



PERMIT BOOK

**1500 West Pointe Way
Sullivan, IL 61951
217.728.9800**

**ALL DOCUMENTS ARE CERTIFIED
COPIES OF THE ORIGINAL**



US DOT# 215522 MC# 161777

Required Permits & Documentation as of 03/01/2023

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	➤ Annual Vehicle Inspection Report (AVIR)
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	➤ OOP Lease Agreement (OOP Responsibility)

IMMEDIATELY FOLLOWING AN ACCIDENT:

Driver Instructions:

1. If possible, do not move vehicles.
2. Engage emergency flashers.
3. Check with others regarding their medical condition and call 911 if necessary.
4. Place flares & triangles as required.
5. Call your Driver Manager 217.728.9800 or After Hours 217.258.4506 for instructions. You may be required to take a drug and/or alcohol test *immediately*.
6. Cooperate with the authorities.
7. Complete the accident report in full and submit to Marvin Keller Safety within 24 hours.
8. Take Pictures. Include pictures of the damage and the area in which the accident occurred.
9. Do not discuss details about the accident with anyone unless authorized by the company.
10. Be polite, but offer no opinion as to cause.
11. NEVER allow a towing company to tow without the company's authorization.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler 800 Main St. Dubuque IA 52001		CONTACT NAME: To Request a Certificate PHONE (A/C, No, Ext): 888-785-4677 E-MAIL ADDRESS: certificates@cottinghambutler.com		FAX (A/C, No): 563-587-5866
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : The Travelers Indemnity Company of Connecticut		25682
		INSURER B : Arch Insurance Company		11150
		INSURER C : The Travelers Indemnity Company of America		25666
		INSURER D : Travelers Property Casualty Company of America		25674
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1177033424 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZAPKG6013707	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Except PPT'S			HE-840-9C587657-TCT-23	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB-4L144901-23-NG-G	3/1/2023	3/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cargo			QT-660-6J746524-TIL-23	3/1/2023	3/1/2024	Each Occur. 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

****FOR INFORMATION ONLY****
 For certificate requests please email
 Certificates@cottinghambutler.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

25682

COMPANY

The Travelers Indemnity Company of Connecticut



COMMERCIAL



PERSONAL

POLICY NUMBER

HE-840-9C587657-TCT-23

EFFECTIVE DATE

3/1/2023

EXPIRATION DATE

3/1/2024

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

FLEET

AGENCY/COMPANY ISSUING CARD

Cottingham & Butler

800 Main St.

Dubuque, IA 52001

INSURED

Marvin Keller Trucking, Inc.

1500 West Pointe Way

Sullivan, IL 61951

Report a Claim

877-241-6121

Examine Policy Exclusions Carefully

This Form Does Not Constitute Any Part of Your Insurance Policy.

SEE IMPORTANT NOTICE ON REVERSE SIDE

SERVICE DATE
October 13, 1995

INTERSTATE COMMERCE COMMISSION

PERMIT

MC 161777 SUB 5 P

MARVIN KELLER TRUCKING, INC.

Bethany, IL

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

By the Commission.

(SEAL)

VERNON A. WILLIAMS
Secretary

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

License

for Illinois Motor Fuel Use Tax



November 2, 2022



Letter ID: CNXXXXX8X5X11283

Account ID: 11276-73344

IFTA License no.: IL37133551801

Reporting period: December 31, 2023

#BWNKMGV
#CNXX XXX8 X5X1 1283#
MARVIN KELLER TRUCKING INC
1500 WEST POINTE WAY
SULLIVAN IL 61951-9170

	Illinois Department Of Revenue		IL37133551801 Illinois IFTA License Number
Illinois Interstate Motor Fuel Use Tax License issued under the International Fuel Tax Agreement (IFTA) Effective Date January 1, 2023 - December 31, 2023			
This license is valid for qualified vehicles operated by the licensee in all IFTA jurisdictions.			
MARVIN KELLER TRUCKING INC 1500 WEST POINTE WAY SULLIVAN IL 61951-9170 Licensee		NOTE This document or an exact reproduction of this document must be carried in the cab of each qualified vehicle registered under the Illinois IFTA program.	
		November 2, 2022 Date Issued	

Retain this portion for your records
Detach License here

Enclosed are your IFTA license and decals. You are required to make legible copies or electronic images of this license so a copy is carried in each qualified motor vehicle. This license is valid in all current IFTA jurisdictions.

Please read the Illinois Motor Fuel Use Tax Carrier Compliance Manual (MFUT-53) on our website at tax.illinois.gov to familiarize yourself with IFTA requirements.

Each vehicle must display one set of decals on the exterior portion of the qualified motor vehicle's cab — one decal on each side. Do not display decals on windshields, side vent windows, saddle tanks or trailers. You must remove all expired decals. Failure to display the decals in the required location may result in a citation issued by law enforcement officials. In addition, jurisdictions may require you to purchase a single trip permit if decals are not properly displayed.

THESE 2023 CREDENTIALS MAY BE DISPLAYED BEGINNING NOVEMBER 1, 2022

If, at any time during the year, you go out of business or otherwise voluntarily close your Motor Fuel Use Tax account, please contact us. Upon closure of your account, you will be required to destroy this license and all copies. You also must remove all related decals issued by the Illinois Department of Revenue.

If you have any questions, please contact our Springfield office weekdays between 8:00 a.m. and 4:00 p.m. Our email address and telephone number are below.

ALCOHOL, TOBACCO, AND FUEL DIVISION
ILLINOIS DEPARTMENT OF REVENUE
217 785-1397
REV.IFTA@illinois.gov

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2021-2024**

Registrant: MARVIN KELLER TRUCKING INC

ATTN: Amanda McKee
1500 WEST POINT WAY
SULLIVAN, IL 61951

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050321550209DF Effective: July 1, 2021 Expires: June 30, 2024

HM Company ID: 37060

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES
Highway Use Fee Permit



aL048

Rev. 11/22

CT Tax Registration No.: 101180375-000
Letter ID: L0003188844
Date Issued: December 08, 2022

MARVIN KELLER TRUCKING
PO BOX 587
SULLIVAN IL 61951-0587



aL048

Highway Use Fee Permit

The Department of Revenue Services (DRS) hereby approves your application to register for the Highway Use Fee. Accordingly, and consistent with this approval, please find below your Highway Use Fee Permit.

In accordance with Connecticut law, you must place a copy of your permit in each vehicle that you operate or caused to be operated in the State of Connecticut on or after the effective date of said permit. Your permit is not assignable.

To the extent you have questions regarding your permit or the Highway Use Fee, please visit **portal.ct.gov/DRS** or call the DRS' dedicated Highway Use Fee line at **860-297-5677**, Monday through Friday, 8:30AM to 4:30PM.

Cut here

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**A COPY OF THIS LICENSE MUST BE PLACED IN EACH ELIGIBLE MOTOR VEHICLE OPERATED
OR CAUSED TO BE OPERATED IN CONNECTICUT BY THE CARRIER NAMED ON THE PERMIT**



Department of Revenue Services
450 Columbus Blvd. Suite 1
Hartford, CT 06103
aL048 (Rev. 11/22)

MARVIN KELLER TRUCKING
1500 WEST POINTE WAY
SULLIVAN IL 61951-9170

CONNECTICUT HIGHWAY USE FEE

State of Connecticut
Department of Revenue Services
450 Columbus Blvd. Suite 1
Hartford, CT 06103

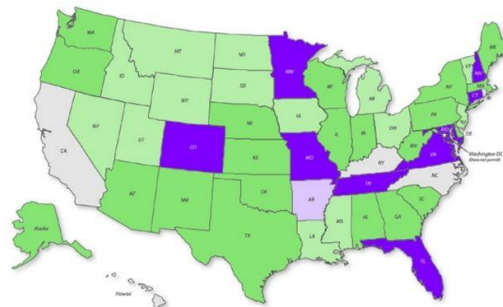
**HIGHWAY USE FEE PERMIT
NOT TRANSFERABLE**

CT Tax Registration No.

101180375000

APU WEIGHT EXEMPTION

APU Weight Exemption Status



eAPU EQUIPPED

Manufacturer:

Phillips & Temro Industries®
9700 West 74th Street
Eden Prairie, MN 55344
(952) 941-9700

Idle Free® Systems APU Product:

- Battery Powered A/C Unit
- Battery Powered Coolant Heater
*optional for Series 3000 and 4000 models
- Battery Charger
- Power Inverter
- Shore Power

IDLE FREE eAPU SERIES	WEIGHT CERTIFICATION
SERIES 1000	630 LBS
SERIES 2000	630 LBS
SERIES 3000	622 LBS
SERIES 4000	622 LBS

Any vehicle that utilizes an auxiliary power or idle elimination technology unit in order to promote reduction of fuel use and emissions because of engine idling, may be allowed up to an additional 550 lbs.

For current weight exemptions by state, visit:

<http://energy.gov/eere/vehicles/articles/february-2016-national-idling-reduction-network-news>

1. To be eligible for this exemption, the operator of the vehicle must be able to prove:
 1. By written certificate, the weight of the APU
 2. By demonstration or certification, that the idle reduction technology is fully functional at all times.
2. Certification of the weight of the APU must be available to law enforcement officers if the vehicle is found in violation of applicable weight laws.

Registration Document



The U.S. Environmental Protection Agency recognizes

Marvin Keller Trucking Inc.

As a Registered

SmartWay® Transport Partner

Partnership Date: 02/17/2009

SmartWay ID: 12178327

Expires: 02/28/2024

Matthew Payne

Acting Center Director, SmartWay Transport Partnership

EQUIPMENT LEASE AGREEMENT WITH PURCHASE OPTION

EQUIPMENT LEASE AGREEMENT, made and entered into this 1st day of January 2020, by and between **Marvin Keller Trucking Inc.** ("Lessor") and **Western Finance Group Inc.** ("Lessee").

In consideration of their mutual promises and other valuable considerations, Lessor and Lessee agree as follows:

1. **Lease of Equipment.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment described in Appendix A attached hereto (the "Equipment").
2. **Term.** The term of this Lease shall be for a term of approximately 60 months, commencing on the date of this Agreement.
3. **Lease Payments.**
 - a. Rent. Lease payment shall be collected by Lessor on a weekly basis from the settlements of the Independent Contractors who are under a valid lease/purchase agreement with Lessee. Lessor will transfer these payments to Lessee on a weekly basis, and will prepare an invoice in the amount collected to bill Lessee for purchase of the equipment. Upon receipt of these funds, Lessee will transfer the same amount to Lessor in payment of the loan established between the entities per this Agreement.
 - b. Additional Charges. After delivery of the Equipment, Lessee shall pay Lessor, in addition to the amount specified above, all charges for structural alteration, special equipment, painting, lettering or artwork requested by Lessee. Such charges shall be separately invoiced and shall be due upon receipt. Lessee shall obtain written authorization from Lessor prior to making any alteration to the Equipment. Lessee shall bear the cost of any modification or additional equipment required to bring the Equipment into compliance with statutory regulations implemented after execution of this Agreement.
 - c. Mileage Determination. For purposes of computing all owed mileage charges, miles shall be determined by the odometer reading on the Equipment or such other standard recording devices as may be attached to the Equipment. Lessee shall immediately report to Lessor in writing any malfunction of the odometer or recording device on the Equipment. In the event of such malfunction, mileage shall be computed by trip reports, driver logs, or by applying the daily average mileage for the prior

thirty (30) days, or such lesser number of days that the Equipment has been in service. Lessee shall provide Lessor all mileage readings when requested by Lessor.

4. **Offset.** Lessee hereby waives any and all existing and future claims, defenses, and offsets against any rent or other payments due hereunder. Lessee agrees to pay the rent and other amounts hereunder regardless of any claim, defense, or offset that may be asserted on its behalf.
5. **Option to Purchase.** Provided that Lessee has made all rent payments to Lessor as required under this Agreement, Lessee shall have the right and privilege, at its option, to purchase the Equipment at the termination date of this Agreement or as otherwise set forth in this Agreement. This option shall be exercised by written notice to the Lessor, or any assignor of Lessor, by Lessee at any time during the term of this Agreement, together with payment of the full net cash purchase price of the Equipment. The net purchase price for the Equipment shall be the balance remaining per Lessee's lease/purchase agreement with an Independent Contractor for the Equipment. On the exercise of this option, Lessor shall duly 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 (other than encumbrances, security interest or liens suffered or permitted by Lessee to become effective thereon), upon payment by Lessee in cash or certified check of the net cash purchase price. In addition to payment of the net cash purchase price, Lessee shall, at the time of purchase, pay Lessor for the amount of any unexpired licenses, applicable taxes, and other pre-paid expenses previously paid by Lessor for the Equipment prorated to the date of the sale and Lessee shall be responsible for any sales or use tax arising from the purchase.
6. **Use and Compliance with Applicable Laws.** Lessee agrees that all Independent Contractors purchasing Equipment pursuant to a separate lease/purchase agreement shall also enter into an operating agreement during the term of this Agreement with Marvin Keller Trucking, Inc. (the "Operating Carrier") for the purposes of providing transportation services in interstate and/or intrastate commerce pursuant to the Federal Highway Administration's ("FHWA") leasing regulations (49 C.F.R. Part 376). In the event that the Operating Lease between Lessee and Operating Carrier is terminated during the term of this Agreement, Lessee shall have the option of: (1) exercising the purchase option contained in this Agreement by paying Lessor the net cash purchase specified in Paragraph 5 together with all remaining rent payments to be made pursuant to Paragraph 3, within ten (10) days from the date of such termination; or (2) turning in the Equipment to Lessor immediately,

in which case the termination provision specified herein shall apply. Lessee shall use the Equipment in a careful and proper manner. Lessee shall not use the Equipment in violation of any foreign, federal, state, territorial, or municipal law or regulation and shall be solely responsible for any fines, penalties, or forfeitures occasioned by any violation thereof while using the Equipment. Lessee shall not operate the Equipment in any manner which would contravene the uses and purposes stipulated in the insurance policies referred to in Paragraph 15 hereof. Nothing herein shall authorize Lessee or any other person to operate the Equipment, or to incur any liability or obligation, on behalf of Lessor.

7. **Maintenance.** Lessee agrees to comply with Lessor's maintenance program during the term of this Agreement. Lessee shall service, maintain and repair the Equipment at facilities approved by Lessor during the term of this Agreement. Lessee further agrees to maintain the Equipment in accordance with the regulations of the U.S. Department of Transportation and, Lessee shall pay the cost of all maintenance and repairs as are necessary for its safe and efficient operation, including maintenance, inspections, or repairs sufficient to comply with all applicable statutes and government rules and regulations.
9. **Alteration.** Without the prior written consent of Lessor, Lessee shall not make any alterations, additions, or improvements to the Equipment. Lessor may at its option make such alterations, additions, or improvements as it shall deem appropriate.
10. **Condition of the Equipment.** Acceptance of the Equipment by Lessee at the time of delivery shall constitute Lessee's acknowledgment that the Equipment is fit for use and is in good, safe, serviceable, and worthy condition. Lessee shall immediately inspect the Equipment delivered pursuant to this Lease, and shall notify Lessor in writing of any defects in the Equipment. If Lessor receives no such written notice within three (3) days after delivery of any item of the Equipment, Lessee will be presumed, as between Lessor and Lessee, to have accepted the Equipment and to be satisfied with the Equipment in such condition and repair.
11. **Inspection.** Lessor shall have the right to inspect the Equipment upon request and at least once every ninety (90) days at Lessor's place of business.
12. **Surrender.** Upon the expiration or earlier termination of this Lease, with respect to any item of the Equipment, Lessee shall return the same to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, within two (2) days following such expiration or termination.

13. **Representation and Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT. Lessee shall lease the Equipment "as is" under this Agreement. Lessee agrees that it has selected the Equipment upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor or any persons on Lessor's behalf. Lessor hereby assigns to Lessee for and during the Lease term all manufacturer's warranties or guarantees, expressed or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties or guarantees at Lessee's expense. LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR CHARACTER RESULTING FROM THE USE, MISUSE, OPERATION OR MAINTENANCE OF THE EQUIPMENT BY LESSEE.
14. **Risk of Loss.** Lessee hereby assumes and shall bear the entire risk of loss, theft, destruction, and damage to the Equipment while in its possession, from any cause whatsoever. Occurrence of any such loss or damage shall not relieve Lessee of any obligation imposed under this Agreement.
15. **Insurance.**
- a. **Insurance Policies Purchased by Lessee.** Lessee shall secure and maintain in effect throughout the term hereof insurance covering the Equipment and insuring the Equipment against all risk of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Lessor. All of such insurance shall be in the form and amounts and with companies approved by Lessor, and shall be in the joint names of Lessor and Lessee. Lessee shall pay the premium therefore and shall deliver said policies, or duplicates thereof, to Lessor. Each insurer shall agree, by endorsement on the policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days written notice before the policy in question shall be altered or cancelled.
- b. **Duty of Lessee to Cooperate.** In the event of loss or damage to the Equipment, Lessee shall immediately report such loss or damage to Lessor, to the insurance companies underwriting such risk, and to any and all applicable governmental agencies, both federal and state, and shall furnish such information and execute such

documents as may be required and necessary to collect the proceeds from the insurance policies.

- c. **Use of Proceeds of Insurance.** In the event of, and only to the extent that there is, loss or damage to the Equipment which is covered by the insurance required hereunder, the proceeds of such insurance shall be applied, at Lessor's sole option (a) for the replacement, restoration, or repair of the Equipment, or (b) toward the payment of the Lessee's obligations hereunder. In the event that Lessor elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue in full force and effect without abatement of rent. In the event Lessor elects to apply insurance proceeds to the payment of Lessee's obligations to pay rent hereunder, the Lessee's obligation for all or part of the rent shall cease only with respect to that part of the Equipment or that piece of Equipment lost or damaged, the amounts of rent so abated in no event to exceed the amount of insurance settlement received by Lessor and to be apportioned equally as reductions in the amounts remaining payable for the balance of the term hereunder.
16. **Lessee's Indemnity.** Lessee agrees as part of the consideration for this Lease, to indemnify and save harmless Lessor and its successors and assigns from and against any and all loss, damage, claims, demands and liability of every nature, including reasonable attorney's fees, arising directly or indirectly from or in connection with Lessee's possession, use or operation of the Equipment, including actions or claims for negligence or strict liability in tort but excluding losses, damages, claims, demands, or liabilities arising out of Lessor's intentional or grossly negligent acts.
17. **Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances and shall pay any and all taxes, assessments, license fees, registration fees, and similar charges on or relating to the Equipment, including without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other governmental fees and charges on or relating to the Equipment, including all such taxes, assessments, fees, and charges upon Lessor by reason of the ownership of the Equipment, and all such taxes, assessments, fees, and charges on the use, rental shipment, transportation, delivery, or operation of the Equipment excepting, however, federal, state, and local net income taxes.
18. **Lessee's Failure to Maintain Insurance.** In the event Lessee fails to secure and maintain adequate insurance coverage, or to pay taxes, assessments, licenses, fees, or other similar charges, all as hereinabove specified, Lessor may, at its option, effect such insurance, or pay such

taxes, assessments, licenses, fees or other similar charges, as the case may be. In such event, the cost thereof shall be payable by Lessee to Lessor as additional rent with the next installment.

19. **Title to the Equipment.** Lessor shall retain full legal title to the Equipment, and it is understood that the Lessee shall acquire no right, title, or interest to the Equipment, except as expressly set forth in this Agreement.
20. **Assignments and Sublettings.** Lessee shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Equipment or any part thereof, nor grant a license or concession in connection therewith, without the prior written consent of Lessor.
21. **Event of Default.** Any of the following shall be deemed an "Event of Default":
 - a. Failure of Lessee to pay any rent installment payment within five (5) days of the date upon which the same becomes due;
 - b. Any breach or failure of Lessee to observe or perform any of its other obligations under this Lease, which shall continue for fifteen (15) days after notice in writing to Lessee of the existence of such default;
 - c. Abandonment of the Equipment;
 - d. Dissolution, liquidation, or termination of the business of Lessee; insolvency or failure of Lessee to pay its debts as they mature in the ordinary course of business; the making of an assignment for the benefit of the creditors of Lessee; the filing of a voluntary petition in bankruptcy by Lessee; the filing of a petition or answer by Lessee seeking a reorganization, arrangement, composition, readjustment, liquidation, or other relief of the same or different kind under any provisions of the federal bankruptcy laws or any other provisions of the federal bankruptcy laws or any other applicable insolvency law or statute; the adjudication of Lessee as a bankrupt or insolvent; the appointment of a trustee, receiver, guardian, conservator or liquidator of Lessee with respect to all or substantially all of its property; the filing of an involuntary petition in bankruptcy against Lessee, or the filing of a petition against Lessee seeking a reorganization arrangement, composition, readjustment, liquidation, or other relief of the same or different kind under any provision of the bankruptcy laws or any applicable insolvency law or statute, and the failure of Lessee in good faith to

commence promptly and pursue diligently action to dismiss such petition;

- e. The taking by any party of the Equipment, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity enforced against Lessee;
- f. If, in Lessor's reasonable opinion, Lessee has neglected, abused or misused the Equipment in any way; or
- g. If the Operating Agreement between Lessee and the Operating Carrier is terminated by either party for any reason.

22. **Lessor's Remedies.** Upon the occurrence of any Event of Default, Lessor may, at its option, in addition to any other remedy or right it has hereunder or by law:

- a. Declare the entire amount due hereunder immediately due and payable without notice or demand to Lessee;
- b. Recover from Lessee an amount equal to the unpaid balance due and to become due under this Lease;
- c. Cause Lessee, at Lessee's expense, to return the Equipment to Lessor at a point in the United States designated by Lessor, or Lessor, through its employees, agents or attorneys, may enter upon the premises where the Equipment is located and take immediate possession of the same without demand or legal process and need of all rights of Lessee, in which case Lessee authorizes Lessor or its agents to enter upon any premises where the Equipment may be found for the purpose of repossessing the same, and Lessee specifically waives any right of action it might otherwise have arising out of such entry and repossession whereupon all rights of Lessee in the Equipment shall terminate immediately. No such retaking of possession shall constitute a termination of this Lease unless Lessor so notifies Lessee in writing;
- d. Terminate this Lease and retain all prior payments of rent and retake possession of the Equipment as hereinbefore provided; or
- e. Pursue any other remedy it may have at law or equity.

23. **Lessor' Expenses.** Lessee shall pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising any of its

rights or remedies hereunder or enforcing any of the terms, covenants, or conditions hereof.

24. **Authority to File.** Lessee authorizes Lessor to prepare and file a financing statement, or any other documents which Lessor elects to file, with respect to the Equipment and this Lease signed only by Lessor. Lessor and Lessee specifically intend this transaction to be a true lease, and it is expressly agreed and understood that neither this provision nor any other provision of this Lease or any filing with respect to it is intended to make it a security agreement. Rather, any such filing by Lessor is intended solely for Lessor's protection in the event of a determination contrary to the intentions expressed in this paragraph.
25. **Notices.** Any notices to be given hereunder shall be deemed sufficiently given when in writing and when (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:
- a. If to Lessor: **Marvin Keller Trucking Inc.**
1500 West Pointe Way
Sullivan, Illinois 61951
- b. If to Lessee: **Western Finance Group Inc.**
201 East 5th Street Suite 1302
Sheridan, Wyoming 82801
- Such addresses may be changed by either party by written advice as to the new address. Each party shall be under a continuing duty to provide a correct address to the other.
26. **Entire Lease.** This Lease contains the entire understanding among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Lease.
27. **Parties' Obligations Binding.** This Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns where permitted by this Lease.
28. **Lease and Counterparts.** This Lease and any amendments hereto may be executed in several counterparts and when executed shall constitute one agreement binding upon all of the parties hereto, notwithstanding that all are not signatories to the original or the same counterpart.

29. **Nonwaiver.** No waiver of any term, covenant, or condition of this Lease shall be valid unless in writing and signed by the party or person to be charged. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the term, covenant, or condition to be performed by Lessee to which the same may apply, and until complete performance by Lessee of any term, covenant, or condition, Lessor shall be entitled to invoke and remedy available to Lessor under this Lease or by law or in equity despite said forbearance or indulgence.
30. **Applicable Law.** This Lease and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Illinois, and in the event of any disagreement, the laws of this state shall apply and suit must be brought in Illinois.
31. **Severability.** If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, and unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had ever been contained herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

"LESSOR"

"LESSEE"

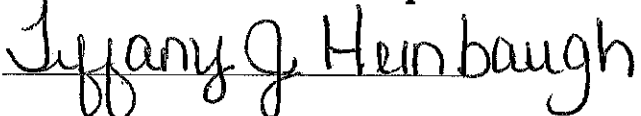
Marvin Keller Trucking Inc.

By: 

Printed:

Address: 1500 West Pointe Way
Sullivan, IL 61951

Western Finance Group Inc.

By: 

Printed:

Address: 201 E 5th St. Suite 1302
Sheridan, WY 82801