

AGILITY ENERGY, INC.
Independent Owner-Operator Agreement

Agility DOT # - 2549678
EIN # - 47-1924178

This Independent Owner-Operator Agreement ("Agreement") is effective as of 4/20/2017 ("Effective Date") by and between Agility Energy, Inc. ("Agility Energy" or "Company"), and Great Oak Logistics LLC, Federal Tax ID No. 81-5070877 ("Owner-Operator"). This Agreement supersedes any prior agreements between Company and Owner-Operator regarding the subject matter of this Agreement.

Background

Company is a motor carrier operating a trucking business pursuant to authority issued by state and/or federal agencies (the "Business"). Company desires to retain the services of Owner-Operator and Owner-Operator desires to provide services to Company relating to the Business on the terms and conditions set forth in this Agreement.

Agreement

In consideration of Company's promise to pay Owner-Operator as set forth in this Agreement, and Owner-Operator's promise to provide the services set forth herein, Company and Owner-Operator agree as follows:

Article 1. Contract Service

Owner-Operator will provide the equipment and services identified in Addendum I attached hereto, as amended by the parties in writing from time to time (the "Contract Service"). As part of the Contract Service, Owner-Operator warrants that it has the equipment identified in Addendum I ("Contracted Equipment") and the drivers necessary to fulfill the purposes in the Contract Service. Company shall have the exclusive possession, control, and use of all Contracted Equipment throughout the term of this Agreement.

Article 2. Provision of Contract Service

1. Competent Drivers. Owner-Operator represents and warrants that the drivers it provides to Company are licensed, competent, and meet all the requirements of Company and the U.S. Department of Transportation ("US DOT"). All drivers provided by Owner-Operator shall complete Company's driver training and receive a sign-off of all necessary documentation for Company's Individual Training Record and Acknowledgement, and shall also complete Company's Driver Packet.

2. Maintenance of Contracted Equipment. Owner-Operator agrees that during the term of this Agreement, all Contracted Equipment shall carry a copy of this Agreement. In addition, Owner-Operator represents and warrants that the Contracted Equipment is now in good working mechanical condition and repair. Owner-Operator further represents and warrants that the Contracted Equipment complies with all applicable rules, regulations, and requirements of state

and federal law, including but not limited to the regulations set forth in 49 CFR § 396 *et seq.* Company shall assume complete responsibility for the operation of the Contracted Equipment throughout the term of this Agreement. Owner-Operator agrees to follow Company's maintenance program and to maintain the Contracted Equipment in good working mechanical condition and repair. In accordance with federal requirements, Owner-Operator agrees that during the term of this Agreement, Owner-Operator will cause the Contracted Equipment to be inspected upon request by the Company, and at least every one hundred and eighty (180) days at Company's location as directed. In addition, Owner-Operator will provide Company with a monthly maintenance report detailing all repairs, preventative maintenance, and lubrication performed on Contracted Equipment. Monthly maintenance reports for the previous month are due on the tenth day of the each month.

3. Fuel and Transportation Costs. Owner-Operator will be responsible for all fuel and transportation costs incurred in performing the Contract Service, including but not limited to fuel, fuel taxes, empty mileage, permits of all types, tolls, ferries, detention and accessorial services, base plates and licenses, and any unused portions of such items. If Company is authorized to receive a refund or a credit for base plates purchased by Owner-Operator from, and issued in the name of, Company, or if the base plates are authorized to be sold by Company to another owner-operator or lessor, Company shall refund to Owner-Operator a prorated share of the amount received.

4. Work Tickets. Owner-Operator shall maintain all necessary work tickets and other forms required by Company, as requested by Company, in connection with the Contract Service. Such forms may include, but are not limited to, forms for fuel charges, mileage logs, and bills of lading. Owner-Operator will return to Company work tickets and other required forms in order to facilitate Company's payment to Owner-Operator.

5. GPS and Electronic Equipment. Company may install electronic monitoring, GPS and other equipment into each truck. If installed, such equipment shall be removed upon termination of this contract. The Owner-Operator shall care for such equipment in such a manner that it will be kept in good operating condition.

6. Accident Procedures. In the event Contracted Equipment or Owner-Operator is involved in an accident relating to the Contract Service, Owner-Operator shall immediately report the accident to Company and provide Company with a written report within fifteen (15) minutes of such accident, or at the soonest safe time to do so.

7. No Credit Extensions. Unless Owner-Operator obtains the express prior written consent of Company's President, Perry Taylor, Owner-Operator shall not request or receive any credit extensions in Company's name or use Company's name in any way to obtain credit.

8. Loading and Unloading; Load Risks. Owner-Operator shall be responsible for loading and unloading all loads. Compensation for this work is deemed to be included in the Contract Price. Company is responsible for the risks and costs of fines for overweight and oversize trailers when the trailers are pre-loaded or sealed, the load is containerized, or the trailer or lading is otherwise outside Owner-Operator's control, and for improperly permitted overdimension and

overweight loads, unless the violation is the result of Owner-Operator's acts and omissions. Company shall reimburse Owner-Operator for any fines paid by Owner-Operator for any violations for which Company is responsible pursuant to this section of the Agreement.

Article 3. Title, Licenses, and Insurance

1. **Title.** Owner-Operator represents and warrants that it is the title owner of the Contracted Equipment or otherwise possesses the exclusive legal right and authority to use and contract the Contracted Equipment for the services identified in the Contract Service.

2. **Licenses and Permits.** Owner-Operator shall, during the term of this Agreement, obtain and maintain in full force and effect, at its sole expense, all licenses and permits which are required for the performance of the Contract Service.

3. **Insurance.**

a. **Liability, Physical Damage, and Bobtail Insurance.** Company agrees to comply with its obligation to maintain insurance coverage for the protection of the public as required by 49 USC § 13906 and its accompanying regulations. In addition, Lessor agrees to obtain and maintain liability insurance, physical damage insurance, and bobtail insurance for the Contracted Equipment, which insurance shall cover the risks of liability for injury to or death of a person, and for damage to property. Lessor further agrees that Company shall be included as an additional named insured with subrogation against Company waived by the insurance carrier(s), and that the insurance obtained or maintained by Lessor pursuant to this paragraph shall be primary and Company's insurance shall be excess. Lessor further agrees to deliver to Company copies of all policies it obtains or maintains pursuant to this paragraph.

b. **Insurance Purchased From or Through Company.** If Owner-Operator purchases any insurance coverage for the operation of the Contracted Equipment from or through Company, Company will provide Owner-Operator with a copy of each policy upon request and will also provide Owner-Operator with a certificate of insurance for each policy. Each certificate of insurance shall include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the cost to the lessor for each type of coverage, and the deductible amount for each type of coverage for which Owner-Operator may be liable.

c. **Changes and Updates to Insurance.** It is the Owner-Operator's responsibility to ensure that Agility Energy is always provided with the most up to date version of the above listed documents. Upon receipt of any new, amended, or renewed insurance policy, declarations page, or other insurance documentation, Owner-Operator shall immediately forward a copy of such documentation to Company.

Article 4. Time of Contract Service and Termination

1. Time of Contract Service. The Contract Service shall be for six (6) months from the Effective Date of this Agreement (the "Completion Date"). This Agreement shall automatically be extended in six-month increments thereafter unless and until the earlier of (a) the date the parties enter into a new agreement regarding the subject matter hereof or (b) the date the parties terminate this Agreement as set forth in Article 4.2 hereof.

2. Termination and Notice. This Agreement may be terminated by either party for any or no reason upon one (1) day notice to the other party. Notice shall be given via (a) hand delivery or (b) registered mail, prepaid and properly addressed as follows:

If to Company:

Janis Kline
Agility Energy, Inc.
8731 S. Sandy Parkway, #103
Sandy, Utah 84070

If to Owner-Operator:

Francisco J. McGEE
Great Oak Logistics LLC
P.O. Box 637
Christoval, TX 76935

Any such notice shall be deemed to have been given when received (if via hand delivery) or when sent (if via registered mail). Upon termination of this Agreement, Owner-Operator shall remove from the Contracted Equipment all of Company's identification devices and return those devices to Company within ten (10) days of the termination of this Agreement.

Article 5. The Contract Price

1. Contract Price. Company will pay Owner-Operator at the rate set forth in Addendum II attached hereto (the "Contract Price"), as may be amended by the parties in writing from time to time. Company will calculate and pay the amount due for Owner-Operator's services within fifteen (15) days after submission of all log books required by federal law and all documents necessary for Company to secure payment from the shipper.

2. Charge-Back Items. Any and all charge-back items shall be specified in Addendum II attached hereto, together with a recitation of how the amount of each charge-back item is to be computed. If any additional documents are necessary to determine the validity of the charge-back item, Company will provide those documents to Owner-Operator.

3. Examination of Contract Documents. Owner-Operator may examine copies of the applicable tariff or, in the case of contract carriers, other documents from which rates and charges are computed, provided that where rates and charges are computed from a contract of a contract carrier, only those portions of the contract containing the same information that would appear on a rated freight bill need be disclosed. If the rate set forth in Addendum II is a percentage of the gross revenue for the shipment, Company shall give Owner-Operator, before or at the time of settlement, a copy of the rated freight bill or a computer-generated document containing the same information, or, in the case of contract carriers, any other form of documentation actually used for a shipment containing the same information that would appear on a rated freight bill. Owner-

Operator may view, during normal business hours, a copy of any actual document underlying the computer-generated document.

4. Change Orders. Owner-Operator shall not perform any work in excess of the Contract Service unless and until Owner-Operator has received a written change order from Company. Company has no obligation to pay Owner-Operator for any services provided by Owner-Operator beyond the Contract Service or any written change order relating thereto.

5. Deductions for Cargo or Property Damage. In the event of any cargo or property damage that occurs while any load is in the actual possession or custody of Owner-Operator, Company may deduct from the contract price the difference between the net profit the Company would have realized had the cargo or property been undamaged and the net profit to the Company from the transportation of the damaged cargo or property, together with any additional or incidental costs or expenses incurred by or charged to Company as a result of the cargo or property damage. Before any such deduction is made, Company will deliver to Owner-Operator a written explanation and itemization of the deduction.

6. No Purchase or Rental Requirements; Election to Lease Trailer. Owner-Operator is not required to purchase or rent any products, equipment, or services from Company as a condition of entering into this Agreement. Owner-Operator has elected to lease a trailer from Company, the terms of which are set forth in Addendum III hereto.

Article 6. Confidentiality

1. Owner-Operator acknowledges that in connection with the performance of the Contract Service, Owner-Operator may obtain or receive access to Confidential Information (defined below) of the Company and/or of the Company's customers. As used herein, "Confidential Information" means, both individually or in any combination thereof, all trade secrets and other confidential or proprietary information that is unique and/or not generally known in the Business industry, including but is not limited to pricing information, information relating to the content(s) and amount(s) of cargo transported in connection with Owner-Operator's performance of the Contract Service, the location(s) and/or customer(s) from where and to whom Owner-Operator loads or delivers cargo transported under the Contract Service, and any other information or documentation that Owner-Operator has a reasonable basis to believe to be confidential or proprietary information or that is treated as confidential or proprietary information by Company or its customers.

Notwithstanding the foregoing, Confidential Information excludes information that is generally known to the public, information that is generally known in the Business industry at or after the time Owner-Operator first learns of such information, or generic information or knowledge which Owner-Operator would have learned in the course of similar work elsewhere in the Business industry; provided, however, that Owner-Operator shall bear the burden of proving that any information disclosed or used by Owner-Operator does not meet the definition of Confidential Information set forth above and/or that the disclosure or use of Confidential Information occurred through no fault of Owner-Operator.

2. As a material term of this Agreement, to protect the goodwill and business of Company, and for the exclusive benefit of Company, Owner-Operator shall not, either during or after the term of this Agreement and without the express, prior written consent of Company's President, Perry Taylor, ever (a) directly or indirectly, intentionally or unintentionally, reveal, disclose furnish, make accessible, or disseminate any of Company's Confidential Information or Confidential Information of any customer of Company, except only as may be expressly required in performing services for Company; or (b) use or exploit any of Company's Confidential Information for the personal or financial gain or benefit of Owner-Operator or of any other individual, firm, corporation, or entity or for any other purpose. Owner-Operator shall also require any agent or employee who operates the Contracted Equipment in providing the Contract Service to agree to the same confidentiality provisions set forth in this Article 6, with Company as a third party beneficiary of such agreement.

3. Company and Owner-Operator intend that the covenants of Owner-Operator are separate and independent of any covenants of Company contained herein or otherwise, and any breach by Company shall not justify or excuse any breach by Owner-Operator. In the event of an actual or threatened breach of Paragraphs 1 or 2 of this Article 6, Owner-Operator specifically acknowledges that Company will incur incalculable and irreparable damage for which Company has no adequate remedy at law. Therefore, Owner-Operator acknowledges that Company shall be entitled to ex parte injunctive relief, both preliminary and permanent, immediately and permanently restraining Owner-Operator from such continuing or threatened breach. Owner-Operator hereby expressly waives any and all right to prior notice or to security in connection with temporary injunctive relief on behalf of Company and to security in connection with permanent injunctive relief on behalf of Company. Owner-Operator shall also remain liable for any damages sustained by reason of any actual or threatened breach by Owner-Operator of Paragraphs 1 or 2 of this Article 6. The exercise of one or more of the rights or remedies provided by this Agreement or otherwise shall not preclude the exercise of any other rights also provided.

Article 7. Independent Contractor Relationship

1. Relationship. The parties understand and agree that Owner-Operator is providing services under this Agreement as an independent contractor only and not as an employee, partner, or joint venturer of Company. Neither Company nor Owner-Operator shall hold Owner-Operator out to any third party as a partner, joint venturer, or employee of Company. Company shall not control or direct the manner or means by which Owner-Operator performs the Contract Service except to the extent necessary to coordinate Owner-Operator's work or services performed or to be performed by others and/or to determine whether Owner-Operator is providing or has provided the Contract Service required by this Agreement to the satisfaction of Company, or except as required for Company's compliance with applicable federal or state law. Owner-Operator shall determine the number of days and hours of work necessary to provide the Contract Service, subject to complying with any interim or final deadlines established by Company.

2. No Benefits.

a. Because Owner-Operator is an independent contractor and not an employee of Company, Owner-Operator understands and agrees that it is not eligible to participate

as an employee or otherwise in any employee welfare benefit or pension plan or any other plan of any kind or character maintained by Company for the benefit of its employees or any of them.

b. Owner-Operator understands that it is not eligible for benefits under any workers' compensation plan maintained by Company for the benefit of Company's employees. Owner-Operator understands that it is responsible to provide its own workers' compensation insurance for Owner-Operator (if a natural person) and all of its employees and agents, and any other persons required to be covered under the workers' compensation law of any state in which Owner-Operator performs any of the Contract Service. The amounts of Owner-Operator's workers' compensation insurance may not be less than the statutory limits required by applicable state law and must provide primary coverage in the state of contracted operations. As evidence of Owner-Operator's workers' compensation coverage, Owner-Operator will provide Company with a copy of the insurance policy declarations page within ten (10) days after the execution of this Agreement. In lieu of workers' compensation insurance, if permitted by applicable state law, within ten (10) days after the execution of this Agreement, Owner-Operator (if a natural person) may provide Company with (1) a certificate of waiver of workers' compensation coverage from the appropriate state regulatory agency, and (2) proof that Owner-Operator is covered by occupational accident related insurance in the amount required by applicable state law. Owner-Operator (if a natural person) may elect to obtain occupational accident related insurance for Owner-Operator only (not for Owner-Operator's employees or agents) through Company's insurance provider, provided that Company's insurance provider continues to allow independent contractors to do so. If and to the extent Company is required to maintain, or does maintain, applicable insurance covering the same risks as the workers' compensation or occupational accident related insurance maintained by Owner-Operator, Owner-Operator shall ensure that the insurance maintained by Owner-Operator is primary and the insurance maintained by Company is excess.

c. Owner-Operator further understands and agrees that it is not eligible to receive unemployment benefits arising from the termination of this Agreement or Owner-Operator's association with Company for any reason.

3. Performance of Services. Owner-Operator may retain employees or independent representatives to assist it with the performance of the Contract Service. In such event, Owner-Operator shall be solely and completely liable for the payment of any wages, payroll withholding taxes, workers' compensation benefits, insurance benefits, commissions, unemployment insurance premiums, or other related expenses associated with any services provided by any such employee or independent representative to Owner-Operator.

4. Expenses. Owner-Operator shall be solely and completely responsible for all expenses, including but not limited to the fuel and other costs set forth in Article 2, Section 3, incurred in performing services under this Agreement.

5. Responsibility for Taxes, Licensing Fees, Etc. Owner-Operator agrees to abide by all local, state, and federal laws relating to its performance of services under this Agreement or

otherwise, including without limitation the payment of any licensing, registration, or other similar requirements. Within ten (10) days of the Effective Date, Owner-Operator agrees to provide Company with a copy of any business license that Owner-Operator is required to obtain or hold with respect to Owner-Operator's performance of the Contract Service.

6. Responsibility for Income Withholding and/or Other Applicable Taxes. Owner-Operator understands and agrees that it is solely responsible for the payment of any local, state, or federal self-employment or similar taxes of any type or kind. Company shall not, and shall not be obligated to, withhold any Social Security, Medicare, or other payroll taxes on any amount paid to Owner-Operator hereunder.

Article 8. Indemnification

1. Indemnification. Owner-Operator agrees to defend, indemnify, and hold Company, together with its officers, directors, employees, agents, representatives, and shareholders (collectively, "Indemnitees") harmless from and against any and all losses, liabilities, claims (including but not limited to claims for injuries to or death of persons and for injuries to property), demands, damages (including but not limited to direct, indirect, and consequential damages), fines, penalties, expenses, costs, or obligations that may be asserted against Indemnitees in connection with, related to, or arising out of Owner-Operator's duties or actions under this Agreement, or as a result of a breach or the inaccuracy of any of Owner-Operator's representations under this Agreement or in providing the Contract Service, whenever asserted, and for all expenses, including without limitation attorney fees, expert witness fees, and costs, that may be incurred by Indemnitees on account of or arising out of or in connection with such claim, demand, or obligation.

2. Additional Named Insured or Co-Indemnitee Coverage. Owner-Operator shall ensure that all insurance policies Owner-Operator is required to obtain pursuant to this Agreement shall provide coverage for any and all obligations owed by Owner-Operator to defend, indemnify, or hold harmless Company pursuant to this Agreement, by naming Company as an additional named insured or by specifying that Company is entitled to coverage as a co-indemnitee to the same extent that Owner-Operator is entitled to coverage under the policy or policies. This obligation is in addition to the obligations set forth in Article 3, Section 3.a of this Agreement.

Article 9. General Provisions

1. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Utah. The parties agree that any dispute between them, whether arising under this Agreement or concerning the enforceability or interpretation thereof or otherwise, shall be resolved exclusively in the federal or state courts situated in Salt Lake County, State of Utah, which courts shall have mandatory and exclusive jurisdiction, and each party hereby submits itself to the personal jurisdiction and exclusive venue of such courts.

2. Modification of Agreement; No Waiver. This Agreement may not be modified except by a document signed by Company and Owner-Operator, whether or not such claimed modification is supported by separate consideration. Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied,

shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other party. In addition, no course of dealing between the parties, nor any delay in exercising any rights or remedies hereunder or otherwise, shall operate as a waiver of any of the rights or remedies of the parties.

3. No Third Party Beneficiary. Except for express beneficiaries of this Agreement, no third party to this Agreement shall be entitled to enforce any provision hereof, nor may any third party hereto be entitled to rely upon any representation, warranty, covenant, acknowledgment or any other provision hereof.

4. Attorney Fees and Costs. If a legal action or other proceeding is brought by Company or Owner-Operator for enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses incurred, in addition to any other relief to which such party may be entitled under applicable law.

5. Acknowledgment. Owner-Operator specifically acknowledges the following: Owner-Operator has read and understands all of the terms of this Agreement; Owner-Operator has had the opportunity to consult with independent legal counsel of its choice prior to signing this Agreement; and in executing this Agreement, Owner-Operator is not relying on any inducement, promise, or representation of Company or any of its officers or employees other than the terms and conditions specifically set forth in this Agreement.

6. Assignment. Owner-Operator may not assign its obligations under this Agreement under any circumstances without the prior written consent of Company. Nothing in this Agreement shall prevent the consolidation of Company with, or its merger into, any other corporation, or the sale by Company of all or substantially all of its properties or assets, or the assignment by Company of this Agreement and the performance of its obligations hereunder to any successor-in-interest or any affiliated company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns.

7. Entire Agreement. This Agreement contains the entire integrated understanding of the parties and supersedes all prior agreements entered into between the parties as to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement between the parties, the terms of this Agreement shall control.

8. Severability. The provisions of this Agreement are severable. If any part of this Agreement is found to be unenforceable, the other provisions shall remain fully valid and enforceable. It is the intention and agreement of the parties that all of the terms and conditions hereof be enforced to the fullest extent permitted by law.

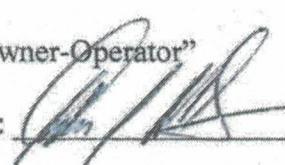
9. Survival. Notwithstanding anything in this Agreement to the contrary or any reference in this Agreement to the termination of this Agreement, Owner-Operator and Company acknowledge and agree that the provisions of Articles 6 and 7 of this Agreement and any other provision which by its meaning is so intended shall survive the termination of this Agreement and shall remain in full force and effect.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the parties as original signatures for all purposes.

Signatures:

Dated: April - 19 - 2017

"Owner-Operator"

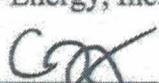
By: 

Print: Francisco J. McBEE

Title: OWNER

"Company"

Agility Energy, Inc.

By: 

Title: Director of Recruiting

Dated: 4/20/2017

Addendum I

Contract Service:

Owner-Operator agrees to provide Company with Contracted Equipment and driver(s). In accordance with Article 1 of this Agreement, the Contracted Equipment furnished by Owner-Operator to Company is described as follows:

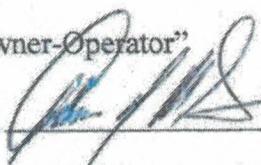
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Owner-Operator will notify Company when it is available to provide the Contract Service, whereupon Company will specify the particular Contract Service required.

Signatures:

Dated: April 19, 2017

“Owner-Operator”

By: 

Print: Fernanda J. McGee

Title: Owner -

Dated: 4/20/2017

“Company”

Agility Energy, Inc.

By: 

Title: Director of Recruiting

Addendum II

Contract Price:

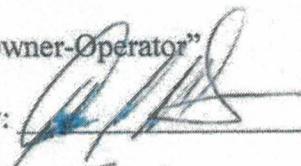
7870

37 Day Net Terms

Signatures:

Dated: April / 19 / 2017

"Owner-Operator"

By: 

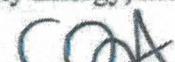
Print: François J. M. GEC

Title: Owner

Dated: 4 / 20 / 2017

"Company"

Agility Energy, Inc.

By: 

Title: Director of Recruiting

