

SELECTRUCKS OF HOUSTON, LLC

10011 NORTH LOOP EAST
HOUSTON, TX 77029
Phone: (713) 674-0000 Fax: (713) 580-8564
ar@strhouston.com

VEHICLE INVOICE (#)

SIV-090-00-00014247

**VEHICLE SALES INVOICE & DELIVERY RECEIPT**

OWNER			BILL TO			LIEN HOLDER		
261385 EDUADO IRONS 7803 ENCHANTED CREEK DRIVE CYPRESS, TX 77433			261385 EDUADO IRONS 7803 ENCHANTED CREEK DRIVE CYPRESS, TX 77433			MERCEDES-BENZ FINSERVUSA LLC PO BOX 279319 SACRAMENTO, CA 95827		
PURCHASE ORDER (#)	SALESMAN 1	SALESMAN 2		SALES MANAGER 1	F & I MANAGER	CLERICAL EMPLOYEE		
	101453 JOSE BARRAZA			101444 KENNETH DOMINIQUE		101446 ROBERT MARBURGER		
INVOICE DATE	TERMS	STOCK (#)	YEAR	MAKE	MODEL	VIN		
06/29/2017		191744	2012	FRHT - FREIGHTLINER	CASCADIA 125	1FUJGLDR2CSBH9264		

Gross Sales Price (\$)	42,950.00
Add-On Extra (\$)	
Extended Warranty (\$)	1,000.00
Net Sales Price(\$)	43,950.00
Federal Excise Tax (\$)	
Sales Tax (\$)	
Ad Valorem Tax (\$)	90.50
Title Fee (\$)	38.00
License Fee (\$)	
Inspection Fee (\$)	40.00
Documentary Fee (\$)	300.00
Gross Amount Due (\$)	44,418.50
Trade In Equity (\$)	
Rebates (\$)	
Insurance Premiums (\$)	
Down Payment (\$)	(4,500.00)
Net Amount Due (\$)	39,918.50

The undersigned acknowledges receipt of the above referenced vehicle and equipment from Seller and for the consideration received and Seller hereby does sell and assign them to EDUADO IRONS and EDUADO IRONS hereby assumes the risk of loss thereof. The undersigned further acknowledges that the vehicles are covered only by manufacturer's warranties and that Seller provides no other warranties, either oral or written, expressed or implied with respect to the vehicles or their condition. Seller specifically disclaims any warranty of merchantability or fitness for particular purpose. Funds to be cashier/certified check or wire transfer for immediate release of title and/or truck.

WAIVER OF DECEPTIVE TRADE PRACTICE CLAIMS & CONSUMER RIGHTS: BY SIGNED THIS DOCUMENT AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN CHOICE, I VOLUNTARILY CONSENT TO WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SEC. 17.41 ET SEQ. TEXAS BUSINESS & COMMERCE CODE, A LAW GIVING CONSUMERS SPECIAL RIGHTS & PROTECTIONS.

Signature

Name

Date

Eduardo I Irons

06-29-17

CARRIER I.C.C. NO. MC 412744

LEASE NO. ERI 717

EQUIPMENT LEASE AGREEMENT BETWEEN INDEPENDENT CONTRACTOR AND CARRIER
(For use only where independent contractor drives or furnishes drivers for equipment)

Grand Slam Trucking, Inc.; Hereinafter called CARRIER and
Eduardo Irons; Hereinafter called INDEPENDENT CONTRACTOR, hereby enter into and agree to be bound by the Equipment Lease Agreement set forth in full in the following numbered paragraphs:

1. Authorization to Sign. INDEPENDENT CONTRACTOR as used herein means any person defined in 49 C.F.R. 1057.2(d) and any contractor, agent employee, or driver of INDEPENDENT CONTRACTOR, CARRIER as used herein means any person defined as "Authorized Carrier" in 49 C.F.R. 1057.2(a) and any contractor, agent, employee, or sub-lessee of CARRIER. INDEPENDENT CONTRACTOR and CARRIER agree that any contractor, agent or regular employee of INDEPENDENT CONTRACTOR or CARRIER to whom this lease form is entrusted is hereby duly authorized to sign and perform this agreement on behalf of the respective party for whom he is acting.
2. Equipment. INDEPENDENT CONTRACTOR represents to CARRIER that INDEPENDENT CONTRACTOR holds title to and/or has authority to lease the items of equipment (hereinafter called EQUIPMENT) described herein. For the duration of this lease, INDEPENDENT CONTRACTOR leases EQUIPMENT unto CARRIER for CARRIER'S exclusive possession, control, use and complete responsibility. EQUIPMENT is leased to CARRIER in order that CARRIER may utilize EQUIPMENT in the transportation of property for hire. INDEPENDENT CONTRACTOR agrees to furnish to CARRIER a complete transportation service from origin to destination over INDEPENDENT CONTRACTOR'S choice of legal routes on all loads offered by CARRIER that are accepted by INDEPENDENT CONTRACTOR. Should INDEPENDENT CONTRACTOR for any reason be unable to complete delivery or make his own arrangements for delivery of a load accepted, CARRIER may arrange completion at INDEPENDENT CONTRACTOR'S expense. INDEPENDENT CONTRACTOR agrees to make timely deliveries of loads and agrees to notify CARRIER when delivery has been made or when delivery will be delayed for any reason. A fee of \$50.00 will be deducted from INDEPENDENT CONTRACTOR'S settlement for failure to make timely delivery or failure to notify CARRIER of delivery or failure to report delays in route. INDEPENDENT CONTRACTOR will comply with all state weight, length, and height laws and will not accept loads in excess of the limits allowed by states through which the EQUIPMENT must travel.

EQUIPMENT DESCRIPTION

<u>Make</u>	<u>Year</u>	<u>VIN</u>	<u>Plate</u>	<u>State</u>	<u>Independent Contractor</u>
<u>Freightliner</u>	<u>2012</u>	<u>1FUJGLDRCSBN924</u>	<u>TX</u>	<u>TX</u>	<u>Eduardo Irons</u>

3. Operator of Equipment. Subject to CARRIER'S obligation to comply with federal, state, or provincial regulations, drivers, helpers or other employees engaged by INDEPENDENT CONTRACTOR in the performance of INDEPENDENT CONTRACTOR'S obligations under this agreement shall be safely under the control and direction of INDEPENDENT CONTRACTOR, and CARRIER shall have no right to direct or control the hiring, discharge of such employees, or the manner or means of performing duties for INDEPENDENT CONTRACTOR, nor shall CARRIER have any responsibility for their compensation, taxes, reports, and obligations relating to their employment with INDEPENDENT CONTRACTOR, PROVIDED, HOWEVER, INDEPENDENT CONTRACTOR represents that the driver or operator furnished for said EQUIPMENT is familiar with and will obey all applicable state and federal laws and regulations; that the furnishing of said operator or driver will not result in a violation of any said laws or regulations; that driver or operator will cooperate with CARRIER in achieving compliance with said laws and regulations and will promptly file with CARRIER all log sheets, physical examination certificates, accident reports and other reports, documents and data required by law or by CARRIER. INDEPENDENT CONTRACTOR further understands and agrees that INDEPENDENT CONTRACTOR is fully and solely responsible for, and warrants that he shall comply with all applicable laws pertaining to: worker's compensation; payment or withholding and payment of taxes on income, unemployment insurance, old age pension; social security; employees disability; and any other such taxes with respect to such drivers, helpers, or other persons engaged by the INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall supply CARRIER with satisfactory evidence of INDEPENDENT CONTRACTOR'S compliance with this provision upon request.
4. Duration of Lease. This lease shall commence on the effective date and hour specified below and continue in effect until terminated. Either party may terminate this lease at any time after thirty (30) days from the effective date hereof by mailing or delivering to the other party at the addresses listed below, written notice of termination. Termination shall be effective either upon receipt of the notice of termination from the other party or at such later date as may be specified in that notice. The party receiving notice of termination shall acknowledge by signature such notice and return a copy of such notice to the other party. Without excluding other breaches, any failure to furnish EQUIPMENT or any use of EQUIPMENT by INDEPENDENT CONTRACTOR or by any person other than the CARRIER prior to written termination of this Lease is specifically designated breach of this Lease which prevents and therefore terminates CARRIER'S exclusive possession, control, use and complete responsibility for said EQUIPMENT and in such event, this Lease is automatically terminated. CARRIER may terminate this Lease in less than thirty (30) days on any of the following grounds: (a) INDEPENDENT

CONTRACTOR'S failure to keep vehicle in operating condition in accordance with the safety regulations of the Department of Transportation, (b) INDEPENDENT CONTRACTOR'S failure to make available at all times a competent driver, properly qualified under D.O.T., state and provincial safety regulations or failure of INDEPENDENT CONTRACTOR to qualify under D.O.T., state and provincial safety regulations, (c) INDEPENDENT CONTRACTOR'S failure to comply with reasonable requests by CARRIER for adjustment of EQUIPMENT necessary to render useful and efficient service, including furnishing necessary supplemental EQUIPMENT, (d) violation of any substantial provision of this agreement, and (e) INDEPENDENT CONTRACTOR'S failure to offer his services for a period of fifteen (15) consecutive days or more.

5. Rental. CARRIER agrees to pay INDEPENDENT CONTRACTOR for the use and operation of the EQUIPMENT based on the following percentages of gross revenues (gross revenue includes freight revenue of carrier billed to the shipper or consignee except it will not include those charges billed by the shipper or consignee and paid for by the CARRIER. Exceptions will include; fees, pickup or delivery charges, transfer charges, water vessel container charges.) Compensation does not include insurance surcharge.

Payments by CARRIER to INDEPENDENT CONTRACTOR for the use and operation of EQUIPMENT shall be made within fifteen (15) days after submission by the INDEPENDENT CONTRACTOR to CARRIER of whichever of the following items respecting the use and operation of said EQUIPMENT are in the possession of the INDEPENDENT CONTRACTOR: (1) bills of lading or shipping orders, (2) delivery receipts, (3) log sheets, (4) trip manifests, (5) detention reports, (6) load reports, (7) mileage reports, (8) interchange papers, (9) fuel purchase receipts, (10) damage reports, (11) state or federal inspection reports, (12) any toll receipts which are involved in CARRIER'S tariff charges, (13) accident reports, (14) driver daily vehicle condition reports, and (15) any other reports that may be required by law or regulation. If INDEPENDENT CONTRACTOR'S compensation under this agreement is based on a percentage of the gross revenue for the shipments transported on the EQUIPMENT, CARRIER shall give to INDEPENDENT CONTRACTOR at or before the time of settlement, a copy of the rated freight bill (subject to CARRIER'S right to delete names of shippers or consignees). INDEPENDENT CONTRACTOR shall have the right to examine copies of the CARRIER'S tariff during ordinary business hours. At the time of settlement, CARRIER may deduct from INDEPENDENT CONTRACTOR'S compensation items initially paid for by the CARRIER: advances: telephone and telegraph charges relating to INDEPENDENT CONTRACTOR, damage or injury to cargo or property (as described in paragraph 6), general fuel taxes paid by CARRIER as a result of INDEPENDENT CONTRACTOR'S failure to provide proof of payment of such taxes; taxes, fees, or expenses (as described in paragraph 7); fines, expenses, or costs incurred (as described in paragraph 2 and paragraph 8).

6. Damage Claims. INDEPENDENT CONTRACTOR shall be responsible for complete transportation of all loads accepted, including timely and proper securement, protection of cargo from weather, safe conduct and timely delivery. INDEPENDENT CONTRACTOR will reimburse CARRIER for all claims, loss or damages resulting from load damage or other property damage or bodily injury. Any monies due to INDEPENDENT CONTRACTOR may be held by CARRIER pending final settlement of damages. INDEPENDENT CONTRACTOR assumes full liability to any other carrier or party to whom he may lease or to any other person for any claims, injury or damage arising out of such acts performed under such a lease agreement and CARRIER shall not be liable to INDEPENDENT CONTRACTOR or any other person for such claims, injury, or damage. CARRIER will provide INDEPENDENT CONTRACTOR with a written explanation and itemization of any such damage or injury deductions before such deductions are made from settlement.
7. Taxes and Fees. In the event CARRIER is called upon to pay any of the taxes, fees, or expenses required to be paid by INDEPENDENT CONTRACTOR or interest and penalties thereon, the amount paid by CARRIER shall be reimbursed and indemnified by INDEPENDENT CONTRACTOR to CARRIER and may be deducted from payments due INDEPENDENT CONTRACTOR under this agreement, without affecting other remedies which CARRIER may have hereunder or otherwise. INDEPENDENT CONTRACTOR agrees to indemnify and save CARRIER harmless of all claims, loss, or damage caused by INDEPENDENT CONTRACTOR, his agents, servants, or employees, including, but without limitation to, personal injury and property damage, theft, or cargo damage, except as otherwise expressly provided by this agreement.
8. Fines. INDEPENDENT CONTRACTOR shall be responsible for payment of any fine, expenses, or cost incurred by INDEPENDENT CONTRACTOR, his driver, helpers, or any employee or agent of INDEPENDENT CONTRACTOR by reason of INDEPENDENT CONTRACTOR'S violation of or failure to adhere to any federal, state, or provincial law, municipal ordinance, regulation, or rule of any regulatory agency having jurisdiction to impose such fine, expense, or cost.
9. Receipts for Possession of EQUIPMENT. Upon taking possession of EQUIPMENT, CARRIER shall furnish INDEPENDENT CONTRACTOR a receipt for such possession stating the date and hour when CARRIER takes possession.
10. Inspection of EQUIPMENT. INDEPENDENT CONTRACTOR warrants that EQUIPMENT is complete with all required accessories and is in good, safe and efficient operating condition and shall be so maintained at INDEPENDENT CONTRACTOR'S expense throughout the duration of this Lease. INDEPENDENT CONTRACTOR agrees to submit EQUIPMENT for CARRIER'S inspection at the time CARRIER takes possession and periodically thereafter as required by CARRIER and to furnish to CARRIER all necessary information and documents of title or registration so as to enable CARRIER to correctly identify the EQUIPMENT. INDEPENDENT CONTRACTOR agrees that unity described in this agreement will be used in performance of service described in this agreement.

funds in the sum of \$0.00, which escrow funds may be applied in payment to CARRIER for the following items:
CARRIER shall account to INDEPENDENT CONTRACTOR for all transactions involving said escrow funds on each settlement sheet between INDEPENDENT CONTRACTOR and CARRIER. INDEPENDENT CONTRACTOR has a right to demand an accounting from CARRIER of transactions involving said escrow fund. While escrow funds are under control of CARRIER, CARRIER shall pay interest on the escrow fund at least on a quarterly basis in accordance with 49 C.F.R. 1057.12(1)(5). At the termination of this agreement, CARRIER shall make all proper deductions from said escrow funds and make a final accounting to INDEPENDENT CONTRACTOR of all final deductions from said escrow funds and return the balance of said escrow funds to INDEPENDENT CONTRACTOR within forty-five (45) days of the termination of this agreement.

17. Subleasing. CARRIER agrees that circumstances may warrant INDEPENDENT CONTRACTOR trip-leasing to another CARRIER or transporting an exempt commodity load and using CARRIER'S trailer or INDEPENDENT CONTRACTOR'S complete unit, with prior notification to CARRIER. INDEPENDENT CONTRACTOR agrees to pay CARRIER ten percent (10%) of INDEPENDENT CONTRACTOR'S revenue from such lease or exempt transportation arrangements if CARRIER'S trailer is being utilized. It is agreed that INDEPENDENT CONTRACTOR HAS NO AUTHORITY to act as CARRIER'S agent in executing a hold harmless agreement with a third party. Trip leasing without CARRIER'S knowledge is unauthorized. If INDEPENDENT CONTRACTOR and/or his driver, operator, or agent enters into an unauthorized trip-lease, INDEPENDENT CONTRACTOR and/or his driver, operator, or agent agree to assume all responsibility for and hold CARRIER harmless from any claims whatsoever whether for public liability, property damage, cargo loss or otherwise during the period of such unauthorized trip-lease. It is agreed that any trip-lease, sub-lease, or exempt transportation arrangement must be consistent with the conditions prescribed by federal, state, or provincial laws and regulations.
18. Interpretation of this agreement. This agreement shall be interpreted under the laws of the State of PA. The relationship between INDEPENDENT CONTRACTOR and CARRIER shall be that of INDEPENDENT CONTRACTOR. Employees or agents of one party shall not be considered as contractors, employees, or agents of the other party.
19. Agreement and Copies. The foregoing agreement plus any attachments hereto constitute the complete agreement between INDEPENDENT CONTRACTOR and CARRIER and no contractor, employee, or agent of either party shall have authority to alter or vary the terms hereof or to make any representations or commitments not included herein. Where applicable herein, the singular shall include the plural and masculine shall include the feminine or neuter or vice versa. This agreement shall be executed in at least three (3) copies, each of which shall be considered an original. CARRIER shall retain one executed copy known as CARRIER'S copy. INDEPENDENT CONTRACTOR shall retain one executed copy known as INDEPENDENT CONTRACTOR'S copy. One executed copy known as EQUIPMENT copy shall be carried on EQUIPMENT during the period of this agreement unless a statement as provided in 49 C.F.R. 1057.11(c)(2) is carried on EQUIPMENT instead.

IN WITNESS WHEREOF, the CARRIER and INDEPENDENT CONTRACTOR do hereby sign this agreement on this 6th day of January, at 1:00 (~~PM~~) (PM), which date and hour shall be the effective date of this Agreement.
July 2017

INDEPENDENT CONTRACTOR

Name: Eduardo Irons
Address: 7203 Enhanced Creek Dr
City/State/Zip: Cypress TX 77433
Phone: Fax:

By: Eduardo Irons

Title: owner operator

CARRIER

Name: Grand Slam Trucking, Inc.
Address: 4405 Steubenville Pike
City/State/Zip: Pittsburgh, PA 15205
Phone: (412) 490-9008 Fax: (412) 458-0712

By: Kurt G. Lind

Title: Terminal Manager

RECEIPT BY CARRIER

The undersigned CARRIER hereby acknowledges the receipt of the EQUIPMENT above described from INDEPENDENT CONTRACTOR this 6 day of July, 20 17, at 1:00 (~~PM~~) (PM).

CARRIER: Grand Slam Trucking, Inc.

By: Kurt G. Lind

RECEIPT BY INDEPENDENT CONTRACTOR

The undersigned INDEPENDENT CONTRACTOR hereby acknowledges the receipt of the EQUIPMENT above described from CARRIER this 6 day of July, 20 17, at 2:00 (AM) or (PM)

INDEPENDENT CONTRACTOR: [Signature]

By: Eduardo

11. Identification. CARRIER agrees to furnish identification for EQUIPMENT. INDEPENDENT CONTRACTOR agrees to permit CARRIER to identify EQUIPMENT and display such identification thereon in the manner required by CARRIER and by all applicable laws and regulations.
12. Costs of Operations. INDEPENDENT CONTRACTOR shall have the duty to keep EQUIPMENT in good state of repair and to pay for all repairs on said EQUIPMENT and to pay all other costs of operation of EQUIPMENT which shall include but not be limited to the following: fuel, fuel taxes, empty and loaded mileage, permits of all types, tolls except those included in CARRIER'S tariff charges, ferries, base plates and licenses and any unused portions of such items, maintenance costs, lubricants, tires including changing and/or repair, wages and remuneration of operators, drivers, and helpers, public liability and property damage insurance on EQUIPMENT while not being operated in the service of CARRIER, payments for injury or damages to operator, driver and helpers and to EQUIPMENT, whether the same occur while the EQUIPMENT is being operated in the services of CARRIER or otherwise, worker's compensation, unemployment insurance, social security or other similar taxes, insurance or benefits on operator, driver or helpers, and in connection therewith INDEPENDENT CONTRACTOR shall make all payroll tax deductions, or any other so related and required deductions: axle, weight or other type of taxes, fees or exaction's required of or on said EQUIPMENT or the use or operation thereof, including all reports connected with such matters, damages to cargo, damages to property, worker's compensation on unauthorized sub-lessees, and fines and penalties arising out of the use of said EQUIPMENT. In the event CARRIER is called upon to pay any of INDEPENDENT CONTRACTOR'S costs of operation, such payment shall be considered as an advance to INDEPENDENT CONTRACTOR and CARRIER is hereby authorized to reimburse itself out of any monies due or becoming due to INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR warrants that he/she has obtained and paid for all tags, and permits required for the vehicle covered by this agreement. INDEPENDENT CONTRACTOR will not, for any purpose what so ever, act or propose to act as an agent, representative, or employee of CARRIER.
13. Insurance. CARRIER shall furnish and pay the costs of public liability, property damage, and cargo insurance for the protection of the public as required by all federal and state laws and regulations. INDEPENDENT CONTRACTOR is required to obtain and pay for all other insurance coverage, including but not limited to: all required as well as optional insurance coverage for public liability and property damage respecting the use of EQUIPMENT while not being operated in the service of CARRIER, all required as well as any optional insurance coverage on the operator, driver, or helpers, whether the EQUIPMENT is being operated in the service of the CARRIER or otherwise; all required as well as any optional insurance coverage for collision, fire, theft, or other occurrence or catastrophe respecting said EQUIPMENT, and all required as well as any optional overall (umbrella) type of insurance coverage respecting INDEPENDENT CONTRACTOR'S liability arising out of the use and operation of said EQUIPMENT or the actions of INDEPENDENT CONTRACTOR, his operators, drivers, or helpers. Bobtail insurance will not be provided by CARRIER and INDEPENDENT CONTRACTOR warrants that INDEPENDENT CONTRACTOR maintains bobtail insurance covering INDEPENDENT CONTRACTOR in the following minimum amounts: Automobile Liability; Bodily Injury - \$100,000 each person, \$300,000 each accident; Property Damage - \$50,000 each accident. The INDEPENDENT CONTRACTOR warrants that the bobtail coverage is in full force and effect and does not exclude bob-tailing to or from INDEPENDENT CONTRACTOR'S place of business, repair shop or other places of INDEPENDENT CONTRACTOR'S choice. INDEPENDENT CONTRACTOR shall supply CARRIER with evidence of insurance coverage consistent with this paragraph and satisfactory to CARRIER and shall, upon request of CARRIER, obtain and provide copies of endorsements suitable to CARRIER.

INDEPENDENT CONTRACTOR INSURANCE

INDEPENDENT CONTRACTOR furnished CARRIER evidence of Public Liability and Property Damage insurance in amounts equivalent to minimum requirements prescribed for authorized carriers in P.U.C.O. Administrative Orders and supplements thereto and superseding orders thereof, said insurance being described as follows:

Insurance Company Name _____ See Attached _____
Policy Number _____ Expires _____
Name and Address of issuing agency _____

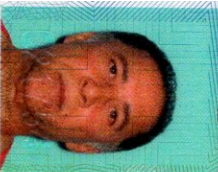
14. Record of Use of EQUIPMENT. INDEPENDENT CONTRACTOR will cooperate with CARRIER in the preparation and preservation of all manifests, bills of lading, weigh bills, freight bills, log sheets and other papers and records respecting the lading and the use of said EQUIPMENT in accordance with all applicable laws and regulations.
15. Products. Equipment or Service obtained by INDEPENDENT CONTRACTOR from CARRIER. INDEPENDENT CONTRACTOR is not required to purchase or rent any products, equipment or service from CARRIER as a condition to entering into this Agreement. The terms of any agreement between INDEPENDENT CONTRACTOR and CARRIER respecting equipment purchase or rental contract for which CARRIER may make deductions from INDEPENDENT CONTRACTOR'S compensation are as follows: (fill in only if there is such agreement)
16. Escrow Funds. (Fill in only if CARRIER requires escrow deposit from INDEPENDENT CONTRACTOR.) INDEPENDENT CONTRACTOR shall be required to deposit with CARRIER, or with escrow agent _____ as escrow

Texas

COMMERCIAL DRIVER LICENSE

USA
TX

LETICIA A. MENDOZA, DIRECTOR



4d CDL 09592529

9 Class **A**

4a Iss 06/02/2016

4b Exp 02/17/2019

3 DOB 02/17/1954

1 IRONS

2 EDUARDO BLANCO

8 7203 ENCHANTED CREEK DR

CYPRESS TX 77433-0000

12 Restrictions **P**

9a End **HP**

16 Hgt **5-07**

15 Sex **M**

18 Eyes

BRO

5 DD 04211660163042977923

DONOR

[Signature]