPECT TO THE EQUIPMENT FOR ALL PERIODS COMMENCING PRIOR TO SUCH TERMINATION. Upon the exercise of the foregoing LESSEE option to purchase, LESSOR shall execute and

deliver to LESSEE all documents necessary and proper to effect transfer of ownership of the Equipment to LESSEE, free and clear of all encumbrances, security interests, and liens.

21. COMPLETE AGREEMENT. This Agreement (including attached schedules) shall constitute the entire agreement and understanding between LESSEE and LESSOR, and fully replaces and supersedes all prior agreements and undertakings (including attachments), oral and written, express or implied, or practices between the parties. If any changes are to be made in the Agreement, they must be in writing and signed by both parties.

22. DISPUTE RESOLUTION. LESSEE and LESSOR agree that by signing this agreement that LESSEE waives all rights to be a part of any class action lawsuits, class-wide arbitrations, and any other proceeding where someone acts in a representative capacity. All claims and disputes arising under or relating to this Agreement whether under federal, state, local, or foreign law (including but not limited to 49 C.F.R Part 376) are to be settled only by binding individual arbitration in the state of Arkansas. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. The arbitration shall be conducted by an arbitrator experienced in contract law and shall include a written record of the arbitration hearing. An award of arbitration shall be confirmed in a court of competent jurisdiction in the state of Arkansas.

23. COST OF COLLECTION. LESSEE agrees that in the event of default in the payment of any amount due and if this account is placed in the hands of an agency or attorney for collections or legal action, LESSEE shall pay the cost of collection, including reasonable attorneys' fees and court costs incurred and permitted by law governing these transactions. A finance charge of one percent (1.0 % per month (12.0% annually) shall be charged on balances over thirty (30) days past due.

24. NOTICE. All notices and notifications required or permitted by this Agreement shall be in writing and deemed provided when delivered personally, when deposited in the United States Mail with first-class postage prepaid and properly addressed to the other party at the address shown at the end of the Agreement, or when faxed to the other party at the fax number shown at the end of the Agreement. Each party shall be under a continuing duty to provide a correct address and a correct fax number to the other. Notice of an address or fax number change shall be given in writing.

25. GENERAL. The headings used in this Agreement have no substantive effect and are used for convenience. References in this Agreement to LESSEE and LESSEE's shall be read as "it" and "its," respectively, if LESSEE is a corporation, limited liability company, partnership, or other entity, rather than a natural person. If any provision of this Agreement (including its attached schedules and addendums) is deemed invalid for any reason whatsoever, the Agreement shall be void only as to such provision, and this Agreement shall remain otherwise binding between the parties. Any provision voided by operation of the foregoing shall be replaced with provisions that shall be as close to the parties' original intent as permitted under applicable law. The failure or refusal of either party to insist upon the strict performance of any provision of this Agreement 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. **TIME IS OF THE ESSENCE OF THIS LEASE AND ALL OF ITS PROVISIONS.** Original, faxed, otherwise imaged, or authenticated electronic signatures shall be equally valid.

LESSEE and LESSOR have executed this Agreement on September, 28, at 12:00:00 PM.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT VEHICLES SUITABLE FOR HIS/HER PROVISION OF SERVICES UNDER AN INDEPENDENT CONTRACTOR OPERATING AGREEMENT WITH CARRIER ARE AVAILABLE FOR PURCHASE OR LEASE FROM NUMEROUS COMPANIES OTHER THAN LESSOR; THAT LESSEE IS FREE TO LEASE A VEHICLE OBTAINED FROM ANOTHER SOURCE TO CARRIER; AND THAT LESSEE IS NOT REQUIRED TO SIGN THIS EQUIPMENT LEASE AS A CONDITION OF ENTERING INTO AN INDEPENDENT CONTRACTOR OPERATING AGREEMENT WITH CARRIER.

LESSEE: Dorian L. West

as ☒ Sole Proprietor ☐ Partner ☐ Corporate Officer
Soc. Sec. or Fed. ID # 498-90-9361

By: [Signature]
Signature

12531 Old Tesson Rd F
Street or P.O. Box Address

St. Louis, MO 63128
City, State, Zip Code

314-333-2313
Telephone Number

N/A
Fax Number

N/A
Email Address

LESSOR: Maverick Leasing, LLC

By: [Signature]

Signature
John Culp, President
Printed Name and Title

13301 Valentine Road
North Little Rock, AR 72117
Tel. 501-955-1278
Fax 501-955-4278

CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT

LESSEE certifies that the Equipment identified in **Schedule A** hereto has been received by LESSEE; that all necessary installation has been completed; that LESSEE has inspected the Equipment before signing this Agreement and found the Equipment to meet the Minimum Equipment Guidelines set forth in **Schedule B** hereto; that, in all respects, the Equipment is satisfactory to LESSEE; and that the Equipment is accepted "as is" by LESSEE for all purposes under this Agreement. The Equipment is correctly described in this Agreement, and LESSOR is authorized to insert serial numbers on the Agreement.

LESSEE: Dorian L. West

By: [Signature]
Signature

Dorian L. West
Authorized Rep.'s Name (Typed or Printed)
Contractor
Title
9/28/2020
Date

SCHEDULE A

9/28/2020

Unit #	3604	Lease Term	60 months
Year	2020	Mileage on Equipment at Start	75539
Make	Freightliner	Truck Speed Control Setting	65 Miles per Hour
Model	Cascadia	Equipment Rent (per week)	\$ 617.39
Serial (Vin) #	3AKJHHDV6LSLP6574	Carrier per Section 10 of the Agreement	Maverick Transportation, LLC
Lease Start Date	9/28/2020		

Unit #	-	Lease Term	-
Year	-	Mileage on Equipment at Start	-
Make	-	Truck Speed Control Setting	65 Miles per Hour
Model	-	Equipment Rent (per week)	-
Serial (Vin) #	-	Carrier per Section 10 of the Agreement	-
Lease Start Date	-		

Unit #	-	Lease Term	-
Year	-	Mileage on Equipment at Start	-
Make	-	Truck Speed Control Setting	65 Miles per Hour
Model	-	Equipment Rent (per week)	-
Serial (Vin) #	-	Carrier per Section 10 of the Agreement	-
Lease Start Date	-		

Unit #	-	Lease Term	-
Year	-	Mileage on Equipment at Start	-
Make	-	Truck Speed Control Setting	65 Miles per Hour
Model	-	Equipment Rent (per week)	-
Serial (Vin) #	-	Carrier per Section 10 of the Agreement	-
Lease Start Date	-		

Unit #	-	Lease Term	-
Year	-	Mileage on Equipment at Start	-
Make	-	Truck Speed Control Setting	65 Miles per Hour
Model	-	Equipment Rent (per week)	-
Serial (Vin) #	-	Carrier per Section 10 of the Agreement	-
Lease Start Date	-		

This SCHEDULE A, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this Agreement relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below:

LESSEE: Dorian L. West

By: 

Signature

Dorian L. West

Authorized Rep.'s Name (Typed or Printed)

Contractor

Title

9/28/2020

Date

LESSOR: MAVERICK LEASING, LLC

By: 

John Culp

President

9/28/2020

Date

SCHEDULE B

MINIMUM EQUIPMENT GUIDELINES

1. **TIRES:** They shall have a minimum of 50% tread on all tires, shall have sound re-cappable casings, shall be matched tread design (all grip tread or regular tread), shall be the same size. Wear beyond 50% shall be charged on a pro-rated basis. Tires may be any brand, new or re-cappable but with at least 50% tread remaining.
2. **BODY:** Shall have no dented or punctured panels (including fuel tanks).
3. **INTERIORS:** Shall be clean, shall have no tears, odors, burns, damage to seats, seat backs, dashes, headliners, door panels or carpeting, original radio and other original equipment to be in place (unless noted below at time of acceptance). Gauges and all other operative parts and accessories shall be in working order.
4. **ENGINES AND DRIVE TRAIN COMPONENTS:** Engine shall be mechanically sound, with no cracked heads or blocks. Transmission and differentials shall have no seal leakage (including wheel seals - steer and drive axles), shall be operable as originally provided to customer, shall have no excessive gear noise.
5. **GLASS:** Windshield shall not be pitted, chipped or cracked that would fail DOT inspection. Windows and mirrors shall not be broken or cracked and all windows operating mechanisms shall be operable.
6. **ELECTRICAL:** Batteries, starters, alternators, etc. shall be operable. Lights and wiring shall be operable with no broken sealed beams, lenses, etc. Heaters and air conditioning systems shall be operable.
7. **FACTORY EQUIPMENT & IN SERVICE EQUIPMENT:** Factory installed equipment and any equipment installed in unit prior to lease shall be intact and operable. Includes fifth wheel, mudflaps, airfoils, safety equipment, chain boxes, etc.
8. **CHROME & BRIGHT METAL TRIM:** Bumpers, grab handles, wheel hub caps, grills, etc. originally on unit at time of lease shall be free from damage and scrapes.
9. **BRAKES:** Shoes shall have a minimum of 50% wear. Wear beyond that point shall be charged on a prorated basis.

This SCHEDULE B, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this Agreement relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE: Dorian L. West

By: _____

Signature

Dorian L. West

Authorized Rep.'s Name (Typed or Printed)

Contractor

Title

9/28/2020

Date

LESSOR: MAVERICK LEASING, LLC

By: _____

John Culp

President

9/28/2020

Date

1943

SCHEDULE C

RESERVE ACCOUNT

As authorized by the Equipment Lease Agreement to which this schedule is attached ("Agreement"), LESSOR shall establish and administer an escrow fund ("Reserve Account"), which LESSEE and LESSOR agree shall be governed by the following terms and conditions:

1. **PRINCIPAL.** As principal in the Reserve Account, LESSEE shall authorize and require Carrier to deduct from LESSEE's compensation and remit to LESSOR, for deposit in LESSEE's Reserve Account, fifteen percent (15%) of the total compensation of all types (to exclude fuel surcharge and before any deductions are made) for each listing of Equipment described in schedule A and credited to LESSEE at each settlement by every carrier for which LESSEE operated the Equipment until the Reserve Account balance reaches eighteen thousand dollars (\$18,000) for each listing of Equipment listed on Schedule A. Thereafter, LESSEE shall arrange with Carrier to resume the deductions and payments to LESSOR whenever LESSOR notifies LESSEE and Carrier that the balance has dropped below eighteen thousand dollars (\$18,000).

2. **SPECIFIC ITEMS TO WHICH RESERVE ACCOUNT MAY BE APPLIED.** The Reserve Account shall be held by LESSOR to guarantee the performance of LESSEE's obligations under this Agreement (including any attachments thereto). The specific items to which the Reserve Account shall apply are all advances, expenses, taxes, fees, fines, penalties, damages, losses, or other amounts paid, owed, or incurred by LESSOR that are LESSEE's responsibility under this Agreement -- specifically, the deduction items set forth in Schedules D and E and any other attachments and, upon termination, all of LESSEE's obligations under Section 15(f) of this Agreement (hereafter "Reserve Account Items") - - to the extent that the amounts owed by LESSEE for such Reserve Account Items exceed LESSEE's earned and payable compensation at the time of final accounting. In the event that LESSEE becomes unable to drive the Equipment for a period of time longer than three (3) consecutive weeks due to injury or illness, LESSOR shall entertain a request to allow LESSEE to transfer funds from the Reserve Account to LESSOR to be applied to LESSOR's weekly rental payments. LESSOR has sole discretion whether to consent to LESSEE's request and, if so, to attach reasonable conditions to protect LESSOR's interest in the Equipment. In addition, LESSEE may request and, upon being presented by LESSEE with an appropriate purchase order or receipt, LESSOR shall disburse, funds from the Reserve Account to pay for non-accident service or repairs to the Equipment that on any single repair order exceed two hundred dollars (\$200).

3. **ACCOUNTINGS.** While the Reserve Account is under LESSOR's control, LESSOR shall provide an accounting to LESSEE, no less frequently than monthly, of all transactions involving the Reserve Account, including the amount and description of any deduction from or addition to it. In addition, upon LESSEE's request at any time, LESSOR shall provide LESSEE with an accounting of any Reserve Account transaction.

4. **INTEREST.** LESSOR shall pay LESSEE interest on the Reserve Account on at least a quarterly basis. The amount of interest shall be established on the date the interest period begins and shall be equal to the average yield of 91-day, 13-week U.S. Treasury bills, as established in the weekly auction by the Department of the Treasury. For purposes of calculating the balance of the Reserve Account on which interest is paid, LESSOR may deduct a sum equal to the average advance (including deductions) made to LESSEE during the period of time for which interest is paid.

5. **FINAL SETTLEMENT.** To have any remaining balance in the Reserve Account returned following termination of the Agreement, LESSEE must first return the Equipment and all of LESSOR's other property to LESSOR's headquarters in North Little Rock, AR, or any closer location LESSOR designates, and make payments to LESSOR for all Reserve Account Items. At the time of the return of any remaining balance in the Reserve Account, LESSOR may deduct monies for all such Reserve Account Items to the extent provided for in Section 15(f) of this Agreement. LESSOR shall provide a final accounting to LESSEE of all such final deductions made from the Reserve Account within forty-five (45) days from the date of termination of the Agreement.

6. **RETURN OF RESERVE ACCOUNT BALANCE.** In no event shall the Reserve Account, less any final deductions pursuant to the above provision, be returned to LESSEE later than forty-five (45) days from the date of termination of the Agreement. LESSOR's use or post-termination return to LESSEE of any balance in the Reserve Account shall not constitute a waiver of LESSOR's right to recover, through arbitration or other available legal means, any additional amounts LESSEE owes, or come to owe, LESSOR under this Agreement.

This SCHEDULE C, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this Agreement relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE: Dorian L. West

By: 

Signature

Dorian L. West

Authorized Rep.'s Name (Typed or Printed)

Contractor

Title

9/28/2020

Date

LESSOR: MAVERICK LEASING, LLC

By: 

John Culp

President

9/28/2020

Date

SCHEDULE D

INSURANCE

1. **LESSEE'S INSURANCE OBLIGATIONS.** LESSEE shall ensure that the following minimum insurance coverages are procured and maintained during the term of this Agreement:

1(a). **Commercial Automobile Liability Insurance.** LESSEE shall ensure that a commercial automobile public liability insurance, listing LESSOR as an additional insured, covers the Equipment whenever the Equipment is being operated on behalf of a motor carrier, in a combined single limit of not less than One Million Dollars (\$1,000,000) for injury or death to any person or for damages to property in any one occurrence. LESSEE shall be responsible for all deductible amounts (if LESSEE is the named insured) and for any loss or damage in excess of the policy limit

1(b). **Physical Damage Insurance.** LESSEE shall procure, carry, and maintain physical damage insurance that shall provide coverage to LESSEE at all times in a combined single limit of not less than the Stipulated Loss Value of the Equipment as shown in **Schedule G** for the next date after the occurrence, for physical loss or damage (including theft and collision) to the Equipment in any one occurrence. LESSEE shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit

1(c). **Other Insurance.** In addition to the insurance coverages required under Subsections (a) and (b) above, it is solely LESSEE's responsibility to procure, carry, and maintain any other insurance coverage that LESSEE may desire for the Equipment or for LESSEE's health care or other needs. As provided in Section 12(b) of this Agreement, LESSEE holds LESSOR harmless with respect to loss of or damage to LESSEE's Equipment, trailer, or other property, and LESSOR has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to LESSEE's Equipment, trailer, or other property. LESSEE acknowledges that LESSOR may, and LESSEE hereby authorizes LESSOR to, waive and reject no-fault, uninsured, and underinsured motorist coverage from LESSOR's insurance policies to the extent allowed under Texas law (or such other state law exercising jurisdiction), and LESSEE shall cooperate in the completion of all necessary documentation for such waiver, election, or rejection.

2. **REQUIREMENTS APPLICABLE TO ALL OF LESSEE'S INSURANCE COVERAGES.** LESSEE shall ensure that the insurance policies providing the above-described coverages are procured solely from insurance carriers that are rated at least A.M. Best "A" (or of equivalent financial strength in the commercially-reasonable judgment of LESSOR), and LESSEE shall not operate the Equipment unless and until LESSOR has determined that the policies are acceptable (LESSOR's approval shall not be unreasonably withheld). LESSEE shall furnish to LESSOR written certificates obtained from the insurance carrier or carriers showing that the two coverages required by this Agreement have been procured from insurance carriers of the above quality, that the coverages are being properly maintained, and that the premiums therefor are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, the expiration date, list LESSOR as an additional insured (The certificate for Physical Damage Insurance shall also list LESSOR as Loss Payee), and show that written notice of cancellation or modification of the policy shall be given to LESSOR at least thirty (30) days prior to such cancellation or modification.

3. **LESSEE'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED.** LESSEE agrees to defend, indemnify and hold LESSOR harmless from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that LESSOR may incur arising out of or in connection with LESSEE's failure to maintain the insurance coverages required by this Agreement. In addition, LESSEE, on behalf of LESSEE's insurer, expressly waives all subrogation rights against LESSOR, and, in the event of a subrogation action brought by any insurer issuing either of the above required coverages, LESSEE agrees to defend, indemnify, and hold LESSOR harmless from such claim. If LESSEE fails to provide proper evidence of the purchase or maintenance of the insurance required above, then LESSOR is authorized but not required to obtain such insurance at LESSEE's expense and instruct Carrier to deduct, from LESSEE's Settlement Compensation, and remit to LESSOR, amounts reflecting all of LESSOR's expense in obtaining and administering such coverage.

This SCHEDULE D, which completely replaces and supersedes any earlier schedule, addendum, or other provision of the Agreement relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE: Dorian L. West

By: 

Signature

Dorian L. West

Authorized Rep.'s Name (Typed or Printed)

Contractor

Title

9/28/2020

Date

LESSOR: MAVERICK LEASING, LLC

By: 

John Culp

President

9/28/2020

Date

SCHEDULE E

DEDUCTION ITEMS

1. LESSEE agrees to authorize and require, through LESSEE's ICOA, Carrier or any new motor carrier (pursuant to Section 10 of this Agreement) for which LESSEE operates the Equipment, to deduct the following items from LESSEE's settlement compensation or, if LESSEE's compensation at the next settlement is insufficient to cover the items, to deduct them from other moneys owed by Carrier to LESSEE or from an escrow fund under the ICOA (although not from the Reserve Account escrow fund required pursuant to Section 11 except upon termination of the ICOA -- and in both situations to remit the amounts electronically to LESSOR weekly. Where no dollar figure is listed in the column headed "Cost to LESSEE," the deductions will vary in amount and shall be computed as indicated in the column headed "Method of Computation." Except as otherwise indicated under "Method of Computation" below, (a) LESSOR shall charge LESSEE no administrative fee or markup and (b) LESSOR shall credit LESSEE with all rebates, discounts, credits, or refunds that correspond to particular deductions and that LESSOR receives while this Agreement is in effect or, in the case of taxes and fees, even after this Agreement is terminated. Instead of or in addition to making the deductions authorized by this Section, LESSOR shall have a right to recover, through collection agencies, arbitration, the right of setoff, and all other available legal means, any such amounts LESSEE owes, or comes to owe, LESSOR under the Agreement.

DEDUCTION ITEM	COST TO LESSEE	METHOD OF COMPUTATION
Administrative charge in connection with LESSEE's switching to another motor carrier	\$500	Amount LESSOR expects to incur for administrative services in connection with investigating and processing LESSEE's request to lease to a different motor carrier pursuant to § 10 of this Agreement
Changes, alterations, improvements in the Equipment approved by LESSOR or removed at LESSEE's expense because not approved by LESSOR		Amount LESSOR paid or otherwise incurred
Claims, losses, damages, or expenses (including reasonable attorneys' fees) under Section 12 (Indemnity and Risk of Loss)		Amount LESSOR paid or otherwise incurred
Collection costs		1.0% per month (12.0% annually) on balances over 30 days past due
Default-related expenses and losses under Section 15, including Equipment rental payments or other amounts due under the Agreement, expenses and losses in returning the Equipment to its condition when leased, in replacing any missing equipment or accessories, in selling or leasing the Equipment to a third party, in returning the Equipment to LESSOR's offices in North Little Rock, AR, in securing possession of the Equipment, and reasonable attorneys' fees.		Amount LESSOR paid or otherwise incurred.
Equipment purchase		See Agreement § 20
Equipment rent		See Schedule A
Fines, penalties, and modifications to the Equipment required by law pursuant to Agreement § 8		Amount LESSOR paid or otherwise incurred
Heavy Highway Vehicle Use Tax		Amount LESSOR paid or otherwise incurred
Reserve Account escrow fund contributions		See Schedule C
Interest on amount of Equipment rent due in excess of 30 days		1.0% per month (12.0% annually) or currently permitted lawful rate if less
Maintenance, repairs, and tires and other		Amount LESSOR paid or otherwise incurred, plus,

DEDUCTION ITEM	COST TO LESSEE	METHOD OF COMPUTATION
replacement parts		if LESSEE used a Comchek® or Comdata card, or T-Check or T-Check card, whatever transaction fee Comdata or T-Check charges

2. LESSOR shall provide LESSEE with a written explanation and itemization of any deductions for cargo or property damage before making them. With respect to all deductions, LESSOR shall make available to LESSEE, upon request, copies of those documents that are necessary to determine the validity of the deduction. If an item in any of the above columns will be changing -- except for changes in cost to LESSEE of insurance coverage (with no markup by LESSOR), which shall be governed by Section V of Schedule D of this Agreement -- LESSEE shall be so notified by fax or other written notice. In any event, LESSEE shall not be subject to any such change until twenty (20) days after such notice or such later time as is set forth in the notice. **LESSEE's failure, by the end of twenty days after such notice, to notify LESSOR of any objection to the change shall constitute LESSEE's express consent and authorization to Carrier to implement the change and modify accordingly the deductions from LESSEE's settlement compensation, beginning immediately after the 20-day period.** If LESSEE fails to notify LESSOR of LESSEE's objection within the 20-day period -- or if LESSEE notifies LESSOR of LESSEE's objection within the 20-day period and LESSEE and LESSOR are then unable to resolve the matter to LESSEE's and LESSOR's mutual satisfaction -- LESSEE and LESSOR shall each have the right to terminate this Agreement immediately thereafter. Section 15 of this Agreement ("Remedies of LESSOR") shall then apply in all respects except that LESSEE shall owe no Equipment rental payments for periods beginning after the date of termination.

THIS SCHEDULE E, which completely replaces and supersedes any earlier schedule, or addendum, or other provision of the Agreement relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE: Dorian L. West

By: 

Signature

Dorian L. West

Authorized Rep.'s Name (Typed or Printed)

Contractor

Title

9/28/2020

Date

LESSOR: MAVERICK LEASING, LLC

By: 

John Culp

President

9/28/2020

Date

SCHEDULE F

PREVENTIVE MAINTENANCE SCHEDULE

SCHEDULE 1: Perform Every 25,000 Miles	SCHEDULE 2: Perform Every 50,000 Miles	SCHEDULE 3: Perform Every 100,000 Miles
<input type="checkbox"/> Lubricate & inspect chassis	<input type="checkbox"/> Change oil & filters, Have engine oil sampled	<input type="checkbox"/> Adjust valves & injectors
<input type="checkbox"/> Check all lube levels	<input type="checkbox"/> Change fuel filters	<input type="checkbox"/> Check king pins & tie rods
<input type="checkbox"/> Inspect & inflate tires	<input type="checkbox"/> Check air filter indicator	<input type="checkbox"/> Check front wheel bearings
<input type="checkbox"/> Check batteries	<input type="checkbox"/> Inspect belts tension & condition	<input type="checkbox"/> Change power steering filter & fluid
<input type="checkbox"/> Check safety equipment	<input type="checkbox"/> Inspect air lines for rubbing & trailer lines	<input type="checkbox"/> Check drivers equipment
<input type="checkbox"/> Drain air tanks	<input type="checkbox"/> Inspect tires and record tread depth & check for loose wheels	<input type="checkbox"/> Change air dryer cartridge
<input type="checkbox"/> Check lights	<input type="checkbox"/> Inspect for air leaks (pressure loss)	<input type="checkbox"/> Inspect and service all EGR Components
<input type="checkbox"/> Test anti-freeze to -40°	<input type="checkbox"/> Check suspension	<input type="checkbox"/> Plus: Perform complete Schedules 1 & 2
<input type="checkbox"/> Check oil in front wheels	<input type="checkbox"/> Check & record coolant protection level ppm	<u>SCHEDULE 4:</u> <u>Perform Every 250,000 Miles</u>
<input type="checkbox"/> Adjust steering axle & drive axle, brakes & check lining thickness	<input type="checkbox"/> Change water filter, if applicable	<input type="checkbox"/> Have DPF System cleaned if applicable.
<input type="checkbox"/> Check annual inspection	<input type="checkbox"/> Inspect fan hub	<input type="checkbox"/> Sample Check gear oil in transmission and Differentials
	<input type="checkbox"/> Plus: Perform complete Schedule 1	<input type="checkbox"/> Transmission Fluid Change required on DT12 Transmission.
		<input type="checkbox"/> Plus: Perform complete Schedules 1, 2 & 3

Equipment must be maintained to manufacturer's requirement as identified in the manufacturer's owner's manual.

This SCHEDULE F, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of the Agreement relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE: Dorian L. West

By: 

Signature

Dorian L. West

Authorized Rep.'s Name (Typed or Printed)

Contractor

Title

9/28/2020

Date

LESSOR: MAVERICK LEASING, LLC

By: 

John Culp

9/28/2020

Date

SCHEDULE G

For Unit # 3604

STIPULATED LOSS VALUE SCHEDULE

The parties to this Agreement agree that the Stipulated Loss Value of the Equipment is the amount shown below for each

Date	Stipulated Loss	Date	Stipulated Loss	Date	Stipulated Loss	Date	Stipulated Loss	Date	Stipulated Loss
9/28/2020	\$140,300	11/1/2021	\$121,166	11/28/2022	\$99,370	12/25/2023	\$74,909	1/20/2025	\$47,457
10/12/2020	\$140,261	11/8/2021	\$120,799	12/5/2022	\$98,957	1/1/2024	\$74,446	1/27/2025	\$46,938
10/19/2020	\$139,933	11/15/2021	\$120,431	12/12/2022	\$98,544	1/8/2024	\$73,982	2/3/2025	\$46,417
10/26/2020	\$139,604	11/22/2021	\$120,061	12/19/2022	\$98,130	1/15/2024	\$73,517	2/10/2025	\$45,896
11/2/2020	\$139,274	11/29/2021	\$119,692	12/26/2022	\$97,715	1/22/2024	\$73,051	2/17/2025	\$45,373
11/9/2020	\$138,944	12/6/2021	\$119,321	1/2/2023	\$97,299	1/29/2024	\$72,585	2/24/2025	\$44,849
11/16/2020	\$138,613	12/13/2021	\$118,950	1/9/2023	\$96,882	2/5/2024	\$72,117	3/3/2025	\$44,324
11/23/2020	\$138,282	12/20/2021	\$118,577	1/16/2023	\$96,464	2/12/2024	\$71,648	3/10/2025	\$43,798
11/30/2020	\$137,949	12/27/2021	\$118,204	1/23/2023	\$96,046	2/19/2024	\$71,178	3/17/2025	\$43,271
12/7/2020	\$137,616	1/3/2022	\$117,831	1/30/2023	\$95,626	2/26/2024	\$70,708	3/24/2025	\$42,743
12/14/2020	\$137,283	1/10/2022	\$117,456	2/6/2023	\$95,206	3/4/2024	\$70,236	3/31/2025	\$42,214
12/21/2020	\$136,948	1/17/2022	\$117,081	2/13/2023	\$94,785	3/11/2024	\$69,764	4/7/2025	\$41,683
12/28/2020	\$136,613	1/24/2022	\$116,705	2/20/2023	\$94,363	3/18/2024	\$69,290	4/14/2025	\$41,152
1/4/2021	\$136,277	1/31/2022	\$116,328	2/27/2023	\$93,940	3/25/2024	\$68,815	4/21/2025	\$40,619
1/11/2021	\$135,941	2/7/2022	\$115,951	3/6/2023	\$93,517	4/1/2024	\$68,340	4/28/2025	\$40,086
1/18/2021	\$135,604	2/14/2022	\$115,572	3/13/2023	\$93,092	4/8/2024	\$67,863	5/5/2025	\$39,551
1/25/2021	\$135,266	2/21/2022	\$115,193	3/20/2023	\$92,667	4/15/2024	\$67,386	5/12/2025	\$39,015
2/1/2021	\$134,928	2/28/2022	\$114,813	3/27/2023	\$92,240	4/22/2024	\$66,907	5/19/2025	\$38,478
2/8/2021	\$134,588	3/7/2022	\$114,433	4/3/2023	\$91,813	4/29/2024	\$66,428	5/26/2025	\$37,940
2/15/2021	\$134,248	3/14/2022	\$114,051	4/10/2023	\$91,385	5/6/2024	\$65,948	6/2/2025	\$37,401
2/22/2021	\$133,908	3/21/2022	\$113,669	4/17/2023	\$90,956	5/13/2024	\$65,466	6/9/2025	\$36,860
3/1/2021	\$133,567	3/28/2022	\$113,286	4/24/2023	\$90,526	5/20/2024	\$64,984	6/16/2025	\$36,319
3/8/2021	\$133,224	4/4/2022	\$112,902	5/1/2023	\$90,095	5/27/2024	\$64,500	6/23/2025	\$35,777
3/15/2021	\$132,882	4/11/2022	\$112,517	5/8/2023	\$89,664	6/3/2024	\$64,016	6/30/2025	\$35,233
3/22/2021	\$132,538	4/18/2022	\$112,132	5/15/2023	\$89,231	6/10/2024	\$63,530	7/7/2025	\$34,688
3/29/2021	\$132,194	4/25/2022	\$111,746	5/22/2023	\$88,798	6/17/2024	\$63,044	7/14/2025	\$34,142
4/5/2021	\$131,849	5/2/2022	\$111,359	5/29/2023	\$88,363	6/24/2024	\$62,557	7/21/2025	\$33,595
4/12/2021	\$131,504	5/9/2022	\$110,971	6/5/2023	\$87,928	7/1/2024	\$62,068	7/28/2025	\$33,047
4/19/2021	\$131,157	5/16/2022	\$110,582	6/12/2023	\$87,492	7/8/2024	\$61,579	8/4/2025	\$32,498
4/26/2021	\$130,810	5/23/2022	\$110,193	6/19/2023	\$87,055	7/15/2024	\$61,088	8/11/2025	\$31,948
5/3/2021	\$130,463	5/30/2022	\$109,803	6/26/2023	\$86,617	7/22/2024	\$60,597	8/18/2025	\$31,396
5/10/2021	\$130,114	6/6/2022	\$109,412	7/3/2023	\$86,178	7/29/2024	\$60,104	8/25/2025	\$30,843
5/17/2021	\$129,765	6/13/2022	\$109,020	7/10/2023	\$85,739	8/5/2024	\$59,611	9/1/2025	\$30,290
5/24/2021	\$129,415	6/20/2022	\$108,627	7/17/2023	\$85,298	8/12/2024	\$59,116	9/8/2025	\$29,735
5/31/2021	\$129,065	6/27/2022	\$108,234	7/24/2023	\$84,856	8/19/2024	\$58,621	9/15/2025	\$29,178
6/7/2021	\$128,713	7/4/2022	\$107,840	7/31/2023	\$84,414	8/26/2024	\$58,124	9/22/2025	\$28,621
6/14/2021	\$128,361	7/11/2022	\$107,445	8/7/2023	\$83,971	9/2/2024	\$57,627	9/29/2025	\$28,063
6/21/2021	\$128,009	7/18/2022	\$107,049	8/14/2023	\$83,526	9/9/2024	\$57,128		
6/28/2021	\$127,655	7/25/2022	\$106,652	8/21/2023	\$83,081	9/16/2024	\$56,629		
7/5/2021	\$127,301	8/1/2022	\$106,254	8/28/2023	\$82,635	9/23/2024	\$56,128		
7/12/2021	\$126,946	8/8/2022	\$105,856	9/4/2023	\$82,188	9/30/2024	\$55,626		
7/19/2021	\$126,590	8/15/2022	\$105,457	9/11/2023	\$81,740	10/7/2024	\$55,124		
7/26/2021	\$126,234	8/22/2022	\$105,057	9/18/2023	\$81,291	10/14/2024	\$54,620		
8/2/2021	\$125,877	8/29/2022	\$104,656	9/25/2023	\$80,841	10/21/2024	\$54,115		
8/9/2021	\$125,519	9/5/2022	\$104,255	10/2/2023	\$80,391	10/28/2024	\$53,609		
8/16/2021	\$125,160	9/12/2022	\$103,852	10/9/2023	\$79,939	11/4/2024	\$53,102		
8/23/2021	\$124,801	9/19/2022	\$103,449	10/16/2023	\$79,486	11/11/2024	\$52,595		
8/30/2021	\$124,441	9/26/2022	\$103,045	10/23/2023	\$79,033	11/18/2024	\$52,086		
9/6/2021	\$124,080	10/3/2022	\$102,640	10/30/2023	\$78,578	11/25/2024	\$51,576		
9/13/2021	\$123,719	10/10/2022	\$102,234	11/6/2023	\$78,123	12/2/2024	\$51,065		
9/20/2021	\$123,356	10/17/2022	\$101,827	11/13/2023	\$77,667	12/9/2024	\$50,552		
9/27/2021	\$122,993	10/24/2022	\$101,420	11/20/2023	\$77,209	12/16/2024	\$50,039		
10/4/2021	\$122,629	10/31/2022	\$101,012	11/27/2023	\$76,751	12/23/2024	\$49,525		
10/11/2021	\$122,265	11/7/2022	\$100,602	12/4/2023	\$76,292	12/30/2024	\$49,010		
10/18/2021	\$121,899	11/14/2022	\$100,192	12/11/2023	\$75,832	1/6/2025	\$48,493		
10/25/2021	\$121,533	11/21/2022	\$99,782	12/18/2023	\$75,371	1/13/2025	\$47,976		

THIS SCHEDULE G, which completely replaces and supersedes any earlier schedule, or addendum, or other provision of the Agreement relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE: <u>Dorian L. West</u>	LESSOR: <u>Maverick Leasing, LLC</u>
By: <u>[Signature]</u> signature	By: <u>[Signature]</u> signature
<u>Dorian L. West</u> Authorized Rep.'s Name (Typed or Printed)	<u>John Culp</u> Authorized Rep.'s Name (Typed or Printed)
<u>Contractor</u> Title	<u>President</u> Title
<u>9/28/2020</u> Date	<u>9/28/2020</u> Date

2020 Cascadia Warranty Limits

Warranty statement in Maverick Leasing, LLC "Equipment Lease Agreement states:
"WE are not the manufacturer or dealer of the Equipment, and merely attempt to acquire Equipment from reliable sources that meet certain standards WE have established, but **THE CONDITION AND OPERATION OF THE EQUIPMENT YOU LEASE IS NOT WARRANTED OR GUARANTEED BY US FOR ANY PURPOSE, PARTICULAR OR OTHERWISE, AND IS LEASED ON AN "AS IS" BASIS AND YOU ACCEPT THE ENTIRE RISK AS TO THE VALUE, DESIGN, CONDITION, QUALITY, AND PERFORMANCE OF THE EQUIPMENT, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR USE.** If a standard warranty of the Equipment's manufacturer is applicable to the Equipment, WE will advise YOU and to the extent WE may do so, WE shall assign the warranty to YOU or otherwise give YOU the benefit WE receive. YOU acknowledge that YOU have been given the opportunity to inspect the Equipment prior to signing this Agreement and YOU accept it AS IS, subject only to the provisions of Section 4 above."

Standard warranty of the Equipment's manufacturer

- **MAJOR ENGINE COMPONENTS:**
5 YEARS/550,000 MILES (From Manufacture In-service date)
- **TRANSMISSIONS AND AXLES:**
5 YEARS/750,000 (From Manufacture In-service date)
(Synthetic oil must be used), Oil analysis required every 250,000 miles.
Axle Warranty excludes seals, hubs, or bearings.
- **CLUTCH:**
5 YEARS/500,000 (from Manufacture In-Service date)
- **EXTENDED BASIC:** *Select components within systems such as steering, cab/hood, wiring, cooling system, HVAC, suspension, charging, cranking, ignition, air intake, braking, lighting, fuel, and exhaust system(s). Does not include batteries, appliances, personal electronics, tires, paint, and brightwork.*
3 YEARS/450,000 (from Manufacture In-Service date)

It is acknowledged that warranty repairs must be facilitated through Maverick Leasing, LLC's Warranty department or any in-house shop location of Maverick Transportation, LLC. Failure to do so may disallow your warranty claim with the Equipment manufacturer.

YOU

By: Donian West

Date: 9/28/20

MAVERICK LEASING, LLC

By: John Culp, President

Date: _____

LESSEE ACKNOWLEDGEMENT

Lessor: Maverick Leasing, LLC

Lessee: Dorian L. West

Lessee acknowledges that Mercedes-Benz Financial Services USA LLC and Daimler Trust, and their respective successors, transferees and assigns ("Creditor") possesses an ownership or security interest in the equipment described below, which Lessee is leasing from the Lessor named above pursuant to a Lease Agreement or Lease Agreements (collectively, the "Lease") that Lessee has or will have with Lessor, and the right to proceeds, rental and other payments thereunder. Lessee agrees that upon notice from Creditor it will make rental payments due under the Lease directly to Creditor. Lessee also agrees that until such notice has been received from Creditor, it will not make more than one rental payment due under the Lease in advance. Lessee further agrees that it will not hold Creditor liable for the performance of any of Lessor's obligations under the Lease, nor will it withhold any rental payments from Creditor on account of Lessor's nonperformance.

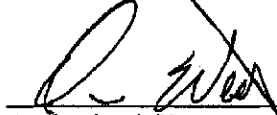
Equipment Description:

Year: 2020

Make: Freightliner

Serial #: 3AKJHHDV6LSLP6574

LESSEE: Dorian L. West



Authorized Signature

Contractor

Title

9/28/2020

Date

