

STATE OF INDIANA)
COUNTY OF VANDERBURGH)

SS:

IN THE VANDERBURGH SUPERIOR COURT

VANDERBURGH SUPERIOR COURT
★ FILED ★

JAN 10 2016

UNITED LEASING, INC.,
Plaintiff,

vs

BALBOA CAPITAL CORPORATION,
Defendant.

CAUSE NO. 82D0 7-1701-PL

[Signature]
CLERK

TO ABOVE NAMED DEFENDANT:

Balboa Capital Corporation
c/o Registered Agent Solutions, Inc.
120 E. Market Street, Suite 808
Indianapolis, Indiana 46204

You have been sued by the person named "Plaintiff" in the Court stated above. The nature of the suit against you is stated in the Complaint, which is attached to this document. It also states the demand which the Plaintiff has made and wants from you. You must answer the Complaint in writing, by you or your attorney, within twenty (20) days, commencing the day after you receive this summons, or judgment may be entered against you for what the Plaintiff has demanded. If you have a claim for relief against the Plaintiff arising from the same transaction or occurrence, you must assert it in your written answer. The following manner of service of summons is hereby designated: **CERTIFIED MAIL**. If not so designated, the Clerk will cause service to be made by mail.

Date: January 10, 2017

David L. Jones, Attorney No. 10588-82
Craig R. Emig, Attorney No. 28549-82
Jones · Wallace, LLC
420 Main Street, Suite 1600
P.O. Box 1065
Evansville, Indiana 47706
Phone: (812) 402-1600
Attorneys for Plaintiff

Clerk

By *[Signature]*
Deputy

CERTIFICATE OF MAILING

I hereby certify that on _____, I mailed a copy of this summons and a copy of the Complaint to the Defendant by registered or certified mail, requesting a return receipt signed by the addressee only, addressed to the Defendant, at the address furnished by the Plaintiff.

Dated: _____

Clerk

By _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

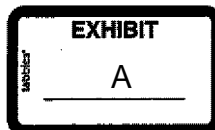
I hereby certify that service of summons with return receipt requested was mailed on _____, and that a copy of the return receipt was received on _____, which copy is attached herewith.

Dated: _____

Clerk

By _____
Deputy

Balboa Capital Corporation
c/o Registered Agent Solutions, Inc.
120 E. Market Street, Suite 808
Indianapolis, Indiana 46204



STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

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IN THE VANDERBURGH SUPERIOR COURT

[Signature]
CLERK

UNITED LEASING, INC.,)
)
Plaintiff,)
)
vs)
)
BALBOA CAPITAL CORPORATION,)
)
Defendant.)

CAUSE NO. 82D0 17-1701-PL-105

COMPLAINT

Comes now Plaintiff, United Leasing, Inc. ("United"), by counsel, David L. Jones and Craig R. Emig of Jones • Wallace, LLC, and, for its Complaint against Defendant, Balboa Capital Corporation ("Balboa"), says:

1. Plaintiff, United, is an Indiana corporation whose principal place of business is 3700 Morgan Avenue, Evansville, Indiana 47715.
2. Defendant, Balboa, is a California corporation located at 2010 Main Street, Irvine, California 92614.
3. On March 11, 2013, United and Balboa entered into a "Master Discounting Agreement" (the "Master Agreement"), attached hereto marked "Exhibit A" and incorporated by reference. The purpose of this Master Agreement was to govern the relationship between United and Balboa with regard to leasing contracts which Balboa offered to sell and assign to United.

4. Balboa tendered approximately thirty-seven (37) proposed lease purchases to United from March 11, 2013 to the present, of which United purchased nine (9).

5. One of the nine (9) purchased and assigned leases consists of Lease Schedule No. 181487-001, "Exhibit A," Invoice "Exhibit A-1," and Vehicle Addendum, collectively referred to as (the "Purchased Lease"), a copy of which is attached hereto marked "Exhibit B" and incorporated by reference.

6. The Purchased Lease, "Exhibit B," is a vehicle lease by and between Balboa and Americorp Xpress Carriers, LLC ("Americorp") pursuant to a "Master Lease Agreement" consisting of Master Lease Agreement, Addendum to Master Lease Agreement # 181487-001, and Addendum I UCC 2A Supplier(s) Disclosure, collectively referred to as ("the Master Lease Agreement"), a copy of which is attached hereto marked "Exhibit C" and incorporated by reference.

7. The sale and assignment of the Purchased Lease, "Exhibit B," pursuant to the Master Agreement, "Exhibit A," was accepted and acknowledged by Americorp and the Guarantor of the transaction, Frank Flores ("Flores"), pursuant to a Notice and Acknowledgment of Assignment, a copy of which is attached hereto marked "Exhibit D" and incorporated by reference.

8. Among the documents assigned to and relied upon by United to enter into the transaction pursuant to the Master Agreement, "Exhibit A," were the personal Guaranty of Flores ("Exhibit E" attached hereto and incorporated by reference) (the "Guaranty") and the Statement of Financial Condition of Flores ("Exhibit F" attached hereto and incorporated by reference (the "Financial Statement").

9. Subsequent to the sale and assignment to United of the Purchased Lease, "Exhibit B," Flores, the Managing Member of Americorp, negotiated an Amendment to the Purchased Lease. A copy of the Amendment to Lease Agreement (Purchased Lease) is attached hereto marked "Exhibit G" and incorporated by reference.

10. The Master Agreement ("Exhibit A"), paragraph 6(k) provides that Balboa warrants to United specific matters including that all numbers, dates, Equipment descriptions and all other statements of fact contained in the Operative Documents (the "Operative Documents" consisting of those documents identified in paragraph 2 of "Exhibit A," the Master Agreement) are true, correct, complete and not misleading as of the date of the transfer of the Lease to United and all written information heretofore furnished by or made available by Balboa to United for purposes of or in connection with the Purchased Lease is true and correct in all material respects on the date as of which such information was stated or certified and remains true and correct in all material respects as of the date of transfer of the Purchased Lease to United.

11. Paragraph 7(b) of the Master Agreement, "Exhibit A," provides that each financial statement of Balboa furnished to United in connection with the Master Agreement is true and correct and has been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved.

12. Subsequent to Balboa's sale of the Purchased Lease ("Exhibit B"), the Lessor thereunder, Americorp, defaulted in payment and performance under the Purchased Lease as has the Guarantor, Flores, of the Purchased Lease.

13. United currently estimates damages as a result of the breach and default under the Purchased Lease in the amount of Four Hundred Fifty-five Thousand Eight Hundred Ninety-seven Dollars and Sixty-one Cents (\$455,897.61).

14. Upon information and belief, both the Lessee, Americorp, and the Guarantor, Flores, filed for relief under U.S. Bankruptcy laws in the matters known as Americorp Xpress Carriers, LLC, in the United States Bankruptcy Court, Southern District of Texas, Cause No. 16-70208; and Frank Flores, III, in the United States Bankruptcy Court, Southern District of Texas, Cause No. 16-70112. Upon information and belief, Flores testified under oath to facts that indicate the financial statements he provided to Balboa, and which Balboa provided to United, were false in significant and material respects. Lessee and Guarantor, Flores, have failed and refused to pay all of sums due under the Purchased Lease. Balboa has breached its warranties to United in "Exhibit A" with respect to false, incorrect, incomplete, and misleading documents and information in the Operative Documents.

15. Pursuant to paragraph 27 of the Master Lease Agreement and of the Guarantees, United is entitled to its attorneys' fees, costs, and litigation expenses incurred in this matter.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount due and owing pursuant to the Purchased Lease, and for interest thereon, costs, attorneys' fees, and such other relief as the Court deems proper in the premises.

Respectfully submitted,

JONES • WALLACE, LLC

By: 

David L. Jones

Attorney No. 10588-82

Craig R. Emig

Attorney No. 28549-82

420 Main Street, Suite 1600

P.O. Box 1065

Evansville, Indiana 47706

Phone: (812) 402-1600

Fax: (812) 402-7977

Attorneys for Plaintiff

EXHIBIT A

United Leasing, Inc.

MASTER DISCOUNTING AGREEMENT

This Master Discounting Agreement (this "Master Agreement") is entered into as of March 11, 2013 between United Leasing, Inc., with an address at 3700 E. Morgan Ave., Evansville, IN 47715 ("PURCHASER"), and Balboa Capital Corporation, located at 2010 Main St Irvine, CA 92614 ("SELLER").

Recitals

SELLER may desire from time to time to sell and assign to PURCHASER all of its right, title and interest in and to certain lease agreements, equipment finance agreements, contracts and instruments and the equipment and other property covered by such lease agreements, contracts and instruments pursuant to, as applicable, the form of assignment (the "Assignment") attached hereto as Exhibit A and otherwise in accordance with and subject to the terms and conditions set forth in this Agreement (any such lease agreements, equipment finance agreements, contracts and instruments so assigned, the equipment and other property covered thereby and the lessees and other obligors thereunder respectively referred to herein as "Leases", "Equipment" and "Lessees"). PURCHASER may, from time to time, in its sole discretion, accept such sales, assignments and grants under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and PURCHASER agree as follows:

- 1. Scope and Term.** This Master Agreement shall apply to all Leases that are sold and assigned from time to time by SELLER to PURCHASER pursuant to this Agreement. This Master Agreement may be terminated by either party hereto at any time upon written notice to the other specifying the effective date of such termination; provided, no such termination shall affect the rights and obligations of the parties to one another with respect to Leases and interests in Equipment acquired by PURCHASER or granted to PURCHASER on or prior to such termination date. Each Assignment shall incorporate by reference the terms and conditions of this Master Agreement. Any reference to "Agreement" set forth herein shall refer to each applicable Assignment incorporating the terms and conditions of this Master Agreement. In the event of a conflict between the terms and conditions of this Master Agreement and any Assignment, the terms of the Assignment shall take precedence but only with respect to the Lease being assigned pursuant to it.
- 2. Documentation.** All transactions shall be documented pursuant to standards set by PURCHASER on forms acceptable to PURCHASER in its sole discretion. No approval or acceptance by PURCHASER of any documentation shall constitute any representation, warranty or guarantee on the part of PURCHASER as to the conformity of the same with applicable laws and regulations and no such approval or acceptance shall relieve SELLER of any of its obligations under or pursuant to this Agreement and each Assignment and other documents executed and delivered pursuant to this Agreement (the "Operative Documents").
- 3. Submittals and Approvals.** All Leases shall be submitted for approval and (if applicable) approved in accordance with the terms and provisions of this Agreement. PURCHASER shall have the right and option, in its sole discretion, to approve or disapprove each Lease submitted by SELLER.
- 4. Conditions to Funding.** As to each Lease approved by PURCHASER under Section 3, subject to SELLER not being in default under this Agreement and each of the representations and warranties set forth in Sections 6 and 7 being true and correct as of the date of purchase of such Lease, PURCHASER shall purchase such Lease for its purchase price as determined pursuant to Section 5. In addition to the



foregoing, PURCHASER obligations under this Agreement as to the purchase of any Lease shall be subject to SELLER providing each of the documents and satisfying each of the other matters described on PURCHASER's approval form or otherwise specified by PURCHASER applicable to such Lease. In connection with each sale and assignment of a Lease, SELLER shall convey to PURCHASER all right, title and interest of SELLER in and to the Equipment covered by such Lease or (at PURCHASER's election) SELLER shall grant to PURCHASER a security interest in the Equipment covered by such Lease in accordance with the terms of the Assignment.

5. Purchase Price. The purchase price for each Lease (as to a particular Lease, the "Purchase Price") shall be an amount equal to the discounted net present value of the aggregate scheduled remaining rental or installment payments (net of sales, use or other taxes) under such Lease that remain due during the initial term of such Lease (excluding any rental or installment payments that have already been paid by the Lessee), using a discount rate to be agreed upon by SELLER and PURCHASER in respect of such Lease (as to each Lease, the "Purchase Price Discount Rate"), such Purchase Price Discount Rate to be set forth or referenced in the Assignment covering such Lease. All acquisitions of Leases by PURCHASER shall be documented through the use of the Assignment. No acquisition by PURCHASER of any Lease, any right, title or interest of SELLER in and to the Equipment covered by a Lease or any security interest in the Equipment covered by a Lease shall constitute an assumption by PURCHASER of any obligations (past, present or future) of SELLER or the "Lessor" party or Secured Party under such Lease, and following any such assignment SELLER shall continue to perform any obligations of the "Lessor" party or Secured Party under such Lease unless PURCHASER has agreed to perform any such obligation pursuant to express provisions of this Agreement. If any security deposit has been made by a Lessee, in connection with each such assignment of a Lease, SELLER shall transfer such security deposit, in good funds, to PURCHASER or such security deposit shall be deducted from the Purchase Price for such Lease, and PURCHASER shall assume the obligations under the Lease in respect of such security deposit to the extent a transfer or deduction of such security deposit has been made.

6. Representations, Warranties and Certain Covenants as to Leases and Equipment.

With respect to each Lease sold and assigned to PURCHASER pursuant to this Master Agreement, SELLER hereby represents and warrants to PURCHASER as of the date such Lease is sold and assigned to PURCHASER, and (where applicable) agrees with PURCHASER, as follows that to SELLER's knowledge:

- (a) SELLER is the sole owner of the Lease, free and clear of liens, encumbrances and claims in favor of any other person.
- (b) The Lease is the sole and entire understanding and agreement with regard to the Lessee, there are no other agreements with respect to the rental or financing of the equipment covered by the Lease, except, if applicable, guaranties. The Lease (and, if applicable, guaranties) has not been modified, amended or extended (including, without limitation, an extension in the maturity date, a change in the amount or time of payment of any installment of rent or otherwise), nor have any indulgences or waivers been granted in respect of the obligations of Lessee under the Lease and Lessee is in full compliance with all terms of the Lease, including all financial or other covenants. There are no agreements or understandings between SELLER and any Lessee concerning the Lease not disclosed by SELLER to PURCHASER. There are no requirements of any federal, state or local law, including, without limitation, usury laws, applicable to the Lease (including the origination, acquisition and servicing thereof) have been complied with in all material respects, and the Lease is fully enforceable against the Lessee according to the law applicable to the Lease. SELLER has not granted, and will not grant, to the LESSEE any allowance, credit or adjustment, or enter into any settlement or amendment of the Lease without the prior written consent of PURCHASER, and SELLER has not and will not pay any rent or debt service payable by the Lessee under the Lease without disclosing the same to PURCHASER.
- (c) To the best of the knowledge of SELLER, all leases and guaranties are valid, effective and enforceable according to their express terms, and are not in default in any aspect.



- (d) The Lease was originated in the United States and the rental payments and other amounts due thereunder are payable in U.S. dollars by a LESSEE domiciled in the United States, and the LESSEE is not an affiliate of Seller or a principal or employee of SELLER.
- (e) SELLER has not received any notice challenging its ownership or the priority of its security interest in the Equipment covered by the Lease and there are no proceedings or investigations pending, or, to the best of SELLER's knowledge, threatened, before any court, regulatory body, administrative agency or other governmental instrumentality (i) asserting the invalidity of the Lease, (ii) seeking to prevent payment or performance of any obligation under the Lease or (iii) seeking any determination or ruling that might adversely affect the validity or enforceability of the Lease.
- (f) All of the Equipment described in the Lease has been delivered to the location stated in the Lease, was new or disclosed as used at the time of such delivery and has been unconditionally accepted by the LESSEE in a condition satisfactory to the LESSEE, and all Lease payments stated in the Lease, except any payments which have already been made and received by SELLER (and such amounts received by SELLER disclosed to PURCHASER) remain due and are and will, subject only to the laws related to bankruptcy, continue to be unconditionally due and payable without setoff, abatement, counterclaim or defense of any kind whatsoever, and the LESSEE has no right under the Lease or otherwise to terminate the Lease or return the Equipment prior to the expiration of the initial term of the Lease. At all times prior to the sale and assignment of the Lease to PURCHASER, as of the date of Assignment, the Lessee has not (and SELLER has no knowledge of any intent of LESSEE, to make any assignment for the benefit of creditors, has not ceased to do business as a going concern and has not filed or had filed against it a petition under the bankruptcy court for the appointment of a receiver and is not insolvent. If the equipment was used at the time of delivery, SELLER has disclosed such information to PURCHASER.
- (g) SELLER is not in default with respect to any of its obligations, if any, under any Lease or any transaction which gave rise to any Lease and no event has occurred with which the passing of time or the giving notice would constitute an event of default hereunder.
- (h) SELLER has conveyed to PURCHASER all right, title and interest of SELLER in and to the Equipment covered by the Lease and LESSEE has granted to SELLER and SELLER assigns and transfers to PURCHASER a first priority security interest with respect to all right, title and interest of SELLER in the Equipment covered by the Lease, and SELLER has authorized (and does hereby authorize) PURCHASER to file such Uniform Commercial Code financing statements as are necessary to perfect or assign such title or such first priority security interest or any assignment thereof.
- (i) SELLER has duly filed in all appropriate jurisdictions Uniform Commercial Code financing statements against the Lessee with respect to the Equipment covered by the Lease (including precautionary filings in the case of a True Lease) and such financing statements are in full force and effect and are sufficient to create a first priority perfected security interest in such Equipment in favor of PURCHASER upon assignment.
- (j) Except as otherwise disclosed by SELLER to PURCHASER in writing, the Equipment covered by the Lease is insured against loss by fire and such other hazards as are customary for personal property of the same or similar type, such insurance being in an amount not less than the full replacement value of the Equipment subject to customary deductibles.
- (k) SELLER has not received any notice challenging its ownership or the priority of its security interest in the Equipment covered by the Lease and there are no proceedings or investigations pending, or, to the best of SELLER's knowledge after due inquiry, threatened, before any court, regulatory body, administrative agency or other governmental instrumentality (i) asserting the invalidity of the Lease, (ii) seeking to prevent payment or performance of any obligation under the



Lease or (iii) seeking any determination or ruling that might adversely affect the validity or enforceability of the Lease. Without limiting or qualifying any of the preceding representations and warranties of SELLER, all numbers, dates, Equipment descriptions and all other statements of fact contained in the Operative Documents are true, correct, complete and not misleading as of the date of the transfer of the Lease to PURCHASER and all written information heretofore furnished by or made available by SELLER to PURCHASER for purposes of or in connection with the Lease is true and correct in all material respects on the date as of which such information was stated or certified and remains true and correct in all material respects as of the date of transfer of the Lease to PURCHASER.

- (l) SELLER has not received any rebates, purchase price reductions, credits or other remuneration in connection with any Lease, and, if SELLER has utilized the services of a broker or acted as a broker or received or paid any commission in connection with any Lease, has fully disclosed such activities to PURCHASER including any fees paid in connection with any Lease.
- (m) SELLER has no reason to believe nor any information submitted to it by any of the Lessees is incomplete or untrue in any material respect.

EXCEPT AS SPECIFIED ABOVE IN THIS SECTION 6 OR BELOW IN SECTION 7, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND SHALL NOT BE RESPONSIBLE FOR: (1) ANY STATEMENT, WARRANTY, OR REPRESENTATION MADE IN THE LEASE BY LESSEE; (2) THE FINANCIAL CONDITION, CREDIT WORTHINESS OR OTHER CONDITION OF LESSEE OR OF ANY OTHER PERSON OR ENTITY OBLIGATED FOR PAYMENT OF ANY AMOUNTS UNDER OR IN CONNECTION WITH A LEASE OR ANY DOCUMENT RELATING TO A LEASE; (3) THE FUTURE PERFORMANCE OF ANY OF THE TERMS, COVENANTS, OR CONDITIONS BY LESSEE IN ANY LEASE OR DOCUMENT RELATING TO A LEASE; (4) THE COLLECTIBILITY OF ANY LEASE; OR (5) THE ENVIRONMENTAL CONDITION OF ANY LESSEE'S PROPERTY OR OPERATIONS. SELLER AND ITS DIRECTORS, OFFICERS, ATTORNEYS, EMPLOYEES, AGENTS, ATTORNEYS IN FACT AND AFFILIATES SHALL HAVE NO LIABILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY RELATING TO SUCH EXCLUSIONS.

7. Representations, Warranties and Certain Covenants As to SELLER.

SELLER hereby represents and warrants to PURCHASER as of the date of this Master Agreement and as of the date each Lease is sold and assigned to PURCHASER, and (where applicable) agrees with PURCHASER, as follows:

- (a) SELLER is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to own its property and to carry on its business as now being conducted, to enter into the Agreement and to carry out the terms and conditions of the Agreement. Each of this Master Agreement and each Assignment executed and delivered by SELLER pursuant to the terms hereof constitute a legal, valid and binding obligation of SELLER enforceable against SELLER in accordance with its terms. SELLER is duly qualified to do business in each jurisdiction wherein the character of the goods or property owned by it or the nature of the activities conducted therein makes such qualification necessary. All necessary proceedings have been taken by SELLER in order to authorize the execution, delivery and performance of this Master Agreement, each Assignment, and each Lease and no other proceedings on the part of SELLER are required.
- (b) Each financial statement of SELLER furnished to PURCHASER in connection with this Agreement is true and correct and has been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved.
- (c) There is no litigation, at law or in equity, or any proceeding before any federal, state or municipal



board or other governmental or administrative agency pending, or to the knowledge of SELLER threatened, which involves any material risk of any judgment against or liability not fully covered by insurance or which may otherwise result in any material adverse change in the business or assets or in the condition, financial or otherwise, of SELLER or which questions the validity of this Agreement, or of any action taken or to be taken in connection with this Agreement; and no judgment, decree or order of any federal, state or municipal court, board or other governmental or administrative agency has been issued against SELLER which has, or will have, any material adverse effect on the business or assets or on the condition, financial or otherwise, of SELLER.

- (d) Neither the execution and delivery of this Agreement, nor the consummation of any transaction contemplated thereunder, nor the fulfillment of the terms thereof, has constituted or resulted in, or will constitute or result in, a breach of the provisions of any agreement or instrument to which SELLER is a party, or is bound, or of the charter, bylaws, partnership agreement or other organizational documents or agreements of SELLER, or the violation of any presently existing applicable law, judgment, decree, federal or state law or governmental order, rule or regulation, or result in the creation under any agreement or instrument (other than in favor of PURCHASER) of any security interest, lien, charge or encumbrance upon the Leases assigned to PURCHASER or upon any Equipment covered by such Leases.

SELLER's representations and warranties under Section 6 and this Section 7 shall survive the sale and assignment of any Lease to PURCHASER and any termination of this Master Agreement.

- (e) SELLER has delivered full and complete originals, or conforming copies, marked as such, of the following documents to PURCHASER for each Lease:
- (1) SELLER's complete credit and application file.
 - (2) The Lease.
 - (3) All Guaranties of any kind, including but not limited to those by individuals, affiliated or related companies or entities of Lessees, or any vendors or manufacturers of any equipment.
 - (4) All vendor or manufacturer warranties.
 - (5) The notice to Lessee of assignment and acknowledgment of Lessee in form acceptable to PURCHASER.
 - (6) All original invoices for purchase of the equipment.
 - (7) The delivery and acceptance receipts duly executed by Lessee.
 - (8) All other schedules and documents related to such Lease.

Collectively these documents shall be referred to as the "Purchase Documents" or "Operative Documents".

8. General Covenants of SELLER.

SELLER hereby covenants and agrees with PURCHASER as follows:

- (a) PURCHASER may audit during normal business hours SELLER's books and records relating to all Leases and any other documents sold and assigned to PURCHASER and may endorse SELLER's name on any remittances received in respect of the Lease or the Equipment.



- (b) With respect to all Leases in which PURCHASER sold under this Agreement, SELLER hereby assigns to PURCHASER all its rights and privileges under guarantees and agreements and endorsements by third parties relating to such Leases.
 - (c) SELLER shall pay or cause to be paid all sales, use and property taxes (including penalties or interest charges), including tangible and intangible personal property, license, privilege, documentary, transaction and other like tax or taxes in lieu thereof arising prior to the sale and assignment of the Lease in question by SELLER, and all taxes applicable to the sale(s) or assignment(s) contemplated by this Master Agreement, and all title transfer fees, except for taxes measured or imposed solely on the net income of PURCHASER.
 - (d) SELLER agrees to execute and deliver any and all papers or documents which PURCHASER may reasonably request from time to time in order to carry out the purposes hereof, or to facilitate the collection of monies due or to become due from any Lessee under any Lease. If SELLER receives any monies due under any Leases that have been assigned to PURCHASER, SELLER agrees to forward by ACH transfer to PURCHASER within 48 hours such monies to PURCHASER and until received by PURCHASER such monies shall be deemed held in trust by SELLER for the benefit of PURCHASER.
 - (f) SELLER shall notify PURCHASER immediately upon obtaining knowledge of any default in the performance of a Lessee's obligations under a Lease including, without limitation, the payment of sums due under the Lease.
 - (g) SELLER will not, without PURCHASER's prior written consent, accept collection of any rents or debt service due under a Lease, repossess or consent to the return of any Equipment, or modify or terminate a Lease or waive any of PURCHASER's rights thereunder.
 - (h) If PURCHASER is not shown as "Assignee of Secured Party" or any similar designation on all Uniform Commercial Code financing statements filed or to be filed in connection with the Lease, then at PURCHASER's direction SELLER shall execute separate assignments in favor of PURCHASER of each such financing statement, and in any event SELLER authorizes PURCHASER to execute and file such assignments and similar documents necessary to effectuate the foregoing at PURCHASER's expense.
9. Power of Attorney. SELLER will, at its own expense, execute and deliver such other documents and assurances as are reasonably requested by PURCHASER to effect the transactions contemplated herein, including but not limited to all financing and continuation statements and similar notices required by or advisable under applicable law. SELLER does hereby irrevocably constitute and appoint PURCHASER its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all payments due under Leases assigned by SELLER to PURCHASER with full power to settle, adjust or compromise any claim thereunder as fully as SELLER could itself do, and to endorse the name of SELLER on all checks, collections, receipts or instruments given in payment or part payment thereof and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of SELLER, or otherwise, that PURCHASER may deem necessary or appropriate to carry out PURCHASER's obligations and enforce its rights hereunder with respect to any and or all of the assigned Leases and the Equipment subject thereto.
10. Miscellaneous.
- (a) Authority of SELLER. In connection with any actions that SELLER may take under this Agreement in connection with any of the Leases assigned to PURCHASER and any of the Lessees or Equipment covered by such Leases, SELLER is, and shall act, as an independent contractor and shall not have any authority to make any commitments, statements or representations, or incur any obligations, on behalf of PURCHASER, or to bind or commit PURCHASER in any manner, to make, alter, or execute any document or agreement on behalf of PURCHASER. SELLER shall



not use any name or mark of PURCHASER or any affiliate of PURCHASER in any way unless it has PURCHASER's prior written approval. SELLER shall not accept service of any legal process in any action that may be brought against PURCHASER, or employ attorneys to defend such action without PURCHASER's prior written approval.

- (b) Assignment. Neither party shall assign its rights and obligations under this Agreement in whole or in part without the prior written consent of the other, and any unauthorized purported assignment shall be null and void. Notwithstanding the foregoing, SELLER may without the consent of PURCHASER assign its rights and obligations hereunder to any entity acquiring substantially all of the assets of SELLER.
- (c) Confidentiality. Each party agrees that it shall not transmit or reveal to any person or entity any information concerning the pricing or methods of operation or documentation or any other non-public information concerning the other ("Confidential Information"). In the event a party is requested or required by any government agency, or in a legal proceedings or any similar process to disclose any Confidential Information, such party will notify the other promptly of the request or requirement so that the party whose Confidential Information is to be disclosed may seek an appropriate protective order or waive compliance with the provisions of this Section 10(d). If, in the absence of a protective order or the receipt of a waiver hereunder, the party required to disclose the Confidential Information of the other is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, such party may disclose the Confidential Information to the tribunal.
- (d) Choice of Law, Venue, Waiver, Trial by Jury, Limitation of Liability. THE LAWS OF THE STATE OF INDIANA (EXCLUDING ANY CONFLICTS OF LAWS RULES OR PRINCIPLES THEREOF) SHALL GOVERN THIS AGREEMENT. SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY ACTION OR PROCEEDING RELATING TO THIS MASTER AGREEMENT.
- (e) Entire Agreement. This Master Agreement, together with each Assignment executed by SELLER pursuant to this Master Agreement, constitutes the entire agreement between PURCHASER and SELLER as to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, negotiations, representations, warranties, understandings or agreements. This Master Agreement shall benefit and bind the parties hereto, and their successors and permitted assigns. Any provision of this Master Agreement which is prohibited or unenforceable in any applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, or affecting the validity or enforceability of such provision in any other jurisdiction. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
- (f) Notices. All notices hereunder shall be given in writing and shall be effective two business days after being deposited with a nationally recognized overnight delivery service, postage prepaid, to the addresses set forth in the first paragraph hereof or such other addresses as may be provided by the parties hereto from time to time in accordance with this Agreement.
- (g) No Changes, No Waiver, Cumulative Remedies. No modification or waiver of any provision of this Agreement shall be effective unless such modification or waiver shall be in writing and signed by SELLER and a duly authorized officer of PURCHASER and the same shall then be effective only for a period and on the conditions and for the specific instances and purposes specified in such writing. A waiver by any party of any right or remedy hereunder of such party on any one occasion shall not be construed as a bar to any right or remedy that such party would otherwise have on any future occasion. No failure on any party to exercise, nor any delay in exercising, any




right or remedy hereunder shall operate as a waiver thereof. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

- (h) Sale Treatment. It is the intention of the parties to this Master Agreement that the assignment to PURCHASER of all right, title and interest in and to each Lease shall constitute a purchase and sale of such Lease and both parties agree to account for any such assignment on that basis.
- (i) [Signatures on the following page]

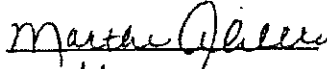


IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement by their duly authorized officers as of the date first above written.

Balboa Capital Corporation.

By: 
Name: PATRICK BYRNE
Title: CEO

United Leasing, Inc.

By: 
Name: Martha Ahlers
Title: VP/COO

Exhibits

A - Form of Assignment by ts

[Signature page to Master Discounting Agreement]

Exhibit A
To
Master Discounting Agreement

Executed pursuant to the (Master) Discounting Agreement dated as of the 11th day of March, 2013 (the "Master Agreement"), by and between the undersigned Assignor and Assignee.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of this Agreement.

1. Lessee(s): Americorp Xpress Carriers, LLC.
2. Date of Equipment Lease Agreement: August 5, 2013
3. Equipment Schedule No(s), if any: 181487-001
4. Total Invoice Cost: \$754,070.50
5. Remaining rentals due under Schedule (no. 181487-001): 19 quarters @ \$49,319.73 then 1 quarters @ \$32,879.82 (20) Monthly/quarterly payments, in advance/arrears, each in the amount of \$49,319.73, commencing on 11/10/2013, Security Deposit \$0.00
6. Consideration: \$ 789,611.44
7. Guaranty: dated as of August 5, 2013, by Frank Flores III
8. The attached Schedule A is incorporated herein by this reference.
9. A Notice and Acknowledgment of Assignment shall be required.
10. The Servicing Agreement between Assignor and Assignee dated as of N/A, 20 does: does not apply to this Specification.

Date of Execution: August 21, 2013

BALBOA CAPITAL CORPORATION
 Assignor
 By: [Signature]
 Name: Jeanette H. Hupler
 Title: VP

United Leasing, Inc.
 Assignee
 By: [Signature]
 Name: Amy Barron
 Title: Vice President

Attachment: Schedule A, list of Lease Documents

Schedule A
To
Specification of Assigned Schedule

Attached to and made a part of Specification of Assigned Schedule dated August 21, 2013.

The Lease Documents (as defined in Section 7(e) of the Master Agreement) are as follows:

1. ~~Complete credit and application file~~
2. (Master) Equipment Lease Agreement dated August 5, 2013
3. Equipment Schedule no. 181487-001 dated August 5, 2013
4. Guaranty documents signed by Frank Flores III
5. Delivery and Acceptance dated August 13, 2013
6. Exhibit A of Delivery and Acceptance
7. Addendum I UCC2A Supplier Disclosure
8. Corporate Resolution
9. LLC Resolution
10. Addendum to Master Lease Agreement
11. Vehicle Addendum dated August 6, 2013
12. Certificate of Insurance
13. ACH Agreement
14. Driver's License Verification
15. Vendor Invoice
16. Power of Attorney
17. Guarantee of Title Letters
18. Certificate of Origin
19. Equipment Inspection Report

EXHIBIT B



Lease Schedule No. 181487-001

This Schedule is made as of the Acceptance Date set forth below and is made pursuant to and incorporates by reference each and every term of that certain Master Lease Agreement dated 8/05/2013 as through fully set forth herein.

Lessee Americorp Xpress Carriers, LLC		Location of Leased Property	
Street 5201 Veterans Blvd.		Street 5201 Veterans Blvd.	
City, State, Zip Code Pharr, TX 78577		City, State, Zip Code Pharr, TX 78577	
Attention Frank Flores		Attention	
Title Managing Member	Phone No. 956-571-6002	Title	Phone No.

ITEM	QUANTITY	DESCRIPTION
		See Exhibit 'A', attached hereto and made a part hereof.
BASE TERM 20	DEPOSIT \$16,439.91	Deposit to be applied to: Last Quarterly Rental Documentation Fee: 1% Base Lease Amount
		QUARTERLY PAYMENT 49319.73 *Plus Sales/Use tax if applicable

LESSOR:
Balboa Capital Corporation

By: [Signature]
Vice President

Date: 8/20/13

LESSEE:
Americorp Xpress Carriers, LLC



By: [Signature]
Frank Flores, Managing Member

Date: 08/05/13

THIS LEASE IS THE ONLY ORIGINAL LEASE EXECUTED BY THE PARTIES HERETO WITH RESPECT TO THE LEASED GOOD COVERED HEREBY. THIS LEASE HAS BEEN COLLATERALLY ASSIGNED TO FIFTH THIRD BANK, INDIANA, AS AGENT (THE "AGENT"), AND THIS LEASE MAY NOT BE SOLD, ASSIGNED, TRANSFERRED OR CONVEYED, AND NO SECURITY INTEREST MAY BE TAKEN IN THIS LEASE, WITHOUT SUCH

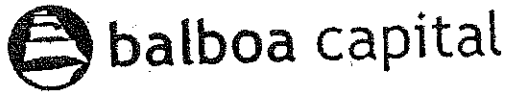



EXHIBIT 'A'

QUANTITY DESCRIPTION

See invoices attached hereto as Exhibit A1 and incorporated herein by this reference

Master Lease Number: 181487-001

Lessee Name: Americorp Xpress Carriers, LLC

 By: Frank Flores
Frank Flores, Managing Member

Date: 08/05/13

Page 1 of 1

THIS LEASE IS THE ONLY ORIGINAL LEASE EXECUTED BY THE PARTIES HERETO WITH RESPECT TO THE LEASED GOOD COVERED HEREBY. THIS LEASE HAS BEEN COLLATERALLY ASSIGNED TO FIFTH THIRD BANK, INDIANA, AS AGENT (THE "AGENT"), AND THIS LEASE MAY NOT BE SOLD, ASSIGNED, TRANSFERRED OR CONVEYED, AND NO SECURITY INTEREST MAY BE TAKEN IN THIS LEASE, WITHOUT SUCH AGENTS PRIOR WRITTEN CONSENT.



INVOICE



W&B Service Company

3810 N. Cage
 Pharr, TX 78577
 956-702-4150 Fax: 956-702-4050
 www.wbservice.com

Invoice: A-142
 Invoice Date: 08/02/2013
 Deal/Packet: 2002/1
 Branch: A
 Department: New Trlr

Bill-To:	Ship-To:
BALBOA CAPITAL CORP. 2010 Main St., Suite 1100 Irvine, CA 92614	BALBOA CAPITAL CORP. Americorp Xpress Carriers 5201 N. Veterans Blvd. Pharr, TX 78577

ID: 100353 Ph: P/O: BALBOA CAPITAL CORP Salesperson: Robert Jacobo
 + SOLD UNIT(S)

Stock Number: ET100002	Unit ID #: ET100002	Price:	\$25,357.14
VIN: 3H3V532C2ET100002			
Year: 2014	Make: HYUNDAI	Model: 53' HT HYCUBE DRY VAN	
<u>ADDITIONAL UNIT CHARGES</u>			
State Inspection		Price:	\$63.00
Title Fee		Price:	\$115.00
Motor Vehicle Sales Tax		Price:	\$1,584.82
		Unit Price:	\$27,119.96

Stock Number: ET100003	Unit ID #: ET100003	Price:	\$25,357.14
VIN: 3H3V532C4ET100003			
Year: 2014	Make: HYUNDAI	Model: 53' HT HYCUBE DRY VAN	
<u>ADDITIONAL UNIT CHARGES</u>			
State Inspection		Price:	\$63.00
Title Fee		Price:	\$115.00
Motor Vehicle Sales Tax		Price:	\$1,584.82
		Unit Price:	\$27,119.96

Stock Number: ET100005	Unit ID #: ET100005	Price:	\$25,357.14
VIN: 3H3V532C8ET100005			
Year: 2014	Make: HYUNDAI	Model: 53' HT HYCUBE DRY VAN	
<u>ADDITIONAL UNIT CHARGES</u>			
State Inspection		Price:	\$63.00
Title Fee		Price:	\$115.00
Motor Vehicle Sales Tax		Price:	\$1,584.82
		Unit Price:	\$27,119.96

Stock Number: ET100006	Unit ID #: ET100006	Price:	\$25,357.14
VIN: 3H3V532CXET100006			
Year: 2014	Make: HYUNDAI	Model: 53' HT HYCUBE DRY VAN	
<u>ADDITIONAL UNIT CHARGES</u>			
State Inspection		Price:	\$63.00
Title Fee		Price:	\$115.00
Motor Vehicle Sales Tax		Price:	\$1,584.82
		Unit Price:	\$27,119.96

Invoice: A-142

Invoice Date: 08/02/2013

Customer: 100353

Stock Number: ET100007 Unit ID #: ET100007 Price: \$25,357.14
 VIN: 3H3V532C1ET100007
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

EXHIBIT "A1"

Stock Number: ET100008 Unit ID #: ET100008 Price: \$25,357.14
 VIN: 3H3V532C3ET100008
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

Stock Number: ET100011 Unit ID #: ET100011 Price: \$25,357.14
 VIN: 3H3V532C3ET100011
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

Stock Number: ET100012 Unit ID #: ET100012 Price: \$25,357.14
 VIN: 3H3V532C5ET100012
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

Stock Number: ET100016 Unit ID #: ET100016 Price: \$25,357.14
 VIN: 3H3V532C2ET100016
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

Stock Number: ET100019 Unit ID #: ET100019 Price: \$25,357.14
 VIN: 3H3V532C8ET100019
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

Invoice: A-142

Invoice Date: 08/02/2013

Customer: 100353

Stock Number: ET100021 Unit ID #: ET100021 Price: \$25,357.14

VIN: 3H3V532C6ET100021

Year: 2014

Make: HYUNDAI

Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00

Title Fee Price: \$115.00

Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

EXHIBIT "A1"

Stock Number: ET100022 Unit ID #: ET100022 Price: \$25,357.14

VIN: 3H3V532C8ET100022

Year: 2014

Make: HYUNDAI

Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00

Title Fee Price: \$115.00

Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100023 Unit ID #: ET100023 Price: \$25,357.14

VIN: 3H3V532CXET100023

Year: 2014

Make: HYUNDAI

Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00

Title Fee Price: \$115.00

Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100035 Unit ID #: ET100035 Price: \$25,357.14

VIN: 3H3V532C6ET100035

Year: 2014

Make: HYUNDAI

Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00

Title Fee Price: \$115.00

Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100036 Unit ID #: ET100036 Price: \$25,357.14

VIN: 3H3V532C8ET100036

Year: 2014

Make: HYUNDAI

Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00

Title Fee Price: \$115.00

Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100037 Unit ID #: ET100037 Price: \$25,357.14

VIN: 3H3V532CXET100037

Year: 2014

Make: HYUNDAI

Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00

Title Fee Price: \$115.00

Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Invoice: A-142

Invoice Date: 08/02/2013

Customer: 100353

Stock Number: ET100038 Unit ID #: ET100038 Price: \$25,357.14
 VIN: 3H3V532C1ET100038
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82

EXHIBIT "A1"

Unit Price: \$27,119.96

Stock Number: ET100039 Unit ID #: ET100039 Price: \$25,357.14
 VIN: 3H3V532C3ET100039
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100040 Unit ID #: ET100040 Price: \$25,357.14
 VIN: 3H3V532CXET100040
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100042 Unit ID #: ET100042 Price: \$25,357.14
 VIN: 3H3V532C3ET100042
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100046 Unit ID #: ET100046 Price: \$25,357.14
 VIN: 3H3V532C0ET100046
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Stock Number: ET100047 Unit ID #: ET100047 Price: \$25,357.14
 VIN: 3H3V532C2ET100047
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82

Unit Price: \$27,119.96

Invoice: A-142

Invoice Date: 08/02/2013

Customer: 100353

Stock Number: ET100050 Unit ID #: ET100050 Price: \$25,357.14
 VIN: 3H3V532C2ET100050
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

EXHIBIT "A1"

Stock Number: ET100054 Unit ID #: ET100054 Price: \$25,357.14
 VIN: 3H3V532CXET100054
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

State Inspection Price: \$63.00
 Title Fee Price: \$115.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

Stock Number: ET100056 Unit ID #: ET100056 Price: \$25,357.14
 VIN: 3H3V532C3ET100056
 Year: 2014 Make: HYUNDAI Model: 53' HT HYCUBE DRY VAN

ADDITIONAL UNIT CHARGES

Title Fee Price: \$115.00
 State Inspection Price: \$63.00
 Motor Vehicle Sales Tax Price: \$1,584.82
 Unit Price: \$27,119.96

Total Sold Unit(s): \$677,999.00

FET:	ET100002	\$3,042.86
	ET100003	\$3,042.86
	ET100005	\$3,042.86
	ET100006	\$3,042.86
	ET100007	\$3,042.86
	ET100008	\$3,042.86
	ET100011	\$3,042.86
	ET100012	\$3,042.86
	ET100016	\$3,042.86
	ET100019	\$3,042.86
	ET100021	\$3,042.86
	ET100022	\$3,042.86
	ET100023	\$3,042.86
	ET100035	\$3,042.86
	ET100036	\$3,042.86
	ET100037	\$3,042.86
	ET100038	\$3,042.86
	ET100039	\$3,042.86
	ET100040	\$3,042.86
	ET100042	\$3,042.86
	ET100046	\$3,042.86
	ET100047	\$3,042.86
	ET100050	\$3,042.86
	ET100054	\$3,042.86
	ET100056	\$3,042.86

Total FET: \$76,071.50

Total: \$754,070.50

Net: \$754,070.50

Balance Due: \$754,070.50

Invoice: A-142

Invoice Date: 08/02/2013

Customer: 100353

Terms

Due: 08/02/2013

Remit Balance Due To:

W&B Service Company
P.O. Box 842328
Dallas, TX 75284-2328

COMMENTS

END USER: Americorp Xpress Carriers, LLC, 5201 Veterans Blvd, Pharr, TX 78577

OWNER: United Leasing, Inc. 3700 Morgan Avenue Evansville, IN 47715

LIENHOLDER: Fifth Third Bank P. O. Box 5089 Evansville, IN 47716-5089

I hereby authorize work to be done along with the necessary material and agree W&B is not responsible for loss or damage to vehicle or articles left in vehicles in case of fire, theft or any other cause or for any delays caused by anavailability of parts. Customer agrees W&B is not responsible for any losses, liabilities, or products for any reason resulting from W&B's work or action. Customer agrees he alone is responsible to monitor Product or Load Condition. I hereby grant W&B and its employees permission to operate the vehicle or trailer hereby described for the purpose of testing and inspection. An express mechanic's lien is hereby acknowledged on above truck or trailer to secure the amount of repairs thereto. All parts and labor carry a 90 day warranty from W&B.

Print Name: _____ Signature: _____

Date: _____



Lease Number: 181487-001

LESSOR: BALBOA CAPITAL CORPORATION

VEHICLE ADDENDUM

ADDENDUM TO LEASE OF EQUIPMENT DATED 8/06/2013

THE TERM "VEHICLE" AS USED HEREIN SHALL BE DEEMED TO REFER TO AN ITEM OF EQUIPMENT AS DEFINED IN THE LEASE

RETURN OF VEHICLES: Upon termination of this Lease by expiration of the term thereof or in the event of Lessee's default as hereinafter defined, Lessee will, at its own cost and expense, promptly return each Vehicle to Lessor at an address specified by Lessor in the same condition as received, as hereinafter defined and normal depreciation alone excepted ("Average Saleable Condition"). Lessee will pay for any repairs required to place each Vehicle in Average Saleable Condition, including parts and labor. Lessee shall, without delay, cause each Vehicle to be insured and delivered to Lessor to such location as Lessor shall direct.

The term "Average Saleable Condition" shall apply to any Vehicle returned to Lessor, with the following conditions required to be fulfilled:

Tires: On each Vehicle which is a power unit, all tires will have a minimum of 50% remaining tread. On each Vehicle which is a trailer or van, all tires shall have a minimum of 35% remaining tread.

Engine: The engine for each Vehicle which is a power unit must have been maintained in accordance with manufacturer's recommendations, including overhauling as required. At the time of return, the engine must be capable of meeting manufacturer's minimum operational specifications while under full load.

Transmission and Rear Axle: The transmission and rear axle for each Vehicle must also meet manufacturer's minimum operating specifications under full load.

Brakes: Brake lining for each Vehicle on all wheels will have a remaining life of 50%.

General Condition: Damage to exterior or interior materials may not exceed \$500 cost of repairs for each Vehicle. All operating components of each Vehicle must meet applicable vehicle inspection standards and be able to perform their function as originally intended. All mechanical and electrical equipment, including radios, heaters, air conditioner, refrigeration units, etc., must be in proper operating condition.

Mileage: Odometer reading as of date of lease: _____ miles.
Mileage charge shall be 5 cents per mile in excess of the following allowable yearly totals:

1. Light duty (1 1/2 tons & less) (i.e., pickups, vans, ambulances, limousines, automobiles, light utility): 25,000 miles per year.
2. Class 5, 6 (medium/heavy duty gas engine) (i.e., rental trucks, small delivery): 24,000 miles per year.
3. Class 7 (medium duty diesel trucks) (i.e., heavy duty GVW with small diesel engines): 50,000 miles per year.
4. Class 8 heavy duty diesel tractor units (over road/long haul units): 100,000 miles per year.


MAINTENANCE AND REPAIRS: All service, materials, and repairs in connection with the use and operation of each Vehicle during the lease term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for proper use and operation, are at Lessee's sole expense. Lessee agrees that the oil in the crankcase shall at all times be kept at proper level and shall be completely changed and each Vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the Vehicle. Lessor shall not be liable for repairs, nor shall any such repairs be charged to it.

Documents and Records: All maintenance records, maintenance record jackets, repair orders, license plates, registration certificates, titles and all other similar documents, for any Vehicle must be made available at any time for inspection at the request of the Lessor. Upon any event of return of a Vehicle, these records, in their entirety, if requested by the Lessor, will be returned to the Lessor.

Costs: All tests and inspections in regards to this Section will be at Lessee's expense.

HEAVY VEHICLE USE TAX (Federal Highway Use Tax): Lessee will file all returns and pay all (Federal) Heavy Vehicle Use Tax, which may be assessed or due on each Vehicle and Lessee agrees to indemnify Lessor for such taxes. In the event of default any expenses incurred will be included as lease damages and due from the Lessee.

OBLIGATION TO PAY MISCELLANEOUS CHARGES: Lessee agrees to pay all storage charges, parking charges and fines. Lessee will pay any fees (including Vehicle registration and inspection fees) or taxes which may be imposed with respect to each Vehicle by any governmental authority. In the event of default any expenses incurred will be included as lease damages and due from the Lessee.

TITLING AND REGISTRATION: We are the owner of the Equipment and you guarantee that physical titling of the Equipment will be accomplished in a timely manner. Each Vehicle subject to this Lease shall bear license plates and the title thereto shall be registered in the name of Lessor. Annual registration and license fees shall be paid by Lessee. You agree to provide to us the original title documentation or DMV receipt. This will be provided within 30 days of when you receive it from the titling authority. If you fail to do so, you will be in default of this Agreement. You further agree to pay a month to month unobtained titling fee if we have not received the correct transferred title in our office and agree to indemnify us from any damage or loss we incur from your failure.  (initial) You, at your sole cost, will obtain and maintain all registrations, titling, plates, permits and licenses necessary for use of the Equipment in your business, and in conformance with the laws of the state within in the principal place of business of the Lessee is located or in the principal place where the Vehicle is garaged. You further grant us limited power of attorney to sign off on any title documentation in case of any repossession or termination. You also grant us security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1.

INSURANCE: Lessee shall procure and maintain in full force and effect at all times, at Lessee's expense, with a responsible insurance company acceptable to Lessor, insurance coverage for the maximum insurable value of the equipment insuring Lessee and Lessor, as their interests may appear, against liability for death, bodily injury and property damage resulting from ownership, maintenance, use or operation of the equipment, with minimum coverage per occurrence as follows:

Minimum limits for each vehicle to be maintained by Lessee:

Bodily injury liability per individual	\$500,000
Bodily injury liability per accident	\$1,000,000
Property damage liability	\$500,000
Fire, Theft and Comprehensive	Full Value
Collision Value Deductible (deductible part to be paid by Lessee)	

OR Combined Single Limits \$1,000,000

Comprehensive and Collision - Valued at ACV with Maximum deductible of \$2,500.

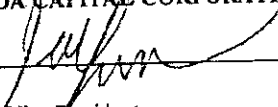
Such continuous insurance coverage shall be provided for the period from delivery of the first item of equipment to Lessee to the date of termination of this Lease. Lessee shall provide Lessor copies of the insurance policies or other evidence of the maintenance of such insurance. Lessor must be named on the policy as "additional insured" and "loss payee".

The following shall constitute an additional Event of Default under the Lease: "expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of any such insurance, or of any extension or renewal thereof, during the entire term of this Lease".


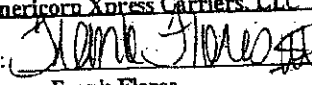
EXCEPT IN THE EVENT OF DIRECT CONFLICT BETWEEN THIS ADDENDUM AND THE ABOVE REFERENCED LEASE, THE PROVISIONS OF THIS ADDENDUM SUPPLEMENT SAID LEASE AND SHALL NOT BE DEEMED TO MODIFY, REPLACE, OR CANCEL ANY PROVISION OF SAID LEASE, IN THE EVENT OF CONFLICT BETWEEN THIS ADDENDUM AND SAID LEASE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

LESSOR:
BALBOA CAPITAL CORPORATION

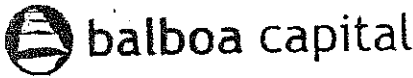
By: 
Title: Vice President
Date: 8/20/13

LESSEE:
Americorn Xpress Carriers, LLC

 By: 
Name: Frank Flores
Title: Managing Member

Date: 08/05/13
THIS LEASE IS THE ONLY ORIGINAL LEASE EXECUTED BY THE PARTIES HERETO WITH RESPECT TO THE LEASED GOOD COVERED HEREBY. THIS LEASE HAS BEEN COLLATERALLY ASSIGNED TO FIFTH THIRD BANK, INDIANA, AS AGENT (THE "AGENT"), AND THIS LEASE MAY NOT BE SOLD, ASSIGNED, TRANSFERRED OR CONVEYED, AND NO SECURITY INTEREST MAY BE TAKEN IN THIS LEASE, WITHOUT SUCH WRITTEN CONSENT.

EXHIBIT C



This Master Lease Agreement is entered into as of the date set forth below by and between BALBOA CAPITAL CORPORATION ("Lessor") and Americorp Xpress Carriers, LLC ("Lessee") with reference to the following facts:

- A. From time to time Lessee desires to lease various items of personal property from Lessor; and
- B. Lessor and Lessee desire to set forth the terms and conditions under which such Lease(s) shall be governed.
- C. "Master Lease" shall mean this agreement; "Lease" shall mean each Schedule entered into between Lessor and Lessee pursuant to this Master Lease.

NOW THEREFORE, Lessor and Lessee agree as follows:

TERMS AND CONDITIONS OF LEASE

1. LEASE Lessor shall lease to Lessee and Lessee shall lease from Lessor the items of equipment and other personal property (hereinafter, together with all replacements, repairs, substitutions, additions, accessories and accessories therefor and/or thereto, called the "Equipment") described in the Schedule(s) (hereinafter individually called a "Schedule" and collectively called "Schedules") now or hereafter from time to time executed by Lessor and Lessee and made a part hereof, all upon the terms and conditions hereinafter set forth as supplemented with respect to each item of Equipment by the terms and conditions set forth in each Schedule.

2. TERM Each Schedule shall become effective upon acceptance by Lessor by signing and dating each Schedule and the term for any Schedule(s) shall commence on the day that the leased property has been delivered to and accepted by Lessee ("Commencement Date"). Lessee shall at its sole discretion select the type, quantity and supplier of each item of Equipment. Lessor shall not be liable to Lessee for any failure or delay in obtaining delivery of any Equipment. Upon delivery of any Equipment to Lessee, Lessee shall forthwith inspect such Equipment and, within ten (10) days of delivery of the Equipment, Lessee shall execute and deliver to Lessor a Delivery and Acceptance Certificate, in form and substance satisfactory to Lessor. Lessee's execution and delivery of a Delivery and Acceptance Certificate covering any Equipment shall conclusively establish, as between Lessor and Lessee, that such Equipment has been unconditionally accepted by Lessee for all purpose of this Lease.

With respect to each Lease, if for any reason the Equipment has not been delivered, installed and accepted by Lessee within sixty (60) days after it is ordered by Lessor, or if Lessee fails to accept the Equipment and execute a Delivery and Acceptance Certificate within (10) days following delivery of the Equipment, Lessor may at Lessor's option, terminate Lessor's obligations under such Lease and Lessee shall, on demand of Lessor, pay Lessor all amounts paid or owing by Lessor with respect to the purchase of such Equipment and indemnify and hold Lessor harmless from any and all liabilities, claims, costs and expenses to the manufacturer or supplier/vendor of the Equipment or any party, arising out of or relating to the Equipment or the Lease. Upon payment of such amounts, Lessor shall release, remise and quit claim such Equipment to Lessee AS IS, WHERE IS, AND WITHOUT WARRANTY EXPRESSED OR IMPLIED BY LESSOR AS TO ANY MATTER WHATSOEVER. Lessee shall upon such payment be subrogated to Lessor's claim, if any, against the manufacturer or supplier/vendor of such Equipment.

Lessee agrees that its remedies, should it find fault with any of the Equipment, shall be and are solely against the manufacturer and/or supplier/vendor of such Equipment. The base term ("Base Term") of each Lease shall commence at the Lessor's sole discretion on any day occurring in the quarter following the Commencement Date and terminate upon the expiration of the number of months specified in each Schedule. Each Lease may be terminated by Lessee at the end of the base term if one hundred twenty (120) days prior to the end of the base term, written notice of such termination is delivered to Lessor via certified mail. Each Lease may be terminated by Lessor at the end of the base term if at least sixty (60) days prior to the end of the base term, written notice of such termination is delivered to Lessee via certified mail. Otherwise the term of each Lease shall automatically be extended for twelve months following the end of the initial base term at the rate stated on the respective Schedule(s), and shall renew thereafter for successive three month periods until notice of termination is provided by Lessee. During the initial extension period, Lessor, at its sole option, may terminate each lease upon ninety (90) days prior written notice to Lessee via certified mail. After the initial extension period, each Lease may be terminated by either Lessor or Lessee at the end of any calendar month, provided that ninety (90) days prior written notice of such termination is delivered to the other party via certified mail.

3. RENT The rent payable with respect to any Schedule(s) shall be the amount shown on such Schedules(s). Lessee shall pay to Lessor the rent for each Schedule, in advance, for each period or any part thereof that each Lease is in effect as delineated on the Schedule. The first such payment, with respect to any Schedule, shall be made at the Lessor's discretion on any day occurring in the quarter following the Commencement Date. A prorata portion of the rental charges based on a daily rental of one-ninety (1/90) of the aggregated average of the quarterly rentals calculated from the Commencement Date to the beginning of the Base Term shall be due and payable at the Commencement Date. Installments of rent or personal property tax which are not paid within three (3) days of their due date shall be subject to a late charge equal to eighteen percent (18%) of each such delayed payment. The late charge set forth in this contract shall apply only when permitted by law and, if not permitted by law, the late charges shall be calculated at the maximum rate permissible by law. In the event that a check or other instrument tendered for payment is dishonored, Lessor shall be entitled to a twenty-five dollar (\$25.00) fee. All rent shall be paid at the place of business of Lessor shown above or such other place as Lessor may designate by written notice to Lessee. Lessee agrees to pay taxes and reasonable fees, including but not limited to documentation fees, filing fees, credit fees, equipment inspection fees, title fees, property taxes, sales taxes, use taxes, business taxes and further agrees to pay twenty dollars (\$20.00) per collection call and one hundred dollars (\$100.00) per collection visit. Lessor may apply remittances received to unpaid rental installments and/or other charges on a due date basis, remittance received being applied to the oldest unpaid rental or charge.

4. FINANCE LEASE STATUS. The parties agree that this Lease is a Finance Lease as defined by Section 10103(a)(7) of the California Uniform Commercial Code ("UCC"). Lessee acknowledges the following: (a) Lessor has not selected, manufactured, or supplied the Equipment; (b) Lessor acquired the Equipment or the right to possession and use of the Equipment in connection with the Lease; (c) Lessee has received, reviewed and approved all written Supply Contracts (as defined by UCC Section 10103(a)(25)) covering the Equipment purchased from the Supplier (as defined by UCC Section 10103(a)(24)) thereof for lease to Lessee on or before signing this Lease Contract (as defined by UCC Section 10103(a)(12)); (d) Lessor has informed Lessee in writing of the identity of the Supplier; (e) Lessor has informed Lessee that Lessor may have rights under the Supply Contract and that Lessee is to contact the Supplier for a description of any such rights; and (f) Lessor provides no warranties or other rights with respect to the purchase of the Equipment and any and all rights Lessee has with respect to the purchase of the Equipment are solely against supplier, and Lessee may communicate at any time with the supplier prior to executing this Lease.

5. DISCLAIMER OF LESSOR WARRANTIES. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT TO BE LEASED HEREUNDER WILL BE OF A TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURER SELECTED BY LESSEE; THAT LESSOR IS NOT A MANUFACTURER OF, OR DEALER IN, THE EQUIPMENT; THAT NEITHER THE VENDOR, THE MANUFACTURER NOR ANY AGENT THEREOF IS AN AGENT OF LESSOR; THAT LESSOR HAS NOT, WILL NOT, AND HAS NO OBLIGATION TO, INSPECT THE EQUIPMENT PRIOR TO DELIVERY TO LESSEE; THAT LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN THE EQUIPMENT OR OPERATION THEREOF; AND THAT LESSOR HAS NOT MADE, WILL NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY KIND OR AS TO ANY MATTER WHATSOEVER ON WHICH LESSEE MAY RELY, INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, GOVERNMENTAL REGULATIONS OR RULES, ORDERS, SPECIFICATIONS OR CONTRACT, CONDITION, TITLE, QUALITY, DESIGN, DURABILITY, OR SUITABILITY FOR LESSEE'S PURPOSE OF THE EQUIPMENT IN ANY RESPECT, OR ANY PATENT INFRINGEMENT, OR LATENT OR PATENT DEFECTS. LESSOR WILL, HOWEVER, UPON LESSEE'S REQUEST AND IF LESSEE IS NOT IN DEFAULT, TAKE ANY STEPS REASONABLY WITHIN ITS POWER TO MAKE AVAILABLE TO LESSEE ANY MANUFACTURER'S OR SIMILAR WARRANTY APPLICABLE TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH, AND LESSEE HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY LESSOR.

6. NET LEASE; NO OFFSET. THIS IS A NET LEASE, AND ALL RENT AND ALL OTHER SUMS PAYABLE BY LESSEE HEREUNDER SHALL BE PAID UNCONDITIONALLY WHEN DUE WITHOUT ABATEMENT, DEDUCTION, COUNTERCLAIM OR SETOFF OF ANY NATURE INCLUDING WITHOUT LIMITATION ANY COUNTERCLAIM OR SETOFF ARISING OUT OF ANY PRESENT OR FUTURE CLAIM LESSEE MAY HAVE AGAINST LESSOR, OR ANY ASSIGNEE OF LESSOR OR THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, OR ANY OTHER PARTY. In no event, except as otherwise expressly provided herein, shall this Lease terminate or shall any of the Lessee's obligations be affected by reason of any defect in or damage to or loss or destruction of all or any part of the Equipment, from any cause whatsoever, or any interference with Lessee's use of the Equipment by any person or for any other cause whatsoever.

INITIAL

7. **COMMERCIAL RISK.** Lessee bears all risk that the Equipment may become unusable for any reason, including without limitation, loss, theft, damage, destruction, defect, GOVERNMENTAL REGULATION, PROHIBITION, IMPRACTICABILITY OF USE, OBSOLESCENCE, OR COMMERCIAL FRUSTRATION. No inability to use the Equipment shall result in the termination of any Lease or relieve Lessee from any of its obligations under any Lease.

8. **USE AND LOCATION.** Lessee shall use the Equipment in a careful and proper manner and in compliance with all laws, ordinances, regulations and insurance policy conditions in any way relating to the possession, use or maintenance of the Equipment. Unless the Equipment is of a type normally used at more than one location (such as vehicular equipment, construction machinery or the like), Lessee shall not remove the Equipment from the location designated in the applicable Schedule(s) without the prior written consent of Lessor. If an item of Equipment is of a type normally used at more than one location, Lessee shall not use the Equipment outside of the area designated in the applicable Schedule(s) without prior written approval of Lessor. Lessee shall comply with any and all applicable environmental laws and will not use any hazardous substances with the Equipment. Lessee represents and warrants to Lessor that the Equipment is being leased and will be used solely for commercial or business purposes and will not be used for personal, family or household purposes.

9. **OWNERSHIP.** The Equipment, or in the case of software, the assignment or the rights to the assignment of the software and/or its license(s) is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Plates, labels or other markings stating that the Equipment is owned by Lessor shall be affixed to or placed on the Equipment by Lessor or, at Lessor's request or if required by law, by Lessee at Lessee's expense, and Lessee shall keep the same in a prominent position thereon.

10. **PERSONAL PROPERTY.** The Equipment is, and shall at all times be and remain, personal property notwithstanding that it or any part thereof may now be or hereafter become, in any manner affixed or attached to, or embedded in, real property or any building thereon. Lessee agrees that it will furnish and record, at its own expense, such owners', mortgagees', landlords', or other disclaimers, waivers, or consent as may be necessary or reasonably requested by Lessor in order to give full effect to the intent and provisions of the preceding sentence.

11. **MAINTENANCE AND REPAIRS.** Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required for such purpose. All such parts, mechanisms and devices affixed to any Equipment shall thereupon become the property of Lessor and subject to the terms and conditions of this Lease. Lessee shall modify the Equipment if required by any governmental authority or law and will make such modification known to Lessor by written notice to be delivered by certified mail.

12. **ALTERATIONS.** Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the Equipment. All additions and improvements of whatsoever kind or nature made to the Equipment shall be made at Lessee's sole cost and expense and when made become the property of Lessor and subject to the terms and conditions of this Lease.

13. **LESSOR'S INSPECTION.** Lessor shall during normal business hours have the right to enter into and upon any premises where any Equipment may be located for the purpose of inspecting such Equipment or observing its use. Lessee shall, whenever requested by Lessor, advise Lessor of the exact location of any and all items of Equipment.

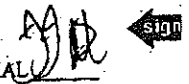
14. **LOSS, THEFT AND DAMAGE.** Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any part of the Equipment, Lessee shall place same in good repair at Lessee's expense. If Lessor determines that any part of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, at Lessee's option do one of the following: (a) place such Equipment in good repair, condition and working order, acceptable to Lessor, or (b) replace such Equipment with like Equipment in good repair, acceptable to Lessor and furnish to Lessor all necessary documents vesting good and marketable title thereto in Lessor unencumbered by any lien or security interest, which replacement Equipment shall thereupon become the property of Lessor and be subject to the terms and conditions of this Lease; or (c) pay Lessor therefor in cash the "Stipulated Loss Value" of such Equipment, defined as all rent and other amounts due and to become due under the Lease with respect to such Equipment, plus twenty percent (20%) of the actual cost of said item of Equipment, specified in this Lease applicable thereto, representing Lessor's minimum residual value in the Equipment at the end of the Lease term. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to title in the Equipment AS-IS and WHERE-IS and without warranty, express or implied.

15. **INSURANCE.** Lessee agrees to maintain, at Lessee's expense, "Special Form" property insurance protecting the Equipment for its full replacement value, naming Lessor as a loss payee on a "Lender's Loss Payable" endorsement; and public liability insurance, in amounts acceptable to Lessor, naming Lessor as additional insured (together "Required Insurance"). Lessee must provide Lessor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this Lease or of any subsequent written request. Each Policy shall expressly provide that said insurance as to Lessor and assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be cancelled without thirty (30) days prior notice to Lessor. If Lessee does not do so, Lessor may obtain insurance from an insurer of Lessor's choosing in such forms and amounts as Lessor selects ("Lease Insurance"). Lease Insurance covers the Equipment and Lessor only and not Lessee. Lessee shall pay Lessor periodic charges for Lease Insurance ("Insurance Charges") that include: a premium that may be higher than if Lessee maintained Required Insurance separately; a finance charge of up to the implicit rate of the Lease on any premium advances made by Lessor or Lessor's agents; and billing and processing fees; each of which may generate a profit to Lessor and Lessor agents. If Lessee fails to pay billed Insurance Charges within 30 days of their due date, Lessor may pay them by applying funds paid under the Lease or debiting Lessee's account under any previously authorized automatic payment. Lessee agrees to arbitrate any dispute with Lessor or Lessor agents regarding Lease Insurance or Insurance Charges under the rules of the American Arbitration Association in Los Angeles, California; provided however, such agreement does not authorize class action arbitration. Lessee hereby appoints Lessor or its agents or assigns its true and lawful attorney-in-fact to make claims for, receive payments for, and execute and endorse all documents, checks or drafts for loss, theft, or damage or destruction of the Equipment under any property insurance. At Lessor's election, in lieu of obtaining or continuing Lease Insurance, Lessor may require Lessee to pay a monthly additional fee up to 2% of the Equipment Cost. This fee is not calculated with reference to additional risk and constitutes additional profit for Lessor, but represents the basis on which Lessor is willing to forgo exercising remedies and continue this Agreement without Required Insurance. Lessee will receive no insurance coverage and will not be released from any obligations. Lessor is not selling insurance. Lessor will cease charging the additional fee or billing for Lease Insurance 30 days after Lessee provides satisfactory proof of Required Insurance and compliance with this section.

16. **ENCUMBRANCES AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall pay promptly when due, and shall indemnify and hold Lessor harmless from, all license fees, registration fees, import duties, assessments, charges and taxes (municipal, state, federal or other) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment (whether the same be assessed to Lessor or Lessee), together with any penalties or interest in connection therewith, excluding, however, all taxes on or measured by Lessor's net income. If any such fee, assessment, duty, charge or tax is, or is to be, assessed or billed to Lessor, Lessee upon the request of Lessor and at the expense of Lessee shall do any and all things required to be done by Lessor in connection with the levy, assessment, billing and payment thereof. Upon Lessor's request, Lessee shall, on any property tax returns required to be filed with respect to the Equipment, including the property covered by this Lease and any substitutions or additions thereto as property owned by Lessee for purposes of tax assessments, shall cause all billings of such fees, assessments, duties, charges or taxes to be addressed to Lessor in care of Lessee, and shall submit to Lessor written evidence of payment of the same. Alternatively, Lessee shall at the request of Lessor, forthwith pay Lessor the amount (estimated or otherwise) of any such fees, assessments, duties, charges and taxes, and Lessor shall apply the same to the payment thereof. Lessee shall also pay all taxes arising out of Lessee's exercise of any purchase option relating to any Lease (including sales tax).

17. **LESSOR'S PAYMENT.** In case of failure of Lessee to procure or maintain proper insurance or to pay such fees, assessments, duties, charges and taxes or to keep any item of Equipment free and clear of all levies, liens and encumbrances or in good repair, condition and working order, all as herein before provided, Lessor shall have the right, but not the obligation, without notice to or demand upon Lessee, and without releasing Lessee from any obligation herein before specified, to effect and pay for such insurance or to pay such fees, assessments, duties, charges and taxes or to keep such Equipment in good repair, condition and working order, as the case may be, and to pay, purchase, contest or compromise any encumbrance, charge or lien which in the sole judgment of Lessor appears to affect such Equipment, and in exercising any such right, to incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall immediately become due and payable by Lessee upon payment by Lessor and shall thereafter bear interest at the rate of 1 1/2% per annum, but not greater than the highest rate permitted by any applicable usury law.

18. **RETURN OF EQUIPMENT.** Upon expiration of the term of any Lease, (unless Lessee shall have duly exercised any purchase option with respect to such Lease), or after default, on demand by Lessor, Lessee will at its sole cost and expense deliver the Equipment (in the same condition as when delivered to Lessee, reasonable wear and tear resulting from authorized use thereof alone excepted) to Lessor's premises set forth above or any place designated by Lessor in writing, for such disposition as Lessor may determine. No such return shall constitute termination of this Lease unless Lessor shall agree so in writing.

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19. **COMMITMENT FEE.** Unless otherwise delineated on the respective Schedule(s), the amount, if any, which Lessee has deposited with Lessor as set forth in any Schedule shall constitute partial security for Lessee's obligations under this Lease. This commitment fee shall not be refunded, but upon Lessor's acceptance of Lessee's offer to enter into any Lease, may at Lessor's option, be applied at any time in partial satisfaction of any obligation of Lessee which may be in default, although the making of such deposit shall not excuse Lessee from any such obligation and such application of the amount shall only release Lessee from the obligation pro tanto. Lessee acknowledges that Lessor shall deposit this commitment fee and that the deposit of this commitment fee shall not be construed as an approval and/or acceptance any Lease and shall not become binding upon Lessor until approval and acceptance by Balboa Capital Corporation's Finance Committee.

20. **ASSIGNMENT BY LESSOR.** Lessor may, at any time, with or without notice to Lessee, mortgage, grant a security interest in, or otherwise transfer, sell or assign this Lease or any Equipment or any rentals or other amounts due or to become due hereunder, Lessee agrees with Lessor and any such assignee (including any assignee to which such rights have been assigned by a prior assignee) that, upon receipt by Lessee from Lessor or such assignee of notice in writing of any such assignment, Lessee will, make all further payments due or to become due hereunder directly to assignee at the address specified in such notice of assignment and will recognize such assignee as the person entitled to exercise all other rights of Lessor hereunder. Lessee acknowledges that any assignment of Lessor's interest would neither materially change Lessee's duties or materially increase the burden or risk imposed on Lessee under any lease. Lessee further agrees with Lessor and any such assignee that in any action brought by such assignee against Lessee to enforce Lessor's rights hereunder Lessee will not assert against such assignee and expressly waives as against any assignee, any breach or default on the part of Lessor hereunder or any other defense, claim or set-off which Lessee may have against Lessor either hereunder or otherwise. No such assignee shall be obligated to perform any obligation, term or condition required to be performed by Lessor hereunder.

21. **DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder: (a) nonpayment of any rental payment or other amount provided for in any Lease; (b) default by Lessee in the performance of any other obligation term or condition of any Lease; (c) default by Lessee in the payment or performance of any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under any other agreement or instrument, which default has not been waived; (d) the issuance of any writ or order of attachment or execution or other legal process against any Equipment which is not discharged or satisfied within ten (10) days; (e) death or judicial declaration of incompetency of Lessee, if an individual; (f) the commencement of any bankruptcy, insolvency, arrangement, reorganization, receivership, liquidation or other similar proceedings by or against Lessee; (g) the making by Lessee of a general assignment or deed of trust for the benefit of creditors; (h) the occurrence of any event or condition described in clause (e), (f) or (g) of this Paragraph 21 with respect to any guarantor or any other party liable for performance of each Lease; (i) if any certificate, statement, representation, warranty or audit heretofore or hereafter furnished by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease, pursuant to or in connection with this Lease, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified; or to have omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party; (j) if the condition of Lessee's affairs shall change so as in the reasonable opinion of Lessor to impair Lessor's title to the Equipment or increase the risk of Lessee's non-performance; (k) if Lessee is a corporation and twenty percent (20%) or more of the then issued and outstanding voting capital stock of Lessee shall be acquired by any person, entity or group who are not such owners on the date of execution of each Lease; (l) any default occurs under any agreement now or hereafter securing any Lease; (m) breach of any negative covenant in any Lease; (n) if Lessee voluntarily permits any Equipment to become subject to a lien; or (rn) Lessee changes its name, state of incorporation, chief executive office and/or place of residence without providing Lessor with 30 days prior written notice of such change.

22. **REMEDIES OF LESSOR.** Upon the occurrence of any Event of Default and at any time thereafter, Lessor may without demand or notice to Lessee and without terminating or otherwise affecting Lessee's obligations hereunder exercise one or more of the following remedies, as Lessor in its sole discretion shall elect: (a) Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under each lease then accrued, all accelerated future payments due under each Lease, discounted to their present value at a discount rate of four percent (4%) as provided in Paragraph 18 above; (b) require Lessee to assemble the Equipment and make it available to Lessor at a place designated by Lessor as same may be located without liability to Lessee for any damage caused thereby; (c) sell or lease the Equipment or any part thereof at public or private sale (and Lessor may be a purchaser at such sale) for cash, on credit or otherwise, without representations or warranties, and upon such other terms as shall be acceptable to Lessor, and for such purposes of sale or lease, Lessor may use Lessee's name, voice, signature, photograph or likeness, in any manner and for any purpose, including but not limited to advertising or selling, or soliciting purchases of, any or all of the Equipment, products, merchandise, goods or services; (d) use and occupy the premises of Lessee for the purpose of taking, holding, reconditioning, displaying, selling or leasing the Equipment, without cost to Lessor or liability to Lessee; (e) proceed by appropriate action either at law or in equity to enforce either performance by Lessee of the covenants of this Lease or to recover damages for the breach of such covenants; or (f) exercise any and all rights accruing to a lessor under any applicable law upon a default by Lessee. If notice is required by law, any written notice to Lessee of any such sale or lease, given, not less than five (5) days prior to the date thereof, shall constitute reasonable notice to Lessee. Any sale or lease of the Equipment by Lessor after default shall be free and clear of any rights or interests of Lessee. Without limiting any of the foregoing remedies, Lessor may immediately recover the following from Lessee: (A) all unpaid rentals, late charges and other sums due as of the date of default; (B) all unpaid rentals to become due from the date of default through the last day of the term of each Lease; (C) any and all costs or expenses paid or incurred by Lessor in connection with the repossession, holding, repair, reconditioning and subsequent sale, lease or other disposition of the Equipment, including but not limited to attorney's fees and costs, whether or not litigation is commenced; (D) the residual value of any item of Equipment which Lessee fails to return to Lessor as provided above or converts or destroys, or which Lessor does not or is unable to repossess; (E) all other costs or expenses paid or incurred by Lessor at any time in connection with the execution, delivery, administration, amendment and enforcement or exercise of any of the Lessor's rights and remedies under each Lease, including but not limited to, attorneys' fees and costs, whether or not litigation is commenced, and taxes imposed by any governmental agency; (F) any actual or anticipated loss of federal or state tax benefits to Lessor (as determined by Lessor) resulting from Lessee's default or Lessor's repossession or disposition of the Equipment; and (G) any and all other damages proximately caused by Lessee's default. If Lessor obtains possession of any Equipment after default, the amount Lessor shall be entitled to recover shall be reduced by the lesser of (1) the rent due for the portion of the term of each lease remaining at the point in time the Equipment is re-sold or re-leased, or (2) either (a) the proceeds received by Lessor on the re-sale of the Equipment, less the re-sold Equipment's residual value or (b) the invoice value used for the re-lease of the Equipment less the re-leased Equipment's residual value. Lessor shall not be obligated to sell, lease, or otherwise dispose of any item of repossessed Equipment under each Lease if it would impair the sale, lease or other disposition by Lessor of similar equipment. Lessee shall be liable for any deficiency suffered by Lessor, and unless otherwise required by law, Lessor shall not be required to account to Lessee for any surplus or profit.

All rights and remedies of Lessor under each Lease are in addition to all rights and remedies contained in any other agreement, instrument or document or available to Lessor at law or in equity. All such rights and remedies are cumulative and not exclusive and may be exercised successively, concurrently and repeatedly. No default by Lessee or action by Lessor, including repossession, sale or re-leasing of Equipment, shall result in or constitute a termination of each Lease unless Lessor so notifies Lessee in writing, and no termination hereof shall release or impair any of Lessee's obligations hereunder. No exercise of any right or remedy shall constitute an election of remedies and preclude exercise of any other right or remedy. **LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT BY LESSOR IN THE EVENT OF DEFAULT HEREUNDER BY LESSEE**

23. **WAIVER, ETC.** No delay or omission on the part of Lessor in exercising any right hereunder shall operate as a waiver of any such right or of any other right hereunder, and a waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. Any waiver, permit, consent or approval of any kind or character on the part of Lessor of any breach or default under this Lease, or any waiver on the part of Lessor of any provision or condition of this Lease, must be in writing and shall be effective only to the extent specifically set forth in such writing. Acceptance by Lessor of a rental or other payment at a time when Lessee is in default hereunder shall not constitute a waiver of such default or defaults or of Lessor's right to terminate Lessee's rights hereunder pursuant to Paragraph 22 hereof. If Lessee, whether with or without the permission of Lessor, remains in possession of any items of Equipment beyond the expiration of the applicable Lease term without such Lease term having been formally extended, Lessee shall be responsible to pay rent at the rate heretofore in effect and shall also remain obligated to perform and observe all other covenants and agreements of Lessee hereunder, but no such retention of possession shall be construed as an extension of said lease term or as a waiver of Lessor's right to repossess said items of Equipment unless expressly agreed to in writing by Lessor.

24. **INDEMNIFICATION.** Lessee assumes liability for, and shall and does hereby indemnify and hold harmless Lessor, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, claims, costs, and expenses, including reasonable attorneys' fees, of every kind and nature (including, without limitation, for property damage, wrongful death or personal injury and for trademark, patent or copyright infringement) arising out of or relating to the use, condition (including latent and other defects whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing or return of any item of Equipment, regardless of where, how and by whom operated, any failure on the part of Lessee to perform or comply with any conditions of this Lease or any loss by Lessor of the benefit of any accelerated depreciation or Investment Tax Credit, or the right to claim the same, with respect to the Equipment. Without limiting the foregoing, this indemnification shall extend to claims made by any person, including Lessee, its agents and employees, and shall apply whether liabilities, claims, etc., are based on negligence (passive or active) of Lessor or another, breach of warranty, strict liability, products liability or otherwise. The indemnities and assumptions of liabilities and obligations provided for in this paragraph and Lessee's indemnities elsewhere in each lease shall continue if full force and effect notwithstanding the expiration or other termination of each Lease. Lessee is an independent contractor. Nothing contained in each Lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

INITIAL  

25. ASSIGNMENT BY LESSEE. WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT VOLUNTARILY OR INVOLUNTARILY (A) SELL, ASSIGN, TRANSFER, PLEDGE, GRANT A SECURITY INTEREST IN, HYPOTHECATE OR OTHERWISE DISPOSE OF EACH LEASE, THE EQUIPMENT, OR ANY INTEREST IN EACH LEASE OR THE EQUIPMENT; (B) SUBLET OR LEND ANY ITEM OF EQUIPMENT OR ANY PART THEREOF; OR (C) PERMIT ANY ITEM OF EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN LESSEE'S EMPLOYEES.

26. FURTHER ASSURANCE: Lessee hereby agrees and does hereby appoint Lessor or its agents or assigns its true and lawful attorney-in-fact to prepare, execute and sign any instrument or financing statement necessary to protect Lessor's rights, title and interest in the Equipment subject hereto, and to sign the name of the Lessee with the same force and effect as if signed by Lessee, and to file same at the proper location or locations. Lessee further agrees that Lessor may file financing statements in its name or in the name of any agent designated by Lessor in a separate agreement entered into by us without the consent of or notice to Lessee. Lessee hereby authorizes Lessor, or its assigns, to file a financing statement without Lessee's signature, in form and content and from time to time as Lessor deems proper, listing Lessee as Lessee or Debtor. Lessee further agrees, if Lessor so requests, to execute any instrument necessary to protect Lessor's interest in the Equipment. Lessee agrees to furnish financial statements, including a balance sheet and income statement for Lessee's two most current fiscal years and for each subsequent fiscal year that this Lease is in effect, and its most recent quarterly interim financial statement.

27. ATTORNEY FEES. In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in any bankruptcy court, on appeal or review or incurred without action, suits, or proceedings, together with all costs and expenses incurred in pursuit thereof.

28. NO AGENCY. LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER OR ANY FINDER, BROKER, OR EMPLOYEE OR AGENT OF ANY FINDER OR BROKER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE, ALTER OR ADD TO ANY TERM, PROVISION OR CONDITION OF THIS MASTER LEASE OR ANY SCHEDULE HERETO, OR MAKE ANY REPRESENTATION WITH RESPECT TO THIS MASTER LEASE OR ANY SCHEDULE HERETO. Lessee further acknowledges that Lessee, in executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties, or representations, if any, by the supplier, or any salesman, employee, representative or agent of the supplier or any finder, broker, or employee or agent of any finder or broker have not been relied upon by Lessee and shall not in any way affect Lessee's obligation to pay rent and otherwise perform as set forth in this Master Lease.

29. LESSEE'S WARRANTIES. Lessee represents and warrants to Lessor that (a) Lessee is duly organized, validly existing, and in good standing under applicable state law; (b) Lessee will authorize the signing, delivery and performance of each Lease before signing it; (c) when fully signed and delivered, each Lease will be a legal, valid and binding agreement of Lessee, enforceable against Lessee in accordance with its terms and conditions, and will not violate or create a default under any law, rule, regulation, judgement, order, instrument, agreement or charter document all of its rights under this Master Lease whether or not an adequate remedy at law exists. LESSEE HEREBY WAIVES TRIAL BY JURY AND THE RIGHT TO INTERPOSE ANY COURT OR ADMINISTRATIVE AGENCY THAT COULD HAVE A MATERIAL ADVERSE EFFECT ON LESSEE'S ABILITY TO PAY LESSOR, NOR IS LESSEE IN DEFAULT UNDER ANY LEASE, PURCHASE OBLIGATION, OR OTHER OBLIGATION EFFECTIVE AGAINST ALL CREDITORS OF LESSEE UNDER APPLICABLE LAW, INCLUDING FRAUDULENT CONVEYANCE AND BULK TRANSFER LAWS; (g) the financial statements and other information furnished to Lessor are and will be true and correct in all material respects and Lessor will be relying on the information contained therein; and (h) that Lessee's exact legal name, state of incorporation, location of its chief executive office and/or its place of residence as applicable, have been correctly identified to Lessor.

30. MISCELLANEOUS. Time is of the essence of each Lease and of each and all of its provisions. Lessor and Lessee agree that any amount which Lessor may recover from Lessee under subparagraph 14 (c) or Paragraph 23 of this Master Lease represents liquidated damages for the loss of Lessor's bargain and not a penalty. If there is more than one Lessee to this Master Lease, the liability of each shall be joint and several and any release of or forbearance with respect to one Lessee shall not release any other Lessee. Lessor shall be entitled to specific performance of any and all of its rights under this Master Lease whether or not an adequate remedy at law exists. LESSEE HEREBY WAIVES TRIAL BY JURY AND THE RIGHT TO INTERPOSE ANY COUNTERCLAIM OR OFFSET OF ANY NATURE OR DESCRIPTION IN ANY LITIGATION BETWEEN LESSEE AND LESSOR WITH RESPECT TO THIS LEASE, THE EQUIPMENT OR THE REPOSSESSION THEREOF. Any action, proceeding, or appeal on any matter related to or arising out of this Master Lease, Lessor, Lessee and any guarantor or subscriber (i) SHALL BE SUBJECT TO THE JURISDICTION OF THE STATE OF CALIFORNIA, AND CONCEDES THAT IT, AND EACH OF THEM, TRANSACTED BUSINESS IN THE STATE OF CALIFORNIA BY ENTERING INTO THIS LEASE; (ii) SHALL ACCEPT VENUE IN THE COUNTY OF ORANGE STATE OF CALIFORNIA, THIS LEASE IS SUBJECT TO APPROVAL AND ACCEPTANCE BY BALBOA CAPITAL CORPORATION'S FINANCE COMMITTEE AND SHALL NOT BECOME BINDING UPON LESSOR UNTIL EXECUTED BY AN OFFICER OF LESSOR. Such officer shall be the C.E.O., President, C.O.O., or Vice-President. No other officer, employee, or agent of Lessor has the authority to waive, alter, or add to any term, provision or condition of this Master Lease and/or each Schedule. Notice thereof is hereby waived by Lessee. By execution hereof, the signer hereby certifies that he has read this Master Lease and any Schedule executed concurrently herewith, and that he is duly authorized to execute this Master Lease and each Schedule on behalf of Lessee. ANY AMENDMENT TO THIS MASTER LEASE AND/OR SCHEDULE TO BE EFFECTIVE MUST BE IN WRITING SIGNED BY LESSOR AND LESSEE. This Master Lease constitutes the entire agreement between the parties hereto with respect to the leasing of the Equipment. Any notice required by this Lease or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet; or (d) has been personally delivered.

31. COUNTERPARTS: If this document was sent electronically, you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. Only one counterpart of the Lease and of each Schedule or Addenda shall bear our ink signed signature and shall be marked "Original". To the extent that any Lease, Schedule or Addenda constitute chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease, Schedule, or Addenda that bears our ink signed signature and is marked "Original".

31. NO ALTERATIONS. Lessee hereby warrants that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all documents non-binding and void.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ACCEPTED BY:

LESSOR:

Balboa Capital Corporation
2010 Main Street
11th Floor
Irvine, CA 92614

BY: 

Vice President

DATE: 8/20/13

LESSEE:

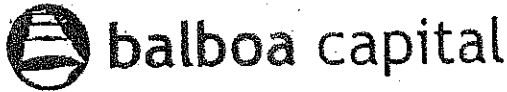
Americorp Xpress Carriers, LLC
5201 Veterans Blvd.
Pharr, TX 78577



By: 

Frank Flores, Managing Member

DATE: 08/05/13



Addendum to
Master Lease Agreement # 181487-001

Reference is made to the above-referenced Lease Agreement and Lease Schedule ("Lease") dated 08/05/2013 by and between Americorp Xpress Carriers, LLC as Lessee, and BALBOA CAPITAL CORPORATION as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, the parties hereto agree as follows:

"AFTER THE FINAL BASE LEASE PAYMENT HAS BEEN MADE, PLUS ALL ACCRUED BUT UNPAID LATE CHARGES, INTEREST, TAXES, PENALTIES AND/OR ANY OTHER SUMS DUE AND OWING UNDER THE LEASE AGREEMENT, AND NO EVENT OF DEFAULT, AS THE SAME IS MORE FULLY DESCRIBED IN SAID LEASE, HAS OCCURRED OR IS CONTINUING, (AS TO LEASE SCHEDULE 001 TO SAID LEASE), THE LESSEE SHALL PURCHASE SAID EQUIPMENT FROM LESSOR FOR ONE DOLLAR (\$1.00) PLUS APPLICABLE SALES TAX, AT WHICH TIME TITLE SHALL TRANSFER FROM LESSOR TO LESSEE 'AS-IS, WHERE-IS', WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED."

In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Addendum "A" at the date set forth below their respective signatures.

LESSOR:
Balboa Capital Corporation

By: [Signature]
Vice President

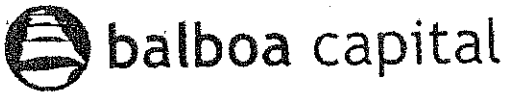
Date: 8/20/13

LESSEE:
Americorp Xpress Carriers, LLC

By: [Signature]
Frank Flores, Managing Member

Date: 08/05/13





ADDENDUM I
UCC 2A SUPPLIER(S) DISCLOSURE

This addendum is to be attached to and made a part of that Master Lease Agreement Number 181487-001 by and between BALBOA CAPITAL CORPORATION as Lessor, and, Americorp Xpress Carriers, LLC as Lessee(s). Lessee acknowledges it may have rights under any Purchase Agreement with the supplier/vendor(s) and may contact the supplier/vendor(s) for a description of any such rights.

The following are the supplier/vendor(s) in the above transaction.

#	Name	Address
1	W&B Service Co.	3810 N. Cage Pharr, TX 78577

Lessee Name: Americorp Xpress Carriers, LLC

By: 
Frank Flores, Managing Member

Date: 08/05/13



EXHIBIT D



NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to: (1) that certain Equipment Lease or Finance Agreement ("Agreement") dated as of August 5, 2013 between Balboa Capital Corporation ("Assignor"), as secured party and holder, and Americorp Express Carriers, LLC as Lessee ("Lessee"); (2) a certain Personal Guaranty ("Guaranties") issued by Frank Flores ("Guarantor") dated as of August 5, 2013 and (3) all other documents executed and/or delivered in connection with the Lease Agreement, Schedule and/or Guaranties (such Lease Agreement, Schedules, Guaranties and other documents being referred to herein collectively as the "Lease Documents").

Lessee is hereby notified that Assignor will assign either all Assignor's right, title and interest in and to the remaining scheduled base term payments and certain other amounts due under the Agreement or all Assignor's right, title and interest in, and all Assignor's rights, duties and obligations under, the Agreement, including those rights to the base term payments, to United Leasing, Inc. ("Assignee"). Pursuant to the assignment paragraph of the Agreement, Lessee is hereby directed to pay any and all scheduled base term payments, late charges and any other amounts now or hereafter due under the Agreement with respect to which Assignee renders an invoice at the address set out immediately below or to such other party or at such other place as directed in said invoice:

UNITED LEASING, INC
P.O. Box 5089
Evansville, IN 47716-5089

By Lessee's execution of this Notice and Acknowledgment of Assignment below, Lessee acknowledges receipt of notice of such assignment and further acknowledges:

1. That Lessee will pay all scheduled base term payments and other amounts due under the Agreement for which Assignee shall render an invoice without any set-off or deduction whatsoever, notwithstanding any defect in, damage to or requisition of any of the Equipment or any other similar or dissimilar event, it being understood that Lessee's obligation to make such payments is absolute, unconditional and irrevocable;
2. Without limiting the generality of paragraph 1, that Assignee's right to such amounts is not subject to any defense, set-off, counterclaim or recoupment arising out of any claim Lessee may now or hereafter have against Assignor or any other party, including, where the Agreement is a lease and Assignor has retained the residual position, any claim Lessee may have against Assignor resulting from Assignor's rejection of the Agreement in a bankruptcy proceeding involving Assignor or Assignor's interference with Lessee's quiet enjoyment of the Equipment for any reason, it being understood that Lessee retains the right to assert any such claim in a separate action against Assignor or the other appropriate party;
3. That Assignee has not made and shall not by virtue of said assignment make any warranties whatsoever as to the Agreement or the Equipment, assumed any liability as to any warranties Assignor or any other party may have made with respect thereto or assumed any of Assignor's duties to Lessee under or

related to the Agreement except that if the Agreement has not previously been consummated, Assignee has assumed Assignor's conditional funding obligation as set forth in the Agreement;

4. That Lessee will not enter into any amendment of or receive any waiver or accommodation as to the Agreement, without the prior written consent of Assignee, it being understood that any such amendment, waiver or accommodation will be void without such consent; and

5. That Lessee understands that Assignee will rely upon Lessee's agreements herein in consummating the proposed assignment.

6. In connection with this assignment Assignee may include the Agreement in its standard replacement insurance program. Under this program, whether or not provided in the Agreement, if Lessee fails to comply with Lessee's insurance obligations under the Agreement, Assignee may force place Assignee's standard form replacement coverage. However, before Assignee does so, Assignee will give Lessee notice and an opportunity to obtain the required coverage. If Lessee does not do so and Assignee places coverage, Lessee will be charged, and obligated to pay for, the replacement coverage as described here. The charge, which will be billed with the periodic payments, will include a fee Assignee retains plus interest on Assignee's premiums as well as the allocable premium. Also, any insurance Assignee obtains will protect Assignee only, may or may not include liability coverage but if it does will not protect Lessee, would typically be more expensive than coverage a business might obtain on its own and will not relieve Lessee for Lessee's liability for the difference between the insurance proceeds and Lessee's responsibility for the amount which must be paid off as to any covered property after a casualty loss or cover any excess value of that property. No further charges will be imposed once and for so long as Lessee complies with Lessee's insurance obligations under the Agreement.

7. If the acceptance certificate or pay proceeds direction has not been executed and delivered to Assignee, Assignee may terminate its obligations to finance the Equipment on notice, in which case, Lessee will assume all obligations and duties with respect to the Equipment, (a) subsequent to 60 days from the Agreement date, (b) upon a material adverse change in Lessee's financial condition, (c) if the Equipment's actual cost would exceed the amount of the Agreement or (d) if the Agreement is in default.

Lessee also warrants:

1. That no event of default or event which with the giving of notice or lapse of time or both would constitute an event of default under the Agreement has occurred and is continuing;
2. That Lessee have not suffered a material adverse change in Lessee's financial condition since approval of the Agreement;
3. That Lessee is not subject to or threatened with any court or administrative proceeding which if determined adversely would have a material adverse effect on Lessee's business operations; and that the base term payments under the Agreement are due (or projected if not yet scheduled) as follows: 19 payments of \$49,319.73 (plus any applicable tax) followed by 1 payment(s) of \$32,879.82 (plus any applicable tax) as provided in the Agreement.

Accepted and agreed to on this 16th day of August, 2013

ACKNOWLEDGED AND AGREED BY ASSIGNOR

Balboa Capital Corporation

"LESSEE"

Americorp Xpress Carriers, LLC

By: [Signature]

Print Name: Jeanette Hylch

Title: VP

By: [Signature]

Printed Name: Frank Flores

Title: Managing Member

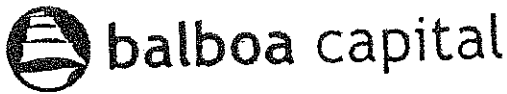
"GUARANTOR"

By: [Signature]

Print Name : Frank Flores

Title: Managing Member

EXHIBIT E



Guaranty

In consideration of Balboa Capital Corporation ("Lessor") entering into any Master Lease Agreement, Lease Schedule, or other financial transaction of any kind whatsoever, now or hereafter made with _____ ("Lessee"), the

Americorp Xpress Carriers, LLC
 undersigned unconditionally guarantees to Lessor, its successors and assigns, the prompt payment, observance, and performance when due of all obligations of Lessee under all Master Lease Agreements, Lease Schedules, financial transactions, and all other agreements related thereto (collectively, "Guaranteed Obligations"), regardless of any invalidity or unenforceability thereof. Capitalized terms not otherwise defined have the meanings specified in the Master Lease Agreement between Lessee and Lessor. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned under this Guaranty. The undersigned agrees to pay to Lessor all attorneys' fees and expenses incurred by Lessor by reason of any default by the Lessee under any agreement relating to Guaranteed Obligations and/or to enforce its rights against the undersigned under the terms of this Guaranty.

The undersigned waives any claim or other right which the undersigned might now have or hereafter acquire against the Lessee or any person that is primarily or contingently liable on the obligations guaranteed hereby or that arise from the existence or performance of the undersigned's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim or remedy of Lessor against the Lessee or any collateral security therefor which Lessor now has or hereafter acquires, whether or not such claim, remedy, or right arises in equity, or under contract, statute, or common law.

The undersigned waives notice of acceptance hereof and all other notices or demands of any kind to which it may be entitled and consents that Lessor may, without affecting the undersigned's liability under this Guaranty, compromise or release, in terms satisfactory to it or by operation of law or otherwise, any rights against Lessee and other obligors and guarantors; grant extensions of time of payment to Lessee; and to the transfer, sale or any other disposition of the Equipment and the Master Lease Agreements and Lease Schedules.

Upon any default by the Lessee in the payment and performance of its obligations under any Master Lease Agreements and Lease Schedules with Lessor, the liabilities and obligations of the undersigned hereunder shall, at the option of Lessor, become forthwith due and payable to Lessor without demand or notice of any nature, all of which are expressly waived by the undersigned.

This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of the undersigned, and may be enforced by or for the benefit of any assignee or successor of Lessor to the same extent as Lessor may, itself, enforce it. The undersigned hereby consents and submits to the jurisdiction of the respective courts pursuant to the terms of the Master Lease Agreement for enforcement of this Guaranty.

The liability of the undersigned hereunder is direct and unconditional. If there is more than one undersigned, then the liability of the undersigned hereunder shall be joint and several. This Guaranty may be terminated by the undersigned upon sixty (60) days prior written notice to Lessor via certified mail, and such termination shall be effective only as to Master Lease Agreements having their inception after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of Master Lease Agreements having their inception prior to such date.

This Guaranty is executed as an instrument under seal, and all acts and transactions hereunder, and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of California. The undersigned hereby expressly waives the right to a trial by jury.

IN WITNESS WHEREOF, each Guarantor has executed this Guaranty or has caused this Guaranty to be executed on its behalf by an officer or other person thereunto duly authorized on 08/05/13.

<input checked="" type="checkbox"/> <u>Frank Flores</u>	
Personal Guarantor (no title)	
Frank Flores	08/05/13
Name	Date
2624 E Alberts Rd	
Home Street	Edinburg TX 78539
Address/City/State/Zip	
462-57-5888	(956) 571-6002
Social Security Number	Phone #

EXHIBIT F

Frank Flores III
Statement of Financial Condition
As of April - 2013

Assets

CD- First National Bank	\$107,100	
CD- Lone Star National Bank	85,819	
CD - Texas Community Bank	98,854	
Cash - Checking (First National Bank)	218,379	
		\$507,952

Fixed Assets

	Autos		
	2004 Peterbilt Car Hauler	\$175,000	
	2007 Dodge 3500 Diesel 4X4 Laramie Truck	40,000	
	2004 Ford F150 Lariat Super Crew Truck	15,000	
	2004 Iron Horse Lonestar Chopper	30,000	
	2002 Harley V Rod	12,000	
	2010 Ford F-150	35,000	
	2009 Mercedes Benz	75,000	
Other Assets	2000 Caterpillar Forklift	20,000	
	1989 Hyster Forklift	15,000	
	Machinery and Tools	75,000	
	2000 Take 3 Trailer Car Hauler	7,500	
	Furniture	10,000	
	Total Fixed Assets		\$509,500

Other Assets

Land & Building (5201 N. Veterans Rd)	\$	1,200,000.00	
2724 E Alberta Edinburg, TX 78539 (Homestead)	\$	225,000.00	
6 Acre Tract Los Venados	\$	100,000.00	
5200 N Veterans RD (1/2 Acre Home)	\$	185,000.00	
Americorp Xpress Carriers, LLC (100% Owner)	\$	1,068,947	
Total Other Assets			\$ 2,778,946.75

Total Assets **\$3,796,398.80**

Liabilities

LNB - (2007 Dodge 3500 4X4 Diesel Truck)		\$10,868	
Ford Credit (2010 Ford F-150)		\$28,000	
FNB - (Cons Loan)		\$22,969	
Total Long Term Liabilities			\$61,836

Total Liabilities **\$61,836**

Net Worth **\$3,734,562.65**

Total Liabilities And Net Worth **\$3,796,398.80**

Frank Flores III

EXHIBIT G

United Leasing, Inc.

AMENDMENT TO LEASE AGREEMENT

This Amendment between United Leasing, Inc., ("Lessor") and Americorp Xpress Carriers, LLC ("Lessee") made on the 12th day of October, 2015.

WHEREAS, Lessor and Lessee are each parties to a Master Lease Agreement dated August 5, 2013, Lease Number 181487-001 (A/K/A 184670001) the ("Lease").

AND

WHEREAS, the parties involved desire to amend the Lease and Schedule as provided hereinafter:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lessor hereby consents to and does amend the terms of the Lease and Schedule as follows:

1. **SUBSEQUENT PAYMENTS.** Lessee agrees to pay the amount shown below beginning October 25, 2015 for the full term of this Lease, each and every month thereafter.

Term of Lease:	34 Months	
Total # of Payments:	34	
Total Capitalized Equipment Cost:	\$572,332.36	
Total Capitalized Sales Tax:	\$0.00	
Purchase Option at Lease Term:	\$1.00	
(a) Monthly Rent Payment		34 @ \$18,829.91
(b) Sales Tax		Capitalized in Payments
(c) other (describe) _____		\$0.00
TOTAL MONTHLY PAYMENT		34 @ \$18,829.91

2. **FULL FORCE.** The Lease shall remain in full force and effect except as amended hereby, and is in all respects hereby ratified and confirmed.
3. **INCORPORATION INTO LEASE.** This Amendment is intended to become, and has become, a part of the Lease and is subject to the terms and conditions of the Lease as if fully set out in the Lease.

Facsimile signatures shall be deemed original signatures for all purposes, provided that, upon request by any other party, the party returning a signature page via facsimile also transmit a hardcopy original of the signature page to the requesting party.

LESSEE:
Americorp Xpress Carriers, LLC

BY: [Signature]

PRINTED: FRANK FLORES III

TITLE: Managing Member

DATE: 10/13/2015

LESSOR:
United Leasing, Inc.

BY: [Signature]

PRINTED: Martha Ahlers

TITLE: Vice President, COO

DATE: 10.28.15

Acknowledged by Guarantors:

[Signature]

Signature: Frank Flores III

Date: 10.28.15