Case 18-12378-KG Doc 242 Filed 11/16/10 Docket #0243 Date Filed: 11/16/2018

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	: Chapter 11
WELDED CONSTRUCTION, L.P., et al.,1	: Case No. 18-12378 (KG)
	: Hearing Dated: 11/19/18 @ 11:00 (et
Debtors.	: Jointly Administered

AMENDED OBJECTION AND RESERVATION OF RIGHTS OF PACCAR FINANCIAL CORP. TO: (A) DEBTORS' MOTION FOR AN ORDER ESTABLISHING PROCEDURES FOR SALES OF CERTAIN MISCELLANEOUS ASSETS OUTSIDE THE ORDINARY COURSE OF BUSINESS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE ("DEBTORS' SALE PROCEDURES' MOTION"); AND OBJECTION TO (B) MOTION OF THE DEBTORS FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION SECURED FINANCING, (II) AUTHORIZING THE USE OF CASH COLLATERAL, (III) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY AND (VI) SCHEDULING A FINAL HEARING (DEBTORS' FINANCING MOTION")

PACCAR Financial Corp. ("PFC"), a creditor, and party in interest of the Debtor, Welded Construction, L.P., by and through its undersigned counsel, hereby files this amended objection to the Debtors' Sale Procedures' Motion and Debtors' Financing Motion (the "Objection"). In support of the Objection, PFC states as follows:

#### **BACKGROUND**

1. The Debtor has possession of twenty-four (24) Peterbilt trucks on which PFC maintains ownership liens (the "Trucks"). A list of the Trucks is attached to the Debtors' motion

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtor's is 26933 Eckel Road, Perrysburg, OH 43551.



regarding Cash Collateral [Doc. 92-1], and is attached hereto as Exhibit "A." A summary of those accounts prepared by PFC is attached hereto as Exhibit "B."

- 2. PFC holds perfected secured liens on the Trucks. Attached hereto as Exhibit "C" is a copy of the Proof of Claim that PFC has mailed via FedEx to the claims agent as of November 16, 2018.
- 3. PFC does not know if the Trucks are going to be considered as "certain of the Debtors' Miscellaneous Assets" subject to the arbitrary sale procedures set forth in the Debtors' Sale Procedures' Motion [Doc. 129], as Exhibit A [Doc. 129-2] that was to describe the Miscellaneous Assets was not attached to the filing.
- 4. PFC previously filed an objection to the Debtors' Sale Procedures' Motion on November 12, 2018.

#### AMENDED OBJECTION OF PFC TO DEBTORS' SALE PROCEDURES' MOTION

- 5. The undersigned counsel for PFC has been able to work with the Debtors' counsel with respect to the timing of the service of the potential future Notices, the objections deadlines thereon and the hearings set upon those potential objections. PFC again requests that Debtors be required to file a Notice of Sale on the docket for every transaction, whether the transaction is less than, or more than, \$300,000.00.
- 6. PFC objects generally to paragraphs in the Sales Procedures' Motion that are written in an unclear manner and, can be read to strip lienholders rights in favor of the DIP Lender.
- 7. PFC specifically objects to the content of Paragraph 2(i) of the redlined proposed Order submitted by the Debtors to the Court on November 15, 2018 that states:

- "Unless otherwise ordered by the Court, the Debtors shall cause the proceeds of all sales of any Miscellaneous Assets authorized by this Court pursuant to the Miscellaneous Asset Sale Procedures to be applied in accordance with the terms of the Debtors' post-petition financing and any interim and final orders approving such financing."
- 8. PFC objects to the ambiguous language regarding the distribution of proceeds of a potential sale of assets. Debtor's reference to an un-entered Financing Order being submitted in the future is not acceptable to PFC.
- 9. PFC also reserves the right to inspect its collateral in advance of any Notice of Sale that would include its collateral.

#### **OBJECTION OF PFC TO FINANCING MOTION**

- 10. PFC objects to the Second Financing Order as it fails to attach a budget to which it refers. PFC also notes that Debtor also failed to attach a budget in their original Financing Motion. If Creditors are to reference the budget filed by the Debtors at Docket# 44, this must be clearly stated, rather than left to interpretation.
- 11. PFC does not have enough detailed financial information to consent to the Debtors' use of cash collateral and obtaining of post-petition secured financing, and is compelled to object to DIP Collateral including any of PFC's Trucks that the Debtor Welded Construction, L.P. leases from PFC and the proceeds thereof.
- 12. PFC objects to Debtors' use of cash collateral and obtaining of post-petition secured financing Until PFC can view the bankruptcy schedules due to be filed on or before 12/19/2018.
  - 13. PFC objects to granting the lender stay relief and "adequate protection."
- 14. In the Second Financing Order filed with the Court on November 15, 2018, the Debtors state, *inter alia*:

- "Equipment Leases. Notwithstanding anything to the contrary herein, with respect to the Debtor's executory contracts and/or unexpired leases of equipment and/or other personal property (Leased Equipment"), any liens and/or security interests granted to the DIP Lender herein shall attach to the Debtors' interest or interests in the executory contracts and/or unexpired leases corresponding to such Leased Equipment, and no such liens and/or security interests shall attach to or against the underlying Leased Equipment. All right, title and ownership of such Leased Equipment is, and shall remain, exclusively held by the non-Debtor lessors of the Leased Equipment and the Debtors and the estates of the Debtors neither hold nor shall obtain hereunder any interest or interest in the underlying Leased Equipment, except as explicitly provided for in such corresponding executory contracts and/or unexpired leases; provided however, that to the extent any such Leased Equipment is determined in a final, nonappealable order entered by this Court to be the property of the Debtors, rather than property of the lessors, any liens and/or security interests granted to the DIP Lender herein shall be junior in priority only to prior valid unavoidable, perfected liens and security interests in such Leased Equipment held by the lessor as of the Petition Date."
- 15. The latter paragraph is not abundantly clear but is extremely important. For example, why use the terms "provided however" which makes it seems as if the Debtors are planning to interpret the last clause of the paragraph to be adverse to the Lessors. To the extent that this paragraph means that the DIP Lender will be junior to all liens of PFC perfected as of the Petition Date it is acceptable, otherwise it is not.
- 16. PFC reserves its right to oppose the final financing of the Debtors to the extent that it perceives that the Debtors are not being forthright with respect to its Leased Equipment.

WHEREFORE, PACCAR Financial Corp. respectfully requests that this Court order the Debtors to

- a) Correct the filing deficiency of Doc. 129-2 wherein the Exhibit A that lists the description of Miscellaneous Assets was not attached;
- b) Clarify the description of how distribution of funds will be administered on potential sales;
- c) Permit PFC to inspect its collateral within 30 days;
- d) File a Notice of Sale on the docket for every sale transaction, whether the transaction is less than, or more than, \$300,000.00;

- e) Correct the filing deficiency that omits the budget referenced in the Financing Motion and second Financing Order;
- f) Clarify its position with respect to the potential sale proceeds so it is clear that the Debtor is not seeking to sell assets upon which PFC has perfected secured liens as of the Petition Date, and not provide PFC will payment, and provide clarity to the ambiguous language as to all distributions being made to Debtors' lender.

#### FINEMAN KREKSTEIN & HARRIS PC

By: /s/Deirdre M. Richards

Deirdre M. Richards (No. 4191) Fineman Krekstein & Harris PC 1300 N. King Street

Wilmington, DE 19801 Telephone: (302) 538-8331 Facsimile: (302) 394-9228

<u>drichards@finemanlawfirm.com</u> *Attorneys for PACCAR Financial Corp.* 

Dated: 11/16/18

# EXHIBIT "A"

Serial	****	Current Location	Start	Duration	1/22/2017	2/21/2017	3/23/2017	4/22/2017	5/23/2017	6/22/2017	7/23/2017	8/23/2017
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1XPXD49X0JD433188 }F	Peterbilt		4/17/2017	36					2,695.22	2,695.22	2,695.22	2,695.22
1XPXD49X7JD433186 {F	Peterbilt		4/17/2017	36					2,695.22	2,695.22	2,695.22	2,695.22
1XPXD49X8JD433245	Peterbilt		4/17/2017	36}					2,695.22	2,695.22	2,695.22	2,695.22
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	Peterbilt		6/1/2014	09	1,918.18	1,918.18	1,918.18	1,918.18	1,918.18	1,918.18	1,918.18	1,918.18
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	Peterbilt		4/28/2014	09	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83
	Peterbilt		4/28/2014	09	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83
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	Peterbilt		4/28/2014	06	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83	2,337.83
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XPTD40XXFD270293							* * *					***************************************
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1XPXP4EX7FD270284											***************************************	
IXPXP4EXXFD270280												ROLLING KATANASAKA
1XPXP4EX5JD433183	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70					
IXPXP4EX7JD433184	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70					COCCOCCOCCOCCCCCCCCCCCCCCCCCCCCCCCCCCC
1XPCP4EX7GD345890	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29					
1XPCP4EX9GD345891	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29					
1XPCP4EX7HD409010	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29	3,504.29				***************************************	*************
1M2BD02Y7GM001760	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32				
1M2BD02Y9GM001761	4,077.32		4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32				
1M1BD02Y8HM002003	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32				
1M2BD02Y8GM001749	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32				
1M2BD02Y4HM001779	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32				
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PACCAR Leases							***		3.5			
Serial	9/22/2019	10/23/2019	11/22/2019	12/23/2019	1/23/2020	2/20/2020	3/22/2020	4/21/2020	5/22/2020	6/21/2020	7/22/2020	8/22/2020
1XPXP4EX0FD270286				Case 18-j	12378-KG Dod	92-1 Filed 10/25/18	Page 15	5 of 176		***		
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1XPXD49X0JD433188												
1XPXD49X7JD433186								-		***		
1XPXD49X8JD433245												
1XPXD49XXJD433246									· · · · · · · · · · · · · · · · · · ·	***************************************		
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1XPTD40X5FD270296				***************************************				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		· · · · · · · · · · · · · · · · · · ·		
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1XPTD40X8FD270289												
1XPTD40X8FD270292											***************************************	-
1XPTD40XXFD270293 ;								***************************************	***************************************	***	-	
1XPXP4EX1FD270281									-		-	
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1XFXP4EX5FD270283		ļ							***************************************		*	
1XPXP4EX7FD270284					-		***************************************	**************************************	*	· ·	-	
1XPXP4EXXFD270280										***************************************		-
1XPXP4EX5JD433183	3,266,70		3,266,70	3,266.70	3,266.70	3,266,70	3,266.70					***************************************
in a c	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70	3,266.70					
1XPCP4EX7GD345890	3,504.29	3,504.29	3.504.29	3,504.29	3.504.29	3,504.29						
1XPCP4EX9GD345891	3,504,29	3,504.29	3,504.29	3,504.29		3,504.29	3,504.29					
1XPCP4EX7HD409010	3,504.29	3,504.29	3,504,29	3,504,29								
1M2BD02Y7GM001760	4,077.32	4,077.32	4,077.32	4,077.32	4.077.32			4.077.32				
1M2BD02Y9GM001761	4,077.32	4.077.32	4,077.32	4,077.32				4,077.32				
1M1BD02Y8HM002003	4,077.32	4,077.32	4.077.32	4,077.32	4,077.32	4.077.32	4,077.32	4,077.32				
1M2BD02Y8GM001749	4,077.32		4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32				
1M2BD02Y4HM001779	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077.32	4,077,32	4,077.32				
	******			******			***************************************	******				
***	37,432,87	37,432.87	37,432,87	37,432.87	37,432.87	37,432.87	37,432,87	20,386.60		,		

# EXHIBIT "B"

#### Case 18-12378-KG Doc 243-2 Filed 11/16/18 Page 2 of 2

#### Summary of Accounts for PACCAR Financial Corp. - Detailed by Unit In re: Welded Construction, L.P. Ch. 11 Case No. 18-12378-KG District of Delaware

Unit	Lease	Acct	Year Make Model	Full VIN	Monthly	Schedule A	Nov 2018 - *C&T	C&T Payoff
1	1	4677	2015 Peterbilt 367	1XPTD40X8FD270289	1,919.30	120,076.00	32.26%	38,736.52
2	1	4677	2015 Peterbilt 367	1XPTD40X4FD270290	1,919.30	120,076.00	32.26%	38,736.52
3	1	4677	2015 Peterbilt 367	1XPTD40X6FD270291	1,919.30	120,076.00	32.26%	38,736.52
4	1	4677	2015 Peterbilt 367	1XPTD40X8FD270292	1,919.30	120,076.00	32.26%	38,736.52
5	1	4677	2015 Peterbilt 367	1XPTD40XXFD270293	1,919.30	120,076.00	32.26%	38,736.52
6	1	4677	2015 Peterbilt 367	1XPTD40X1FD270294	1,919.30	120,076.00	32.26%	38,736.52
7	1	4677	2015 Peterbilt 367	1XPTD40X3FD270295	1,919.30	120,076.00	32.26%	38,736.52
8	1	4677	2015 Peterbilt 367	1XPTD40X5FD270296	1,919.30	120,076.00	32.26%	38,736.52
					15,354.40	960,608.00		309,892.14
9	2	4743	2015 Peterbilt 389	1XPXP4EXXFD270280	2,337.83	146,260.00	32.26%	47,183.48
10	2	4743	2015 Peterbilt 389	1XPXP4EX1FD270281	2,337.83	146,260.00	32.26%	47,183.48
11	2	4743	2015 Peterbilt 389	1XPXP4EX3FD270282	2,337.83	146,260.00	32.26%	47,183.48
12	2	4743	2015 Peterbilt 389	1XPXP4EX5FD270283	2,337.83	146,260.00	32.26%	47,183.48
13	2	4743	2015 Peterbilt 389	1XPXP4EX7FD270284	2,337.83	146,260.00	32.26%	47,183.48
					11,689.15	731,300.00		235,917.38
14	3	4776	2015 Peterbilt 389	1XPXP4EX0FD270286	2,438.32	152,547.00	32.26%	49,211.66
15	4	7994	2018 Peterbilt 389	1XPXP4EX5JD433183	3,268.19	166,915.24	85.73%	143,096.44
16	4	7994	2018 Peterbilt 389	1XPXP4EX7JD433184	3,268.19	166,915.24	85.73%	143,096.44
			Unpaid lease pyint 10/17/18					2.98
					6,536.38	333,830.48		286,195.85
17	5	2093	2017 Peterbilt 389	1XPXD49X4HD391313	2,894.64	139,767.00	83.76%	117,068.84
18	5	2093	2018 Peterbilt 389	1XPXD49X7JD433186	2,701.47	139,767.00	86.35%	120,688.80
19	5	2093	2018 Peterbilt 389	1XPXD49X0JD433188	2,626.67	139,767.00	87.35%	122,086.47
20	5	2093	2018 Peterbilt 389	1XPXD49X8JD433245	2,626.67	139,767.00	87.35%	122,086.47
21	5	2093	2018 Peterbilt 389	1XPXD49XXJD433246	2,626.67	139,767.00	87.35%	122,086.47
			Unpaid lease pymt 10/17/18					13,476.12
					13,476.12	698,835.00		617,493.19
22	6	2432	2016 Peterbilt 567	1XPCP4EX7GD345890	3,476.67	152,446.00	79.73%	121,545.20
23	6	2432	2016 Peterbilt 567	1XPCP4EX9GD345891	3,466.72	152,125.00	79.77%	121,350.11
24	6	2432	2017 Peterbilt 567	1XPCP4EX7HD409010	3,569.48	164,365.00	81.69%	134,269.77
			Unpaid lease pymt 10/17/18		40.540.07	469 026 00		10,512.87
					10,512.87	468,936.00		387,677.95
Total D	Due on 10		- Date of Ch. 11		60,007.24			1,886,388.17

<sup>\*</sup> C&T = Casualty & Termination Value

Unpaid Pre-Petition Payments <b>Due 10/17/18</b> (#7994)			2.98
Unpaid Pre-Petition Payments Due 10/17/18 (#2093)			13,476.12
Unpaid Pre-Petition Payments Due 10/17/18 (#2432)			10,512.87
Past Due Balance			23,991.97

## EXHIBIT "C"

Fill in this in	formation to identify the case:
Debtor	WELDED CONSTRUCTION, L.P., et al.,
United States I	Bankruptcy Court for the: District of Delaware
	18-12378 (KG)
Case number	10-12070 (NG)

#### Official Form 410

#### **Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

F	Part 1: Identify the C	laim			
1.	Who is the current creditor?	PACCAR Financial Corp.  Name of the current creditor (the person or entity to be paid for this of the current creditor used with the debtor			
2.	Has this claim been acquired from someone else?	☑ No ☐ Yes. From whom?	•		
3.	Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?  Attn: Linda Markle, BK Specialist	Where should payments to the creditor be sent? (if different)		
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	P.O. Box 1518  Number Street  Bellevue, WA 98009	Name  Number Street		
		City State ZIP Code  Contact phone (425) 468-7110  Contact email linda.markle@paccar.com	City State ZIP Code  Contact phone  Contact email		
		Uniform claim identifier for electronic payments in chapter 13 (if you	use one):		
4.	Does this claim amend one already filed?	☑ No ☐ Yes. Claim number on court claims registry (if known) _	Filed on		
5.	Do you know if anyone else has filed a proof of claim for this claim?	☑ No ☐ Yes. Who made the earlier filing?			

Official Form 410 Proof of Claim page 1

ò.	Do you have any number you use to identify the debtor?	No Ses. Last 4 digits of the debtor's account or any number you use to identify the debtor:
	How much is the claim?	\$ 1,886,388.17. Does this amount include interest or other charges?
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
_	What is the basis of the	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
	ciaim?	Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
	,	Limit disclosing information that is entitled to privacy, such as health care information.
		Six (6) Lease Equipment Agreements - 24 Peterbilts
_	is all or part of the claim secured?	No Yes. The claim is secured by a lien on property.
	Seculeur	Yes. The claim is secured by a lien on property.
		Nature of property:
		Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim  Attachment (Official Form 410-A) with this Proof of Claim.
		Motor vehicle
		Other. Describe: See attached Summary and Exhibits
		O vide and a of Tible
		Basis for perfection: Certificate of Title
		Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
		Value of property:
		Amount of the claim that is secured: \$\_1,886,388.17
		Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line
		Amount necessary to cure any default as of the date of the petition: \$\$
		Annual Interest Rate (when case was filed)%
		☐ Fixed ☐ Variable
	). Is this claim based on a	□ No
	lease?	Yes. Amount necessary to cure any default as of the date of the petition. \$ 23,991.97
	1. Is this claim subject to a	☑ No
	right of setoff?	Yes, Identify the property:
		I YAS IDENTITY THE DIODETTY

2. Is all or part of the claim	☑ No					
entitled to priority under 11 U.S.C. § 507(a)?	☐ Yes. Check		Amount entitled to priority			
A claim may be partly priority and partly	Domesti 11 U.S.C	c support obligations (including alimony and child support) under C. § 507(a)(1)(A) or (a)(1)(B).	\$			
nonpriority. For example, in some categories, the law limits the amount entitled to priority.	Up to \$2 persona	2,850* of deposits toward purchase, lease, or rental of property or services for I, family, or household use. 11 U.S.C. § 507(a)(7).	\$			
original to priority.	bankrup	salaries, or commissions (up to \$12,850*) earned within 180 days before the toy petition is filed or the debtor's business ends, whichever is earlier. C. § 507(a)(4).	\$			
	☐ Taxes o	r penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$			
	Contribu	utions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$			
	Other. S	Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$			
	* Amounts a	are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or af	ter the date of adjustment.			
Part 3: Sign Below						
The person completing	Check the appro	priate box:				
this proof of claim must sign and date it.	☑ I am the cre	editor.				
FRBP 9011(b).	I am the creditor's attorney or authorized agent.					
If you file this claim		stee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.				
electronically, FRBP 5005(a)(2) authorizes courts	☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.					
to establish local rules specifying what a signature	understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the					
is.	amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.					
A person who flies a fraudulent claim could be fined up to \$500,000,	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.					
imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and	I declare under penalty of perjury that the foregoing is true and correct.					
3571.	Executed on date 11/15/2018 MM / DD / YYYY					
		2010	·			
	/s/ Linda	Markle Sinda fackel				
	,					
	Print the name	of the person who is completing and signing this claim:	•			
	Name	Linda Markle First name Middle name Last name				
		First name Middle name Last name  Bankruptcy Specialist				
	Title					
	Company	PACCAR Financial Corp.  Identify the corporate servicer as the company if the authorized agent is a servicer.				
	Address	P.O. Box 1518				
	Mudicas	Number Street				
		Bellevue, WA 98009-1518				
		City State ZIP Code	· -			
	Contact phone	(425) 468-7110 Email linda.markle@	g)paccar.com			

#### Case 18-12378-KG Doc 243-3 Filed 11/16/18 Page 5 of 70

## Summary of Accounts for PACCAR Financial Corp. In re: Welded Construction, L.P. Ch. 11 Case No. 18-12378-KG District of Delaware

PACCAR	Lease 1 of 6	Lease 2 of 6	Lease 3 of 6	
Acct No last 4 digits	4677	4743	4776	
		Cross-collateralized		
Collateral	(8) 2015 Peterbilt 367	(5) 2015 Peterbilt 389	2015 Peterbilt 389	
Full VIN	1XPTD40X8FD270289	1XPXP4EXXFD270280	1XPXP4EX0FD270286	
dii viit	1XPTD40X4FD270290	1XPXP4EX1FD270281		
	1XPTD40X6FD270291	1XPXP4EX3FD270282		
	1XPTD40X8FD270292	1XPXP4EX5FD270283		
	1XPTD40XXFD270293	1XPXP4EX7FD270284		
	1XPTD40X1FD270294			
	1XPTD40X3FD270295			
	1XPTD40X5FD270296			
Schedule A	\$960,608.00	\$731,300.00	\$152,547.00	
C&T Period - Nov 2018	32.26%	32.26%	32.26%	
Sch A x C&T Period = Casualty & Termination Value	\$309,892.14	\$235,917.38	\$49,211.66	
Unpaid Rental Payments Pre-Petition	\$0.00	\$0.00	\$0.00	
BK Balance Due 10/22/18	\$309,892.14	\$235,917.38	\$49,211.66	
Unpaid Rental Payments	<b>#0.00</b>	\$0.00	\$0.00	
Pre-Petition	\$0.00		\$0.00	
Total Past Due	\$0.00	\$0.00	φυ.υυ	
Monthly Payment	\$15,354.40	\$11,689.15	\$2,438.32	
Due Date	1st of month	1st of month	1st of month	
Due For	11/1	11/1	11/1	
Dealer	PB of Northwest Ohio	PB of Northwest Ohio	PB of Northwest Ohio	
Contract Data	4/28/2014	4/28/2014	4/28/2014	
Contract Date Contract Maturity	5/1/2019	5/1/2019	5/1/2019	
Contract Maturity	31112013	0,1,2010		
Insurance Expires	5/1/2019	5/1/2019	5/1/2019	
The second secon				
BK Balance Due 10/22/18  Pre-BK Payments Due  Pre-BK Late Chgs Due  Fees Due  Total Past Due	\$1,886,388.17 \$23,991.97 \$0.00 \$0.00 \$23,991.97			

#### Case 18-12378-KG Doc 243-3 Filed 11/16/18 Page 6 of 70

Summary of Accounts for PACCAR Financial Corp.
In re: Welded Construction, L.P.
Ch. 11 Case No. 18-12378-KG
District of Delaware

PACCAR	Lease 4 of 6	Lease 5 of 6	Lease 6 of 6	
Acct No last 4 digits	7994	2093	2432	
<u> </u>		Cross-collateralized		
Collateral	(2) 2018 Peterbilt 389	(1) 2017 Peterbilt 389 and	(2) 2016 Peterbilt 567 and	
		(4) 2018 Peterbilt 389	(1) 2017 Peterbilt 567	
uli VIN	1XPXP4EX5JD433183	1XPXD49X4HD391313	1XPCP4EX7GD345890	
un viiv	1XPXP4EX7JD433184	1XPXD49X7JD433186	1XPCP4EX9GD345891	
		1XPXD49X0JD433188	1XPCP4EX7HD409010	
		1XPXD49X8JD433245		
		1XPXD49XXJD433246		
Schedule A	\$333,830.48	\$698,835.00	\$468,936.00	
C&T Period - Nov 2018	85.73%	83.76% (1), 86.35% (1), 87.35% (3) x \$139,767.00	79.73% x 152,446; 79.77% x 152,125; 81.69% x 164,365	
Sch A x C&T Period = Casualty & Termination Value	\$286,192.87	\$604,017.07	\$377,165.08	
Unpaid Rental Payments Pre-Petition	\$2.98	\$13,476.12	\$10,512.87	
BK Balance Due 10/22/18	\$286,195.85	\$617,493.19	\$387,677.95	
Unpaid Rental Payments Pre-Petition	\$2.98	\$13,476.12	\$10,512.87	
Total Past Due	\$2.98	\$13,476.12	\$10,512.87	
	¢C E2C 20	\$13,476.12	\$10,512.87	
Monthly Payment	\$6,536.38	17th of month	17th of month	
Due Date	1st of month		10/17	
Due For	11/1	10/17	Allstate Peterbilt of Western	
Dealer	Oklahoma Peterbilt	Oklahoma Peterbilt	ОН	
Contract Data	3/29/2017	4/17/2017	4/17/2017	
Contract Date	4/1/2020	4/17/2020	4/17/2020	
Contract Maturity	7/ 1/2020	7717233		
nsurance Expires	5/1/2019	5/1/2019	5/1/2019	

#### Case 18-12378-KG Doc 243-3 Filed 11/16/18 Page 7 of 70

#### Summary of Accounts for PACCAR Financial Corp. - Detailed by Unit In re: Welded Construction, L.P. Ch. 11 Case No. 18-12378-KG District of Delaware

Unit	Lease	Acct	Year Make Model	Full VIN	Monthly	Schedule A	Nov 2018 - *C&T	C&T Payoff		
1	1	4677	2015 Peterbilt 367	1XPTD40X8FD270289	1,919.30	120,076.00	32.26%	38,736.52		
2	1	4677	2015 Peterbilt 367	1XPTD40X4FD270290	1,919.30	120,076.00	32.26%	38,736.52		
3	1	4677	2015 Peterbilt 367	1XPTD40X6FD270291	1,919.30	120,076.00	32.26%	38,736.52		
4	1	4677	2015 Peterbilt 367	1XPTD40X8FD270292	1,919.30	120,076.00	32.26%	38,736.52		
5	1	4677	2015 Peterbilt 367	1XPTD40XXFD270293	1,919.30	120,076.00	32.26%	38,736.52		
6	1	4677	2015 Peterbilt 367			32.26%	38,736.52			
7	1	4677	2015 Peterbilt 367	1XPTD40X3FD270295	1,919.30	120,076.00	32.26%	38,736.52		
8	1	4677	2015 Peterbilt 367	1XPTD40X5FD270296	1,919.30	120,076.00	32.26%	38,736.52		
	1 4677 2015 Peterbilt 367			15,354.40	960,608.00		309,892.14			
9	2	4743	2015 Peterbilt 389	1XPXP4EXXFD270280	2,337.83	146,260.00	32.26%	47,183.48		
10	2	4743	2015 Peterbilt 389	1XPXP4EX1FD270281	2,337.83	146,260.00	32.26%	47,183.48		
11	2	4743	2015 Peterbilt 389	1XPXP4EX3FD270282	2,337.83	146,260.00	32.26%	47,183.48		
12	2	4743	2015 Peterbilt 389	1XPXP4EX5FD270283	2,337.83	146,260.00	32.26%	47,183.48		
13	2	4743	2015 Peterbilt 389	1XPXP4EX7FD270284	2,337.83	146,260.00	32.26%	47,183.48		
		,,,,,			11,689.15	731,300.00		235,917.38		
14	3	4776	2015 Peterbilt 389	1XPXP4EX0FD270286	2,438.32	152,547.00	32.26%	49,211.66		
15	4	7994	2018 Peterbilt 389	1XPXP4EX5JD433183	3,268.19	166,915.24	85.73%	143,096.44		
16	4	7994	2018 Peterbilt 389	1XPXP4EX7JD433184	3,268.19	166,915.24	85.73%	143,096.44		
			Unpaid lease pyint 10/17/18					2.98		
					6,536.38	333,830.48		286,195.85		
17	5	2093	2017 Peterbilt 389	1XPXD49X4HD391313	2,894.64	139,767.00	83.76%	117,068.84		
18	5	2093	2018 Peterbilt 389	1XPXD49X7JD433186	2,701.47	139,767.00	86.35%	120,688.80		
19	5	2093	2018 Peterbilt 389	1XPXD49X0JD433188	2,626.67	139,767.00	87.35%	122,086.47		
20	5	2093	2018 Peterbilt 389	1XPXD49X8JD433245	2,626.67	139,767.00	87.35%	122,086.47		
21	5	2093	2018 Peterbilt 389	1XPXD49XXJD433246	2,626.67	139,767.00	87.35%	122,086.47		
			Unpaid lease pyint 10/17/18					13,476.12		
					13,476.12	698,835.00		617,493.19		
22	6	2432	2016 Peterbilt 567	1XPCP4EX7GD345890	3,476.67	152,446.00	79.73%	121,545.20		
23	6	2432	2016 Peterbilt 567	1XPCP4EX9GD345891	3,466.72	152,125.00	79.77%	121,350.11		
24	6	2432	2017 Peterbilt 567	1XPCP4EX7HD409010	3,569.48	164,365.00	81.69%	134,269.77		
	<del>                                     </del>		Unpaid lease pymt 10/17/18					40 542 97		
			Onlydio lease pyritt 10/17/16		10,512.87	468,936.00		10,512.87 387,677.95		
					10,512.07	400,000.00		007,077.00		
Total	Total Due on 10/22/2018 - Date of Ch. 11 60,007.24 1,886,388									

<sup>\*</sup> C&T = Casualty & Termination Value

Unpaid Pre-Petition Payments Due 10/17/18 (#7994)	2.98
Unpaid Pre-Petition Payments <b>Due 10/17/18</b> (#2093)	13,476.12
Onpaid Pre-Petition Payments Due 10/17/10 (#2093)	10.512.87
Unpaid Pre-Petition Payments Due 10/17/18 (#2432)	
Past Due Balance	23,991.97

#### WELDED CONSTRUCTION, LP

Master Lease PACCAR Financial Corp.



#### **EQUIPMENT LEASE AGREEMENT**

LESSOR:

**PACCAR Financial Corp.** 

PO Box 1518

Bellevue, Washington 98009

LEASE Dated: LESSEE Name: April 28, 2014

WELDED CONSTRUCTION L.P.

Place of Business: 26933 Eckel Road

Perrysburg, OH 43551

Mailing Address:

26933 Eckel Road, Perrysburg, OH 43551

#### TERMS AND CONDITIONS

- 1. LEASE: The above-named Lessor hereby leases to the above named Lessee (including each and every Lessee jointly and severally if there are more than one Lessee) and Lessee hereby leases from Lessor, subject to the terms and conditions hereof and the terms and conditions of any Schedules executed by Lessee and Lessor which reference this Equipment Lease Agreement ("Agreement"), the personal property described in each such Schedule, together with all present and future attachments, accessories, replacement parts, additions (including bodies) and all proceeds thereof, collectively referred to as the "Equipment."
- 2. EFFECTIVE DATE: The terms and conditions hereof and the obligations and liabilities of Lessor and Lessee hereunder shall become effective on the date of Lessor's acceptance of this Agreement ("Effective Date"), even if no Equipment is specified in a Schedule at that time, or if Equipment is so specified but has not yet been delivered to and accepted by Lessee.
- SCHEDULES AND ACCEPTANCE CERTIFICATES: Equipment subject to this Agreement are those vehicles delivered to PACCAR Financial Corp. in accordance with the Sales Order attached to this Agreement as Attachment A. Each item of Equipment subject to this Agreement shall be described in a Schedule, in the form attached hereto. More than one item may be set forth on a Schedule, and more than one Schedule may be included under this Agreement. When Equipment is set forth on a Schedule signed by both Lessor and Lessee, such Schedule is an integral part of this Agreement and the rights and duties of Lessor and Lessee with regard to that Equipment are governed by this Agreement and such Schedule. In the event of any inconsistency between this Agreement and any Schedule, the terms of such Schedule shall control as to the Equipment listed on such Schedule. When Equipment is delivered to Lessee by Lessor, Lessee shall immediately inspect the Equipment for compliance with the requirements of this Agreement and the relevant Schedule. If the Equipment is acceptable to Lessee, Lessee shall sign and deliver to Lessor an Acceptance Certificate in the form attached hereto. However, if Lessee retains possession of the Equipment for more than 5 days for any reason, or if Lessee makes any use of the Equipment to any extent or for any reason, then the Equipment shall be deemed accepted for this Agreement as fully as if Lessee signed the Acceptance Certificate, even if a signed Certificate is not delivered to Lessor.
- 4. LESSOR'S TITLE: The Equipment is and shall at all times remain personal property. No right, title or interest in or to the Equipment shall pass to Lessee, except for Lessee's rights to possession, quiet enjoyment and use of the Equipment subject to the terms and conditions of this Agreement and for so long as Lessee is not in default of this Agreement. Title to the Equipment will at all times remain in Lessor's name and Lessee will at all times, at its own cost and expense, protect and defend the title of Lessor from and against all claims, liens, encumbrances and legal processes of creditors of Lessee or of others claiming by or through Lessee, and keep the Equipment free and clear from all such claims, liens, encumbrances and processes. Lessee acknowledges and agrees that Lessor is the owner of the Equipment for Federal income tax purposes.
- 5. REGISTRATION AND OTHER FILINGS: Each item of Equipment shall be registered and the certificate of ownership and/or the certificate of registration shall be issued with such person or persons as Lessor may designate shown as the legal owner, registered owner, first lien holder and/or the user or operator. Lessee acknowledges that the certificates of ownership and/or registration will be completed as required by applicable law and as required to protect Lessor's interests in the Equipment, and Lessee agrees that nothing contained on any such certificate shall expand or otherwise affect the rights of Lessee in the Equipment as set forth herein. Lessee shall be solely responsible for the costs and expenses associated with applying for and obtaining all such certificates. Lessee shall also be solely responsible for the costs and expenses of, and shall take whatever actions are necessary, to renew and maintain such certificates of ownership and registration and to avoid suspension or revocation of such certificates in the event that a new certificate of ownership or registration is required, such certificates shall be obtained in the same manner and subject to the same requirements as set forth above. In the event that the Lessor deems it advisable at any time to prepare or file additional notices, filings or other documents (for example: UCC-1s or another form of financing statement) in order to protect its interests in and to the Equipment, Lessee shall cooperate fully with Lessor and shall sign each such document and hereby irrevocably consents to and authorizes Lessor to act as Lessee's attorney-in-fact to sign each and every such document in Lessee's name, place and stead, with as much force and effect as if Lessee had itself manually signed such document, Lessee will use the USDOT number issued to Lessee by the U.S. Department of Transportation for registration purposes.

- 6. IDENTIFICATION OF EQUIPMENT AND RIGHT OF INSPECTION: Upon Lessor's request, Lessee shall, at Lessee's own expense, permanently affix to the Equipment in a conspicuous place such labels, signs or other devices as Lessor may require to identify Lessor as the owner and Lessor of the Equipment. Lessor shall have the right to inspect the Equipment at all reasonable times and from time to time.
- 7. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY: Lessee acknowledges and agrees that each item of Equipment listed on any Schedule has been selected by Lessee for inclusion in this Agreement based solely upon Lessee's own judgment and without reliance upon any representations or warranties by Lessor. Lessor is not the designer, manufacturer, distributor or seller of the Equipment leased hereunder, and LESSOR MAKES NO REPRESENTATIONS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT LEASED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, BY ANY INADEQUACY THEREOF OR DEFECT OR DEFICIENCY THEREIN, OR BY ANY INCIDENT WHATSOEVER THEREWITH, WHETHER ARISING IN TORT, STRICT LIABILITY, NEGLIGENCE, CONTRACT OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT. During the term of the lease of each item of Equipment, Lessor hereby assigns to Lessee all of the rights and benefits of any warranties made by the manufacturer or seller of such Equipment, and Lessor further agrees to exercise for the benefit of Lessee any such rights and benefits which cannot be assigned.
- 8. TERMS AND RENTALS: The lease term ("Term") for each item of Equipment shall be as specified in the applicable Schedule. Lessee agrees to pay Lessor rental payments for each item of Equipment, including any advance rental payments ("Rental Payments"), in accordance with the payment schedule specified in such Schedule.
- 9. SECURITY DEPOSIT: The security deposit, if any, specified on each Schedule shall secure the full and faithful performance of all agreements, obligations and warranties of Lessee hereunder, including but not limited to, the agreement of Lessee to return the Equipment upon the expiration or earlier termination of the Term of this Agreement, in the condition herein specified. Such deposit shall not excuse the performance of any such agreements, obligations or warranties of Lessee or prevent a default in the event of a failure of Lessee to so perform. Lessor may (but need not) apply all or any part of such security deposit toward discharge of any overdue obligation of Lessee. To the extent any portion of such security deposit is so applied by Lessor, Lessee shall immediately restore the security deposit to its full amount. If upon the expiration of the Term with respect to all of the Equipment on any Schedule, Lessee shall have fully compiled with all of its agreements, obligations and warranties hereunder (including its obligations with regard to Equipment listed on any other Schedules), the unused portion of any security deposit with respect to said Schedule will be refunded to Lessee, Lessor shall not be obligated to pay any interest on any such deposit.
- 10. PLACE OF PAYMENT AND OBLIGATION TO PAY: All Rental Payments are payable without notice or demand at Lessor's address as set forth herein or at such other address as Lessor may specify in writing from time to time. Unless otherwise specifically provided herein, Lessee's obligation to pay the Rental Payments and all other amounts due or to become due hereunder shall be absolute and unconditional under all circumstances, regardless of (a) any claim, counterclaim, set-off, recoupment, defense or other right which Lessee may have or claim to have for any reason against Lessor, the manufacturer or seller of the Equipment, or any third party, or (b) any interruption in or cessation of Lessee's use or possession of the Equipment for any reason whatsoever.
- 11. **DELINQUENCY CHARGES:** For each Rental Payment or other sum due hereunder which is not paid within ten (10) days after it is due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the greater of (a) the rate of one and one half percent (1 %%) per month for the period of delinquency or (b) 5% of such Rental Payment or other sum due hereunder, provided that such delinquency charge shall not be in excess of the maximum amount permitted by law without creation of a defense or imposition of a penalty.

#### PACCAR FINANCIAL

#### **EQUIPMENT LEASE AGREEMENT**

- 12. MODIFICATION OF EQUIPMENT AND ASSIGNMENT: Lessee shall not modify, assign, transfer or sublet the Equipment, this Agreement or Lessee's interests hereunder without Lessor's prior written consent (which may be withheld in Lessor's reasonable discretion), nor shall Lessee's interests hereunder inure to the benefit of any trustee, receiver, creditor or successor of Lessee or of its property, whether or not in bankruptcy, by operation of law, or otherwise. This Agreement and all amounts due hereunder may be assigned at any time by Lessor without Lessee's consent. Upon notice of any assignment from Lessor or its assignee, Lessee shall make all payments coming due thereafter to the assignee without offset, counterclaim or defense of any kind. LESSEE FURTHER AGREES THAT LESSOR MAY, WITHOUT NOTICE TO OR CONSENT OF LESSEE, SELL OR GRANT A SECURITY INTEREST IN THE EQUIPMENT AND, IN SUCH EVENT, LESSEE'S RIGHTS IN AND TO THE EQUIPMENT SHALL BE SUBJECT AND SUBORDINATE TO THE INTEREST AND RIGHTS, INCLUDING THE RIGHT OF POSSESSION, OF ANY SUCH PURCHASER OR HOLDER OF A SECURITY INTEREST IN THE EQUIPMENT. Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.
- 13. LESSEE'S GENERAL DUTIES: Lessee agrees, at its own cost and expense: (a) to use the Equipment in a careful and prudent manner in the regular course of Lessee's business and to permit only qualified personnel to use the Equipment, notifying each such person that he or she is not an employee of Lessor nor under Lessor's direction or control; (b) to comply with all applicable laws, rules and regulations relating to the possession, use or maintenance of the Equipment; (c) to comply with any published instructions, procedures or specifications of the manufacturer of the Equipment and of the party selling the Equipment to Lessor; (d) to comply with all of the terms and conditions of each and every insurance policy covering the Equipment; (e) to obtain any and all certificates, permits or licenses required or permitted by law with respect to the Equipment, subject to Lessor's instructions; and (f) to furnish Lessor promptly with any financial information or other Information which Lessor may reasonably request from time to time.
- 14. MAINTENANCE AND REPAIR: Lessee shall, at its own cost and expense, keep the Equipment in good condition, repair and appearance and to comply with all of the manufacturer's recommended procedures in this regard. In addition, Lessee shall maintain the Equipment in compliance with all applicable federal, state and local safety, environmental and other rules and regulations. Lessee shall furnish, at its own expense, all necessary fuel, lubricants, grease, antifreeze, tires, tubes and all other replacement parts and supplies necessary for maintenance and lawful operation of the Equipment. Lessee shall not alter or modify the Equipment in any manner that adversely affects its value. All parts installed and any modifications and alterations made in the course of the ordinary maintenance and repair of the Equipment shall become the property of Lessor and shall remain the property of Lessor upon termination of this Agreement unless otherwise provided herein.
- INSURANCE: Lessee agrees to keep the Equipment continuously insured against comprehensive and collision damage, and any other hazards Lessor may specify from time to time, by an insurance company and with a deductible approved by Lessor. The amount of insurance shall be the full insurable value of the Equipment or the full amount of all obligations arising under this Agreement, whichever is greater. The insurance policy must provide in a form acceptable to Lessor, that Lessor is a loss payee under the policy. Lessee shall also obtain automobile liability coverage from an insurance company approved by Lessor, with an AM Best rating of A- or better. The policy shall provide the limits of liability the Lessee is required to carry by the Federal Department of Transportation ("DOT") or the governing State Department of Transportation if the Lessee is not subject to regulation under the DOT or \$1,000,000, whichever is greater. Territory limitations, commodity restrictions or driver exclusions to the policy are not allowed. The policy must provide, in a form acceptable to Lessor, that Lessor is an additional insured under the policy. If the Lessee is required to carry \$5,000,000 limits of liability, the automobile liability insurance must include pollution liability coverage within these limits. The terms of the pollution liability coverage must be substantially in the form of those provided by Insurance Services Office Form CA 9948 and the policy must include an MCS 90 filing. Lessee shall be solely responsible for any deductibles or self insured retentions under the policies of insurance required under this provision. If the Equipment is lost or damaged, any and all insurance proceeds shall be paid to Lessor, and Lessor may apply them as it chooses either (i) to satisfy any obligation arising under this Agreement (whether or not due or otherwise matured), or (ii) to repair the Equipment. Each policy must provide that Lessor's interest therein shall not be invalidated by any acts, omissions or neglect of anyone other than Lessor, and that the policy can be canceled only after written notice of intention to cancel has been delivered to Lessor at least thirty (30) days before the cancellation date. Lessee shall deliver to Lessor proof of insurance coverage acceptable to Lessor. If Lessee obtains insurance from a company Lessor has not approved or fails to obtain any insurance, Lessor may (but is not required to) obtain any insurance Lessor desires to protect its interests, and Lessee shall immediately reimburse Lessor for the cost thereof. Lessee shall be solely liable for any losses which occur because no insurance has been obtained or the coverage of the insurance which has been obtained is incomplete, even if Lessor has reviewed the insurance coverage.
- 16. TAXES AND CHARGES: On and after the Effective Date, Lessee agrees to pay promptly to the appropriate governmental agency or, upon Lessor's request, to Lessor, all taxes, assessments, levies, duties, payment of all tolls, any fines for toll evasion, and other governmental charges (including any penalties and interest and any fees for titling or registration) levied or assessed against Lessee, Lessor or the Equipment, upon or with respect to this Agreement or the purchase, use, operation, leasing, ownership, value,

return or other disposition of the Equipment, or the rent, earnings or receipts arising therefrom, exclusive, however, of any taxes based on Lessor's net income and exclusive of any sales taxes paid by Lessor with respect to its initial purchase of the Equipment which have already been included in the cost of the Equipment under the applicable Schedule. If requested by Lessor, Lessee agrees to prepare on behalf of Lessor and in a form satisfactory to Lessor all requested tax returns and reports concerning the Equipment, to file such returns and reports with all appropriate governmental agencies on or before the due date therefor, and to mail a copy thereof to Lessor concurrently with such filing. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relevant to the use of the Equipment and pertaining to the aforesaid taxes, assessments and other governmental charges. The obligations arising under this Section shall survive payment of all other obligations under this Agreement.

- LOSS OR DESTRUCTION OF EQUIPMENT: Lessee assumes the risk of direct and consequential loss and damage to the Equipment. Except as provided in this Section, no loss or damage to the Equipment or any part thereof shall release or impair any obligations of Lessee under this Agreement, Furthermore while the Equipment is in transit and throughout the duration of this Agreement including while the Equipment is in the possession of a third party, so long as Lessee has an insurable interest therein, Lessee agrees to assume the entire risk of the Equipment cost of any partial, complete or constructive loss with respect to the Equipment from any cause whatsoever including theft, loss, damage, destruction or governmental taking, whether or not such loss is covered by insurance or caused by any default or neglect of Lessee. Lessee agrees to give Lessor immediate notice of any damage to or loss of any Equipment. All physical damage insurance proceeds shall be payable directly to Lessor. If any of the Equipment is lost, destroyed, damaged beyond repair, or taken by governmental action, on the next succeeding rental payment date, Lessee will (1) either replace the Equipment with likekind Equipment, free and clear of any liens or rights of other parties, acceptable to Lessor or Lessor's assignee and continue to pay all rentals without interruption as they come due, or (2) cause insurance carrier to promptly pay to Lessor the casualty value as shown in the Casualty and Termination Value Schedule ("Casualty Value") attached hereto, as of the date of payment thereof, plus all accrued and unpaid Rental Payments and other amounts then due and remaining unpaid, Following payment of any Casualty Value, and if no Event of Default has occurred and remains continuing, Lessor will then: (a) transfer to Lessee Lessor's rights to such Equipment "as is," "where is" and with all defects, without recourse and without representation or warranty, express or implied, other than a warranty that the Equipment is free and clear of any liens created by Lessor; and (b) remit to Lessee any physical damage insurance proceeds arising out of such loss up to the amount of the Casualty Value paid. Lessor shall determine in the exercise of its reasonable judgment whether the Equipment is damaged beyond repair. In the event of damage or loss, which does not result in damage beyond repair or a total loss of the Equipment or any item thereof, Lessee shall cause the affected Equipment to be restored to the condition required by the terms of this Agreement. Upon completion of such repair and after supplying Lessor with satisfactory evidence thereof (and provided no Event of Default has occurred and remains continuing), Lessee shall be entitled to receive any insurance proceeds or other recovery to which Lessor would otherwise be entitled in connection with such loss up to the amount expended by Lessee in making the repair. Lessor shall not be obligated to undertake by litigation or otherwise the collection of any claim against any person for loss of, damage to, or government agency taking of the Equipment.
- 18. RETURN TO LESSOR: Upon the expiration of the Term for any Equipment, Lessee shall return, at Lessee's sole expense, such Equipment to Lessor at such place as is designated by Lessor at that time and in the same condition as when received by Lessee, except only reasonable wear and tear resulting from the normal and customary use thereof. However, if any Schedulle to this Agreement contains specific requirements for the condition of the Equipment upon its return to Lessor the Equipment must satisfy such requirements. Lessee shall pay to Lessor on demand, as additional rental hereunder, the cost of any repairs necessary to place the Equipment in the condition required by this Agreement at that time.

Until the Equipment is returned to the Lessor after the expiration of the Term or any end of Term purchase option price is paid in full, Lessee agrees to continue to pay Rental Payments in the same amount as in effect at the end of the Term ('Holdover Liability'). Lessor's right to recover Holdover Liability is in addition to any other right or remedy provided in this Agreement and shall in no way limit or impair Lessor's rights and remedies hereunder, including, without limitation, Lessor's absolute right to possession of the Equipment upon default or at the end of the Term.

19. FAIR MARKET VALUE PURCHASE OPTION: Provided Lessee shall have fully complied with all of the terms and conditions of this Agraement, the Lessee shall have the option at the end of the Term for each item of Equipment, to purchase such Equipment for its Fair Market Value on an "AS IS, WHERE IS" basis without any warranty by Lessor. This option must be exercised by written notice to the Lessor, not earlier than one hundred twenty (120) days prior to nor later than sixty (60) days prior to the end of the Term for each item of Equipment. The "Fair Market Value" shall be determined by mutual agreement of the Lessor and Lessee; provided that, if Lessor and Lessee are unable to agree upon the Fair Market Value of the Equipment within thirty (30) days after receipt by the Lessor of the Lessee's election to exercise the purchase option, the Fair Market Value shall be determined by an appraiser selected by the Lessor. Lessee acknowledges and agrees that the Lessor may select, as appraiser, the party that sold the Equipment to Lessor. The cost of such appraisal shall be borne by Lessee. If the purchase option set forth herein is exercised, the Fair Market Value purchase price shall be paid in full to Lessor at the end of the Term for such Equipment.

Page 2 of 4



#### **EQUIPMENT LEASE AGREEMENT**

- 20. TERMINAL RENTAL ADJUSTMENT CLAUSE OR MODIFIED TERMINAL RENTAL ADJUSTMENT CLAUSE: If Lessee so elects by executing a Terminal Rental Adjustment Clause ("TRAC") Supplement or Modified Terminal Rental Adjustment Clause ("MOD-TRAC") Supplement in the form attached hereto with regard to one or more items of Equipment, then there shall be a terminal rental adjustment for such Equipment as further specified in such Supplement. If this Agreement is terminated with respect to any item of Equipment covered by a TRAC or MOD-TRAC Supplement for any reason other than expiration of the Term, then this Section shall not apply and Lessee's rights and obligations shall be governed by the other Sections hereof.
- 21. PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR: If Lessee fails to perform duly and promptly any of its obligations under this Agreement, Lessor may perform the same, but shall not be obligated to do so, to protect the interests of Lessor, Lessee or both, and any cost, liability or expense (including reasonable attorney's fees) incurred by Lessor in such performance shall be paid to Lessor by Lessee upon demand as additional rent for the Equipment.
- GENERAL INDEMNITY: Lessee assumes liability for and agrees to indemnify, defend and hold Lessor, its agents, employees, successors and assigns harmless from any and all actions, suits, liabilities, obligations and claims of every nature (including, without limitation, those arising from contract, strict or absolute liability in tort, product liability, negligence, or any other cause) and from any and all damages, awards, penalties, fines, forfeitures, settlements, interest and attorney's fees awarded to any person whomsoever and regardless of the reason, which directly or indirectly results from or relates to the manufacture, delivery, purchase, sale, ownership, leasing, use, possession, operation, condition (including, without limitation, latent or other defects, whether or not discoverable), repossession, recovery, return, disablement or storage of the Equipment. The amount to be paid Lessor by Lessee hereunder shall include the amount, if any, necessary to reimburse Lessor for any taxes (including Federal income tax), which Lessor is required to pay in respect of the amounts received under this Section, including any interest, penalties and additions to tax. For the purposes of this Section, the term Lesson shall include the affiliated taxpayer group, within the meaning of Section 1504 of the Internal Revenue Code as amended ("Code") of which Lessor is a member. Lessee's indemnities and liabilities under this Section shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement for any reason.

Upon request of Lessor, Lessee shall assume the defense of any and all demands, claims, actions, suits and all other proceedings against Lessor for which indemnity is provided herein and, Lessee shall allow Lessor to participate in the defense thereof. At Lessor's option, Lessor may assume the defense of the matter, but this shall not relieve or reduce Lessee's obligations to indemnify Lessor as set forth herein.

TAX INDEMNITY: Lessee acknowledges that the Lessor is the owner of the Equipment for Federal income tax purposes and that Lessor intends to take the accelerated cost recovery deductions ("ACRS Deductions") as provided by Section 168 of the Code. Accordingly, Lessee agrees that at all times during the term of this Agreement, Lessee shall not take any action, fail to take any action, assert any claim or make any representation which results, or may result, in the loss to Lessor of ACRS Deductions. In the event that the ACRS Deductions are lost, reduced or delayed due to any act or omission by Lessee, Lessee agrees to promptly pay to Lessor, as additional rent, an amount such that the portion remaining after deduction of all taxes required to be paid by Lessor in respect to the receipt of such amount (including Federal income tax) shall fully compensate Lessor for the loss, reduction or delay of the ACRS Deductions, including any interest, penalties and additions to tax. Lessor shall have no obligation to contest, beyond the level of an Internal Revenue Service auditing agent, any recapture, disallowance, elimination, reduction or disqualification caused by any act or omission of the Lessee. Lessee also acknowledges that there is a possibility that, after the commencement of this Agreement, the Code, or any regulations promulgated thereunder, might be amended or changed so as to deprive Lessor of the right to claim all or part of the ACRS Deductions, or to lengthen the time period over which the Equipment must be depreciated, or in some other manner impair Lessor's after-tax margin with respect to this Agreement ("Tax Benefits"). In the event that the Lessor's Tax Benefits are impaired due to an amendment or change to the Code, or any regulations promulgated thereunder, the Lessee agrees to pay the Lessor an adjusted rent over the remaining term of this Agreement such that Lessor's after-tax margin (after consideration of all taxes, including Federal income tax, and increased costs) with respect to this Agreement is maintained. Lessor shall have no obligation to contest any impairment of Tax Benefits due to an amendment or change to the Code or any regulations promulgated thereunder. For the purposes of this Section, the term Lessor shall include the affiliated taxpayer group, within the meaning of Section 1504 of the Code, of which Lessor is a member. Lessee's indemnities and liabilities under this Section shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason.

Lessee acknowledges that the percentages set forth in the Casualty and Termination Schedules attached hereto have been computed on the assumption that Lessor shall be entitled to the Tax Benefits as allowed under the present Code. Accordingly, in the event Lessee becomes obligated to pay additional sums to Lessor, the percentages set forth in the schedules shall be revised as may be necessary in the reasonable opinion of Lessor so that the amount payable by Lessee in the event of a casualty loss or termination shall be sufficient to maintain Lessor's net after-tax margin at the same level that would have been available to the Lessor upon payment of the Casualty

Value or Termination Value had the Tax Benefits been allowed in the manner permitted under the present Code. The revised schedule shall be utilized to calculate any payment of Casualty Value or Termination Value paid after the liability of Lessee hereunder shall become fixed regardless of the date of such casualty or other occurrence. Further, with respect to any previous payment of Casualty Value or Termination Value under the lease by the Lessee, the Lessee shall pay to Lessor the additional amount, in excess of the amount actually paid, that the Lessee would have been required to pay had the liability of Lessee become fixed prior to the date of the original payment.

- DEFAULT: Time is of the essence under this Agreement. The occurrence of any of the following events shall be deemed a default hereunder or under any Schedule to the extent that any such default is not cured within ten (10) days of the event of default (each, an "Event of Default"): (a) Lessee's failure to pay when due the full amount of any payments required hereunder, including, without limitation, rents or additional rents, delinquency and late charges, interest, taxes, insurance, the costs of maintenance or repairs, amounts due for indemnification, the Casualty or Termination Values (if applicable) or any other amounts; (b) Lessee's failure to perform any action or other obligation required by the terms hereof to be performed by Lessee; (c) any attempt by Lessee to remove, sell, transfer, sublease, encumber, or otherwise transfer, dispose or part with possession of the Equipment without Lessor's prior written consent; (d) the Lessee admits to making a fraudulent statement or it is determined by a judicial or administrative proceeding the Lessee has made a fraudulent statement or statements to induce the Lessor to extend credit in connection with this Agreement; (e) Lessee's death, dissolution, or other termination of existence; (f) Lessee's becoming insolvent or becoming the subject of a petition in bankruptcy, either voluntarily or involuntarily, or Lessee's making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of a receiver; (g) seizure of or levy upon any Equipment leased hereunder by reason of any legal or governmental process directed against Lessee; (h) any merger of the Lessee with or into any person, or any sale, conveyance, transfer, lease or disposition (whether in one transaction or a series of transactions) of all or substantially all of the Lessee's assets without the prior approval of Lessor; (i) Any change in the Chief Executive Officer and/or Chief Financial Officer of the Lessee without prior notification to Lessor.
- 25. TERMINATION VALUE: Lessor and Lessee hereby agree that the amount set forth under the appropriate entry of the termination value section of the Casualty and Termination Value Schedule attached hereto ("Termination Value") represents the amount necessary to compensate Lessor for any breach by Lessee of its obligation to make future Rental Payments-under-sthis Agreement-with-regard to-the-items-of Equipment shown on such Schedule. In the event of Lessee's breach of its Rental Payment obligation, Lessee agrees to pay Lessor the Termination Value (determined by reference to the most recent Rental Payment date shown thereon) as liquidated damages and not as a penalty. The Termination Value does not include, and Lessee shall remain liable for and shall immediately pay to Lessor, all other amounts due under this Agreement (except for the future Rental Payments), including but not limited to past due Rental Payments, delinquency and late charges, taxes, insurance, costs of maintenance and repair, and any amounts due under the indemnification provisions hereof.
- REMEDIES: In the event of any default by Lessee under this Agreement, Lessor shall have all of the rights and remedies permitted at law and in equity. The rights and remedies available to Lessor may vary with the law of the applicable jurisdiction, and Lessee acknowledges and agrees that Lessor shall be entitled to exercise any and all available rights and remedies in any combination or sequence not expressly prohibited by law. Lessee hereby agrees and consents to any rights or remedies which are available to Lessor as if Lessee has so agreed or consented. Unless prohibited by applicable law, Lessor's available rights and remedies in the event of a default by Lessee include, without limitation: (a) without terminating this Agreement, request Lessee to assemble any or all of the Equipment, to make the same available to Lessor at a reasonable place designated by Lessor, and to put Lessor in possession thereof; (b) without terminating this Agreement, immediately and without legal proceedings or notice to Lessee enter Lessee 's premises, take possession of, remove and retain any or all of the Equipment or render the same unusable; (c) without terminating this Agreement, declare the Termination Value and all other sums payable hereunder immediately due and payable; (d) without notice to Lessee, terminate the Agreement as to any or all of the Equipment leased hereunder, but such termination shall not release Lessee from the liabilities and obligations arising from such breach; and (e) sell or otherwise dispose of any or all of the Equipment at private or public sale, or re-lease any or all of the same on such terms and conditions as Lessor deems appropriate. In the event that Lessor repossesses, releases, sells or otherwise disposes of the Equipment, any net proceeds of such action which are attributable to Lessee's interest in the Equipment under this Agreement shall be applied against Lessee's obligations hereunder. Unless otherwise required by applicable law, any remaining net proceeds shall belong solely to Lessor. Lessee shall be liable for any amounts due to Lessor hereunder after application of the net proceeds as set forth above. The net proceeds shall be determined by deducting from the gross sales proceeds, or from the net present value of the proceeds of a re-lease, any applicable sales, use and excise taxes, and sales or other fees or commissions actually paid to any party (including the party who sold the Equipment to Lessor) who helps Lessor sell or otherwise dispose of the Equipment, and Lessor's expenses of locating, repossessing, repairing, preparing and disposing of the Equipment, including attorney's fees.



#### **EQUIPMENT LEASE AGREEMENT**

Lessee hereby expressly waives any rights it may have to possession of the Equipment after default and all claims it may have for damages or injuries suffered through or loss caused by any repossession, sale or other disposition of the Equipment hereunder. Lessee agrees that any property other than Equipment which is in or upon the Equipment at the time of repossession may be taken and held without liability until its return is requested by Lessee. Lessee hereby acknowledges and agrees that any applicable standard of commercial reasonableness will be satisfied if the Lessor sells or otherwise disposes of the Equipment by any method which is customarily used for similar Equipment, or which Lessor has used or would use for similar Equipment owned solely by Lessor, even if Lessee believes or proves that a different method of disposition would have been more beneficial for Lessee. Unless otherwise required by law, any requirement of reasonable notice regarding the re-lease, sale or other disposition of the Equipment which Lessor may be obligated to give will be met if such notice is mailed to Lessee at its address shown herein at least ten (10) days before the time of such re-lease, sale or other disposition. Nothing herein contained shall require Lessor to re-lease, sell or otherwise dispose of the Equipment.

27. NOTICES: All notices relating hereto shall be either delivered in person to an officer of Lessor or Lessee, or be sent by certified mail, return receipt requested, to Lessor or Lessee at its address as shown on the face hereof or to the last known address of the recipient.

28. LIMITATIONS ON USE: The Equipment shall not be used in the transportation of radioactive materials, hazardous wastes, explosives, hazardous materials, gasses or liquids, unless Lessor has expressly approved the transportation of such material in writing.

29. MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties and supersedes any and all prior understandings or agreements, oral or written between and among the parties respecting the within subject matter. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. This Agreement may not be modified unless in a writing signed by both parties. No provision of the Agreement may be waived unless in a writing signed by the party to be bound by the waiver, and the waiver of any default shall not be or be deemed to be a waiver of any other of subsequent default. The provisions of this Agreement are severable, and if a court of competent jurisdiction determines that any of them are unenforceable in accordance with their terms, the court may modify, sever or divide such provisions as necessary to enforce those provisions to the extent they may be found to be reasonable and to enforce all remaining provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one agreement. In the event of litigation concerning this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.

The lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.

#### ALL TERMS AND CONDITIONS OF THIS AGREEMENT ARE A PART HEREOF AND ARE BINDING UPON THE PARTIES HERETO.

LESSEE ACKNOWLEDGES THAT LESSEE HAS RECEIVED A TRUE COPY OF THIS AGREEMENT, LESSEE HAS READ IT AND IT WAS COMPLETELY FILLED IN BEFORE LESSEE SIGNED IT.

ACCEPTED B	PACCAR Financial Corp.	WELDED CONSTRUCTION L.P.
BY:	Minue ROVAY	BY: S.G.N.HERE Craig A Bodette
TITLE:	Contract Administrator	TITLE: VP of Finance
ADDRESS:	240 Gibraltar Road, Suite 200 Horsham PA 19044	ADDRESS: 26933 Eckel Road Perrysburg, OH 43551
DATE:	April 28, 2014	DATE: April 28, 2014

**PACCAR Financial Corp.** 

Lease 1 of 6 - Account 4677



#### EQUIPMENT LEASE AGREEMENT SCHEDULE A: RENTAL PAYMENTS

Schedule A is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and WELDED CONSTRUCTION L.P. ("Lessee").

COMMENCE	MENT DATE:	TERM OF LEASE(NO.	OF MONTHS):	LOCATION OF THE EQUIPMENT:			
Д	pril 28, 2014	60		26933 Eckel Rd, Perrysburg, OH 43551			
STATE OF JURISDICTION:		STATE TITLING EQUIP	MENT:	BASE PLATE R	EGISTRATION (STATE,	COUNTY, CITY):	
	Ohio	0	hio		Ohib,	Wood, Perrysburg	
		DESCRIPTION OF EQUIPMEN	Τ		!		
YEAR MAKE		MODEL		VEHICLE IDENTIFICATION NUMBER		SCHEDULE A VALUE	MONTHLY RENTAL PMT
2015	Peterbilt	367	1XPTD40X8I	D270289	60320	\$120,076.00	\$1,919.30
2015	Peterbilt	367	1XPTD40X4I	D270290	60320	120,076.00	1,919.30
2015	Peterbilt	367	1XPTD40X6I	FD270291	60320 '	120,076.00	1,919.30
2015	Peterbilt	367	1XPTD40X8I	FD270292	60320	120,076.00	1,919.30
2015	Peterbilt	367	1XPTD40XX	FD270293	60320	120,076.00	1,919.30
2015	Peterbilt	367	1XPTD40X1I	D270294	60320	120,076.00	1,919.30
2015	Peterbilt	367	1XPTD40X3	FD270295	60320	120,076.00	1,919.30
2015	Peterbilt	367	1XPTD40X5	FD270296	60320	120,076.00	1,919.30
					,		
	•					1	

<sup>\*</sup> The reported taxable gross weight must be no more than the highest gross weight declared for any purpose including registering a vehicle in a state.

MONTHLY RENTALS			AMOUNT DUE AT DELIVERY		
1. Schedule A Value (Tota	al Equipment Cost)	1. Advance Rentals			
2. Adjustments		0.00	ii0 @ \$15,354.40	<b>\$0.0</b> 0	
3. Adjusted Schedule A V	alue	960,608.00	2. Security Deposit (refundable)	0.00	
4. Base Monthly Value		15,354.40	3. Interim Rent (Extra Days)	0.00	
5. Tax Additions		•	4. License, Title, UCC & Registration		
State Ohio	0.0000%	0.00	5. Other n/a	0.00	
County Wood	0.0000%	0.00	6, Document Preparation Fee	350.00	
City Perrysburg	0.0000%	0.00	7. Total Amount Due at Delivery	\$350,00	
ICC# 80152	(If exempt from	Advance rental payment and interim rent are due at delivery,			
6. Total Monthly Rentals	<b>,</b>	\$15,354.40	, I		
		•	of each month beginning June 1, 2014.		

LESSOR: PACCAR Financial Corp.	WELDED CONSTRUCTION L.P.
Michele Form	Craig A Bodette
ППLE: Contract Administrator	TITLE: VP of Finance
DATE April 28, 2014	DATE April 28, 2014

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.



### CASUALTY AND TERMINATION SCHEDULE

This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and WELDED CONSTRUCTION L.P. ("Lessee"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

Period	Date	Percentage	Period	Date	Percentage	Period	Date Percentage
2	6/1/14	102.18	42	10/1/17	53.24		
3	7/1/14	101,33	43	11/1/17	51.70	*,	
4	8/1/14	100.45	44	12/1/17	50.15		
5	9/1/14	99.56	45	1/1/18	48.58		
6	10/1/14	98.65	46	2/1/18	47.01		
7	11/1/14	97.71	47	3/1/18	45.41		
8	12/1/14	96.76	48	4/1/18	43.79		
9	1/1/15	95.79	49	5/1/18	42.18	ı.	
10	2/1/15	94.80	50	6/1/18	40.55	ı	
11	3/1/15	93.79	51	7/1/18	38.92		
12	4/1 <b>/</b> 15	92.77	52	8/1/18	37.28	:	
13	5/1/15	91.72	53	9/1/18	35.61		
14	6/1/15	90.65	54	10/1/18	33.95	1	
15	7/1/15	89.56	55	11/1/18	32,26	á.	
16	8/1/15	88.43	56	12/1/18	30.56	•	
17	9/1/15	87.30	57	1/1/19	28.86	17	
18	10/1/15	86.13	58	2/1/19	27.15		
19	11/1/15	84.95	59	3/1/19	25.41	<u>;</u>	
20	12/1/15	83.74	60	4/1/19	23.66		
21	1/1/16	82.51	61	5/1/19	21.60		
22	2/1/16	81.26					
23	3/1/16	79.99					
24	4/1/16	78.70					
25	5/1/16	77.40					,
26	6/1/16	76.09				•.	
27	7/1/16	74.77					
28	8/1/16 9/1/16	73.43 72.08				•	
29 30	10/1/16	72.08					
31	11/1/16	69.33					
32	12/1/16	67. <b>94</b>				•	•
33	1/1/17	66.53				,	
34	2/1/17	65.10				·t	
35	3/1/17	63.66					
36	4/1/17	62.20				<i>*</i>	
37	5/1/17	60.74					
38	6/1/17	59.26					
39	7/1/17	57.78					
40	8/1/17	56.28					
41	9/1/17	54.76					

	- (1	
LESSOR: PACCAR Financial Corp.	LESSEE: WELDED CONSTRUCTION L.P.	
BY: Wichold En	BY: SG Brauch SIGNH	IERE
Chorast applican	Craig A Bodette	$\Box$
TITLE: Contract Administrator	VP of Finance	
DATE: April 28, 2014	DATE: April 28, 2014	



NAME:

ADDRESS:

CITY, STATE, ZIP:

EXCEPTION:

TO: INSURANCE COMPANY OR AGENT

PO Box 10265

McGriff, Seibels & Williams Inc.

#### REQUEST FOR LEASE INSURANCE CERTIFICATION

WELDED CONSTRUCTION L.P.

26933 Eckel Road

Birmingham, AL 35202		Penysburg, On 43331	
AGENT: Shanna Sibley	PHONE NUMBER: 800-476-2211		
COVERAGE CERTIFICATION REQUE	STED		; <u>4</u>
LIABILITY*	PHYSICAL PHYSICAL	DAMAGE	POLLUTION LIABILITY *
\$1,000,000 minimum combined single limits per occurrence.			\$0:00 minimum for transportation of mazardous materials.
	EXCEPTION:	<b>!</b>	EXCEPTION:

FROM: LESSEE

NAME:

ADDRESS:

CITY, STATE, ZIP:

EXCEPTION:

Please be advised that the equipment described below will require insurance coverage under the Equipment Lease Agreement dated April 28, 2014 through PACCAR Financial Corp. (Lessor).

COMMENCEMENT DATE	YEAR	MAKE	MODEL	VEHICLE INDENTIFICATION NUMBER	(YEARS)
4/28/2014 4/28/2014 4/28/2014 4/28/2014 4/28/2014 4/28/2014 4/28/2014 4/28/2014	2015 2015 2015 2015 2015 2015 2015 2015	Peterbilt Peterbilt Peterbilt Peterbilt Peterbilt Peterbilt Peterbilt Peterbilt	367 367 367 367 367 367 367	1XPTD40X8FD270289 1XPTD40X4FD270290 1XPTD40X6FD270291 1XPTD40X8FD270292 1XPTD40XXFD270293 1XPTD40X1FD270294 1XPTD40X3FD270295 1XPTD40X5FD270296	5.00 5.00 5.00 5.00 5.00 5.00 5.00 5.00

Preliminary verification of insurance was received on April 28, 2014 via FAX.

We have agreed that PACCAR Financial Corp. as Lessor and owner of the above equipment, shall be an Additional Insured and Loss Payee on our policy or policies under which such equipment is to be insured and that insurance certificates will be provided. We have further agreed that you shall give 30 days prior written notice to PACCAR Financial Corp. for any changes or cancellations of such insurance. The policy shall provide that Lessor's interest shall not be invalidated by any acts, omissions, or neglect of anyone other than Lessor.

Please accept this as authorization for your compliance in forwarding the necessary documents as promptly as possible to PACCAR Financial Corp. at the address indicated below.

PACCAR Financial Corp.	SIGNHERE SIGNHERE
	Craig A Bodette
ADDRESS: P.O. Box 2374	πτ.ε: VP of Finance
CITY, STATE, ZIP: Denton, TX 76202	DATE: April 28, 2014
FAX: (425) 468-8561	

<sup>\*</sup>The insurance must be underwritten by an insurance company currently rated "A-" or better by A.M. Best & Co. Territory limitation, commodity restrictions, or driver exclusions to the policy are not allowed.

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**PACCAR Financial Corp.** 

Lease 2 of 6 - Account 4743



# EQUIPMENT LEASE AGREEMENT SCHEDULE A: RENTAL PAYMENTS

Schedule A is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and WELDED CONSTRUCTION L.P. ("Lessee").

COMMENCE	MENT DATE:	TERM OF LEASE(NO. C	OF MONTHS):	LOCATION OF	THE EQUIPMENT:			
/	April 28, 2014	6	0	26933 Eckel Rd, Репузburg, ОН 43551				
STATE OF JU	OF JURISDICTION: STATE TITLING E		MENT:	BASE PLATE REGISTRATION (STATE, COUNTY, CITY):				
	Ohio	OI	nio	Ohio, Wood, Perrysburg				
	DO	ESCRIPTION OF EQUIPMENT						
YEAR MAKE MODEL			VEHICLE IDENT	TFICATION ER	* TAXABLE GROSS WEIGHT	SCHEDULE A VALUE	MONTHLY RENTAL PMT	
2015	Peterbilt	389	1XPXP4EXX	FD270280	74600	\$146,260.00	\$2,337.83	
2015	Peterbilt	. 389	1XPXP4EX1	D270281	74600	146,260.00	2,337.83	
2015	Peterbilt	389	1XPXP4EX3F	D270282	74600	146,260.00	2,337.83	
2015	Peterbilt	389	1XPXP4EX5F	FD270283	74600	146,260.00	2,337.83	
2015	Peterbilt	389	1XPXP4EX7	D270284	74600	146,260.00	2,337.83	
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<sup>\*</sup> The reported taxable gross weight must be no more than the highest gross weight declared for any purpose including registering a vehicle in a state.

MONTHLY RI	ENTALS			AMOUNT DUE AT DELIVERY			
1. Schedule A	Value (Total Equipr	nent Cost)	1. Advance Rentals				
2. Adjustment			0 @ \$11,689.15	\$0.00			
	chedule A Value		731,300.00	2. Security Deposit (refundable)	0.00		
4. Base Month			11,689,15	3. Interim Rent (Extra Days)	0.00		
5. Tax Additio	•		,	4. License, Title, UCC & Registration	0.00		
State Of		0.0000%	0.00	5. Other n/a	0.00		
	ood	0.0000%	0.00	6. Document Preparation Fee	350.00		
		0.0000%	0.00	7. Total Amount Due at Delivery	\$350.00		
ICC# 80152 (If exempt from state & loca			state & local taxes)	Advance rental payment and interim rent are	due at delivery, In the same day		

LESSOR:	PACCAR Financial Corp.	WELDED CONSTRUCTION L.P.
BY:	III .	BY: SA Swolung SIGN: HERE  Craig A Bodette
TITLE:	Mihaela Cittihan	TITLE: VP of Finance
	Contract Administrator	
DATE	April 28, 2014	DATE April 28, 2014

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.



This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and WELDED CONSTRUCTION L.P. ("Lessee"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

Period	Date	Percentage	Period	Date	Percentage	: ===	Period	Date	Percentage
2	6/1/14	102.18	42	-10/1/17	53.24				
3	7/1/14	101.33	. 43	11/1/17	51.70				
4	8/1/14	100.45	44	12/1/17	50.15				
5	9/1/14	99.56	45	1/1/18	48.58				
6	10/1/14	98.65	46	2/1/18	47.01				
, 6 7	11/1/14	97.71	47	3/1/18	45.41				
8	12/1/14	96.76	48	4/1/18	43.79				
9	1/1/15	95.79	49	5/1/18	42.18				
10	2/1/15	94.80	50	6/1/18	40.55				
11	3/1/15	93.79	51	7/1/18	38.92				
12	4/1/15	92.77	52	8/1/18	37.28				
13	5/1/15	91.72	53	9/1/18	35.61				
14	6/1/15	90.65	54	10/1/18	33.95				
15	7/1/15	89.56	55	11/1/18	32.26				
16	8/1/15	88.43	56	12/1/18	30.56				
17	9/1/15	87.30	57	1/1/19	28.86				
18	10/1/15	86.13	58	2/1/19	27.15				
19	11/1/15	84.95	59	3/1/19	25.41				
20	12/1/15	83.74	60	4/1/19	23.66				
21	1/1/16	82.51	. 61	5/1/19	21.60				
22	2/1/16	81.26							
23	3/1/16	79.99							
24	4/1/16	78.70							
25	5/1/16	77.40							
26	6/1/16	76.09							
27	7/1/16	74.77			+				
28	8/1/16	73.43							
29	9/1/16	72.08							
30	10/1/16	70.71							
31	11/1/16	69.33							
32	12/1/16	67.94							
33	1/1/17	66.53							
34	2/1/17	65.10							
35	3/1/17	63.66							
36	4/1/17	62.20							
37	5/1/17	60.74	,	,					
38	6/1/17	59.26	,	•					
39	7/1/17	57.78							
40	8/1/17	56.28							
41	9/1/17	54.76							

LESSOR:	PACCAR Financial Grp.	LESSEE: WELDED CONSTRUCTION L.P.
BY:		BY: SIGNHERE SIGNHERE
	Mihaela Cutthan	Craig A Bodette
TITLE:	Contract Administrator	VP of Finance
DATE:	April 28, 2014	DATE: April 28, 2014



### REQUEST FOR LEASE INSURANCE CERTIFICATION

TO: INSURANCE COMPANY OR AG	ENT .	FROM: LESSEE				
NAME: McGriff, Seibels & Williams I		NAME: WELDED CONSTRUCTION L.P.				
ADDRESS: Po Box 10265		ADDRESS: 26933 Eckel Road				
CITY, STATE, ZIP: Birmingham, AL 35202		CITY, STATE, ZIP: Perrysburg, OH 43551				
AGENT: Shanna Sibley	PHONE NUMBER: 800-476-2211					
COVERAGE CERTIFICATION REQUE	STED	•				
LIABILITY*	PHYSICAL	DAMAGE	<sup>n/a</sup> POLLUTION LIABILITY*			
\$1,000,000 minimum combined single limits per occurrence.	\$5,000 maximum ded (or C.A.C.) and collision	uctible, comprehensive	\$0.00 minimum for transportation of hazardous materials.			
EXCEPTION:	ЕХСЕРПОМ:		EXCEPTION:			

Please be advised that the equipment described below will require insurance coverage under the Equipment Lease Agreement dated April 28, 2014 through PACCAR Financial Corp. (Lessor).

COMMENCEMENT DATE	YEAR	MAKE	MODEL	VEHICLE INDENTIFICATION NUMBER	(YEARS)
4/28/2014 4/28/2014 4/28/2014 4/28/2014 4/28/2014	2015 2015 2015 2015 2015 2015	Peterbilt Peterbilt Peterbilt Peterbilt Peterbilt	389 389 389 389 389	1XPXP4EXXFD270280 1XPXP4EX1FD270281 1XPXP4EX3FD270282 1XPXP4EX5FD270283 1XPXP4EX7FD270284	5.00 5.00 5.00 5.00 5.00

Preliminary verification of insurance was received on April 28, 2014 via FAX.

We have agreed that PACCAR Financial Corp. as Lessor and owner of the above equipment, shall be an Additional Insured and Loss Payee on our policy or policies under which such equipment is to be insured and that insurance certificates will be provided. We have further agreed that you shall give 30 days prior written notice to PACCAR Financial Corp. for any changes or cancellations of such insurance. The policy shall provide that Lessor's interest shall not be invalidated by any acts, omissions, or neglect of anyone other than Lessor.

Please accept this as authorization for your compliance in forwarding the necessary documents as promptly as possible to PACCAR Financial Corp. at the address indicated below.

PACCAR Financial Corp.	BY: Ca Bodoth SIGNHERE
	Craig A Bodette
ADDRESS: P.O. Box 2374	πτιε: VP of Finance
CITY, STATE, ZIP: Denton, TX 76202	DATE: April 28, 2014
FAX: (425) 468-8561	

<sup>\*</sup>The insurance must be underwritten by an insurance company currently rated "A-" or better by A.M. Best & Co. Territory limitation, commodity restrictions, or driver exclusions to the policy are not allowed.

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BMV 3800 Rev. 3/12

PACCAR Financial Corp.

Lease 3 of 6 - Account 4776



# EQUIPMENT LEASE AGREEMENT SCHEDULE A: RENTAL PAYMENTS

Schedule A is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and WELDED CONSTRUCTION L.P. ("Lessee").

COMMENCE	MENT DATE:	TERM OF LEASE(NO. C	F MONTHS):	LOCATION OF THE EQUIPMENT:				
Α	pril 28, 2014	6	0		26933 Eckel F	kel Rd, Perrysburg, OH 43551		
STATE OF JU	RISDICTION:	STATE TITLING EQUIP	MENT:	BASE PLATE F	REGISTRATION (STATE, C	COUNTY, CITY):		
	Ohio	OI	niooir		Ohio, '	Wood, Perrysburg		
		DESCRIPTION OF EQUIPMEN	T	,	(')			
YEAR	MAKE	MODEL	VEHICLE IDENT	VEHICLE IDENTIFICATION NUMBER		SCHEDULE A VALUE	MONTHLY RENTAL PMT	
2015	Peterbilt	389	1XPXP4EX0	FD270286	74600	\$152,547.00	\$2,438.32	
						,		
1								
					•			
					1			
					\$			

<sup>\*</sup> The reported taxable gross weight must be no more than the highest gross weight declared for any purpose including registering a vehicle in a state.

MONTHLY	RENTALS			AMOUNT DUE AT DELIVERY		
1. Schedu	le A Value (Total	Equipment Cost)	1. Advance Rentals			
2. Adjustments 0.00				, 0 @ \$2,438.32	\$0.00	
3. Adjusted Schedule A Value 152,547.00				2. Security Deposit (refundable)	0.00	
	onthly Value		2,438.32	3. Interim Rent (Extra Days)	0.00	
5. Tax Add	litions		·	4. License, Title, UCC & Registration	0.00	
State	Ohio	0.0000%	0.00	5. Other n/a	0.00	
County	Wood	0.0000%	0.00	6. Document Preparation Fee	350.00	
City	Perrysburg	0.0000%	0.00	7. Total Amount Due at Delivery	\$350.00	
ICĆ#	80152	(If exempt from stat	e & local taxes)	Advance rental payment and interim rent are di	ue at delivery,	
6. Total Monthly Rentals \$2,438.			\$2,438.32	thereafter monthly rental payments are due on the same day		
				of each month beginning June 1, 2014.		

LESSOR:	PACCAR Financial Corp.	LESSEE: WELDED CONSTRUCTION L.P.
BY:	Middle Rusy	Craig A Bodette
TITLE:	Contract Administrator	ΠΤΕ: VP of Finance
DATE	April 28, 2014	DATE April 28, 2014

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.



This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and WELDED CONSTRUCTION L.P. ("Lessee"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

Period	Date	Percentage	Period	Date	Percentage	Period	Date Percentage
2	6/1/14	102.18	42	10/1/17	53.24	4	
3	7/1/14	101.33	43	11/1/17	51.70	·	
4	8/1/14	100.45	44	12/1/17	50.15		
5	9/1/14	99.56	45	1/1/18	48.58	4	
6	10/1/14	98,65	46	2/1/18	47.01		
7	11/1/14	97.71	47	3/1/18	45.41		
8	12/1/14	96.76	48	4/1/18	43.79	ì	
9	1/1/15	95.79	49	5/1/18	42.18		
10	2/1/15	94.80	50	6/1/18	40.55	•	
11	3/1/15	93.79	51	7/1/18	38.92		
12	4/1/15	92.77	52	8/1/18	37.28	•	
13	5/1/15	91.72	53	9/1/18	35.61		
14	6/1/15	90.65	54	10/1/18	33.95		
15	7/1/15	89.56	55	11/1/18	32,26	0	
16	8/1/15	88.43	56	12/1/18	30.56		
17	9/1/15	87.30	57	1/1/19	28.86	•	
18	10/1/15	86.13	58	2/1/19	27.15		
19	11/1/15	84,95	59	3/1/19	25.41	4.0	
20	12/1/15	83.74	60	4/1/19	23.66		
21	1/1/16	82.51	61	5/1/19	21.60	; ·	
22	2/1/16	81.26					
23	3/1/16	79.99				g.	
24	4/1/16	78.70					
25	5/1/16	77.40					
26	6/1/16	76.09					
27	7/1/16	74.77					
28	8/1/16	73.43					•
29	9/1/16	72.08					
30	10/1/16	70.71					
31	11/1/16	69.33					
32	12/1/16	67.94				•	
33	1/1/17	66.53				•	
34	2/1/17	65.10					
35	3/1/17	63.66 62.20					
36	4/1/17	62.20 60.74					
37	5/1/17	60.74				• ;	
38	6/1/17	59.26 57.78				•	
39 40	7/1/17 8/1/17	56.28					
40 41	9/1/17	54.76					
41	3/1/1/	37.70					

LESSOR: PACCAR Financial Corp.	WELDED CONSTRUCTION L.P.
BY: Which to K	BY: SG Bodotte SIGNHERE
Michele Form	
ΠΤΙΕ: Contract Administrator	ν VP of Finance
DATE: April 28, 2014	April 28, 2014

FROM: LESSEE

NAME:

ADDRESS:



ADDRESS:

TO: INSURANCE COMPANY OR AGENT

Po Box 10265

McGriff, Seibels & Williams Inc.

### REQUEST FOR LEASE INSURANCE CERTIFICATION

WELDED CONSTRUCTION L.P.

26933 Eckel Road

Birmingham, AL 35202					Perrysburg, OH, 43551				
AGENT: Sh	anna Sibley	PHO	NE NUMBER: 800-476-2211		,				
COVERAGE	CERTIFICATION	REQUESTE	D				()		
LIABILITY* PHYSIC				AL	AL DAMAGE POLLUTION LIABILITY *				ITY*
\$1,000,000 r limits per occ	ninimum combined :	single	\$5,000 maximum d (or C.A.C.) and coll	edu isior	ctible, comprehen	sive	\$0,00 minimum for tra		n
EXCEPTION:			EXCEPTION:				EXCEPTION:		
*The insuran	ce must be unde	rwritten by a	an insurance compar to the policy are not a	ıy c llow	currently rated "/	4-" or b	etter by A.M. Best 8	Co. Ten	ritory limitation,
Please be ad 28, 2014 thro	lvised that the equiugh PACCAR Fin	ipment desc ancial Corp	ribed below will requi	re ir	nsurance covera	ge unde	r the Equipment Leas	se Agreen	nent dated April
	COMMENCEMENT	YEAR	MAKE		MODEL	VEH	HCLE INDENTIFICATION NUMBER	(YEARS)	
	4/28/2014	2015	Peterbilt		389	1XP	XP4ËX0FD270286 ,	5.00	
									:
Preliminary v	erification of insura	ance was rec	eived on April 28, 20	14 v	ria FAX.				
Payee on ou further agree insurance. The Lessor.	r policy or policies ed that you shall he policy shall pro	s under whic give 30 day vide that Le	Corp. as Lessor and th such equipment is s prior written notice ssor's interest shall n	to I to at b	be insured and PACCAR Finan be invalidated by	that inst cial Col any ac	urance∥certificates wi rp. for any changes ts, omissions, or negl	il be provi or cancel lect of any	lations of such
Please acception	pt this as authoriz p. at the address i	zation for yo ndicated bel	ur compliance in for ow.	war	ding the necess	ary doc	uments as promptly	as possib	le to PACCAR
PA	CCAR Financial	Corp.			BY: SA	Bod	ich		SIGNHER
ADDRESS:	P.O. Box 2374				Craig A Bodette	f Financ	:e		
CITY, STATE, ZIP. Denton TX 76202				DATE: April	28, 201	4			

FAX:

Denton, TX 76202

(425) 468-8561



**PACCAR Financial Corp.** 

Lease 4 of 6 - Account 7994



## EQUIPMENT LEASE AGREEMENT SCHEDULE A: RENTAL PAYMENTS

Schedule A is made a part of the Equipment Lease Agreement dated April 26, 2014 between PACCAR Financial Corp. ("Lesser") and Walded Construction LP ("Lesser").

COMMENCEM	EHT DATE:	TERM OF LEASEING.	F HOHINS):	LOCATION OF THE EQUIPMENT			
Ma	arch 29, 2017	3	8	28933 Eckel Rd Perryaburg, OH 43651			151
TATE OF JU		STATE TITLING EQUIP	MEINT:	BASEPLATER	O BYATE! HOITAME		
	Ohlo	O	ılo		Ohlo, V	Vood, Perryysburg	
		DESCRIPTION OF EQUIPMENT	ř				
YEAR	MAKE	MODEL	VEHICLE IDEN	iificatioii En	GROSS WEIGHT	COREDUIT V	HOHTHLY NENTAL PUT
2010	Peterbill	369	1XPXP4EX5	JD433183	80000	\$168,915,24	\$3,266,70
2018	Potorbilt	389	1XPXP4EX7		80000	108,915.24	3,286 7
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<sup>\*</sup> The reported taxable grees weight must be no more than the highest gross weight declared for any purpose including registering a vehicle in a state.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all at which together shall constitute one and the same agreement. A photocopy or electronic signed copy of any such counterpart shall have the same force and effect as an original (ink) signature.

LESSOR: PAGCAR Pinancial Corp.	LESSES: Walded Construction LP	
GY: Chip Br	mul mul	Va
	Dean McDowell	
THE Admin/ In Supervior	TITLE: CFO	
DATE March 29, 2017	March 29, 2017	

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

CAT. NO. 4053 LDM (7/2015)



### REQUEST FOR LEASE INSURANCE CERTIFICATION

TO: INSURANCE COMPANY OR AGENT					FROM: LESSEE				
HAUE: MC	Griff, Slebels & Wi	Illams, In	ю.		Welded Gonstruction LP				
ADDREGS: PO	BOX 10265				ADDRESS: 26933 Eckel Rd				
CITY, STATE, ZIP Birmingham, AL 35202					CITY, STATE, 747: Potry	sburg,	OH 43551		
ADENT:	wan Wastmarelan		PHONE HUMBER: 800-476-2211		<u> </u>				
4 m. a. d. a. V. amman. i									
KZ	CERTIFICATION	REQUES		***			POLLUTIO	ALI IABII ITY	,, <u> </u>
LIAI	SILITY *		PHYSI	CAL	DAMAGE				1
\$1,000,000 n	ninimum combinad : :urranca.	singlo	\$5,000 maximum (or C.A.C.) and ca		ciibla, compraliani n.	ilvo	Sm of Imzardous malada	inimum for ice la.	nsportation
ехавенон:			EXCEPTION:				EXCEPTION		ļ
							elter by A.M. Bast P	Co Turde	
commodily re	istrictions, or drive	rexclusio	by an insurance compone to the policy are not	nliov.	/od.				
Plaase be ad	lvised that the equ ugh PACGAR Fin	lpmont d	loscribed below Will requ	ulra li	asumnen covoraç	jo undo	r the Equipment Lees	a Agroemen	t dated April
20, 2014 1110	COMMERCEMENT	YEAR	I were		hober	NODEL ACIACTE MOCHAIN		VENEY	
	3/29/2017	2018	Paterbill	*****	389		XP4EX6J0433183 XP4EX7J0433184	3,00 3,00	
	3/29/2017	2018	Peterbill		989	IAF	X146X150430164	3,00	
				~~~~~				<u></u> J	
			received on March 29,						
M			lal Corp. as Lassor and which such equipment	8 10	ha innurad add i	เหลา เกลา	iranca canilicalas Wil	i oo nrovidai	I. YVO HAYG
441		שניות מתו	days prior writton notic Lessor's interest shall	101 101	PACICIAN MINNS	กเสย เวด	ID. IOF BOV CODDOBS	or cancenau	ons or buch
Lessor.									
Please accop Financial Cor	nt this as outhoriz p, of the address i	alion for ndicated	r yaur compliance in fo below.	awac	ding the necess	ary doc	uments as promptly	as possible	to PACCAR
PA	.CCAR Financial (	Corp.			DY.	Mis.e	//		There
		., .			Dean McDowell	110026	4		<u> </u>
ADDRESS:	P.O. Box 2374				TITLE: CFO				
CITY, STATE, 2m		02			DATE. More	1 29, 20	)17		
FAX.							otheration and attended to the contract of the		



EXTRACT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS

# BOARD RESOLUTION AUTHORIZATION TO INCUR INDEBTEDNESS & PLEDGE ASSETS

OF: HELD	ELD ON: March 29,2017	
RES	ESOLVED, that the officers of this Corporation be and each hereby is sufficience and directed;	
(1)	To Incur indobtedness in behalf of this Corporation by lessing from or making other financial Corp. for such period of time and upon such terms and conditions and at such radiuscration seem advisable; and	ing or cradit atrangoments with PACCAR slee and charges as may to thum in their
(2)	for such indebladness; and	
(3)	To take all such action and to execute in the name and on the behalf of this Corporation, a deliver all such instruments and documents and to pay all such exponses as in their judgme out the intent and to accomplish the purposes of the foregoing; and	inder lis corporate seal or elherwise, and nt altuil be edvisable in order to felly carry
cradi	ESOLVED, that ony and off actions horotoforo taken by the officers of this Corporation in confi adit arrangements with PACCAR Financial Corp. or loken to accomplish the purpose and intent o in all respects approved, ratified and confirmed; and	action with any prior loans or financing or of the loregoing resolution be and hereby
unill	ESOLVED, that the authority conferred upon the efficers of this Corporation by the foregoing re hill 30 days after written notice of revocation is delivered to PACCAR Financial Corp. at its princip anton, TX 76205.	isolution shall continue in force and effect at affice at 1700 Woodbrack Street,
was	Secretary of Welded Construction LP certify that the lead to the solutions adopted at a meeting of the Board of Directors of said Corporation held on March as called after due notice was given or waived, and at which meeting a quorum was present and effect.	d that such resolutions romain in full force
Part	olso cortify that:  Dean McDowell  and Stephen Hawkin  orporation  Andrew Meth  Andrew Meth  Antrew Fretti  Antress my hand of said Corporation this twenty-ninth day of March, 2017.	blae to erositio otab ekti no era _
	Socrolary	mill &



#### LEASE CROSS-DEFAULT AND CROSS COLLATERAL AGREEMENT

TO: PACCAR Financial Corp.

You have made one or more leans and/or leases to us (herein designated "Accounts") for the purpose of our buying, or refinancing already purchased, equipment and/or inventory (herein designated "Collateral"). The Accounts create security interests in the Collateral.

In order to induce you to extend our time of payment on one or more Accounts and/or to make additional loans to us and/or to lease Collateral to us and/or to purchase additional Accounts, and in consideration of you so doing, and for other good and valuable consideration, the receipt and sufficiency of which we havely acknowledge, we agree as follows:

- (1) All presently existing and hereafter acquired Collateral (the description of which is incorporated herein by reference) in which you have or shall have a security interest shall secure the payment and performance of all of our flabilities and obligations to you of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements or otherwise (herein individually and collectively designated "Obligations").
- (2) We further agree that your security interest in the Collateral covered by any Account now held or hereafter acquired by you shall not be terminated in whole or part until and unless all of our Obligations to you are fully paid and satisfied and the terms of every Account now owned or hereafter acquired by you have been fully performed by us. It is further agreed that you are to retain your security interest in all Collateral covered by all Accounts now owned or hereafter acquired by you, as security for payment and performance under every Account, notwithstanding the fact that one or more of such Accounts have been or may become fully paid.
- (3) A default under any Account or other agreement between us shall be deemed to be a default under all other Accounts and agreements.
- (4) Upon our default, any and all Accounts and agreements shall, at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction(s) and as otherwise granted or accorded to you under any Account, other agreement, rule of taw, judicial decision or statute. We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or other disposition of collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least tan (10) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.
- (5) All rights and remedies granted to you hereunder shall be cumulative and not attenuative, shall be in addition to, and shall in no manner impair or affect, your rights and remedies under any existing Account, agreement, statute, judicial decision or rule of law.

This instrument is intended to croste cross-default and cross-security between and among all Accounts now owned or hereafter acquired by you.

This agreement may not be varied or alliered nor its provisions waived except by our duly executed written agreement. This agreement shall inure to the benefit of your successors and assigns and shall be binding upon our heirs, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement this twenty-ninth day of March, 2017.

LEUSCC:	Wolded Construction LP	
ADORES	s: 26933 Eckel Rd	
CITY, ST	ATE DP: Perrysburg, OH 43551	
HY:	72 MMA	56
NAME:	Daan McDowell	
TITLE	CFO	

DocuSign Envelope ID: FD832AE1-3EE1-404C-84D2-A0B1E9C6139D



Charlene McDaniel

Title:

Area Administration Manager April 26, 2017

Account number:	7994		LEASE REVISIO	N AGREEMEN
It is mutually agreed that the as Lessor, and Welded Co	ne Schedule A dated 3/ Instruction, LP. as Les	<b>29/2017</b> by a ssee coverin	and between PACCAR FI g the following equipment	NANCIAL COR
Year	Make	Model	Vin	
2018	Peterbilt	389	1XPXP4EX5JD433183	
2018	Peterbilt	389	1XPXP4EX7JD433184	
be and hereby is amended payable in the amounts and Thirty-Six (36) monthly in	d at times as follows:			
paid in full.	•			nen account is
*Revision due to Lessee's r not reflect Sales Tax.	equest to change payn	nent date fro	m the 29 <sup>th</sup> to the 1 <sup>st</sup> . Payr	ments above do
Except for modifications abounchanged. <b>New maturity</b>	ove stated, the original date is 4/1/2020.	Schedule A	shall remain in full force a	ind effect
Lessor manages certain of i Internal Revenue Code. In obligations, to purchase and payments should be made p	connection with that pro I sell the leased equipn	ogram, PFC nent describe	has assigned its rights, hi	it not ite
essee agrees to pay the for payment schedule set out al	llowing fees in consider	ration of Les	sor's agreement to the rev	vised rental
00.00	\$0,00		\$0.00	
Extension Fee	Processing	Fee	Total	
essor: <u>Paccar Financial C</u>	orp.	Lesse	e: Welded Construction,	<u>LP.</u>
Charlene McDaniel			Dean Medowell	
3y:5AGED7D72F2A4FD		By:	EB371E8D20E3424	

Dean McDowell

CFO April 26, 2017

Title: Date: DocuSign Envelope (D: FD832AE1-3EE1-404C-84D2-A0B1E9C6139D



CASUALTY AND TERMINATION SCHEDULE

This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Welded Construction LP ("Lessee"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

Period	Date	Percentage	Period	Date	Percentage	Period	Date	Percentage
2	6/1/17	111.59						
3	8/1/17	110.27						
4	7/1/17	108.94						
5	8/1/17	107.59						
5 6	9/1/17	106.23						
7	10/1/17	104.86						
8	11/1/17	103.47						
9	12/1/17	102.07						
10	1/1/18	100.85						
11	2/1/18	99.22						
12	3/1/18	97.78						
13	4/1/18	96.33						
14	5/1/18	94.86						
15	6/1/18	93.38						
16	7/1/18	91.88						
17	8/1/18	90.36						
18	9/1/18	88.83						
19	10/1/18	87.29						
20	11/1/18	85.73						
21	12/1/18	84.15						
22	1/1/19	82.56						
23	2/1/19	80.95						
24	3/1/19	79.33						
25	4/1/19	77.70						
26	5/1/19	76.07						
27	6/1/19	74.42						
28	7/1/19	72.76						
29	8/1/19	71.10 69.42						
30	9/1/19 10/1/19	69.42 67.73						
31	11/1/19	66.04						
32		64.33						
33	12/1/19 1/1/20	62.62						
34 35	2/1/20	60.89						
35	3/1/20	59,15						
36 37	4/1/20	57.40						
37	4/1/20	57.4U						

LESSOR: PACCAR Financial Corp.	LESSEE: Welded Construction LP
BY: Docusigned by: Charlene McDaniel	BY: Doousigned by:  Dean McDowell
TITLE: SAGEDYDYZEZAAFO	Dean McDowell E0271E0D20E3424.
Area Administration Manager  DATE: April 26, 2017	DATE: April 26, 2017

**Certificate Of Completion** 

Envelope ld: FD832AE13EE1404C84D2A0B1E9C6139D

Subject: Please DocuSign this document: Welded Revision Acct 6807994.pdf

SenderNameFromFSCSDealer:

 ${\bf Click User Name Sender From FSCSDealer:}$ 

DealerNameFromFSCSDealer:

AreaOfficeName: AreaOfficeCode:

Source Envelope:

Document Pages: 3 Supplemental Document Pages: 0

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &

Canada)

**Record Tracking** 

Status: Original

4/27/2017 6:27:10 AM

Signatures: 5

Payments: 0

Initials: 0

Holder: Char McDaniel

Dean McDowell

EB3715BD20E3424

chariene.mcdaniel@paccar.com

Signature Signer Events

Dean McDowell Dmcdowell@welded.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

ID:

Charlene McDaniel

charlene.mcdaniel@paccar.com

Area Administration Manager

PACCAR Finance

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Charlene McDaniel

640507072F2A4FO.

Using IP Address: 71.14.148.41

Using IP Address: 72.240.44.50

Signature In Person Signer Events

Status **Editor Delivery Events** 

Status **Agent Delivery Events** 

Intermediary Delivery Events Status

Status **Certified Delivery Events** 

Carbon Copy Events

**Status** 

**Timestamp** 

Status: Completed

Envelope Originator:

750 Houser Way N

Renton, WA 98058

Location: DocuSign

**Timestamp** 

IP Address: 71.14.148.41

Sent: 4/27/2017 6:36:27 AM

Viewed: 4/27/2017 10:48:42 AM

Signed: 5/5/2017 8:45:46 AM

Sent: 5/5/2017 8:45:47 AM

Viewed: 5/5/2017 9:28:24 AM

Signed: 5/5/2017 9:30:09 AM

charlene.mcdaniel@paccar.com

Char McDaniel

Timestamp

**Timestamp** 

**Timestamp** 

**Timestamp** 

**Timestamp** 

**Carbon Copy Events** 

Brian Patterson
BPatterson@welded.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Status

**COPIED** 

Timestamp

Sent: 5/5/2017 9:30:10 AM

**Notary Events** 

Envelope Summary Events
Envelope Sent

Certified Delivered Signing Complete Completed

Payment Events

Status

Hashed/Encrypted Security Checked Security Checked Security Checked

Status

Timestamp

**Timestamps**5/5/2017 9:30:10 AM
5/5/2017 9:30:10 AM
5/5/2017 9:30:10 AM
5/5/2017 9:30:10 AM

Timestamps

### Case 18-12378-KG Doc 243-3 Filed 11/16/18 Page 48 of 70



### **Welded Constructions LP**

Modification Date:

5/5/2017

Modification Code: 50 Administrative



Decision Codes	
<u>Decision</u>	
Decision Reasons  1. 2.	
3.	
Please provide reason for Modification:	
this is the first modification - a due date change	
<u>Justification:</u>	
Conditions:	
<u>conditions</u>	
Recommend:  5/5/2017	5/5/2017
Concur: Concur	
5/5/2017 Approve:	5/5/2017
5/5/2017	5/5/2017
Authorization Reference:	

Na wi	WOLIOGERUPATEO THE	1466
	RESIDENT CNTY WOOD STATE OF OHIO No. 87 0128 9871	
	ORIGINAL ISSUEDATE 04/13/2017	
	INTERPOLATION NUMBER  1XPXP4EX5JD433183  COMMENTS  PURCHASE PRICE  \$150,219,11  EXEMPT  MILEAGE  PURCHASE  PURCHASE	
	CONVERSION RL 7 OK-MCO-OUT OF STATE	
	BRAND(8) OWNER 25211428 LD001777 PACCAR FINANCIAL CORP	
6	PO BOX 1518 LAW DEPT BELLEVUE, WA 98004	
	PREVIOUS OWNER RUSH TRUCK CENTER	0
	PO BOX 271148 OKLAHOMA CITY, OK 73137	
		100
	LIEN DISCHARGE LIEN DISCHARGE	D A
	Lienholder Lienholder by:	
	Authorized signature date Authorized signature date  CLERK LIEN CANCELLATION CLERK LIEN CANCELLATION  by:  by:	
	Deputy Clerk date Deputy Clerk date WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF APRIL, 2017	
	%138334757 (SEAL)	
	* % 138334757 * CINDYAHOFNER	
	SLN III	
	DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.	W

	RESIDENT CATTY WOOD STATE OF OHIO No. 87 0128 9870	
	ORIGINAL BRUE DATE 04/13/2017	
	DENTIFICATION NUMBER  1XPXP4EX7JD433184  COMMENTS  PURCHASE PRICE  \$150,219.11  EXEMPT MILEAGE  PURCHASE PRICE  PURCHASE PRICE	
	CONVERSION RL 184 OK-MCO - OUT OF STATE MLG BRAND ACTUAL	
	BRAND(8)  OWNER 25211428 LD801777  PACCAR FINANCIAL CORP	
	PO BOX 1518 LAW DEPT BELLEVUE, WA 98004	
	PREVIOUS OWNER RUSH TRUCK CENTER	
	PO BOX 271148 OKLAHOMA CITY, OK 73137	
	LIEN DISCHARGE  Lienholder  Lienholder	
•	by: by: Authorized signature date Authorized signature date	
	CLERK LIEN CANCELLATION  by:  Deputy Clerk date Deputy Clerk date	
	WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF APRIL, 2017	
	%138334756	
	* % 1 3 8 3 3 4 7 5 6 * CINDY A HOPNER SOURCE SLN_	
	%138334756 CLERK OF COUNTS SLN SLN	
BMV 3800	DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.	

**PACCAR Financial Corp.** 

Lease 5 of 6 - Account 2093



### EQUIPMENT LEASE AGREEMENT SCHEDULE A: RENTAL PAYMENTS

Schedule A is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Wolded Construction LP ("Lessee").

COMMERCEN	MENT DATE:	TERM OF LEASE(NO.	of Months):	LOCATION OF THE EQUIPMENT.					
A	pril 17, 2017	3	36		26933 Eckel F	Rd Perrysburg, OH 435	i51		
STATE OF JU	RISDICTION:	STATE TITLING EQUIP	STATE TITLING EQUIPMENT.		BASE PLATE REGISTHATION (STATE, COUNTY, CITY):				
	Ohło	0	hio	Ohio, Wood, Perryysburg					
		DESCRIPTION OF EQUIPMEN				4011101115	MANTERV		
YEAR	MAKE	MODEL	VEHICLE IDEN	TIFICATION ER	GROSS WEIGHT	SCHEOLILE A VALUE	MONTRLY HENTAL PAIT		
2017	Peterbill	389	1XPXD49X4	1XPXD49X4HD391313		\$139,767.00	\$2,894.6		
2018	Peterbilt	389	1XPXD49X7	JD433186	52000	139,767.00	2,701.4		
2018	Peterbilt	309	1XPXD49X0	JD433188	52000	139,767.00	2,626.6		
2018	Peterbill	389	1XPXD49X8	JD433245	52000	139,767.00	2,626.6		
2018	Peterbilt	389	1XPXD49XX	JD433246	52000	139,767.00	2,626.6		
			1						
1		}	[						

<sup>\*</sup>The reported laxable gross weight must be no more than the highest gross weight declared for any purpose including registering a vehicle in a state.

MONTHLY RENTALS  1. Schedule A Value (Tota) Equ  2. Adjustments  3. Adjusted Schedule A Value  4. Base Monthly Value  5. Tax Additions State Ohlo County Wood City Perryysburg ICC # 80152	0.0000% 0.0000% 0.0000% 0.0000% (If exempt from st	\$698,835.00 0.00 698,835.00 13,478.12 0.00 0.00 0.00	AMOUNT DUE AT DELIVERY  1. Advance Rentals  0 @ \$13,476.12  2. Security Deposit (refundable)  3. Interim Rent (Extra Days)  4. Licanse, Title, UCC & Registration  5. Other NA  6. Document Preparation Fee  7. Total Amount Due at Delivery Advance rental payment and interim rent are du	\$0.00 0.00 0.00 0.00 0.00 0.00 \$0.00
		ate & local taxes)	Jotal Amount Due at Delivery     Advance rental payment and interim rent are du     thereafter monthly rental payments are due on t     of each month beginning May 17, 2017.	e at delivery,

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A photocopy or electronic signed copy of any such counterpart shall have the same force and effect as an original (ink) signature.

LESSOR: PACCAR Financial Corp.	LESSEE: Welded Construction LP
Juan James	Dean McDowell
TITLE: (ATH	TIFLE: CFO
DATE April 17, 2017	thate April 17, 2017

Lessor manages certain of its assets through a like-kind exchange program, in connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

CAT, NO. 4053 LDM (7/2016)



This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Welded Construction LP ("Lessee"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

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Parlod	Date	Percentage	Perlod	Date	Percentage	Period	Dato	Percentage
1	5/17/17	111,73						
	6/17/17	110 49						
2 3	7/17/17	109.23						
4	8/17/17	107.97						
5	9/17/17	108.69						
6	10/17/17	105.40						
7	11/17/17	104.09						
8	12/17/17	102.78						
9	1/17/18	101.44						
10	2/17/18	100.10						
11	3/17/18	98.74						
12	4/17/18	97.38						
13	5/17/18	95.99						
14	6/17/18	94.59						
15	7/17/18	93.17						
16	8/17/18	91.74						
17	9/17/18	90.29						
18	10/17/18	88.83						
19	11/17/18	87.35						
20	12/17/18	85.86						
21	1/17/19	B4.35						
22	2/17/19	82.83						
23	3/17/19	81.30						
24	4/17/10	79.76						
25	5/17/19	78.22						
26	6/17/19	76.66						
27	7/17/19	75.09						
28	8/17/19	73.52						
29	9/17/19	71.93						
30	10/17/19	70.34						
31	11/17/19	68.73						
32	12/17/19	87.12						
33	1/17/20	65.49						
34	2/17/20	63.86	1	JINS: 4	33188, 4332	45-433246		
35	3/17/20	62.23			<del></del>			
36	4/17/20	60.60						

PACCAR Financial Corp.	LEGSEE: Welded Construction LP
un Juan Barmer	DBBn McDowell
TITLE: (A II)	TITLE: GFO
DATE: April 17, 2017	DATE: April 17, 2017

CAT. NO. 4144 LDM (6/2015)



<u> 18 januari - Arthur Barrier, ann an Santa an Aireann an Aireann an Aireann an Aireann an Aireann an Aireann a</u>

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Perlod	Date	Parcontago	Period	Date	Percentage	Period	Ont	o Percontago
4	6/17/17	111.73						
1	6/17/17	110.44						
2	7/17/17	109.13						
3	8/17/17	107.81						
4	9/17/17	106,48						
5	10/17/17	105,13						
6		103.77						
7	11/17/17	102.40						
8 9	12/17/17	101.01						
9	1/17/18							
10	2/17/18	99,61						
11	3/17/18	98.19 98.77						
12	4/17/18							
13	5/17/18	95.33						
14	8/17/18	93.87						
15	7/17/18	92,39						
16	8/17/18	90.91						
17	9/17/18	89.40						
18	10/17/18	87.88						
19	11/17/18	86,35						
20	12/17/18	84.80						
21	1/17/19	83.24						
22	2/17/19	81.66						
23	3/17/19	80.07						
24	4/17/19	78.47						
25	5/17/19	76.86						
26	6/17/19	75.25						
27	7/17/19	73.62						
28	8/17/19	71,98						
29	9/17/19	70.34						
30	10/17/19	88.68						
31	11/17/19	67.01						
32	12/17/19	65,34						
33	1/17/20	63.65						
34	2/17/20							
35	3/17/20	60,26						
36	4/17/20	58.57						

VIN: 433186

PACCAR Financial Corp.	Velded Construction LP
m. Durntamer	Dean McDawell
TITLE: CHILL	TITLE: CFO
DATE: April 17, 2017	DATE: April 17, 2017

CAT. NO. 4144 LDM (6/2015)



This Casually and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Welded Construction LP ("Lessee"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights, but not the obligations, of Lessor to purchase and self the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

Period	Dato	Percentage	Parlod	Date Percentage	Perlod	Date Percentage
1	5/17/17	111.73				
2	6/17/17	110.30				
2 3	7/17/17	108,85				
4	8/17/17	107.39				
5	9/17/17	105,92				
ñ	10/17/17	104.43				
4 5 6 7	11/17/17	102.93				
8	12/17/17	101.41				
8 9	1/17/18	89,88				
10	2/17/18	98.34				
11	3/17/18	96.78				
12	4/17/18	95.21				
13	5/17/18	93.62				
14	6/17/18	92.02				
15	7/17/18	90,40				
16	8/17/18	88.76				
16 17	9/17/18	87.11				
18	10/17/18	B5.44				
19	11/17/18	83.78				
20	12/17/18	82.06				
21	1/17/19	80.34				
22	2/17/19	78.61				
23	3/17/19	76.87				
24	4/17/19	75,12				
25	5/17/19	73.36				
26	6/17/19	71.59				
27	7/17/19	69.81				
28	8/17/19	68.02				
29	9/17/19	68.22				
30	10/17/19	84.41				
31	11/17/19	62.58				
32	12/17/19	60.75				
33	1/17/20	58.91				
34	2/17/20	57.05				
35	3/17/20	55.19				
36	4/17/20	63,33				

VIN: 391313

LESSOR:	PACCAR Financial Corp.	CESSES: Welded Construction LP
BY:	Shandamer	Dogs McDowell
TITLE:	CATH	TITLE CFO
DAYE:	April 17, 2017	DATE: April 17, 2017

GAT, NO. 4144 LDM (5/2015)



#### REQUEST FOR LEASE INSURANCE CERTIFICATION

TO: INSURANCE COMPANY OR AGENT			FROM: LESSE	E			
McGriff, Slebels & Williams, Inc.			NAME: Welded Construction LP				
ADDRESS: PO BOX 10265			ADDRESS: 26933 Eckel Rd				
GITY, STATE, 2019 Birmingham, AL 35202			CITY, STATE, ZIP: Perrysburg, OH 43651				
ABENT: PHO	не мимвея: 800-476-2211						
COVERAGE CERTIFICATION REQUESTED	)						
LIABILITY '	TRA	CAL I	DAMAGE		POLLUTIO	N LIABIL	ITY *
\$1,000,000 minimum combined single \$5,000 maximum dedu					transportation		
limits per occurrence.  EXCEPTION:	(or G.A.G.) and co	noieilic	L	of hazardous malerials.			
*The insurance must be underwritten by a commodity restrictions, or driver exclusions t	in insurance comp to the policy are not	any c allow	urrently reted "A ed.	\-" or b	etter by A.M. Best 8	l Co. Ten	ttory limitation,
Please be advised that the equipment descr 28, 2014 through PACCAR Financial Corp.	per lilw woled badin			je unde	r the Equipment Leas	зе Адгеел	ent dated April
COMMENCEMENT YEAR	MAKE		NODEL	VEI	HICLE INDENTIFICATION	(SMB)	
4/17/2017 2017 4/17/2017 2018	Peterbilt Peterbilt		389 389		XD49X4HD391313 XD49X7JD433186	3,00	
4/17/2017 2018	Peterbilt Peterbilt		380 389	1XP	XD49X0JD433188 XD49X8JD433246	3.00	
4/17/2017   2018   4/17/2017   2018	Paterbili		389		XD49XXJD433246	3.00	
1							
						لـــــا	
Preliminary verification of insurance was recovered when the transfer of the present that PACCAR Financial Countries are the present that the present the present the present that the present the present that the present	tom ne Laesar an	d mur	er of the shove	enulon	nent, shall be an Ado	illionel Ins	ured and Loss
Payee on our policy or policies under which further agreed that you shall give 30 days	h auch aculomant	io la l	na incurad and i	hat inst	Trance cerniicales Wu	ii na provi	aea. yye naye
Insurance. The policy shall provide that Les	s phor whiten hold sports interest shall	nat b	e invalidated by	any ac	ls, omissions, or negi	lect of any	one other than
Lessor. Please accept this as authorization for you	ur compliance in fo	orward	ding the necessi	ary doc	umenta as promptly	as possib	le to PACCAR
Financial Corp. at the address indicated belo	ow.						
PACCAR Financial Corp.			Yes T	me	U		Was
			Dean McDowell				
P.O. Box 2374			DATE				
CHY, STATE, 24P: Denton, TX 76202			April :	17, 201	7		
(425) 468-8561			J				

CAT. NO. 4055a LDM 7/2008

31-1000

and the	
	STATE OF OHIO No.87 0129 1967
	RESIDENT CIVITY WOOD  ISSUE DATE  ORIGINAL  04/24/2017
>	DENTIFICATION NUMBER  1XPXD49X4HD391313  COMMENTS  VEAR MAKE MAKE DESCRIPTION 2017 PTRB PETERBILT MOTOR BOOY TYPE MODEL DESCRIPTION \$126,153.00 TK 389
	EXEMPT MLEAGE EVIDENCE CONVERSION RL EXEMPT OK-MCO-OUT OF STATE MLG BRAND
?	BRAND(S) OVAMER 25211428 LD001777 PACCAR FINANCIAL CORP
	PO BOX 1518 LAW DEPT BELLEVUE, WA 98004
	PREVIOUS OWNER RUSH PETERBILT TRUCK CENTERS
	PO BOX 271148 OKLAHOMA CITY, OK 73137
	LIEN DISCHARGE LIEN DISCHARGE
	Lienholder Lienholder
	by:  Authorized signature date Authorized signature  CLERK LIEN CANCELLATION  by:  by:  by:
	Deputy Clerk date Deputy Clerk  WITNESS MY HAND AND OFFICIAL SEAL THIS 24TH DAY OF APHIL 18
	%138336675
	Maria de la compania
	* 2 1 3 8 3 3 b b 7 5 * CINDVA HOTNIED
	* % 138336675 * CINDY A HOFNER / CLERK OF COURTS MME MME
•	
	DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

KERIDENT CNTA MOOD	STATE OF OF	
IDENTIFICATION NUMBER	ORIGI <b>NA</b> L YEAR	ISSUE DA' 0 4/2 4/20' MAKE MAKE DESCRIPTION
1XPXD49X0JD43318	\$126.163.00 TK	YPE MODEL DESCRIPTION 389
CONVERSION	EXEMPT MILEAG RL EXEMPT MLO BRAND	and the same of th
BRAND(8) OWNER PACCAR FINANCIAL CORP		25211428 LD0017
PO BOX 1518 LAW DEPT BELLEVUE, WA 98004		
PREVIOUS OWNER RUSH PETERBILT TRUCK O	CENTERS	
PO BOX 271148 OKLAHOMA CITY, OK 73137	7	
LIEN DISCHARGE	LIEN DISCH Lienholder	IARGE
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Authorized signature CLERK LIEN CANCELLATION	date CLERK LIEI by:	Authorized signature ( ) date on CANCELLATION
by: Deputy Clerk WITNESS MY HAND AND OF	date FICIAL SEAL THIS 24TH DA	Deputy Clark  Y OF AFRIL 2017
%138336		(SEAL) HID WANTED
		Il a Hopen
		AHOFNER /

31-1001 No.87 0129 1971 STATE OF OHIO DOOM ALMO DAIRSEI RESIDENT CNTY WOOD ISSUE DATE ORIGINAL 04/24/2017 YEAR MAKE DESCRIPTION DENTIFICATION NUMBER PETERBILT 2018 1XPXD49X7JD433186 MODEL DESCRIPTION PURCHASE PRICE BODY TYPE 389 TK \$126,606.00 EVIDENCE EXEMPT MILEAGE OK-MCO - OUT OF STATE CONVERSION RL EXEMPT MLG BRAND BRAND(8) LD001777 25211428 OWNER PACCAR FINANCIAL CORP PO BOX 1518 LAW DEPT BELLEVUE, WA 98004 PREVIOUS OWNER RUSH PETERBILT TRUCK CENTERS PO BOX 271148 OKLAHOMA CITY, OK 73137 LIEN DISCHARGE LIEN DISCHARGE Authorized signatu Authorized signature date CLERK LIEN CANCELLATION CLERK LIEN CANCELLATION Deputy Clerk Deputy Clerk MITNESS MY HAND AND OFFICIAL SEAL THIS 24TH DAY OF APRIL %138336679 % 1 3 8 3 3 6 6 7 9 \* CINDY A HOPNER %138336679 MME CLERK OF COURTS BMV 3800 4/16 [760-1503]

31-1003

RESIDENT CHTY WOOD	STATE OF OHIO	No.87 012	9 1969
4,000	ORIGINAL		188UE DA 04/24/20
EXPXD49X8JD433245 COMMENTS	YEAR MAKE 2018 PLRCHASE PRICE BODY TYPE \$126,028,00 TK EXEMPT MLEAGE	MAKE DESCRIPTION PETERBILT MODEL DESCRIPTION 389 EVIDENCE	
CONVERSION MLG	RL EXEMPT	OK-MCO - OUT O	FSTATI
BRAND(S) OWNER PACCAR FINANCIAL CORP		25211428	LD001
PO BOX 1518 LAW DEPT BELLEVUE, WA 98004	7 3		
PREVIOUS OWNER RUSH PETERBILT TRUCK CEI	NTEDC		
PO BOX 271148 OKLAHOMA CITY, OK 73137	y i Lino		
LIEN DISCHARGE Lienholder	LIEN DISCHARGE Lienholder	C ERK	of co
by:  Authorized signature  CLERK LIEN CANCELLATION  by:	by:  date Authoriz  CLERK LIEN CANCEL	ed signature	Galls of
Deputy Clerk  YYITNESS MY HAND AND OFFIC	date Deputy		date
%1383366		(SEAL)	
	IIIIII Cil	a Hofre	<sub>p</sub> prompte.
	7 7 * CINDY A HOFN	co f	

31-1002

RESIDENT CHITY WOOD	STATE OF OHIO	: :
DENTIFICATION NUMBER 1XPXD49XXJD43324 COMMENTS		ISSUE DATE 04/24/2017  KE MAKE DESCRIPTION PETERBILT MODEL DESCRIPTION 389
15 :	EXEMPT MILEAGE RL EXEMPT MLG SRAND	OK-MCO - OUT OF STATE
BRAND(S) OWNER PACCAR FINANCIAL CORP		25211428 LD001777
PO BOX 1518 LAW DEPT BELLEVUE, WA 98004 PREVIOUS OWNER		
RUSH PETERBILT TRUCK C PO BOX 271148 OKLAHOMA CITY, OK 73137		
LIEN DISCHARGE	LIEN DISCHARGE	FRK OF COM
Lienholder by:	by:	
Authorized signature CLERK LIEN CANCELLATION by:	date Autho CLERK LIEN CANC by:	<u> </u>
Deputy Clerk WITNESS MY HAND AND OFF %1383366	TCIAL SEAL THIS 24TH DAY OF	y Clerk APRIL, 2017 (SEAL)
	IIIIIII Cil	a Hopen
* % 1 3 8 3 3 6 6 7 6 · · · · · · · · · · · · · · · ·	6 7 6 * CINDY A HOF	45

**PACCAR Financial Corp.** 

Lease 6 of 6 - Account 2432



### EQUIPMENT LEASE AGREEMENT SCHEDULE A: RENTAL PAYMENTS

Schedule A is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Welded Construction LP ("Lossoe").

MENT DATE:	YERM OF LEASE(NO.	OF MÓNTHÐ);	LOCATION OF	THE EQUIPMENT:	LOCATION OF THE EQUIPMENT:			
April 17, 2017	8	86	26933 Eckel Rd Perrysburg, OH 43551					
URISOICTION:	STATE TITLING EQUIP	MENT:	BASE PLATE R	EDISTRATION (STATE, C	COUNTY, CITY):			
Ohlo	0	hio		Ohio, V	Vond, Perryysburg			
(	ESCRIPTION OF EQUIPMEN	Γ						
MAKE	MODEL	VEHICLE TOERN	ipication ir	TAXABLE GROSS WEIGHT	SCHEDULE A VALUE	MONTIRY RENTAL PMT		
Peterbilt	567	1XPCP4EX7	1D409010	80000	\$164,365.00	\$3,569.48		
Peterblit	567	1XPCP4EX70	3D345890	72950	152,448,00	3,476.67		
Peterbilt	567	1XPCP4EX90	3D345891	72950	152,125.00	3,466.72		
		1						
		,	•					
	April 17, 2017  JRISOICTION: Ohlo  MAKE Peterbilt Peterbilt	April 47, 2017  PRISOCTION: Ohlo  OBSCRIPTION OF EQUIPMEN  MAKE  Peterbilt  Peterbilt  567	April 17, 2017   38	April 17, 2017         36           URISDICTION: Ohilo         STATE TITLING EQUIPMENT: Ohilo         BASE PLATE IN OHIO           OBSCRIPTION OF EQUIPMENT         VEHICLE IDENTIFICATION NUMBER           MAKE         MODEL         VEHICLE IDENTIFICATION NUMBER           Peterbilt         567         1XPCP4EX7HD409010           Peterbilt         567         1XPCP4EX7GD345890	April 17, 2017         36         26933 Eckel             URISOICTION:         STATE TITLING EQUIPMENT:         BASE PLATE REGISTRATION (STATE, COMBO           Ohilo         Ohilo         Ohilo, V           DESCRIPTION OF EQUIPMENT           MAKE         MODEL         VEHICLE IDENTIFICATION NUMBER         * TAXAGLE GROSS WEIGHT           Peterbilt         567         1XPCP4EX7HD409010         80000           Peterbilt         567         1XPCP4EX7GD345890         72950	April 17, 2017         36         26933 Ecket Rd Perrysburg, OH 43/2           JRISDICTION: Ohlo         STATE TITLING EQUIPMENT: Ohlo         BASE PLATE REGISTRATION (STATE, COUNTY, CITY): Ohlo, Wood, Perryysburg           OBSCRIPTION OF EQUIPMENT           MAKE         MODIEL         VEHICLE IDENTIFICATION NUMBER         *TAXABLE GROSS WEIGHT         SCHEDULE A VALUE           Peterbilt         567         1XPCP4EX7HD409010         80000         \$164,365.00           Peterbilt         567         1XPCP4EX7GD345890         72950         152,448.00		

<sup>\*</sup> The reported taxable gross weight must be no more than the highest gross weight declared for any purpose including registering a vehicle in a state,

\*\*\*\* Each unit comes installed w/ Headrack, Welkit, PTO, Fenders, Tank Steps, Deck Plate, & Extended hoses
per customer instructions

MONTHL	Y RENTALS	•		AMOUNT DUE AT DELIVERY	
1, Schedi	ile A Value (Total Ed	ulpment Cost)	\$468,936,00	1. Advance Rentals	
2. Adjustr	nents		0.00	0 @ \$10,512,87	\$0.00
3. Adjuste	ed Schodule A Value		468,936.00	2. Security Deposit (refundable)	0.00
4. Base N	Ionthly Value		10,512.87	3. Interim Rent (Extra Days)	0.00
5. Tax Ad	ditions			4. License, Title, UCC & Registration	0.00
State	Ohio	0.0000%	0.00	5. Other NA	0.00
County	Wood	0.0000%	0.00	6. Document Preparation Fee	0.00
City	Perryysburg	0.0000%	0,00	7. Total Amount Due at Delivery	\$0.00
1CC #	80152	(If exempt from st	ate & local taxes)	Advance rental payment and Interim rent are due	at delivery,
6. Total M	Ionthly Rentals	, ,	\$10,512.87	thereafter monthly rental payments are due on the of each month beginning May 17, 2017.	e same đáy

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A photocopy or electronic signed copy of any such counterpart shall have the same force and effect as an original (ink) signature,

LESSOR: PACCAR Financial Corp.	LESSEE: Wolded Construction LP
Wishelle Frank	BY: Mull V
TITLE;	THILE: CFO
DATE April 17, 2017	олте April 17, 2017

Lessor manages certain of its assets through a like-kind exchange program. In connection therewith, notice is hereby given that the rights; but not the obligations, of Lessor to purchase and sell the assets contained herein have been assigned to PFC Exchange, LLC pursuant to an agreement between Lessor and PFC Exchange, LLC.

GAT. NO. 4053 LDM (7/2015)



CASUALTY AND TERMINATION SCHEDULE

This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Welded Construction LP ("Lessoe"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

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Period	Date	Percentage	Perlod	Date	Percentage	Period	Date Percentag
1	5/17/17	111.57					
	6/17/17	110.04					
2 3	7/17/17	108.48					
4	8/17/17	106.92					
5	9/17/17	105,35					
	10/17/17	103,76	•				
6 7	11/17/17	102.15					
ė	12/17/17	100.53					
9	1/17/18	98,89					
10	2/17/18	97.24					
11	3/17/18	95.58					
12	4/17/18	93.91					
13	5/17/18	92.21					•
14	6/17/18	90,50					
16	7/17/18	88,77					
16	8/17/18	87.02					
17	9/17/18	85.27					
18	10/17/18	83,49					
19	11/17/18	81.69					
20	12/17/18	79.89					
21	1/17/19	78.06					
22	2/17/19	76.22					
23	3/17/19	74,36					
24	4/17/19	72.50					
25	5/17/19	70.63					
26	6/17/19	68,75					
27	7/17/19	88.86					
28	8/17/19	64,95					
29	9/17/19	63.03					
30	10/17/19	61.11					
31	11/17/19	59,17	•				
32	12/17/19	57.22				•	
33	1/17/20	65.26					
34	2/17/20	53.29					
35	3/17/20	51.31					
36	4/17/20	49,33					

\$164,365.00 vin: 409010

LESSOR: PACCAR Financial Corp.	LESSEE; - Welded Construction LP
BY:	BY:  MMU
7 TOTAL PLANT	Dear McDowell
TIME: Sto CA	CFO
DATE: April 17, 2017	DATE: April 17, 2017



# CASUALTY AND TERMINATION SCHEDULE

This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Welded Construction LP ("Lessoe"). Termination values assume that all rentat payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

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Period	Date	Percentage	Period	Date	Percentage	Perfod	Date	Percentage
1	5/17/17	111.64						
2	6/17/17	110.00						
3	7/17/17	108,34						
4	8/17/17	106.67						
6	9/17/17	104.98				•		
6	10/17/17	103.28						
7	11/17/17	101.56						
8	12/17/17	99,83						
8	1/17/18	98:08						
10	2/17/18	96,32						
11	3/17/18	94.54						
12	4/17/18	92.76						
13	5/17/18	90.94						
14	6/17/18	89,12						
15	7/17/18	87,27						
16	8/17/18	85.41						
17	9/17/18	83.54						
18	10/17/18	81.64						
19	11/17/18	79.73						
20	12/17/18	77.81						
21	1/17/19	75.86						
22	2/17/19	73.90						
23	3/17/19	71.93						
24	4/17/19	69,95 67,95						
25	5/17/19 6/17/19	65.85					*	
26	7/17/19	63,94						
27	8/17/19	61,91						
28 29	9/17/19	59.87						
30	10/17/19	57.82						
31	11/17/19	55.76						
32	12/17/19	53,69						
33	1/17/20	51,60						
34	2/17/20	49.51						
35	3/17/20	47,40						
36	4/17/20	45.29						

\$152,446.00 VIN: 345890

LESSOR: PACCAR Financial Corp.	LESSEE: Welded Construction LP
DY:	ev: Marl
Michell Foody	Dean McDowell
TITLE:	OFO CFO
DATE: April 17, 2017	April 17, 2017



## CASUALTY AND TERMINATION SCHEDULE

This Casualty and Termination Schedule is made a part of the Equipment Lease Agreement dated April 28, 2014 between PACCAR Financial Corp. ("Lessor") and Welded Construction LP ("Lessee"). Termination values assume that all rental payments, fees, and other payments due under the agreement are paid. The table below reflects the percentage of original cost for casualty or termination at each rental month.

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Parlod	Date	Percentage	Period	Date	Percentage	:	Period	Date	Percentage
1	5/17/17	111.64							
2	8/17/17	110.00							
3	7/17/17	108.35							
4	8/17/17	106.68							
5	9/17/17	104.99							
6	10/17/17	103.29							
6 7	11/17/17	101.58							
8	12/17/17	99.85							
9	1/17/18	98.10							
10	2/17/18	86,34							
11	3/17/18	94.56							
12	4/17/18	92.78							
13	5/17/18	90,97							·
14	0/17/18	89.14							
15	7/17/18	87.30							
16	8/17/18	85.44							
17	9/17/18	83,57							
18	10/17/18	81.67							
19	11/17/18	79.77							
20	12/17/18	77.84							
21	1/17/19	76,90							
22	2/17/19	73.94							
23	3/17/19	71.97							
24	4/17/19	69,99							
26	5/17/19	68.00							
26	6/17/19	66.00							
27	7/17/19	63.99						•	
28 29	8/17/19	61.96							
29	9/17/19	59.92							
30	10/17/19	57.88							
31	11/17/19	55.82							
32	12/17/19	63.75							
33	1/17/20	51.67							
34	2/17/20	49,57							
35	3/17/20	47.46							
36	4/17/20	45.36							

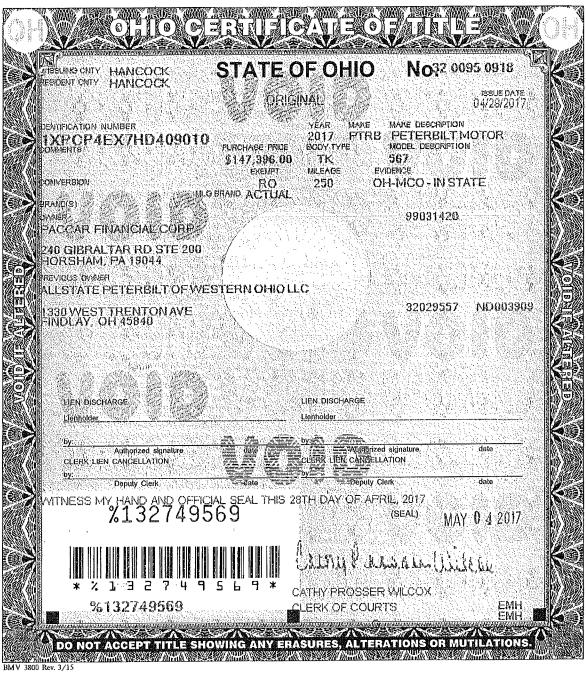
\$152,125.00 VIN: 345891

LESSOR: PACCAR Financial Corp.	LESSEE: Welded Construction LP
BY: Mary and Sorm	Dean McDowell
TITLE: CLA PA	TITLE: CFO
DATE: April 17, 2017	DATE: April 17, 2017

		VIII TO THE TOTAL THE	
FESIDENT CHTY HANCOCK	STATE OF (	JHIU NO	2 0095 0919 SSUE DATE 04/28/2017
DENTIFICATION NUMBER 1XPOP4EX7GD34584 CONNENTS	YÉAR 201 PURCHASE PRICE BIXOY \$136,180,00 TK EXEMPT MILEA RO 250 MLO BRANO ACTUAL	6 PTRB PETERE TYPE Model peac  \$ 567 GE EVIDENCE	RETION BILT MOTOR REPTION
PACCAR FINANCIAL CORP 240 GIBRALTAR RD STE 20 HORSHAM, PA 19044	a /	99031	420
ALLSTATE PETERBILT OF V 1330 WEST TRENTON AVE FINDLAY: OH 45840	VESTERN OHIO LLC	32029	557 ND083909
(III L'EN'DISCHARGE L'égholder	LIEN DIS Lichholde	SCHARGE I	
by: Authorized signature CLERK LIEN CANCELLATION: by:		AVIRÖRIZEG SIGNATURE IEN CANGELLATION	date
WITNESS MY HAND AND OFF	TCIAL SEAL THIS 28TH DA	**************************************	MAY 0 4 2017
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DO NOT ACCEPT TITLE S	HOWING ANY ERASURE	S, ALTERATIONS OF	R MUTILATIONS.

SERVING CHITY HANCOCK	STATE OF	OHIO	<b>No</b> 32 0095	
	ORIGINAL			169UE DATE 4/28/2017)
ENTIFICATION NUMBER IXPOP4EX9GD345891		16 PTRE F	AVE DESCRIPTION PETERBILT MO ODEL DESCRIPTION	TOR
OMMENTS	\$135,930,00	Π <b>ζ</b> 5	67 NCE	
DNVERSKON	in a faith an am an	all was the first walk following the property of the first of the firs	MCO - IN STATI	Ė
rand(s) Varer PACCAR FINANCIAL CORP			.99031420	
40 GIBRALTAR RD STE 200				
ORSHAM, PA 19044 EVIQUS OVERER				
LLSTATE PETERBILT OF WE	SIERNOHIOLLC		32029557 r	VD003905
330WEST TRENTON AVE INDUAY, OH 45840				98.76 <b>0.</b> 600
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ÎNDLAY OH 45840 Lien Discharge Lienholder	LIEN Elenha	DISCHARGE blder		
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BMV 3800 Rev. 3/15



## UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re:

WELDED CONSTRUCTION, LP,

Case No. 18-12378-KG

Debtor.

Chapter 11

### PROOF OF SERVICE

I, Linda Markle, an adult individual, hereby declare that I am a Bankruptcy Specialist at PACCAR Financial Corp., 777 106<sup>th</sup> Ave NE, Bellevue, WA, 98004, with a mailing address of P.O. Box 1518, Bellevue, WA, 98009-1518.

On November 16, 2018, I served a true and correct copy of PACCAR's Proof of Claim in the above-captioned matter to the following interested parties via first-class U.S. Mail, adequate postage attached, addressed as follows:

Welded Construction, L.P.

26933 Eckel Road Perrysburg, OH 43551 Debtor

Sean Matthew Beach, et al.

Young, Conaway, Stargatt & Taylor 1000 North King Street Wilmington, DE 19801 Debtor's Attorneys -via ECF by Claims Agent

Joseph W. Mintz, et al. Blank Rome, LLP

Attorneys for Official Committee of Unsecured Creditors – -- via ECF by Claims Agent

Jaclyn Weissgerber, Esq.

Office of the U.S. Trustee – via ECF by Claims Agent

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on November 16, 2018, at Bellevue, Washington.

PACCAR Financial Corp.

By: /s/ Linda Markle

Linda Markle, Bankruptcy Specialist

P.O. Box 1518

Bellevue, WA 98009-1518

Tel. (425) 468-7110

linda.markle@paccar.com

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WELDED CONSTRUCTION, L.P., et al., 1 :	Case No. 18-12378 (KG)
: :	Hearing Dated: 11/19/18 @ 11:00 (et
Debtors.	Jointly Administered

### **CERTIFICATE OF SERVICE**

I, Deirdre M. Richards, hereby certify that on November 16, 2018, I caused to be served a copy of the foregoing pleading, on all parties via the Court's ECF and as otherwise indicated below on the following:

Robert Poppiti, Esq.
Betsy L. Feldman, Esq.
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801

(VIA E-MAIL)

### FINEMAN KREKSTEIN & HARRIS PC

By: /s/ Deirdre M. Richards Deirdre M. Richards (#4191) 1300 N. King Street

Wilmington, DE 19801 Telephone: 302-538-8331 Facsimile: 302-394-9228

E-mail: <u>drichards@finemanlawfirm.com</u> *Attorneys for PACCAR Financial Corp.* 

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtor's is 26933 Eckel Road, Perrysburg, OH 43551.