

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS**

| | |
|---|---|
| <p>In Re:</p> <p>Pro Resources I, LLC,</p> <p style="text-align: center;">Debtor.</p> | <p>Case No.: 16-44041-mxm</p> <p>Chapter 11</p> |
|---|---|

THIS FINAL STIPULATION AND AGREEMENT (the “Stipulation”) REGARDING DEBTOR’S EMERGENCY MOTION PURSUANT TO 11 U.S.C. §§ 363 AND/OR 364 FOR INTERIM AND FINAL ORDERS AUTHORIZING (I) DEBTOR-IN-POSSESSION FINANCING AND/OR (II) LIMITED USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION (the “Motion”) is entered into by and among Pro Resources I, LLC, the Debtor and Debtor-in-Possession (the “Debtor” or “DIP” or “Borrower”) in the above-captioned Chapter 11 case (the “Bankruptcy Case”) and Marquette Transportation Finance, LLC (“Marquette” or “Lender”). Accordingly, the Debtor and Lender stipulate as follows:¹

RECITALS:

1. On October 20, 2016 (the “Petition Date”), Debtor filed a voluntary petition for reorganization under Chapter 11 of Title 11 of the United States Code (the “Code”). The Debtor continues to operate its business as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Code. No trustee, examiner, or official committee has been appointed in any of the above-captioned Bankruptcy Case.
2. Debtor seeks to enter into a post-petition loan with Lender pursuant to an MTF Advance Plus Revolving Credit and Security Agreement and related documents (the “Loan Documents”). Copies of the Loan Documents are attached as **Exhibit A**.² The outstanding balance of the pre-petition loan balance was approximately \$550,458.42 (the “Pre-Petition Indebtedness”). The face value of the pre-petition accounts of the Debtor was approximately \$692,860.36.
1. Except for Permitted Liens (defined below), the Pre-Petition Indebtedness, was secured by security interests granted to Lender by the Debtor which were, paramount and valid liens upon and security interests in the following assets of the Debtor (the “Pre-Petition Collateral”):

¹ A summary of material terms of both cash use and debtor-in-possession financing as required by Federal Rule of Bankruptcy Procedure 4001 is set forth in the Motion.

² All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

- (a) “All present and future Accounts, all of Debtor’s other accounts; chattel paper, instruments, payment intangibles and deposit accounts; all as defined in the Uniform Commercial Code and all proceeds thereof, but specifically excluding: (i) any rolling stock consisting of tractors or trailers and the proceeds thereof, including but not limited to all lease payments for such equipment; and (ii) specifically excluding avoidance actions and other actions under Chapter 5 of the Bankruptcy Code and any proceeds or recoveries therefrom.
3. Certain parties have filed UCC Financing Statements of record against Debtor listing as collateral personal property, and proceeds thereof (which may include, *inter alia*, accounts, lease proceeds, contract rights and rights to money) and, as such, may claim to have an interest in Debtor’s cash collateral. A copy of the UCC search is attached as **Exhibit B**. These parties are being given notice of this Stipulation out of an abundance of caution, but nothing contained herein constitutes an admission of the extent, validity, or priority of any of the foregoing parties’ asserted security interests, liens, collateral positions, contracts or claims. Likewise, nothing contained herein is intended to interrupt the status, validity, priority or extent of the foregoing parties’ asserted security interests, liens, collateral positions, contracts or claims.
4. “Permitted Liens” shall mean liens held by third parties to the extent such liens were valid, perfected and non-avoidable liens having had priority over the Pre-Petition Liens as of the Petition Date. In addition, certain third parties may have liens which are junior to the interests of Lender (the “Junior Liens”).
5. The Debtor is seeking to incur debt by borrowing from Marquette post-petition, under the terms and conditions of the Loan Documents (the “Post-Petition Indebtedness”). Without the Post-Petition Indebtedness, the Debtor will not have the funds necessary to operate its business, maintain assets, or pay employees, payroll taxes, insurance, utilities, fuel suppliers and other vendors, overhead, lease expenses and other expenses required for the reorganization of the Debtor’s business and to maximize the value of the Debtor’s estate.
6. Pursuant to §§ 364(a), 364(b) and 364(d)(1) of the Code, Debtor has attempted, and is unable to obtain either unsecured credit or unsecured credit allowable under § 503(b)(1) of the Code as an administrative expense in the amounts and on as favorable terms as are being agreed to by Marquette.
7. In order to avoid immediate and irreparable harm to the Debtor’s estate that will occur if Post-Petition Indebtedness is not immediately approved, on an interim basis, the Debtor and Lender have entered into the Stipulation to the authorize the Post-Petition Indebtedness to pay for normal operating purposes, in exchange for the adequate protection set forth therein.
8. Lender has indicated a willingness to extend credit to Debtor, but only under the terms and conditions set forth in this Stipulation and the Loan Documents (the “Post-Petition

Indebtedness”). Debtor believes that, under the circumstances, the following terms and conditions are a fair and reasonable response to Debtor’s request for financial assistance.

9. Entry of an order authorizing Debtor to enter into the agreements contemplated by this Stipulation will minimize disruption of the Debtor as a “going concern,” will increase the possibilities for a successful reorganization, and, therefore, is in the best interests of the estate and its creditors. Debtor represents that no financing is available on terms and conditions more favorable than offered by Lender.
10. The financing arrangements pursuant to which Advances and other financial accommodations will be made and extended to the Debtor have been negotiated at arms-length and in “good faith” (within the meaning of § 364(e) of the Code) by and between Lender and the Debtor; accordingly, Lender, in making advances pursuant to this Stipulation, is entitled to the protection described in § 364(e) of the Code.
11. The Debtor and Lender desire the authorization of the Court to enter into the agreements contemplated by this Stipulation, and, therefore, further stipulate to the Court as follows:

AGREEMENT:

2. All of the Loan Documents are deemed and agreed to be, and shall be construed and considered to be, agreements by and among the Debtor and Lender with respect to the Post-Petition Indebtedness. To the extent not inconsistent with the terms of this Stipulation, the terms and conditions of the Loan Documents are incorporated herein and made a part hereof by this reference, are hereby ratified and approved, shall continue in full force and effect with respect to the Post-Petition Indebtedness and shall be deemed and held to be enforceable as against the Debtor. Accordingly, to the extent not inconsistent with this Stipulation, Debtor shall perform pursuant to, and comply with, the terms of the Loan Documents with respect to the Post-Petition Indebtedness and shall obtain financial accommodations from the Lender as Post-Petition Indebtedness in accordance with the terms and provisions of the Loan Documents. All Post-Petition Indebtedness and all other advances and other financial accommodations extended to Debtor by Lender shall be subject to the fee schedule, terms of payment, limitations and other terms and conditions set forth in the Loan Documents, except as expressly modified hereby.
3. Debtor may request Advances and seek other financial accommodations from Lender on the terms set forth herein. Lender shall be permitted, in Lender's sole discretion, to make Advances to Debtor. Debtor is authorized to obtain loans and other financial accommodations from Lender in an amount up to 90% of the Qualified Receivables, Receivables assigned to Lender with each funding request; with such documentation to be satisfactory to Lender in its sole discretion.

4. To the extent of the Debtor's use of cash collateral, all Junior Lien holders with valid liens existing as of the Petition Date,³ shall be granted a replacement lien on the Post Petition Collateral (as defined below) to the extent of any diminution in the value of its claim as a result of Debtor's use of cash collateral. All liens granted to Junior Lien holders, shall at all times be subordinate to the liens and claims of Lender granted herein or the under the Pre-Petition Loan Documents.
5. No portion of the Post-Petition Indebtedness shall be used to fund fees or expenses incurred by any entity, including the Debtor and professionals retained by the Debtor, in: (1) preventing, hindering or delaying Lender's enforcement or realization upon any of the Post-Petition Collateral (as defined below) once a post-petition event of default has occurred, (2) incurring indebtedness without Lender's consent or by order of the Court, or (3) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of the Post-Petition Indebtedness or any liens or security interests with respect thereto or any other rights or interests of or in asserting any claims or causes of action, including, without limitation, any actions under Chapter 5 of the Code, against Lender. Nothing herein shall be construed as consent to the allowance of any fees, costs or expenses of the professionals retained by the Debtor or shall affect the right of Lender to object to the allowance and payment of such fees, costs or expenses.
6. Except for Permitted Liens, the liens and security interests granted to Lender by the Debtor hereunder shall constitute first, paramount and valid liens upon and security interests in the following assets of the Debtor (the "Post-Petition Collateral"):
 - (b) "All present and future Accounts, all of Debtor's other accounts; chattel paper, instruments, payment intangibles and deposit accounts; all as defined in the Uniform Commercial Code and all proceeds thereof, but specifically excluding:
 - (i) any rolling stock consisting of tractors or trailers and the proceeds thereof, including but not limited to all lease payments for such equipment; and (ii) specifically excluding avoidance actions and other actions under Chapter 5 of the Bankruptcy Code and any proceeds or recoveries therefrom.
7. Except for Permitted Liens, Lender shall be granted a first priority senior lien on all of Debtor's Post-Petition Collateral. Except for Permitted Liens, the liens granted to Lender on the Post-Petition Collateral be senior to any lien on the Post-Petition Collateral held by any other creditor pursuant to 11 U.S.C. § 364(d)(1). Nothing contained in this Section shall be

³ Nothing contained in this Stipulation constitutes an admission or waiver of any fact, claim, or defense related to the Junior Liens or the claims or security interests any such lenders assert against property of the estate, or the nature, extent, validity, or priority of such lenders' asserted security interests, or any other matter with respect to the lenders mentioned herein, other than Lender. This Stipulation is not intended to interrupt, extend or elevate post-petition any prepetition liens asserted as of the Petition Date. Likewise, failure to list or mention any purported lessor herein, does not constitute an admission that any lease between the Debtor and a third party lessor is a true lease and not a disguised financing arrangement. This Stipulation is not intended to interrupt, extend or elevate post-petition any prepetition liens asserted as of the Petition Date.

deemed to grant to Lender a lien on any titled tractor or trailers owned or leased by the Debtor and subject to the interests of any other secured party, including but not limited to all proceeds of such equipment and all lease payments for such equipment.

8. Upon entry of an Order approving the terms of this Agreement, in consideration for Lender's performance hereunder, the surcharge provisions of § 506(c) of the Code and the enhancement of collateral provisions of § 552 of the Code shall not be imposed upon Lender or its collateral, unless prior to incurring the cost or expense Lender provides written waiver for the cost or expense, or prior to incurring the expense the Debtor obtains a separate order permitting the cost or expense to be used as a surcharge against Lender or its collateral and payment pursuant to order of the Bankruptcy Court. Notwithstanding the foregoing, Lender shall not object to the DIP funding \$10,000 each month, up to an aggregate amount of \$75,000 for professional fees for DIP's counsel, any statutory committee appointed in this case and for fees to pay the quarterly payments due to the United States Trustee (the "Professional Fee Carve Out"). Upon DIP actually funding the Professional Fee Carve Out, Lender shall waive any claim or interest in the Professional Fee Carve Out whether arising by way of Lender's liens, administrative expense claims or otherwise, provided however, until Lender has been paid in full, no portion of the Professional Fee Carve Out may be used in connection with claims or actions adverse to the Lender or the Lender's interests in the Post-Petition collateral, or any of the rights granted to the Lender pursuant to this Agreement, including, without limitation; (i) any action at any time, whether before or after the termination of this Agreement, to challenge the extent, validity, priority, enforceability or perfection of the Lender's liens against the Debtor or DIP; or (ii) any attempt to take any action which would be an Event of Default hereunder.
9. Upon entry of an Order authorizing Debtor to enter into the agreement set forth in this Stipulation, the security interests and liens granted to Lender on the Accounts by virtue of this agreement shall be deemed to be first, valid and perfected as against all third parties, without regard to applicable federal, state or local filing and recording statutes, nunc pro tunc as of the Petition Date and without further action of any party, including Lender; provided, that Lender may, but need not, take such steps as it deems desirable and applicable to comply with such statutes, and all financing statements which are filed listing Debtor as "debtor" and Lender as "secured party," and all liens and security interests in favor of Lender, shall be deemed to have been filed and the security interests and liens evidenced thereby shall be deemed perfected nunc pro tunc as of the time and date of the filing of the Debtor's voluntary petition.
10. All Post-Petition Indebtedness owing by Debtor to Lender and the liens and security interests of Lender in the Post-Petition Collateral, shall at all times be senior to the rights of Debtor in this proceeding under the Code, except for the amounts funded for the Professional Fee Carve Out, and shall have priority in all respects under the provisions of §§ 364(c)(1), 364(c)(2) and 364(d)(1) of the Code over all administrative expenses incurred in these Chapter 11 reorganization proceedings of the kind specified in §§ 503(b) or 507(b) of the Code whether incurred or arising prior or subsequent to the Petition Date, the entry of an

Order authorizing Debtor to enter into this Stipulation or a conversion of this case pursuant to § 1112 of the Code or in any other proceeding related hereto, and whether incurred pursuant to § 726(b) of the Code or otherwise. No costs or expenses of administration shall be imposed against Lender, its claims or the Post-Petition Collateral.

11. The proceeds of the Pre-Petition Collateral consisting of Accounts, shall be used to pay the Pre-Petition Indebtedness. Upon payment in full of the Pre-Petition Indebtedness the remaining Pre-Petition Accounts consisting of Accounts shall be used to pay the Post-Petition Indebtedness. No portion of the Post-Petition Collateral shall be used to pay the Pre-Petition Indebtedness.
12. If, in the course of this reorganization proceeding, and contrary to the above provisions, this Court grants liens or security interests to others pursuant to § 364(d) or any other provision of the Code, which liens or security interests are senior or equal to the liens or security interests of Lender described above, then any proceeds of extensions of credit secured by such senior or equal liens or security interests shall be applied to the Post-Petition Indebtedness of Debtor to Lender, including all attorneys' fees, costs and expenses, and Lender shall retain all liens and security interests held by it until all of the Post-Petition Indebtedness is paid in full, unless the consent of Lender is obtained.
13. Debtor shall submit a rolling 13 week cash flow Budget to Lender for approval on the twentieth day of every month during the term of this Stipulation or at such other interval as the Lender may agree. Lender shall have until the thirtieth (30th) day of each month to provide Debtor with written objection to any 4 week aggregate line item total contained in the Budget. If no objection is lodged, Lender shall be deemed to have consented to the payment of items set forth in the Budget for the next 4 week period. If an objection is lodged by Lender, Debtor shall not be permitted to pay the line item objected to until the Lender and the Debtor resolve the issue or upon further order of the Court.
14. Debtor shall use the proceeds of the Post-Petition Indebtedness only for payment of such expenses set forth in the Budgets to be provided above and up to 10% in excess of any line item for that month on a rolling 4 week basis. Payment by Debtor of expenses other than those specifically set forth in the Budgets (within the variance described above), other than U.S. Trustee fees or expenses and any other expenses approved by the Court that are outside of the Budget, including the fees or expenses of the Debtor's retained professionals, shall constitute a Default unless Lender consents to those changes in writing. Any Budget submitted by the Debtor shall not be an admission of liability or constitute the waiver of any fact, claim, or defense of the Debtor nor shall it limit the particular recipients of any expenditure. In accepting the Budgets and by taking any other actions pursuant to this Stipulation, Lender shall not have any liability to any third party and shall not be deemed to be in control of the operations of Debtor or to be acting as a "responsible person" with respect to the operation or management of Debtor.
15. Debtor may, without further order of the Court, be directed by Lender to, or Lender may

directly, instruct all account debtor of existing and future accounts to make payments directly to Lender or such lock box or depository account as Lender may designate, and, as hereinabove provided, such proceeds shall be available for application by Lender against the Post-Petition Indebtedness of Debtor to Lender. In the event Debtor at any time receives any payments from the sale or disposition of proceeds of Accounts, such payments and/or proceeds shall be immediately remitted to Lender.

16. Agreements by Lender to extend credit to Debtor, and by Debtor to seek financial accommodations from Lender contained herein or in any Post-Petition Document or arising pursuant hereto or otherwise may be terminated by Lender, for cause, at any time upon five (5) days notice to Debtor c/o their counsel, and by Lender, without cause, at any time upon thirty (30) days notice to Debtor c/o their counsel. The Debtor may terminate, without cause, at any time upon thirty (30) days notice to Lender c/o its counsel. Upon termination by either party, the Post-Petition Indebtedness, including all accrued and accruing costs and expenses, shall then be immediately due and payable; provided, however, that the obligations and rights of Lender and Debtor with respect to all transactions which have occurred prior to such termination, including without limitation Debtor's obligation to remit, and Lender's right to receive and apply, Cash Proceeds, shall remain unimpaired and unaffected by any such termination and shall survive such termination; and provided further that upon such termination Lender shall be deemed to have retained all of its respective rights and remedies under the Code. The Post-Petition Documents shall automatically be deemed terminated and the Post-Petition Indebtedness shall become immediately due and payable upon termination of this Stipulation or a conversion of this cause under § 1112 of the Code. If a plan of reorganization is confirmed pursuant to Title 11, then that confirmed plan shall govern the treatment of the liens, payments and other issues embodied in this Stipulation. Exercising any default remedies hereunder shall require an order lifting the automatic stay.
17. Any one or more of the following shall constitute an event of default entitling Lender to terminate this Stipulation for cause: (a) Debtor commits any Event of Default under the Loan Documents, which are limited to:
 - (i) default in the payment of any interest on the Post-Petition Indebtedness when it becomes due and payable or default in payment of the principal of the Post-Petition Indebtedness when it becomes due and payable;
 - (ii) any representation or warranty made by the Debtor in this Agreement or by the Borrower (or any of its officers) in any certificate, instrument, or statement contemplated by or made or delivered pursuant to or in connection with this Agreement, shall prove to have been incorrect in any material respect when made;
 - (iii) default in the performance, or breach, of any covenant or agreement of the Borrower in this Agreement;
 - (iv) the failure to remit to Lender any payments for any accounts received by

Borrower;

(vi) any attempts by Borrower, other than as specifically requested by Lender, to collect accounts from account debtors;

(vii) the filing of any local, state, or federal tax lien against any of the Debtor; and

(viii) conversion of the Bankruptcy Case to a Chapter 7 proceeding.

18. The Debtor shall without further order of this Court, reimburse Lender for all filing and recording fees and the reasonable attorneys' fees incurred by Lender in connection with the Post-Petition Indebtedness and the handling of the Bankruptcy Case and all matters related thereto on a provisional basis. Subject to Lender's discretion, the reimbursement contemplated hereby may be made by Lender's deducting such amounts from collections or by Lender's adding such amounts to the Post-Petition Indebtedness. Lender, however, shall provide Debtor's counsel with copies of the invoices sent by Lender's counsel to Lender (edited to delete any attorney-client or other confidential information) with respect to the attorneys' fees and related costs and expenses described in this Paragraph. The provisions of this Paragraph shall be without prejudice to the rights of any party with the requisite standing, including but not limited to the Debtor, any official committee, and the U.S. Trustee, to object to the reasonableness of any such fees, costs and expenses; provided, however, that any party so objecting shall file and serve upon Lender an objection describing with particularity the items or categories of fees, costs and expenses that are the subject of the objection and providing the specific basis of the objection to each such item or category of fees, costs and expenses; and provided, further, that unless a party with the requisite standing files and serve its respective objection within thirty (30) days of receiving its copy of such invoice, then the objection of such party failing to so file and serve its objection to the fees and expenses set forth on each such invoice shall be forever waived and barred. Any hearing on objections to the fees and expenses of Lender set forth on any invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs and expenses which are the subject of such objections.
19. The signature of the officers of the Debtor or any other persons authorized by the corporate resolutions, whether by letter to Lender or appearing on any one or more of the Post-Petition Documents, shall bind the Debtor nunc pro tunc as of the date of the filing of the Petition.
20. Debtor hereby is required to deliver to Lender such financial and other information concerning the business, collateral and affairs of Debtor as required pursuant to the Loan Documents and as Lender shall reasonably request from time to time hereafter.
21. This Stipulation is further subject to the delivery to Lender of evidence, satisfactory to Lender's counsel, that the Post-Petition Collateral is insured for the full replacement value thereof.

22. The provisions of this Stipulation shall be binding upon and inure to the benefit of Lender, Debtor and their respective successors and assigns, including, but not limited to, any Chapter 7 or Chapter 11 Trustee hereinafter appointed as a representative of the estate herein.
23. This Stipulation shall continue until the earlier of confirmation of a plan of reorganization, conversion of this case to a Chapter 7 proceeding, or termination by Lender or Debtor as provided above.
24. To the extent there exists any conflict between the Stipulation, Post-Petition Documents or the Motion or any other agreements, this Stipulation shall govern.
25. Notice shall be served within twenty-four hours of entry of an order authorizing Debtor to enter into this Stipulation, by mailing copies of this Stipulation, (excluding Exhibits attached hereto), and the Order authorizing Debtor to enter into this Stipulation, to Lender, all secured creditors, the twenty largest unsecured creditors for each Joint Debtor, the U.S. Trustee, the Internal Revenue Service, and all other creditors who have filed requests to receive notice. If, after the entry of an interim order authorizing Debtor to enter into this agreement, any or all of the provisions of this agreement are modified, vacated or stayed by subsequent order of this or any other Court, such modification, vacation or stay shall not affect the validity of (a) any indebtedness to Lender incurred pursuant to this Stipulation prior to the effective date of such modification, vacation or stay, or (b) the validity and enforceability of any security interest or lien or priority granted hereby with respect to the Post-Petition Indebtedness. Moreover, notwithstanding such modification, vacation or stay, any advances of funds, guarantees of letters of credit, use of cash collateral or financial accommodations made pursuant to this Stipulation by Lender prior to the effective date of such modification, vacation or stay, to or for the benefit of Debtor shall be governed in all respects by the original provisions of this agreement and Lender shall be entitled to all the rights, privileges and benefits, including without limitation the security interests, liens and priorities granted herein, with respect to all such advances.

Dated this 20th day of October, 2016.

By: **Pro Resources 1, LLC**



Doug Owens, President


Date: 10-20-2016

And

By: **Marquette Transportation Finance, LLC**

Its: _____
Date: _____

Consented and Approved as
to form and substance:


Charles B. Hendricks
Jordan M. Lewis
CAVAZOS, HENDRICKS, POIROT &
SMITHAM, P.C.
900 Jackson, Suite 570
Dallas, TX 75202
214-573-7302
Counsel for Pro Resources I, LLC

Consented and Approved as
to form and substance:

Thomas J. Lallier (#163041)
Cameron A. Lallier (#393213)
FOLEY & MANSFIELD, P.L.L.P.
250 Marquette Avenue, Suite 1200
Minneapolis, MN 55401
Telephone: (612) 338-8788
Counsel for Marquette Transportation
Finance, LLC

**MTF ADVANCE PLUS
REVOLVING CREDIT AND SECURITY AGREEMENT**

Dated as of August 10, 2015

This MTF Advance Plus Revolving Credit and Security Agreement (the "Agreement") is entered by and between Pro Resources I, LLC (the "Borrower"), and Marquette Transportation Finance, LLC ("Lender").

ARTICLE I
Definitions

Section 1.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular; and
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.
- (c) "Account" shall mean all of Borrower's freight bills, broker bills and other accounts, however created or evidenced arising from the rendition of services by Borrower together with all contract rights, instruments, documents, chattel paper, notes, drafts and other forms of obligations owing to Borrower related to or evidencing any such Account.
- (d) "Advance" means an advance by Lender to the Borrower pursuant to Article II.
- (e) "Borrowing Base" shall mean ninety percent (90%) of all Qualified Receivables.
- (f) "Collateral" shall mean all present and future Accounts, all of Borrower's other accounts; chattel paper, instruments, payment intangibles, general intangibles, and documents whether or not considered an Account under the terms of this Agreement; all assets including, without limitation, records, inventory, equipment of every kind and description (other than rolling stock consisting of titled tractors and trailers of Borrower); furniture and fixtures; deposit accounts; money; investment property; letters of credit; notes; tax refunds and insurance proceeds, all as defined in the Uniform Commercial Code and all proceeds thereof.
- (g) "Commencement Date" shall mean the date of the first Advance to Borrower under this Agreement.
- (h) "Event of Default" has the meaning specified in Section 7.01.

- (i) "Guaranty" means the joint and several (if more than one) guaranty dated of even date herewith of Doug Owens and Pro Resources One LLC (hereinafter collectively, if more than one, referred to as "Guarantor"), pursuant to which Guarantor guarantees payment to Lender of the amounts payable by the Borrower to Lender pursuant to this Agreement.
- (j) "Maximum Advance" shall mean Five Hundred Thousand Dollars and No Cents (\$500,000.00).
- (k) "Net Worth" means the aggregate of capital and surplus of the Borrower, all determined in accordance with generally accepted accounting principles.
- (l) "Obligations" shall mean and refer to all of Borrower's obligations under this Agreement as well as all loans from time to time made by Lender to Borrower or any affiliate and to others at the request of or for the account of or for the benefit of Borrower or any affiliate, all other debts, extensions of credit, liabilities and obligations of Borrower or any affiliate to Lender outstanding at any time, of every kind and description (whether or not evidenced by a note or other instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, joint or several, primary or secondary, due or to become due, now existing or hereafter arising, including, without limiting the generality of the foregoing, any liability of Borrower to Lender or any Affiliate as a guarantor of indebtedness or liabilities of others and all interest, fees, charges and expenses payable by Borrower hereunder, or any supplement or amendment hereto or any other agreement between Borrower or Lender or any Affiliate or any instrument evidencing any of the foregoing.
- (m) "Prime Rate" shall mean the highest of the Prime Rates published in the Money Rates section of The Wall Street Journal as the base rate on corporate loans. In the event the Prime Rate as published in The Wall Street Journal ceases to exist or The Wall Street Journal ceases publishing a Prime Rate, the holder hereof will substitute a comparable index which is outside the control of the holder. In the event of an error by The Wall Street Journal, the "Prime Rate" will be based upon the Prime Rate as corrected.
- (n) "Qualified Receivable" shall have the meaning set forth in Section 2.08 hereof.
- (o) "Revolving Loan" shall mean the full amount of all Obligations owing to Lender.

ARTICLE II

Amount and Terms of the Revolving Loans

Section 2.01 Revolving Loans. Lender agrees, in its sole discretion, on the terms and subject to the conditions hereinafter set forth, to make Advances to the Borrower from time to time commencing on the date hereof and continuing for a period of two years, or the earlier date

of termination in whole of the Revolving Loan as provided herein, in an aggregate amount the lesser of the (i) Borrowing Base or (ii) the Maximum Advance. Each Advance shall be in the amount of \$1,000.00 or an integral multiple thereof. The Borrower may borrow, prepay subject to the restrictions set forth in Section 8.05, and re-borrow under this Section. This Agreement shall automatically renew each year for an additional one-year period, unless terminated by Lender as provided herein. Borrower shall have the right to terminate this Agreement by providing Lender written notice of its intent to terminate the Agreement sixty (60) days prior to the renewal term of Commencement Date or sixty (60) days prior to each subsequent renewal term of the Commencement Date. Any Advances made by Lender after the date of expiration of the Revolving Loan or any Advance in excess of the Maximum Advance shall be subject to all of the terms and conditions of this Agreement.

Section 2.02 Grant of Security Interest. To secure the payment and performance of each and every Obligation of every type and description which Borrower may now or at any time hereafter owe to Lender, including, but not limited to, its Obligations hereunder, Borrower hereby grants Lender a security interest in the Collateral. Borrower authorizes Lender to record any UCC-1 financing Statements, continuation statements and other instruments which Lender determines are necessary or appropriate to perfect its security interests. Until all Obligations have been fully paid and performed, whether or not this Agreement has been terminated as hereinafter provided, Lender shall have and retain its security interest and lien in and assignment of all Collateral, whether or not any of such Collateral is deemed by Lender to be eligible for loan purposes.

Section 2.03 Making the Revolving Loans. Each Advance shall be made on at least one (1) business day's prior notice from the Borrower to Lender by telephonic request or in writing by any person purporting to be authorized to request Advances on behalf of the Borrower, which request shall specify the date of the requested Advance and the amount thereof; provided that Lender shall use its best efforts to make the requested Advance on the date such request is made provided that Lender receives the written request prior to 11:00 a.m. Central Time (Standard or Daylight as applicable) on any business day. Upon fulfillment of the applicable conditions set forth in Article III, Lender may disburse the amount of the requested Advance in such manner as Lender and the Borrower may from time to time agree. Any request for an Advance, whether written or telephonic, shall be deemed to be a representation that the statements set forth in Section 3.02 are correct.

Section 2.04 Termination or Reduction of the Revolving Loan.

- (a) The Borrower shall have the right at any time and from time to time upon three (3) business day's prior notice to Lender to permanently to terminate the Revolving Loan, subject to Section 8.05 herein.
- (b) Lender may, at any time, with or without cause, and regardless of whether Borrower is in default hereunder, terminate this Agreement and its Revolving Loan to advance funds hereunder upon thirty (30) days written notice to Borrower. This provision shall not be construed to limit or affect Lender's right to

terminate this Agreement and the Revolving Loan immediately in the event of a default, or to otherwise exercise its rights and remedies under Section 7.02 hereof.

Section 2.05 Computation of Interest and Payment of Interest. Borrower promises to pay Lender, at its office in Minnesota or at such other place as may be designated from time to time by the holder hereof, on demand in lawful money of the United States of America, the principal sum of Five Hundred Thousand Dollars (\$500,000.00) or so much thereof as has been Advanced and remains unpaid at maturity, together with interest as calculated herein commencing on the date hereof until all of Borrower's Obligations are fully paid. Until all Obligations of Borrower to Marquette are fully paid and performed, Borrower shall pay to Marquette monthly, in arrears, on the first day of each calendar month, accrued and unpaid interest at a rate which shall be equal to the lesser of (i) the sum of the Prime Rate plus three and one-quarter percent (3.25%) or (ii) the Highest rate of interest permitted by applicable state or federal law in effect from time to time in the Applicable Jurisdiction for loans to borrowers of the type, in the amount, for the purpose and otherwise of the kind herein contemplated (hereinafter "Highest Legal Rate").

In no event shall Borrower be obligated to pay interest at any rate exceeding such Highest Legal Rate and all agreements, conditions or stipulations, if any, which may in any event or contingency whatsoever operate to bind, obligate or compel Borrower to pay a rate of interest exceeding the Highest Legal Rate, shall be without binding force or effect, at law or in equity, to the extent only of the excess of interest determined to be at a rate over such Highest Legal Rate. In the event any interest is contracted for, charged or received at any rate in excess of the Highest Legal Rate ("Excess"), Borrower acknowledges and stipulates that any such contract, charge, or receipt shall be the result of an accident and bona fide error, and that any Excess received by Marquette shall be applied, first, to reduce the principal then unpaid hereunder; second, to reduce the other Obligations; and third, returned to Borrower, it being the intention of the parties hereto not to enter at any time into a usurious or otherwise illegal relationship. Borrower recognizes that, with fluctuations in the Prime Rate or the Highest Legal Rate, such a result could inadvertently occur. By the execution of this Agreement, Borrower covenants that (i) the credit or return of any Excess shall constitute the acceptance by Borrower of such Excess, and (ii) Borrower shall not seek or pursue any other remedy, legal or equitable, against Marquette based in whole or in part upon contracting for, charging or receiving of any interest in excess of the Highest authorized by applicable law. For the purpose of determining whether or not any Excess has been contracted for, charged or received by Marquette, all interest at any time contracted for, charged or received by Marquette in connection with this Agreement shall be amortized, prorated, allocated and spread in equal parts during the full stated term of this Agreement. If, as a result of any circumstances whatsoever, fulfillment of any provision hereof or of any related agreement, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by applicable usury law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. The interest rate shall be computed on the daily Loan Balance from the date accrued until the date of payment and calculated on the basis of a 360-day year for the actual number of days elapsed.

The rate of interest payable hereunder shall not be less than the lesser of (i) Highest Legal Rate or (ii) six and one half percent (6.50%) per annum. Upon the occurrence of an Event of Default, the interest rate shall increase to the lesser of the Highest Legal Rate or Prime Rate, plus an additional three percent (3%) in excess of three and one quarter percent (3.25%). The Borrower acknowledges that the Prime Rate is not necessarily the lowest rate used or the lowest rate made available to customers by the Lender. Each change in the interest rate herein shall become effective on the day the corresponding change in the Prime Rate becomes effective. The undersigned acknowledges that Lender makes no representation that such prime rate is the lowest or best rate offered by Lender. In the event said bank shall no longer announce a prime rate, Lender shall select a rate comparable to said prime rate to be used in lieu thereof.

Section 2.06 Payment. All payments of principal and interest under the Revolving Loan hereunder shall be made to Lender in immediately available funds. Borrower agrees that the amount shown on the books and records of Lender as being the aggregate amount of Advances outstanding on the Revolving Loan shall be prima facie evidence of the principal amount of the Revolving Loan then outstanding.

Borrower will direct each of its account debtors to make payments due under the relevant Account or chattel paper directly to Lender, and shall immediately turn over to Lender any proceeds of such receivables, bills or Accounts collected by Borrower. Borrower hereby authorizes and directs Lender to deposit into a special collateral account to be established and maintained in Lender's name all checks, drafts and cash payments received from Borrower's account debtors. All deposits in said collateral account shall constitute proceeds of Collateral until credited against Borrower's obligations hereunder. Borrower shall immediately turn over to Lender any payments received by Borrower from account debtors. Payments received by Lender prior to 12:00 noon central time (Standard or Daylight as applicable) on each business day shall be applied against Borrower's obligations hereunder two (2) business days after receipt by Lender; until such application, the Account so paid shall continue to be included in the Borrowing Base. If any collection item, the amount of which has been credited against the Revolving Loan indebtedness, is subsequently dishonored or otherwise returned unpaid to Lender, Lender may debit Borrower's loan account for such amount, including any charges for dishonored items, retroactively to the date that the amount was credited against Borrower's obligations.

Section 2.07 Payment on Non-Business Days. Whenever any payment to be made hereunder or under the Revolving Loan shall be stated to be due on a Saturday, Sunday or a holiday for Lender under the laws of the State of Minnesota, such payment may be made on the next succeeding Lender business day, and such extension of time shall in such case be included in the computation of payment of interest on the Revolving Loan or the fees hereunder, as the case may be.

Section 2.08 Accounts. In order to qualify for inclusion in the Borrowing Base formulation, Accounts of the Borrower shall, at all times comply with the following criteria (Accounts so complying shall be referred to herein as "Qualified Receivables"):

- (a) The Account shall consist of a bona fide obligation arising out of shipments of goods in interstate or intrastate commerce;
- (b) The title of the Borrower to the Account is absolute and is not subject to any prior assignment, claim, lien or security interest;
- (c) The amount shown on the books of the Borrower and on a copy or schedule of any Accounts or statements delivered to Lender is owing to the Borrower, and no partial payment for which full credit has not been reflected has been made thereon by anyone;
- (d) The Account is not subject to any known: (i) claim of reduction, counterclaim, setoff, recoupment, or (ii) any claim for credits, allowances or adjustments by the account debtor because of damaged goods or unsatisfactory services, or for any other reason;
- (e) The Account is due and payable not more than thirty (30) days from the date of the invoice therefore;
- (f) The Account has not been outstanding more than ninety (90) days past the date of the original invoice (If twenty percent (20%) or more of the receivables of any customer of Borrower has been outstanding more than ninety (90) days past the date of the original invoice, the entire Account of such customer shall be deemed to be outstanding more than ninety (90) days past the date of the original invoice);
- (g) The Account does not arise out of a contract with, or order from an account debtor that, by its terms, forbids or makes the assignment of that Account to the Lender void or unenforceable;
- (h) The Borrower has not received any note, trade acceptance, draft or other instrument with respect to or in payment of the Account, or any chattel paper with respect to the goods giving rise to the Account, and, if any such instrument or chattel paper is received, the Borrower will immediately notify the Lender and, at Lender's request, endorse or assign and deliver the same to Lender;
- (i) Neither Borrower nor Lender has any notice of anything which might, in Lender's sole judgment, impair the credit standing of the account debtor;
- (j) The account debtor is not an affiliate of the Borrower;
- (k) Neither the Account nor the account debtor have been placed on Lender's non-purchase list;
- (l) In determining the Borrowing Base, all funds held by Borrower as advance deposits shall be deducted from the total amount of all Accounts.

Section 2.09 Collection of Accounts Receivable. Borrower authorizes Lender to collect, and otherwise service all Borrower's Accounts. All collection efforts shall be in Lender's sole discretion and nothing contained herein shall require Lender to process or collect any specific Account.

Section 2.10 Delivery of Accounts and Collection. The Borrower agrees to deliver to Lender at least once a week, all Accounts covering its shipments coming into its possession or to which it is a party for processing and collection under this Agreement. Lender shall invoice the obligors on the Accounts and direct them to remit payment on such invoices to Lender at Marquette Transportation Finance, LLC, 1600 West 82nd Street, Suite 250, Bloomington, MN, 55431 or such other location as may be directed by Lender, or its successors or assigns. Lender may also notify the account debtors that the Accounts have been assigned to Lender pursuant to this Agreement and direct the account debtor to pay and only pay Lender.

Section 2.11 Uncollectible Accounts. If, after ninety (90) days from the date of first assignment, any Accounts remain uncollected, the Borrower agrees that Lender shall be released from any obligation to make further collection efforts or in any way service or process such Accounts and that such Accounts may be returned to the Borrower as uncollectible; provided, however, that any Accounts returned to Borrower shall remain subject to Lender's security interest and Borrower shall remit any proceeds of such Accounts to Lender for application in accordance with this Agreement. As a part of its collection efforts, Lender is not required to institute legal proceedings on behalf of the Borrower to secure payment of the assigned Accounts.

Section 2.12 Payment Upon Demand. All loans made by Lender to Borrower pursuant to this Agreement and all other Obligations which do not have a specific time for payment shall be payable on demand at any time and for any reason whatsoever, or without a reason, irrespective of whether or not an Event of Default shall have occurred and whether or not a termination of this Agreement shall have occurred. Presentment or other demand for payment, notice of dishonor and protest are expressly waived.

Section 2.13 Appointments. The Borrower appoints Lender, its agents, successors and assigns, as the Borrower's attorney with power to: (i) endorse the Borrower's name on any checks, drafts, or other forms of payment or security that may come into Lender's possession, (ii) sign the Borrower's name on notices of assignment, financing statements, and amendments under the Uniform Commercial Code, on verifications of Accounts and on notices to debtors; (iii) receive, open, and dispose of all mail addressed to the Borrower at Lender's address; (iv) send requests for verification of Accounts to debtors; and (v) do all things necessary to carry out this Agreement. This power, being coupled with an interest, is irrevocable so long as any Account, or any obligation from the Borrower to Lender hereunder or under this Agreement remains unpaid. The Borrower ratifies and approves all acts of Lender, its agents, successors and assigns, undertaken pursuant to this section. Lender, its agents, successors and assign, will not be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law.

Section 2.14 Offset. Upon the termination of this Agreement and payment of all of the

Obligations in full to Lender, Lender may retain up to one hundred thousand dollars (\$100,000.00) from any monies then due from Lender to the Borrower for a period not to exceed one hundred twenty (120) days, as security for full payment of all the Borrower's Obligations, and all obligations, debts, claims or liabilities of any nature then owing, or thereafter found to be owing by the Borrower to Lender. The amount of all obligations, debts, claims, or liabilities shall then be deducted from any monies due the Borrower by Lender.

Section 2.15 Liability and Cargo Insurance. The Borrower agrees to maintain liability and cargo insurance with coverage satisfactory to Lender in its discretion, and to provide Lender with a certificate of insurance confirming said coverage on or before January 1 and July 1 of each year and within ten (10) days of any written request from Lender to the Borrower for such confirmation.

Section 2.16 Service Fees. The Borrower shall pay for services rendered by Lender hereunder in accordance with the Fee Schedule attached hereto as Exhibit A (the "Fee Schedule"). It is expressly understood that such charges may be increased or decreased by Lender or its President without notice and at any time and that such changes shall be and become a part of this Agreement as though set forth verbatim herein. In addition to such fees, Borrower shall promptly repay to Lender any actual costs incurred in the collection of Accounts which were not specifically provided for in the Fee Schedule.

ARTICLE III Conditions of Lending

Section 3.01 Conditions Precedent to the Initial Advance. The obligation of Lender to make its initial Advance on the Revolving Loan is subject to the condition precedent that Lender shall have received on or before the Commencement Date of the initial Advance all of the following, each dated (unless otherwise indicated) such day, in form and substance satisfactory to Lender:

- (a) This Agreement properly executed on behalf of the Borrower.
- (b) A certified copy of the resolutions of the Board of Directors, Partnership Agreements or Board of Governors, as applicable, of the Borrower evidencing approval of this Agreement and other matters contemplated hereby.
- (c) A signed copy of a certificate of the Secretary or an Assistant Secretary of the Borrower which shall certify the names of the officers, members or managing partners of the Borrower authorized to sign this Agreement and the other documents or certificates to be delivered pursuant to this Agreement by the Borrower or any of its officers, members or managing partners, together with the true signatures of such officers, members or managing partners. Lender may conclusively rely on such certificate until it shall receive a further certificate of the Secretary or Assistant Secretary of the Borrower canceling or amending the

prior certificate and submitting the signatures of the officers named in such further certificate.

- (d) A Certificate of Good Standing from the Secretary of State of Texas as to the Borrower and copies of the organizational documents and any Bylaws, member agreements or partnership agreements of the Borrower, certified by the Secretary or an Assistant Secretary of the Borrower as being true and correct copies thereof.
- (e) The Guaranty executed by Guarantor.
- (f) Borrower shall have paid a closing fee equal to Two Hundred and Fifty Dollars and No Cents (\$250.00).

Section 3.02 Conditions Precedent to All Advances. The obligation of Lender to make each Advance (including the initial Advance) shall be subject to the further conditions precedent that on the date of such Advance:

- (a) The representations and warranties contained in Article IV are correct on and as of the date of such Advance as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date;
- (b) No event has occurred and is continuing, or would result from such Advance, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both;
- (c) The Guaranty shall be in full force and effect;
- (d) Borrower shall have and retain a valid and current motor carrier's license and/or such other licenses or permits as are necessary to ship goods and operate its business.

ARTICLE IV Representations and Warranties

The Borrower represents and warrants to Lender as follows:

Section 4.01 Corporate Existence and Power. The Borrower is a limited liability company duly formed, validly existing and in good standing under the laws of Texas, and is duly licensed or qualified to transact business in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary. The Borrower has all requisite power and authority, corporate or otherwise, and has obtained all licenses and permits necessary to conduct its business, and to execute and deliver, and to perform all of its obligations under this Agreement.

Section 4.02 Validity of Accounts. Borrower warrants that all Qualified Receivables submitted by Borrower for Advances hereunder pursuant to Section 2.01 hereof shall be genuine

and in all respects what they purport to be, that Borrower has good and unencumbered title thereto; that Borrower has no knowledge of any facts impairing the worth or validity thereof; that the amounts set forth thereon are the true and correct amounts and that there are no offsets, counterclaims or deductions existing against the same. Lender may verify Accounts at any time, and Borrower shall assist Lender in so doing.

Section 4.03 Authorization of Borrowing; No Conflict as to Law or Agreements. The execution, delivery and performance by the Borrower of this Agreement and the borrowing from time to time hereunder have been duly authorized by all necessary corporate action and will not (i) require any consent or approval of the stockholders, members or partners of the Borrower, or any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to the Borrower or to the organizational documents and any bylaws, member agreements or partnership Agreements of the Borrower, (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected, or (iv) result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon or with respect to any of the properties now owned or hereafter acquired by the Borrower.

Section 4.04 Legal Agreements. This Agreement constitutes, when executed and delivered by the Borrower hereunder, a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with the respective terms.

Section 4.05 Subsidiaries. The Borrower has no subsidiaries.

Section 4.06 Financial Condition. The Borrower and Guarantor have heretofore furnished certain financial statements to Lender. Said financial statements fairly represent the financial condition of the Borrower and Guarantor as of the dates thereof and the results of Borrower's operations for the periods then ended, and were prepared in accordance with generally accepted accounting principles.

Section 4.07 Adverse Change. There has been no material adverse change in the business, properties or condition (financial or otherwise) of the Borrower or Guarantor since the date of the latest financial statement referred to in Section 4.06.

Section 4.08 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Borrower or Guarantor, threatened against or affecting the Borrower or the Guarantor or the properties of the Borrower or Guarantor before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to the Borrower or Guarantor, would have a material adverse effect on the financial condition, properties, or operations of the Borrower or Guarantor.

Section 4.09 Taxes. The Borrower has filed all federal, state and local tax returns which to the knowledge of the officers of the Borrower are required to be filed, and the Borrower has paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by it to the extent such taxes have become due.

Section 4.10 Titles and Liens. The Borrower and Guarantor have good title to each of the properties and assets assigned to Lender pursuant to this Agreement free and clear of all liens and encumbrances of any kind and nature whatsoever.

Section 4.11 Pension Program. No Reportable Event has occurred and is continuing with respect to any Plan.

Section 4.12 Other Security Interests. Except as disclosed to Lender in writing, there are no security interests or liens against the property covering the Collateral.

ARTICLE V
Affirmative Covenants of the Borrower

So long as the Revolving Loan shall remain unpaid or the Revolving Loan shall be outstanding, the Borrower will comply with the following requirements, unless Lender shall otherwise consent in writing:

Section 5.01 Financial Statements. In addition to the statements required pursuant to Section 5.03 below, the Borrower will deliver to Lender:

- (a) As soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year of the Borrower, balance sheets and statements of income and expenses, all in reasonable detail, and in form and substance satisfactory to Lender and prepared by an independent public accountant in accordance with generally accepted accounting principles;
- (b) As soon as available and in any event within one hundred twenty (120) days after the end of each calendar year, the personal financial statement of assets and liabilities of each Guarantor, in reasonable detail, and in form and content satisfactory to Lender, prepared by an independent public accountant in accordance with generally accepted accounting principles;
- (c) Immediately after the commencement thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting the Borrower or Guarantor of the type described in Section 4.07 or which seek a monetary recovery against the Borrower or Guarantor in excess of Five Thousand Dollars (\$5,000.00);
- (d) As promptly as practicable (but in any event not later than five (5) business days) after an officer of the Borrower obtains knowledge of the occurrence of any event

which constitutes an Event of Default or would constitute an Event of Default with the passage of time or the giving of notice, or both, notice of such occurrence, together with a detailed statement by a responsible officer of the Borrower of the steps being taken by the Borrower to cure the effect of such event;

- (e) Such other information respecting the financial condition and results of operations of the Borrower as Lender may from time to time reasonably request.

Section 5.02 Books and Records; Inspection and Examination. The Borrower will keep accurate books of record and accounts for itself in which true and complete entries will be made in accordance with generally accepted accounting principles consistently applied and, upon request of Lender, will give any representative of Lender access to, and permit such representative to examine, copy or make extracts from, any and all books, records and documents in its possession, to inspect any of its properties and to discuss its affairs, finances and accounts with any of its principal officers, all at such times during normal business hours and as often as Lender may reasonably request.

Section 5.03 Collateral Records and Statements. Borrower authorizes Lender to take all actions, in Lender's sole discretion, to collect Borrower's Accounts. Lender shall have access to all records of Borrower, and may turn over to any institution providing financing to Lender, statements and reports containing all reasonable information and reports required by such institution, including, among other things, a weekly accounts receivable aging and daily information regarding which receivables are Qualified Receivables and which receivables are not Qualified Receivables, a classification of Accounts according to age, identifying those which are current, those which are less than thirty (30) days past due, those which are more than thirty-one (31) but less than sixty (60) days past due and a reconciliation of such aging of Accounts. Borrower shall cooperate with Lender in compiling and providing such information.

Section 5.04 Compliance with Laws. The Borrower will comply with the requirements of applicable laws and regulations, the noncompliance with which would materially and adversely affect its business or its financial condition.

Section 5.05 Payment of Taxes and Other Claims. The Borrower will pay or discharge all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto and all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon any properties of the Borrower; provided, that the Borrower shall not be required to pay any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

Section 5.06 Insurance. The Borrower will obtain and maintain insurance with insurers believed by the Borrower to be responsible and reputable, in such amounts and against such risks as is usually carried by companies engaged in similar business and owning similar properties in the same general areas in which the Borrower operates, including without limitation liability and

cargo insurance, and shall provide Lender, upon Lender's request from time to time, with a certificate of insurance confirming the existence of such insurance.

Section 5.07 Preservation of Corporate Existence. The Borrower will preserve and maintain its existence as it is currently organized and all of its rights, privileges and franchises; provided, however, that the Borrower shall not be required to preserve any of its rights, privileges and franchises if its board of directors, partners or board of governors, as applicable, shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower and that the loss thereof is not disadvantageous in any material respect to Lender as a holder of this Agreement. Borrower shall promptly notify Lender in writing prior to any change in Borrower's name or current organizational structure.

ARTICLE VI

Negative Covenants

So long as the Revolving Loan shall remain unpaid or Lender shall have any Revolving Loan hereunder, the Borrower agrees that, without the prior written consent of Lender:

Section 6.01 Sale of Assets. The Borrower will not sell, lease, assign, transfer or otherwise dispose of all or a substantial part of its assets (whether in one transaction or in a series of transactions) to any other Person.

Section 6.02 Consolidation and Merger. The Borrower will not consolidate with or merge into any entity, or permit any other entity to merge into it, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all the assets of any other entity.

Section 6.03 Restrictions on Nature of Business. The Borrower will not engage in any line of business materially different from that presently engaged in by the Borrower.

Section 6.04 Ownership Transfers. No part of the legal, beneficial, or equitable ownership of Borrower shall be changed by sale, conveyance, transfer, assignment, or encumbrance without the prior written consent of Lender.

ARTICLE VII

Events of Default, Rights and Remedies

Section 7.01 Events of Default. "Events of Default," wherever used herein, means any one of the following events:

- (a) Default in the payment of any interest on the Revolving Loan when it becomes due and payable or default in payment of the principal of the Revolving Loan when it becomes due and payable;

- (b) Any representation or warranty made by the Borrower in this Agreement or by the Borrower (or any of its officers) in any certificate, instrument, or statement contemplated by or made or delivered pursuant to or in connection with this Agreement, shall prove to have been incorrect in any material respect when made;
- (c) Default in the performance, or breach, of any covenant or agreement of the Borrower in this Agreement, provided, however, Borrower shall have 30 days after written notice by Lender to cure any defaults relating to the financial covenants set forth in this Agreement;
- (d) The Borrower or any Guarantor shall be adjudicated a bankrupt or insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Borrower or any Guarantor shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower or any Guarantor and such appointment shall continue undischarged for a period of thirty (30) days; or a petition shall be filed by the Borrower or any Guarantor under the United States Bankruptcy Code naming the Borrower or any Guarantor as debtor thereunder or any such petition shall be filed against the Borrower or any Guarantor and shall remain pending for a period of thirty (30) days; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Borrower or any Guarantor and such judgment, writ, or similar process shall not be released, vacated, stayed or fully bonded within thirty (30) days after its issue or levy;
- (e) The rendering against the Borrower or any Guarantor of a final judgment, decree or order for the payment of money in excess of Ten Thousand Dollars (\$10,000.00) and the continuance of such judgment, decree or order unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (f) Any Guarantor shall sell, transfer, convey, assign or otherwise dispose of any of his/her or its shares of stock in the Borrower (whether in one transaction or a series of transactions and whether voluntarily or involuntarily);
- (g) Any lien or encumbrance shall be filed against Borrower, or any property given as Collateral pursuant to this Agreement;
- (h) The filing of any local, state or federal tax lien against Borrower;
- (i) The failure to remit to Lender any payments for any Accounts received by Borrower; and

- (j) Any attempts by Borrower, other than as specifically requested by Lender, to collect Accounts from account debtors.

Section 7.02 Rights and Remedies. Upon the occurrence of an Event of Default or at any time thereafter until such Event of Default is cured to the written satisfaction of Lender, Lender may exercise any or all of the following rights and remedies:

- (a) Lender may, by notice to the Borrower, declare the Revolving Loan to be terminated, whereupon the same shall forthwith terminate;
- (b) Lender may, by notice to the Borrower, declare the entire unpaid principal amount of the Revolving Loan then outstanding, all interest accrued and unpaid thereon, and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Revolving Loan, all such accrued interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower;
- (c) Lender may, without notice to the Borrower and without further action, apply any and all money owing by Lender to the Borrower to the payment of the principal amounts of the Revolving Loan then outstanding, including interest accrued thereon, and of all other sums then owing by the Borrower hereunder, all in such order as Lender shall determine; and
- (d) Lender may exercise and enforce its rights and remedies under this Agreement.

ARTICLE VIII Miscellaneous

Section 8.01 No Waiver; Cumulative Remedies. No failure or delay on the part of Lender in exercising any right, power or remedy hereunder or under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 8.02 Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement or consent by the Borrower to any departure therefrom shall be effective unless the same shall be in writing and signed by Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Section 8.03 Addresses for Notices, Etc. Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to the applicable party at its address indicated below:

If to the Borrower:
Pro Resources I, LLC
9401 North Freeway
Fort Worth, Texas 76177

If to Lender:
Marquette Transportation Finance, LLC
1600 West 82nd Street, Suite 250
Bloomington, MN, 55431

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall, when mailed, be effective when deposited in the mails, addressed as aforesaid, except that notices or requests to Lender pursuant to any of the provisions of Article II shall not be effective until received by Lender.

Section 8.04 Costs and Expenses. The Borrower agrees to pay on demand all costs and expenses of Lender in connection with the preparation of this Agreement and the other instruments and documents to be delivered hereunder and thereunder, including the reasonable fees and out-of-pocket expenses of counsel for Lender with respect thereto. The Borrower further agrees to pay on demand all out-of-pocket expenses of legal counsel retained by Lender in connection with the enforcement of this Agreement and the other instruments and documents to be delivered hereunder and thereunder. In the event any Lender personnel attend any proceeding in a court of competent jurisdiction, following an Event of Default hereunder, relating to enforcing any obligations of Borrower to Lender, Lender shall be entitled to a fee of Five Hundred Dollars (\$500.00) per day plus all out of pocket expenses such as airfare, meals and hotel accommodations for such personnel plus the reasonable fees and out-of-pocket expenses of counsel for Lender.

Section 8.05 Early Termination Fee. If for any reason this Agreement is terminated prior to the end of the then current term or renewal term of this Agreement, in view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of Lender's lost profits as a result thereof, Borrower agrees to pay Lender, upon the effective date of such termination, an early termination fee in the amount set forth below if such termination is effective in the period indicated:

| | <u>Amount</u> | <u>Period</u> |
|-----|-----------------------------|--|
| (i) | 3.0% of the Maximum Advance | from the date hereof to and including the first renewal term of the date hereof |
| (i) | 2.0% of the Maximum Advance | from the first renewal term of the date hereof to and including the second renewal |

term of the date hereof

- (iii) 1.0% of the Maximum Advance from the second renewal term of the date hereof to but not including the third renewal term of the date hereof or after the third renewal term of the date hereof to but not including the end of any renewal term

provided, that if all of the capital stock or substantially all of the assets of Borrower are sold in an arms' length transaction to a Person that is not an affiliate of Borrower prior to the second renewal term of the date hereof and in connection therewith either Borrower elects to prepay, or Lender requires the prepayment of the Advances the termination fee payable by Borrower in connection with such prepayment shall equal one percent (1%) of the Maximum Advance.

Such early termination fee shall be presumed to be the amount of damages sustained by Lender as a result of such early termination and Borrower agrees that it is reasonable under the circumstances currently existing. The early termination fee provided for in this Agreement shall be deemed included in the Advances.

Section 8.06 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement, as the case may be, taken together, shall constitute but one and the same instrument.

Section 8.07 Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the Borrower and Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or thereunder or any interest herein or therein without the prior written consent of Lender. Lender may assign its rights and obligations under this Agreement.

Section 8.08 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

Section 8.09 Jurisdiction. Borrower agrees that the state and federal courts sitting in the State of Minnesota shall have exclusive jurisdiction to hear and determine any claims or disputes between the Borrower and Lender pertaining directly or indirectly to this Agreement, the indebtedness evidenced hereby, or to any matter arising therefrom and Borrower hereby waives any objection to the inconvenient forum.

Section 8.10 Waiver of Trial by Jury. The Borrower and Lender each waives any right to a TRIAL BY JURY in any action to hear and determine any claims or disputes between Borrower and Lender pertaining directly or indirectly to this Agreement, the indebtedness

evidenced hereby, or to any matter arising therefrom and Borrower agrees that any action or proceeding shall be tried before a Court and not before a Jury.

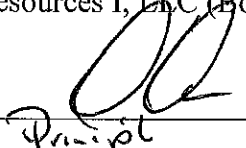
Section 8.11 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Section 8.12 Headings. Article and Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

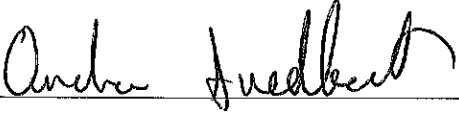
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Pro Resources I, LLC (Borrower)

By: 
Its: Principal

AGREED AND ACCEPTED
this 11 day of August, 2015

Marquette Transportation Finance, LLC

By: 
Its: Credit Manager



Marquette Transportation Finance

Fee Schedule

Pro Resources I, LLC
9401 North Freeway
Fort Worth, Texas 76177

Processing Fees

| | |
|---------------------------------|---|
| Settlement by Wire Transfer | \$15.00 per wire |
| Bill Service Fee | 0.50% of the face value of invoices submitted |
| Expedited Settlement (same day) | 0.80% of gross submissions |
| Direct Collect Penalty | 15% of amount direct collected/deposited |

Initial: De

**AMENDMENT TO MTF ADVANCE PLUS
REVOLVING CREDIT AND SECURITY AGREEMENT**


This Amendment is attached to and shall modify that certain MTF Advance Plus Revolving Credit and Security Agreement dated August 10, 2015 (the "Agreement"), by and between **MARQUETTE TRANSPORTATION FINANCE, LLC**, ("MTF"), and Pro Resources I, LLC ("Borrower").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, MTF and Borrower agree to amend the Agreement as follows:


1. **[Maximum Advance.** The Maximum Advance under the terms of the Agreement is hereby increased from Five Hundred Thousand and no/100 Dollars (\$500,000.00) to Six Hundred Fifty Thousand and no/100 Dollars (\$650,000.00) and in furtherance thereof, Section 2.05 of the Agreement is hereby amended to delete the amount of "Five Hundred Thousand and no/100 dollars (\$500,000.00)" and substitute the amount of "Six Hundred Fifty Thousand and no 100/Dollars (\$650,000)" in lieu thereof;

Except as specifically modified by this Amendment, the terms and conditions of the Agreement, as presently amended and/or supplemented, shall remain in full force and effect.

MARQUETTE TRANSPORTATION FINANCE INC. **Pro Resources I, LLC**

By: 

Andrew Suedbeck
Credit Manager
Date: 10/7/16

By: 

Doug Owens
Member
Date: 10.7.2016

GUARANTOR CONSENT

Each undersigned Guarantor consents to the within Amendment to MTF Advance Plus Revolving Credit and Security Agreement and agrees that the execution thereof by MTF and Borrower shall not impair or otherwise affect Guarantor's obligations and duties to MTF with regard to the Agreement, as amended. This consent shall be effective as of the effective date of this Amendment.

GUARANTOR: Doug Owens

By: 
Doug Owens, Individually

Date: 10-7-2016

GUARANTOR: Pro Resources One, LLC

By: 
Its: Mark

Date: ~~9-22-16~~ 10-7-2016

**GUARANTY OF ADVANCE PLUS REVOLVING CREDIT AND SECURITY
AGREEMENT**

THIS GUARANTY is made and entered into this 10th day of August, 2015, by Doug Owens in favor of Marquette Transportation Finance, LLC ("MTF").

RECITALS

Pro Resources I, LLC, a Texas limited liability company ("Borrower"), has requested MTF to enter into that certain Advance Plus Revolving Credit and Security Agreement dated August 10th, 2015 (hereinafter referred to as "Loan Documents") relating to the financing of Accounts, to be secured by property described in the Loan Documents.

1. MTF, as a condition to executing the Agreement, requires the execution of this Guaranty.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, and in order to induce MTF to advance funds to Borrower pursuant to the Loan Documents, and in full knowledge of MTF's reliance on the representations and agreements of the undersigned contained in this Guaranty in extending credit to Borrower, the undersigned agree(s) as follows:

AGREEMENT

1. The undersigned, jointly and severally if more than one, hereby absolutely and unconditionally guarantee to MTF: (i) the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all obligations under the Loan Documents (and interest thereon) and any extensions, renewals, replacements, or refinancing thereof; (ii) the full and timely performance of the terms and provisions of any instrument securing the payment of the Loan Documents; (iii) prompt payment, when due, of the Loan Documents and any and all sums of money at any time owing by Borrower to MTF by reason of, or in connection with, or arising out of, the financing transaction described in the recitals; and (iv) prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness or obligations, whether primary or secondary, for which Borrower is now or may hereafter become liable or indebted to MTF (the foregoing being collectively referred to as "Guaranteed Indebtedness").

2. The undersigned agree, jointly and severally if more than one, to pay all costs, expenses and attorneys' fees paid or incurred by MTF in endeavoring to collect any of the Guaranteed Indebtedness and in enforcing this Guaranty.

3. The undersigned warrant to MTF that the undersigned have access on a continuing basis to information concerning the financial condition of Borrower and are not relying on MTF to provide such information either now or in the future. The undersigned hereby waive(s): (i) presentment, demand for payment, and notice of nonpayment or protest of any of

the Guaranteed Indebtedness; (ii) notice of the acceptance of this Guaranty by MTF and of the creation and existence of any of the Guaranteed Indebtedness; (iii) notice of any default by Borrower under its obligations to MTF; and (iv) any and all acts or things by MTF to be done to establish the liability of the undersigned hereunder.

4. This Guaranty may be revoked by the undersigned at any time provided that thirty (30) days written notice shall have been given to MTF of such intention to terminate this Guaranty, but such notice of revocation shall not in any way affect the liability of the undersigned as to any indebtedness or obligations created before the effective date of such termination. Such notice of intent to terminate this Guaranty shall be effective on the date it is received at the office of MTF by certified mail, return receipt requested. If there is more than one guarantor of the Guaranteed Indebtedness, any revocation of such Guaranty shall be effective only as to those parties from whom such notice of revocation is received, and shall not affect the liability of the Borrower or any of the undersigned not so revoking their Guaranty.

5. No act or thing, except payment, which but for this provision could act as a release of the liabilities of the undersigned hereunder, shall in any way affect or impair this Guaranty, and this shall be a continuing, absolute and unconditional guaranty and shall be in force and be binding upon the undersigned, jointly and severally if more than one, until the Guaranteed Indebtedness is fully paid.

6. The liability of the undersigned shall not be affected or impaired in any way (and MTF is expressly authorized to do the following acts and things from time to time without notice to anyone): (i) by any assignment, sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Guaranteed Indebtedness, or any collateral therefor; (ii) by any acceptance of collateral for, or other guarantors of, any of the Guaranteed Indebtedness; (iii) by any failure, neglect or omission to realize upon or protect any of the Guaranteed Indebtedness or perfect a security interest in or preserve any collateral therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property toward the liquidation of any of the Guaranteed Indebtedness; (iv) by any application of payments or credits upon any of the Guaranteed Indebtedness; (v) by any other change in the Guaranteed Indebtedness including MTF's consent to a change in the business or organizational structure of Borrower; or (vi) by any failure, neglect, or omission by MTF in the administration of the Guaranteed Indebtedness.

7. MTF shall not be required to first resort for payment of any of the Guaranteed Indebtedness to Borrower or other persons or corporations, their properties or estates, or to any collateral, property, liens or other rights or remedies whatsoever before enforcing this Guaranty.

8. Whenever, at any time or from time to time, the undersigned shall make any payment to MTF hereunder, the undersigned shall notify MTF in writing that such payment is made under this Guaranty for such purpose.

9. No payment by the undersigned pursuant to this Guaranty shall entitle the undersigned, by subrogation to the rights of MTF or otherwise, to any payment by Borrower or

out of the property of Borrower until all of the Guaranteed Indebtedness (including interest) and all costs, expenses and attorneys' fees paid or incurred by MTF in endeavoring to collect the Guaranteed Indebtedness and enforcing this Guaranty have been fully paid.

10. If any payment applied by MTF to reduction of the Guaranteed Indebtedness is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of Borrower or any of the undersigned or any other obligor of the Guaranteed Indebtedness), the Guaranteed Indebtedness to which such payment was applied shall, for the purposes of this Guaranty, be deemed to have continued in existence regardless of such payment, and this Guaranty shall be enforceable as to the Guaranteed Indebtedness as fully as if such payment had never been made, notwithstanding the termination of the Loan Documents or any other agreement evidencing the Guaranteed Indebtedness.

11. This Guaranty shall be binding upon the heirs, legal representatives, successors, and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of MTF (including, without limitation, any purchaser of the loan referred to in the recital clauses hereof, its heirs, legal representatives, successors and assigns).

12. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect the validity and enforceability of the remaining provisions of this Guaranty, which shall remain in full force and effect.

13. This Guaranty sets forth the entire understanding between MTF and the undersigned and supersedes and replaces all prior or contemporaneous communications and agreements of the parties, written or otherwise, concerning the subject matter of this Guaranty. No course of dealing, course of performance, or trade usage shall be used to supplement or alter the terms of this Guaranty. No alteration, modification or amendment of this Guaranty shall be effective except by a writing signed by the undersigned and MTF.

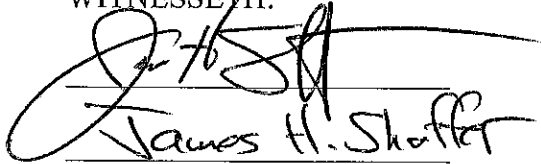
14. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of the failure of any other person to sign this Guaranty. All agreements and promises contained in this Guaranty are joint and several in each and every particular and are fully binding upon and enforceable against any or all of the undersigned. The release by MTF at any time of any of the undersigned from liability under this Guaranty shall not affect the liability of any of the undersigned who were not so released, and the undersigned waive any right to notice of such release by MTF.


15. This Guaranty shall be governed by and according to the laws of the State of Minnesota. Guarantor hereby irrevocably submits to the jurisdiction of any Minnesota state court or federal court over any action or proceeding arising out of or relating to this Guaranty; and Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such Minnesota state or federal court. Guarantor hereby waives, to the fullest extent possible, the defense of inconvenient forum. Guarantor agrees that if he/she/it brings any action or proceeding arising out of or relating to this Guaranty, he/she/it shall

bring such action or proceeding in the United States District Court, District of Minnesota or Minnesota State Court in Hennepin County or Ramsey County, Minnesota. Guarantor hereby waives any right he/she/it has to a TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of the day and year first above written.

WITNESSETH:


James H. Shaffer


_____(Guarantor)

_____(Guarantor)

GUARANTY OF ADVANCE PLUS REVOLVING CREDIT AND SECURITY AGREEMENT

THIS GUARANTY is made and entered into this 10th day of August, 2015, by Pro Resources One, LLC, a Massachusetts limited liability company in favor of Marquette Transportation Finance, LLC ("MTF").

RECITALS

Pro Resources I, LLC, a Texas limited liability company ("Borrower"), has requested MTF to enter into that certain Advance Plus Revolving Credit and Security Agreement dated August 10th, 2015 (hereinafter referred to as "Loan Documents") relating to the financing of Accounts, to be secured by property described in the Loan Documents.

1. MTF, as a condition to executing the Agreement, requires the execution of this Guaranty.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, and in order to induce MTF to advance funds to Borrower pursuant to the Loan Documents, and in full knowledge of MTF's reliance on the representations and agreements of the undersigned contained in this Guaranty in extending credit to Borrower, the undersigned agree(s) as follows:

AGREEMENT

1. The undersigned, jointly and severally if more than one, hereby absolutely and unconditionally guarantee to MTF: (i) the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all obligations under the Loan Documents (and interest thereon) and any extensions, renewals, replacements, or refinancing thereof; (ii) the full and timely performance of the terms and provisions of any instrument securing the payment of the Loan Documents; (iii) prompt payment, when due, of the Loan Documents and any and all sums of money at any time owing by Borrower to MTF by reason of, or in connection with, or arising out of, the financing transaction described in the recitals; and (iv) prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness or obligations, whether primary or secondary, for which Borrower is now or may hereafter become liable or indebted to MTF (the foregoing being collectively referred to as "Guaranteed Indebtedness").

2. The undersigned agree, jointly and severally if more than one, to pay all costs, expenses and attorneys' fees paid or incurred by MTF in endeavoring to collect any of the Guaranteed Indebtedness and in enforcing this Guaranty.

3. The undersigned warrant to MTF that the undersigned have access on a continuing basis to information concerning the financial condition of Borrower and are not relying on MTF to provide such information either now or in the future. The undersigned hereby

waive(s): (i) presentment, demand for payment, and notice of nonpayment or protest of any of the Guaranteed Indebtedness; (ii) notice of the acceptance of this Guaranty by MTF and of the creation and existence of any of the Guaranteed Indebtedness; (iii) notice of any default by Borrower under its obligations to MTF; and (iv) any and all acts or things by MTF to be done to establish the liability of the undersigned hereunder.

4. This Guaranty may be revoked by the undersigned at any time provided that thirty (30) days written notice shall have been given to MTF of such intention to terminate this Guaranty, but such notice of revocation shall not in any way affect the liability of the undersigned as to any indebtedness or obligations created before the effective date of such termination. Such notice of intent to terminate this Guaranty shall be effective on the date it is received at the office of MTF by certified mail, return receipt requested. If there is more than one guarantor of the Guaranteed Indebtedness, any revocation of such Guaranty shall be effective only as to those parties from whom such notice of revocation is received, and shall not affect the liability of the Borrower or any of the undersigned not so revoking their Guaranty.

5. No act or thing, except payment, which but for this provision could act as a release of the liabilities of the undersigned hereunder, shall in any way affect or impair this Guaranty, and this shall be a continuing, absolute and unconditional guaranty and shall be in force and be binding upon the undersigned, jointly and severally if more than one, until the Guaranteed Indebtedness is fully paid.

6. The liability of the undersigned shall not be affected or impaired in any way (and MTF is expressly authorized to do the following acts and things from time to time without notice to anyone): (i) by any assignment, sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Guaranteed Indebtedness, or any collateral therefor; (ii) by any acceptance of collateral for, or other guarantors of, any of the Guaranteed Indebtedness; (iii) by any failure, neglect or omission to realize upon or protect any of the Guaranteed Indebtedness or perfect a security interest in or preserve any collateral therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property toward the liquidation of any of the Guaranteed Indebtedness; (iv) by any application of payments or credits upon any of the Guaranteed Indebtedness; (v) by any other change in the Guaranteed Indebtedness including MTF's consent to a change in the business or organizational structure of Borrower; or (vi) by any failure, neglect, or omission by MTF in the administration of the Guaranteed Indebtedness.

7. MTF shall not be required to first resort for payment of any of the Guaranteed Indebtedness to Borrower or other persons or corporations, their properties or estates, or to any collateral, property, liens or other rights or remedies whatsoever before enforcing this Guaranty.

8. Whenever, at any time or from time to time, the undersigned shall make any payment to MTF hereunder, the undersigned shall notify MTF in writing that such payment is made under this Guaranty for such purpose.

9. No payment by the undersigned pursuant to this Guaranty shall entitle the undersigned, by subrogation to the rights of MTF or otherwise, to any payment by Borrower or out of the property of Borrower until all of the Guaranteed Indebtedness (including interest) and all costs, expenses and attorneys' fees paid or incurred by MTF in endeavoring to collect the Guaranteed Indebtedness and enforcing this Guaranty have been fully paid.

10. If any payment applied by MTF to reduction of the Guaranteed Indebtedness is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of Borrower or any of the undersigned or any other obligor of the Guaranteed Indebtedness), the Guaranteed Indebtedness to which such payment was applied shall, for the purposes of this Guaranty, be deemed to have continued in existence regardless of such payment, and this Guaranty shall be enforceable as to the Guaranteed Indebtedness as fully as if such payment had never been made, notwithstanding the termination of the Loan Documents or any other agreement evidencing the Guaranteed Indebtedness.

11. This Guaranty shall be binding upon the heirs, legal representatives, successors, and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of MTF (including, without limitation, any purchaser of the loan referred to in the recital clauses hereof, its heirs, legal representatives, successors and assigns).

12. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect the validity and enforceability of the remaining provisions of this Guaranty, which shall remain in full force and effect.

13. This Guaranty sets forth the entire understanding between MTF and the undersigned and supersedes and replaces all prior or contemporaneous communications and agreements of the parties, written or otherwise, concerning the subject matter of this Guaranty. No course of dealing, course of performance, or trade usage shall be used to supplement or alter the terms of this Guaranty. No alteration, modification or amendment of this Guaranty shall be effective except by a writing signed by the undersigned and MTF.

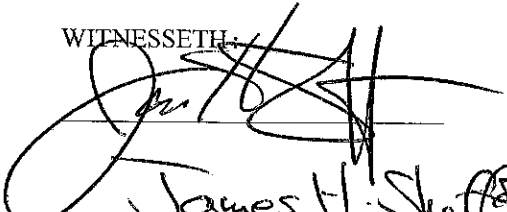
14. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of the failure of any other person to sign this Guaranty. All agreements and promises contained in this Guaranty are joint and several in each and every particular and are fully binding upon and enforceable against any or all of the undersigned. The release by MTF at any time of any of the undersigned from liability under this Guaranty shall not affect the liability of any of the undersigned who were not so released, and the undersigned waive any right to notice of such release by MTF.

15. This Guaranty shall be governed by and according to the laws of the State of Minnesota. Guarantor hereby irrevocably submits to the jurisdiction of any Minnesota state court or federal court over any action or proceeding arising out of or relating to this Guaranty; and Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such Minnesota state or federal court. Guarantor hereby

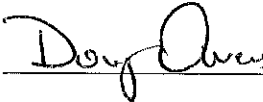
waives, to the fullest extent possible, the defense of inconvenient forum. Guarantor agrees that if he/she/it brings any action or proceeding arising out of or relating to this Guaranty, he/she/it shall bring such action or proceeding in the United States District Court, District of Minnesota or Minnesota State Court in Hennepin County or Ramsey County, Minnesota. Guarantor hereby waives any right he/she/it has to a TRIAL BY JURY.

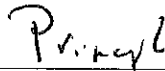
IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of the day and year first above written.

WITNESSETH:


James H. Skoff


(Guarantor)

By: 

Its: 

MEMBER'S CERTIFICATE

I, the undersigned, do hereby certify to Marquette Transportation Finance, LLC, that I am a member of Pro Resources I, LLC, a Texas Limited Liability Company (the "Company").

I further certify that attached hereto as Exhibit A is a true, correct and complete copy of resolutions adopted by all the Directors of the Company, effective as of August 10, 2015, and that I am the keeper of the Minute Book of the Company and that said resolutions have been duly entered therein and have not been amended, repealed or rescinded and are now in full force and effect.

I further certify that the following persons have been duly elected to and do now hold the offices in the Company set forth below.

Name

Title

Doug Owen

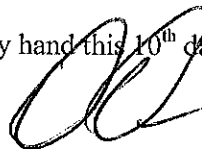
Member

Member

Member

I further certify that attached hereto as Exhibit B are true and correct copies of the Articles of Organization and Operating Agreement, and that the same have not been amended or modified.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of August, 2015.



Member

Member

EXHIBIT A

WHEREAS, Pro Resources I, LLC (the "Company") has requested Marquette Transportation Finance, LLC ("MTF") to enter into that certain Advance Plus Revolving Credit and Security Agreement (the "Agreement") relating to the financing of accounts, to be secured by property described in the Agreement;

THEREFORE, BE IT RESOLVED, that this Company shall enter into the Agreement, and bind itself to the terms contained therein;

FURTHER RESOLVED, that Doug Owens, the member of this Company (an "Authorized Officer"), is hereby authorized in the name and on behalf of this Company to execute and deliver, on behalf of this Company, all documents necessary and appropriate to this Company entering into said financing transaction including, but not limited to, (i) the Agreement, (ii) UCC Financing Statements, (iii) a Certificate of Authorization, and (iv) such other documents and other instruments contemplated by the Agreement, all in substantially the form and containing such terms and provisions as presented to this Board, with such modifications as the Authorized Officer executing the same may approve, the execution and delivery of such documents by such Authorized Officer to be conclusive evidence of such approval, and to amend such agreements from time to time as may be desirable.

FURTHER RESOLVED, any Authorized Officer is authorized to execute and deliver any and all documents and instruments and to take any and all such actions as he may deem necessary or desirable in order to carry out the intent and proposes of foregoing resolutions, the execution and delivery of such documents or instruments or the taking of such action to be conclusive evidence that such execution and delivery or the taking of such action was authorized by this resolution.

EXHIBIT B

ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

Form 205
(revised 6/01)

This space reserved for office use.



Return in Duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709
Filing Fee: \$200

**Articles of Organization
For A
Texas Limited Liability
Company Act**

Article 1 - Name

The name of the limited liability company is as set forth below:

PRO RESOURCES I, LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office (Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☐ B. The initial registered agent is an individual resident of the state whose is set forth below.

| First Name | M.I. | Last Name | Suffix |
|------------|------|-----------|--------|
| HENRY | E | WALKER | |

C. The business address of the registered agent and the registered office address is:

| Street Address | City | TX | Zip Code |
|-----------------|------------|----|----------|
| 9401 N. FREEWAY | FORT WORTH | | 76177 |

Article 3 - Management

A. ☒ The limited liability company is to be managed by managers. The names and addresses of the initial managers are set forth below:

OR (Select either option A or option B; do not select both.)

B. ☐ The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the initial members are set forth below:

Manager/Member Name and Address Information

MANAGER/MEMBER 1

LEGAL ENTITY: The manager/member is a legal entity named:

INDIVIDUAL: The manager/member is an individual whose name is set forth below:

| First Name | M.I. | Last Name | Suffix |
|------------|------|-----------|--------|
| HENRY | E | WALKER | |

ADDRESS OF MANAGER/MEMBER 1:

| Street Address | City | State | Zip Code |
|-----------------|------------|-------|----------|
| 9401 N. FREEWAY | FORT WORTH | TX | 76177 |

MANAGER/MEMBER 2

LEGAL ENTITY: The manager/member is a legal entity named:

INDIVIDUAL: The manager/member is an individual whose name is set forth below:

| | | | |
|---|---------------------------|-----------------------------|--------------------------|
| First Name DIANNE | MI | Last Name SCHAFER | Suffix |
| ADDRESS OF MANAGER/MEMBER 2: | | | |
| Street Address 9401 N. FREEWAY | City FORT WORTH | State TX | Zip Code 76177 |
| MANAGER/MEMBER 3: | | | |
| LEGAL ENTITY: The manager/member is a legal entity named: | | | |
| INDIVIDUAL: The manager/member is an individual whose name is set forth below. | | | |
| First Name | MI | Last Name | Suffix |
| ADDRESS OF MANAGER/MEMBER 3: | | | |
| Street Address | City | State | Zip Code |
| Article 4 Duration | | | |
| The period of duration is perpetual. | | | |
| Article 5 Purpose | | | |
| The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized. | | | |
| Supplemental Provisions Information | | | |
| Text Area | | | |
| [The attached addendum are incorporated herein by reference.] | | | |
| Organizer | | | |
| The name and address of the organizer is set forth below. | | | |
| Name DIANNE SCHAFER | | | |
| Street Address 9401 N. FREEWAY | City FORT WORTH | State TX | Zip Code 76177 |
| Effective Date of Filing | | | |
| A. <input checked="" type="checkbox"/> This document will become effective when the document is filed by the secretary of state. | | | |
| OR | | | |
| B. <input type="checkbox"/> This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is | | | |
| Execution | | | |
| The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document. | | | |
| Signature of organizer <i>Dianne Schaffer</i> | | | |

Pro Resources, Inc.
Post Office Box 162419
Fort Worth, Texas 76161-2419

Secretary of State
POB 13697
Austin, TX 78700-3697

February 26, 2004

Re: Application for Articles of Organization for a Limited Liability Company Act
Pro Resources I, LLC

To Whom It May Concern:

This is to give permission to the Secretary of State to accept the application of the following members for a Texas Limited Liability Company in the name of Pro Resources I, LLC.

Henry E. Walker
9401 North Freeway
Fort Worth, TX 76177

Dianne Schafer
9401 North Freeway
Fort Worth, TX 76177

As I am the President and Owner of Pro Resources, Inc., I give permission to the above to use the name of Pro Resources I, LLC to form a new company.

Thank You,



Doug Owens, President
Pro Resources, Inc.

RECEIVED

MAR 08 2004

Secretary of State

EXHIBIT A

Form 401

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Statement of Change of
Registered Office/Agent**

Filing Fee: See Instructions

Filed in the Office of the
Secretary of State of Texas
Filing #: 800316719 09/28/2009
Document #: 277539300005
Image Generated Electronically
for Web Filing

Entity Information

The name of the entity is :

PRO RESOURCES I, LLCThe file number issued to the entity by the secretary of state is: **800316719**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:

Henry E Walker**9401 N. Freeway, Fort Worth, TX, USA 76177**

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

☐ A. The new registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The new registered agent is an individual resident of the state whose name is:**Doug Owens**

Registered Office Change

☐ C. The business address of the registered agent and the registered office address is changed to:

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

☐ A. This document becomes effective when the document is filed by the secretary of state.☒ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is: **September 29, 2009**

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: **September 28, 2009****Doug Owens**

Signature and title of authorized person(s)(see instructions)

FILING OFFICE COPY

EXHIBIT A

Form 401
(Revised 12/09)

This space reserved for office use.

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



**Statement of Change of
Registered Office/Agent**

FILED
In the Office of the
Secretary of State of Texas
SEP 27 2010

Corporations Section

Entity Information

1. The name of the entity is:

Pro Resources I. LLC

State the name of the entity as currently shown in the records of the secretary of state.

2. The file number issued to the filing entity by the secretary of state is: 800316719

3. The name of the registered agent as currently shown on the records of the secretary of state is:

Doug Owens

Registered Agent Name

The address of the registered office as currently shown on the records of the secretary of state is:

9401 North Freeway

Fort Worth

TX 76177

Street Address

City

State Zip Code

Change to Registered Agent/Registered Office

4. The certificate of formation or registration is modified to change the registered agent and/or office of the filing entity as follows:

Registered Agent Change

(Complete either A or B, but not both. Also complete C if the address has changed.)

☐ A. The new registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The new registered agent is an individual resident of the state whose name is:

Henry

E

Walker

First Name

M.I.

Last Name

Suffix

Registered Office Change

☐ C. The business address of the registered agent and the registered office address is changed to:

9401 North Freeway

Fort Worth

TX 76177

Street Address (No P.O. Box)

City

State Zip Code

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

RECEIVED

SEP 27 2010

Form 401

Secretary of State

4

EXHIBIT A

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing (Select either A, B, or C.)


- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 9/23/2010



Signature of authorized person

Henry E. Walker

Printed or typed name of authorized person (see instructions)

**Form 401
(Revised 05/11)**

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709
 Filing Fee: See instructions

This space reserved for office use.



**Statement of Change of
Registered Office/Agent**

FILED
 In the Office of the
 Secretary of State of Texas

DEC 06 2013

Corporations Section

Entity Information

1. The name of the entity is:

PRO RESOURCES I, LLC

State the name of the entity as currently shown in the records of the secretary of state.

2. The file number issued to the filing entity by the secretary of state is: 800316719

3. The name of the registered agent as currently shown on the records of the secretary of state is:

HENRY E. WALKER

Registered Agent Name

The address of the registered office as currently shown on the records of the secretary of state is:

9401 N. FREEWAY, FORT WORTH

Street Address

City

TX

State

76177

Zip Code

Change to Registered Agent/Registered Office

4. The certificate of formation or registration is modified to change the registered agent and/or office of the filing entity as follows:

Registered Agent Change

(Complete either A or B, but not both. Also complete C if the address has changed.)

☐ A. The new registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The new registered agent is an individual resident of the state whose name is:DOUG OWENS

First Name

M.I.

Last Name

Suffix

Registered Office Change

☒ C. The business address of the registered agent and the registered office address is changed to:1402 MICAH WAY, KELLER

Street Address (No P.O. Box)

City

TX

State

76248

Zip Code

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

RECEIVED

DEC 06 2013

Secretary of State

EXHIBIT A

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing (Select either A, B, or C.)

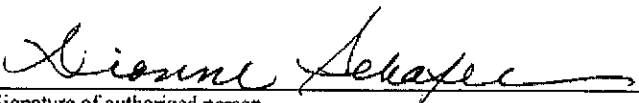
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:


Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 12.4.2013


Signature of authorized person

DIANNE SCHAEFER MEMBER
Printed or typed name of authorized person (see instructions)

| | | |
|---|--|---|
| Form 424 (Revised 05/11) Submit in duplicate to Secretary of State P O Box 13697 Austin, TX 78711-3697 512 463-5555 FAX 512/463-5709 Filing Fee See instructions |  Certificate of Amendment | This space reserved for office use <p style="text-align: center;">FILED In the Office of the Secretary of State of Texas</p> <p style="text-align: center;">DEC 16 2013</p> <p style="text-align: center;">Corporations Section</p> |
|---|--|---|

Entity Information

The name of the filing entity is

PRO RESOURCES I LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name

The filing entity is a (Select the appropriate entity type below)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is 800316719

The date of formation of the entity is 3 8 2004

Amendments

1 Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

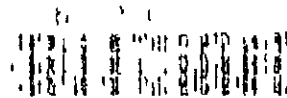
The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows

The name of the filing entity is (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable

2 Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows



RECEIVED
 Form 424
DEC 16 2013
 Secretary of State

Registered Agent

(Complete either A or B, but not both Also complete C)

☐ A The registered agent is an organization (cannot be entity named above) by the name of

OR

☒ B The registered agent is an individual resident of the state whose name is

| | | | |
|---------------------------|-------------------|--------------------------|-----------------------|
| <u>DOUG</u> | <u>OWENS</u> | | |
| <small>First Name</small> | <small>MI</small> | <small>Last Name</small> | <small>Suffix</small> |

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent

C The business address of the registered agent and the registered office address is

| | | |
|--|---------------------|-------------------------------|
| <u>1402 MICAH WAY, KELLER</u> | <u>TX</u> | <u>76248</u> |
| <small>Street Address (No P O Box)</small> | <small>City</small> | <small>State Zip Code</small> |

3 Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows☒ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows

ARTICLE 3 - MANAGEMENT
MANAGER/ MEMBER INDIVIDUAL

DOUG OWENS
1402 MICAH WAY
KELLER, TX 76248

☐ Delete each of the provisions identified below from the certificate of formation**Statement of Approval**

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity

Effectiveness of Filing (Select either A, B, or C)

- A ☒ This document becomes effective when the document is filed by the secretary of state
- B ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is _____
- C ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is _____
- The following event or fact will cause the document to take effect in the manner described below

| |
|--|
| |
|--|

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument

Date 12 4 2013

By

HEW Walker
HEW Walker
 Signature of authorized person

HENRY EDDIE WALKER
 Printed or typed name of authorized person (see instructions)

CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a search of effective UCC filings recorded in the Office of the Secretary of State of Texas. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for that information.

Because CT Lien Solutions cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations or warranties as to the accuracy or completeness of this report. In addition, we cannot verify whether any personally identifiable information (such as social security numbers or similar personal information) is included in these results, and to the extent such personally identifiable information is included, you agree that you will not use such information in violation of any applicable law. CT Lien Solutions cannot and does not accept any liability for delays, errors or omissions in the information provided, nor do we accept any liability with respect to the disclosure or your use of any information or record that may include personally identifiable information.

CT Lien Solutions is not an insurer with regard to this information or these services. Under no circumstances shall CT Lien Solutions be liable for any loss of underlying collateral or loss (or decreased priority) of security interest in connection with this information or these services. Any categorization of search results is provided for convenience only and is not to be construed as a legal opinion concerning the status of filings.

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE APPROPRIATE OFFICE OF THE STATE OF TEXAS. THIS DATA IS NOT AN OFFICIAL RECORD OF THE STATE OF TEXAS.

This report reflects records effective 10/14/2016

Order No 56150869
User Name ANDREW SUEDBECK
bill code PRO RESOURCES I
loan num Ref2
Ref3
Ref4
Ref5 Ref5
Ref6 Ref6
Ref7 Ref7
Law Firm Bill Code legalbillcode

State of Texas UCC Debtor Name Search results performed on the following Search Key
Name = PRO RESOURCES I
Exp./Term. Liens = No

Active

1 160019853417 Original filed on 06/17/2016 at 1353
expires on 06/17/2021 (Green Flag.)

Debtor PRO RESOURCES I
9401 NORTH FREEWAY
FORT WORTH TX 76177

Debtor PRO RESOURCES I, LLC
9401 NORTH FREEWAY
FORT WORTH TX 76177

SecPty CORPORATION SERVICE COMPANY, AS REPRESENTATIVE
P.O. BOX 2576 UCCSPREP@CSCINFO.COM
SPRINGFIELD IL 62708

Collat. All Assets now owned or hereafter acquired and wherever located, including but n
Collat. ot limited to, the following subcategories of assets: a. Accounts, including but
Collat. not limited to, credit card receivables; b. Chattel Paper; c. Inventory; d. Equ
Collat. ipment; e. Instruments, including but not limited to, Promissory Notes; f. Inves

EXHIBIT B

Collat. tment Property; g. Documents; h. Deposit Accounts; i. Letter of Credits Rights;
Collat. j. General Intangibles; k. Supporting Obligations; and l. Proceeds and Products
Collat. of the foregoing. NOTICE PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND
SECURED PAR
Collat. TY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED
HEREIN, T
Collat. HE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS
INTERFERENCE WITH TH
Collat. E SECURED PARTY'S RIGHT BY SUCH ENCUMBRANCE IN THE EVENT THAT ANY ENTITY
IS GRA
Collat. NTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL
INTANGIB
Collat. LES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY
PROCEEDS THE
Collat. REOF RECEIVED BY SUCH ENTITY.

2 160030534496 Original filed on 09/15/2016 at 0951
expires on 09/15/2021 (Green Flag.)

Debtor OWENS DOUG SIDNEY
1402 MICAH WAY
KELLER TX 76248

Debtor PRO RESOURCES I LLC
9401 NORTH FREEWAY
FORT WORTH TX 76177

SecPty FOX CAPITAL GROUP
140 BROADWAY, 46TH FLOOR
NEW YORK NY 10005

Collat. All assets now or hereafter acquired and wherever located , including but not li
Collat. mited to , the following subcategories of assets: a. Accounts , including but n
Collat. ot limited to , credit car receivables b. chattel paper c. inventory d. equipment
Collat. e. instruments , including but not limited to , promissory notes ; f. investmen
Collat. t property ; g. documents h. deposit accounts ; i. letter of credit rights; j. gen
Collat. eral intangibles ; k. supporting obligations; proceeds pf products of the forgoi
Collat. ng . NOTICE PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY ,
DEBTOR
Collat. HAS AGREED TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN , THE
FURTHER ENC
Collat. UMBERING OF WHICH MAY CONSTITUTE THE TORTUOUS INTERFERENCE WITH T HE
SECURED PAR
Collat. TY'S RIGHT BY SUCH ENCUMBRANCE IN THE EVENT THAT ANY ENTITY IS GRANTED A
SECUR
Collat. ITY INTEREST IN DEBTOR'S ACCOUNTS , CHATTEL , PAPER OR GENERAL INTANGIBLES
CONTR
Collat. ARY TO THE ABOVE , THE SECURED PARTY'S ASSERTS A CLAIM TO ANY PROCEEDS
THEREOF R
Collat. ECEIVED BY SUCH ENTITY .

3 140028154641 Original filed on 09/02/2014 at 1700
expires on 09/02/2019 (Green Flag.)

Debtor PRO RESOURCES I, LLC
9401 N FREEWAY
FORT WORTH TX 76177

SecPty SIMMONS FIRST NATIONAL BANK
425 W. CAPITOL AVE, 13TH FLOOR
LITTLE ROCK AR 72201

4 150023879984 Original filed on 07/27/2015 at 1531
expires on 07/27/2020 (Green Flag.)

Debtor PRO RESOURCES I, LLC
PO BOX 1294

GRAPEVINE TX 76099

SecPty MARQUETTE TRANSPORTATION FINANCE, LLC
 1600 WEST 82ND STREET, SUITE 250
 BLOOMINGTON MN 55431

1500247146 filed on 08/03/2015 Film# 620544060001
Chg Coll

Collat. Client grants to Marquette Transportation Finance, Inc. a security interest in a
Collat. ll of Client's present and hereafter arising accounts, including but not limited
Collat. to, all rights of Client to the payment of money, whether now existing or herea
Collat. ter arising, whether or not earned, and howsoever evidenced or arising, includi
Collat. ng (without limitation) all present and future Accounts, all of Client's other a
Collat. ccounts; chattel paper, instruments, payment intangibles, general intangibles, a
Collat. nd documents whether or not considered an Account under the terms of this Agree
Collat. ment; all assets including, without limitation, records, inventory, equipment of
Collat. every kind and description (other than rolling stock consisting of titled tracto
Collat. rs and trailers of Client); furniture and fixtures; deposit accounts; money; inv
Collat. estment property; letters of credit; notes; tax refunds and insurance proceeds,
Collat. all as defined in the Uniform Commercial Code and all proceeds thereof; and in C
Collat. lient's Reserve, as security for the performance of all of Client's obligations
Collat. hereunder and the payment of any other obligation or indebtedness owed by Client
Collat. to Marquette Transportation Finance, Inc.
Collat. All of Borrower's present and future Accounts, all of Borrower's other accounts;
Collat. chattel paper, instruments, payment intangibles, general intangibles, and docum
Collat. ents whether or not considered an Account under the terms of this Agreement; all
Collat. assets including, without limitation, records, inventory, equipment of every ki
Collat. nd and description (other than rolling stock consisting of titled tractors and t
Collat. railers of Borrower); furniture and fixtures; deposit accounts; money; investmen
Collat. t property; letters of credit; notes; tax refunds and insurance proceeds, borrow
Collat. ers reserve; all as defined in the Uniform Commercial Code and all proceeds ther
Collat. eof; as security for the performance of all of borrowers obligations hereunder a
Collat. nd the payment of any other obligation or indebtedness owed by borrower to Marqu
Collat. ette Transportation Finance, Inc.

5 160006572825 Original filed on 03/01/2016 at 1058
 expires on 03/01/2021 (Green Flag.)

Debtor OWENS DOUG SIDNEY
 1402 MICAH WAY
 KELLER TX 76248

Debtor PRO RESOURCES I, LLC
 9401 N FREEWAY
 FT. WORTH TX 76177

SecPty KLC CAPITAL PARTNERS, LLC
 3514 COUNTY ROAD 101
 MINNETONKA MN 55345

SecPty KLC FINANCIAL, INC.
 3514 COUNTY ROAD 101
 MINNETONKA MN 55345

1600083070 filed on 03/15/2016 Film# 661052900001
Chg Coll

Collat. ALL EQUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. FILING INCLUDES
Collat. ALL E
Collat. QUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. INCLUDING BUT NOT
Collat. LIMITED
Collat. TO: 1998 FREIGHTLINER VIN# 2FUPCSZB9WA9109191999 FREIGHTLINER VIN# 1FUY
Collat. SSEB1XLA081942000 FORD F250 VIN# 1FTNX2OF2YEA520042003 INTERNATIONAL VIN#
Collat. 3HSC
Collat. NAPR15N0157502004 FREIGHTLINER VIN# 1FUJBCK14LM700732004 INTERNATIONAL VIN#
Collat. 1

EXHIBIT B

HSHXAXR74J0904562005 CAPACITY VIN# 4LMBF21195L0162742005 CAPACITY VIN# 4LMBF21
 Collat. 105L0162752005 PETERBILT VIN# 1XP5DB9X35D8612392005 KALMAR VIN# 311471
 Collat. 2005 INTERNATIONAL VIN# 3HSCNAPR15N0517502005 INTERNATIONAL VIN# 3HSCNAPR95N03
 Collat. 81322006 FREIGHTLINER VIN# 1FUJA6CK77LX520232006 PETERBILT VIN# 1XP7DB9X46D887
 Collat. 0042006 PETERBILT VIN# 1XP7DB9X66D8870052006 FREIGHTLINER VIN# 1FUJBBCKX6LN900
 Collat. 672007 INTERNATIONAL VIN# 2HSCNAPR17C3120242007 FREIGHTLINER VIN# 1FUJBBAV77LV
 Collat. 923872007 FREIGHTLINER VIN# 1FUJA6CV27DX428892007 FREIGHTLINER VIN# 1FUJA6CV57
 Collat. LX131342007 FREIGHTLINER VIN# 1FUJBBAV97LY532442007 INTERNATIONAL VIN# 2HSCNAP
 Collat. R17C4452702007 VOLVO VIN# 4V4NC9KJ77N4780672007 FREIGHTLINER VIN# 1FUJ
 Collat. A6CV37PX585342007 VOLVO VIN# 4V4MC9GF11N3187912011 OTTAWA VIN# 11VF81
 Collat. 3E0BA000065 FILING ALSO INCLUDES ANY AND ALL FUTURE ATTACHMENTS, UPGRADES
 Collat. OR MODIFICATIONS DONE TO SAID EQUIPMENT.
 Collat. ALL EQUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. FILING INCLUDES ALL E
 Collat. QUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. INCLUDING BUT NOT LIMITED
 Collat. TO:1998 FREIGHTLINER VIN# 2FUPCSZB9WA9109191999 FREIGHTLINER VIN#
 Collat. 1FUYSSEB1XLA081942004 FREIGHTLINER VIN# 1FUJBBCK14LM700732004 INTERNATIONAL
 Collat. VI
 Collat. N# 1HSHXAXR74J0904562005 CAPACITY VIN# 4LMBF21105L0162752005 PETER
 Collat. BILT VIN# 1XP5DB9X35D8612392005 INTERNATIONAL VIN# 3HSCNAPR15N05175
 Collat. 02005 INTERNATIONAL VIN# 3HSCNAPR95N0381322006 PETERBILT VIN# 1XP7
 Collat. DB9X46D8870042006 PETERBILT VIN# 1XP7DB9X66D8870052006 FREIGHTLINE
 Collat. R VIN# 1FUJBBCKX6LN900672007 INTERNATIONAL VIN# 2HSCNAPR17C3120242007
 Collat. FREIGHTL
 Collat. INER VIN# 1FUJBBAV77LV923872007 FREIGHTLINER VIN# 1FUJA6CV57LX131342007
 Collat. FREIGH
 Collat. TLINER VIN# 1FUJBBAV97LY532442007 INTERNATIONAL VIN# 2HSCNAPR17C4452702007
 Collat. VOL
 Collat. VO VIN# 4V4NC9KJ77N4780672007 FREIGHTLINER VIN# 1FUJA6CV37PX585342
 Collat. 007 VOLVO VIN# 4V4MC9GF11N3187912011 OTTAWA VIN# 11VF81
 Collat. 3E0BA000065 FILING ALSO INCLUDES ANY AND ALL FUTURE ATTACHMENTS, UPGRADES
 Collat. OR MO
 Collat. DIFICATIONS DONE TO SAID EQUIPMENT.

6 160019863670 Original filed on 06/17/2016 at 1440
 expires on 06/17/2021 (Green Flag.)

Debtor OWENS DOUG SIDNEY
 1402 MICAH WAY
 KELLER TX 762480000

Debtor PRO RESOURCES I, LLC
 9401 N FREEWAY
 FT. WORTH TX 76177

SecPty KLC CAPITAL PARTNERS, LLC
 3514 COUNTY ROAD 101
 MINNETONKA MN 55345

SecPty KLC FINANCIAL, INC.
 3514 COUNTY ROAD 101
 MINNETONKA MN 55345

Collat. ALL EQUIPMENT LISTED ON MASTER LEASE NUMBER 3367A-001 FILING INCLUDES ALL EQUIPM

Collat. ENT LISTED ON MASTER LEASE NUMBER 3367A-001. INCLUDING BUT NOT LIMITED TO: Equi

Collat. pment listed on Schedule 001.2013 Wilson 43' Trailer VIN 4VWW443A6D66201722013

Collat. Wilson 43' Semi Trailer VIN# 4VWW4432A8D66200892013 Wilson 43' Trailer VIN# 4VWW

EXHIBIT B

Collat. 4432A6D66200882013 Wilson 43' Semi Trailer VIN# 4WW4412A7D7704581 FILING ALSO I
Collat. NCLUDES ANY AND ALL FUTURE ATTACHMENTS, UPGRADES OR MODIFICATIONS DONE
TO SAID E
Collat. QUIPMENT.

Terminated

- 7 100028546086 Federal Lien filed on 10/04/2010 at 1700
expires on 11/18/2019 (Red Flag - Tax Lien.)

Debtor PRO RESOURCES I LLC
9401 NORTH FWY
FORT WORTH TX 761777623

Debtor WALKER HENRY EDDIE
9401 NORTH FWY
FORT WORTH TX 761777623

SecPty INTERNAL REVENUE SERVICE
P O BOX 145595 MC 8420G
CINCINNATI OH 452505595

1100145137 filed on 05/16/2011 Film# 368210870011
Term

- 8 110003045266 Federal Lien filed on 01/31/2011 at 1700
expires on 01/26/2021 (Red Flag - Tax Lien.)

Debtor PRO RESOURCES I LLC
9401 NORTH FWY
FORT WORTH TX 761777623

Debtor WALKER HENRY EDDIE
9401 NORTH FWY
FORT WORTH TX 761777623

SecPty INTERNAL REVENUE SERVICE
P O BOX 145595 MC 8420G
CINCINNATI OH 452505595

1100247992 filed on 08/23/2011 Film# 385374400007
Term

Report generated on 10/20/2016 at 09:51 AM CST

[End of Report]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Michael Childers 501-377-7684 |
| B. E-MAIL CONTACT AT FILER (optional) [REDACTED] |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Michael Childers Equipment Finance, 13th floor 425 W. Capitol Ave Little Rock, AR 72201 |

RECEIVED
SEP - 2 2014
CLK TB

14-0028154641

09/02/2014 05:00 PM



FILED

TEXAS
SECRETARY OF STATE

SOS



566217330002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | |
|--|-------------------------|-------------------------------|-----------------------------|
| 1a. ORGANIZATION'S NAME Pro Resources I, LLC | | | |
| OR 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 9401 N Freeway | CITY Ft Worth | STATE TX | POSTAL CODE 76177 |
| COUNTRY | | | |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | |
|-----------------------------|---------------------|-------------------------------|-------------|
| 2a. ORGANIZATION'S NAME | | | |
| OR 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE |
| COUNTRY | | | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | |
|---|----------------------------|-------------------------------|-----------------------------|
| 3a. ORGANIZATION'S NAME Simmons First National Bank | | | |
| OR 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 425 W. Capitol Ave, 13th floor | CITY Little Rock | STATE AR | POSTAL CODE 72201 |
| COUNTRY | | | |

4. COLLATERAL: This financing statement covers the following collateral:

2008 UTILITY TRAILER W/ THERMO KING REEFER VIN 1UYVS25358M564506 S/N 60010285299; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing

| |
|---|
| 5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative |
| 6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility |
| 6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing |
| 7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor |
| 8. OPTIONAL FILER REFERENCE DATA: 86066677 |

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CT Lien Solutions |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA |

FILING NUMBER: 15-0023879984

FILING DATE: 07/27/2015 03:31 PM

DOCUMENT NUMBER: 618075430001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|---|--|--------------------------|-------------------------------|-----------------------------|
| OR | 1a. ORGANIZATION'S NAME PRO RESOURCES I, LLC | | | |
| | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS PO Box 1294 | | CITY Grapevine | STATE TX | POSTAL CODE 76099 |
| | | | COUNTRY USA | |

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|---------------------|--------------------------|---------------------|-------------------------------|-------------|
| OR | 2a. ORGANIZATION'S NAME | | | |
| | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| | | | COUNTRY | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

| | | | | |
|--|---|----------------------------|-------------------------------|-----------------------------|
| OR | 3a. ORGANIZATION'S NAME Marquette Transportation Finance, LLC | | | |
| | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 1600 West 82nd Street, Suite 250 | | CITY Bloomington | STATE MN | POSTAL CODE 55431 |
| | | | COUNTRY USA | |

4. COLLATERAL: This financing statement covers the following collateral:
Client grants to Marquette Transportation Finance, Inc. a security interest in all of Client's present and hereafter arising accounts, including but not limited to, all rights of Client to the payment of money, whether now existing or hereafter arising, whether or not earned, and howsoever evidenced or arising, including (without limitation) all present and future Accounts, all of Client's other accounts; chattel paper, instruments, payment intangibles, general intangibles, and documents whether or not considered an Account under the terms of this Agreement; all assets including, without limitation, records, inventory, equipment of every kind and description (other than rolling stock consisting of titled tractors and trailers of Client); furniture and fixtures; deposit accounts; money; investment property; letters of credit; notes; tax refunds and insurance proceeds, all as defined in the Uniform Commercial Code and all proceeds thereof; and in Client's Reserve, as security for the performance of all of Client's obligations hereunder and the payment of any other obligation or indebtedness owed by Client to Marquette Transportation Finance, Inc.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

EXHIBIT B

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CT Lien Solutions |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA |

FILING NUMBER: 15-00247146
 FILING DATE: 08/03/2015 01:09 PM
 DOCUMENT NUMBER: 620544060001
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | | | |
|--|--------------------------|---|---|
| 1a. INITIAL FINANCING STATEMENT FILE NUMBER 15-0023879984 | | 1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC9Ad) and provide Debtor's name in item 13 | |
| 2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement | | | |
| 3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9. For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8 | | | |
| 4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law | | | |
| 5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes. This Change affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. AND Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. | | | |
| 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b) | | | |
| 6a. ORGANIZATION'S NAME | | | |
| OR | 6b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) | | | |
| 7a. ORGANIZATION'S NAME | | | |
| OR | 7b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 7c. MAILING ADDRESS | | CITY | STATE POSTAL CODE COUNTRY |
| 8. <input checked="" type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input checked="" type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral: All of Borrower's present and future Accounts, all of Borrower's other accounts; chattel paper, instruments, payment intangibles, general intangibles, and documents whether or not considered an Account under the terms of this Agreement; all assets including, without limitation, records, inventory, equipment of every kind and description (other than rolling stock consisting of titled tractors and trailers of Borrower); furniture and fixtures; deposit accounts; money; investment property; letters of credit; notes; tax refunds and insurance proceeds, borrowers reserve; all as defined in the Uniform Commercial Code and all proceeds thereof; as security for the performance of all of | | | |
| 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor | | | |
| 9a. ORGANIZATION'S NAME Marquette Transportation Finance, LLC | | | |
| OR | 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 10. OPTIONAL FILER REFERENCE DATA: | | | |

page 2

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

| | |
|---|--|
| 11. INITIAL FINANCING STATEMENT FILE NUMBER Same as item 1a on Amendment form 15-0023879984 | |
| 12. NAME of PARTY AUTHORIZING THIS AMENDMENT Same as item 9 on Amendment form | |
| OR | 12a. ORGANIZATION'S NAME Marquette Transportation Finance, LLC |
| | 12b. INDIVIDUAL'S SURNAME |
| | FIRST PERSONAL NAME |
| | ADDITIONAL NAME(S)/INITIAL(S) |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

| | | | | |
|----|---------------------------|---------------------|-------------------------------|--------|
| OR | 13a. ORGANIZATION'S NAME | | | |
| | 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

borrowers obligations hereunder and the payment of any other obligation or indebtedness owed by borrower to Marquette Transportation Finance, Inc.

15. THIS FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

17. Description of real estate:

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

18. MISCELLANEOUS:

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CSC |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 USA |

FILING NUMBER: 16-0019853417

FILING DATE: 06/17/2016 01:53 PM

DOCUMENT NUMBER: 676236490001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|--|---------------------------|-------------------------------|-----------------------------|
| OR | 1a. ORGANIZATION'S NAME PRO RESOURCES I, LLC | | | |
| | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 9401 North Freeway | | CITY Fort Worth | STATE TX | POSTAL CODE 76177 |
| | | COUNTRY USA | | |

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|---|---------------------------|-------------------------------|-----------------------------|
| OR | 2a. ORGANIZATION'S NAME PRO RESOURCES I | | | |
| | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS 9401 North Freeway | | CITY Fort Worth | STATE TX | POSTAL CODE 76177 |
| | | COUNTRY USA | | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

| | | | | |
|--|--|----------------------------|-------------------------------|-----------------------------|
| OR | 3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE | | | |
| | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS P.O. BOX 2576 UCCSPREP@CSCINFO.COM | | CITY Springfield | STATE IL | POSTAL CODE 62708 |
| | | COUNTRY USA | | |

4. COLLATERAL: This financing statement covers the following collateral:
All Assets now owned or hereafter acquired and wherever located, including but not limited to, the following subcategories of assets: a. Accounts, including but not limited to, credit card receivables; b. Chattel Paper; c. Inventory; d. Equipment; e. Instruments, including but not limited to, Promissory Notes; f. Investment Property; g. Documents; h. Deposit Accounts; i. Letter of Credits Rights; j. General Intangibles; k. Supporting Obligations; and l. Proceeds and Products of the foregoing. NOTICE PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH THE SECURED PARTY'S RIGHT BY SUCH ENCUMBRANCER IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box.

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

[117580544]

FILING OFFICE COPY

EXHIBIT B

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CT Lien Solutions |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA |

FILING NUMBER: 16-0006572825
 FILING DATE: 03/01/2016 10:58 AM
 DOCUMENT NUMBER: 658642370001
 FILED: Texas Secretary of State
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|--|--------------------------|-------------------------------|-----------------------------|
| OR | 1a. ORGANIZATION'S NAME Pro Resources I, LLC | | | |
| | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 9401 N Freeway | | CITY Ft. Worth | STATE TX | POSTAL CODE 76177 |
| | | | | COUNTRY USA |

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|--|------------------------------------|--|-----------------------------|
| OR | 2a. ORGANIZATION'S NAME | | | |
| | 2b. INDIVIDUAL'S SURNAME Owens | FIRST PERSONAL NAME Doug | ADDITIONAL NAME(S)/INITIAL(S) Sidney | SUFFIX |
| 2c. MAILING ADDRESS 1402 Micah Way | | CITY Keller | STATE TX | POSTAL CODE 76248 |
| | | | | COUNTRY USA |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

| | | | | |
|--|---|---------------------------|-------------------------------|-----------------------------|
| OR | 3a. ORGANIZATION'S NAME KLC Financial, Inc. | | | |
| | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 3514 County Road 101 | | CITY Minnetonka | STATE MN | POSTAL CODE 55345 |
| | | | | COUNTRY USA |

4. COLLATERAL: This financing statement covers the following collateral:
 ALL EQUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. FILING INCLUDES ALL EQUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. INCLUDING BUT NOT LIMITED TO: 1998 FREIGHTLINER VIN# 2FUPCSZB9WA910919 1999 FREIGHTLINER VIN# 1FUYSSEB1XLA08194 2000 FORD F250 VIN# 1FTNX2OF2YEA52004 2003 INTERNATIONAL VIN# 3HSCNAPR15N015750 2004 FREIGHTLINER VIN# 1FUJBBCK14LM70073 2004 INTERNATIONAL VIN# 1HSHXAXR74J090456 2005 CAPACITY VIN# 4LMBF21195L016274 2005 CAPACITY VIN# 4LMBF21105L016275 2005 PETERBILT VIN# 1XP5DB9X35D861239 2005 KALMAR VIN# 311471 2005 INTERNATIONAL VIN# 3HSCNAPR15N051750 2005 INTERNATIONAL VIN# 3HSCNAPR95N038132 2006 FREIGHTLINER VIN# 1FUJA6CK77LX52023 2006 PETERBILT VIN# 1XP7DB9X46D887004 2006 PETERBILT VIN# 1XP7DB9X66D887005 2006 FREIGHTLINER VIN# 1FUJBBCKX6LN90067 2007 INTERNATIONAL VIN# 2HSCNAPR17C312024 2007 FREIGHTLINER VIN# 1FUJBBV77LV92387 2007 FREIGHTLINER VIN# 1FUJA6CV27DX42889 2007 FREIGHTLINER VIN# 1FUJA6CV57LX13134 2007 FREIGHTLINER VIN# 1FUJBBV97LY53244 2007 INTERNATIONAL VIN# 2HSCNAPR17C445270 2007 VOLVO VIN# 4V4NC9KJ77N478067 2007 FREIGHTLINER VIN# 1FUJA6CV37PX58534 2007 VOLVO VIN# 4V4MC9GF11N318791 2011 OTTAWA VIN# 11VF813E0BA000065 FILING ALSO INCLUDES ANY AND ALL FUTURE ATTACHMENTS, UPGRADES OR MODIFICATIONS DONE TO SAID EQUIPMENT.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor Is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

page 2

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐OR
9a. ORGANIZATION'S NAME
Pro Resources I, LLC
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10cOR
10a. ORGANIZATION'S NAME

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)OR
11a. ORGANIZATION'S NAME**KLC CAPITAL PARTNERS, LLC**

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

3514 County Road 101

CITY

Minnetonka

STATE

MN

POSTAL CODE

55345

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY

EXHIBIT B

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CT Lien Solutions |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA |

FILING NUMBER: 16-00083070

FILING DATE: 03/15/2016 03:48 PM

DOCUMENT NUMBER: 661052900001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | | | |
|---|---|---|---------------------------|
| 1a. INITIAL FINANCING STATEMENT FILE NUMBER 16-0006572825 | | 1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13 | |
| 2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement | | | |
| 3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b <u>and</u> address of Assignee in item 7c <u>and</u> also name of Assignor in item 9. For partial assignment, complete item 7 and 9 <u>and</u> also indicate affected collateral in item 8 | | | |
| 4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law | | | |
| 5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes. This Change affects <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record. <u>AND</u> Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. | | | |
| 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b) | | | |
| 6a. ORGANIZATION'S NAME | | | |
| OR | 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX | | |
| 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) | | | |
| 7a. ORGANIZATION'S NAME | | | |
| OR | 7b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX | | |
| 7c. MAILING ADDRESS | | CITY | STATE POSTAL CODE COUNTRY |
| 8. <input checked="" type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input checked="" type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral: | | | |
| ALL EQUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. FILING INCLUDES ALL EQUIPMENT LISTED ON EQUIPMENT FINANCE AGREEMENT 3287A. INCLUDING BUT NOT LIMITED TO: 1998 FREIGHTLINER VIN# 2FUPCSZB9WA910919 1999 FREIGHTLINER VIN# 1FUYSSEB1XLA08194 2004 FREIGHTLINER VIN# 1FUJBCK14LM70073 2004 INTERNATIONAL VIN# 1HSHXAXR74J090456 2005 CAPACITY VIN# 4LMBF21105L016275 2005 PETERBILT VIN# 1XP5DB9X35D861239 2005 INTERNATIONAL VIN# 3HSCNAPR15N051750 2005 INTERNATIONAL VIN# 3HSCNAPR95N038132 2006 PETERBILT VIN# 1XP7DB9X46D887004 2006 PETERBILT VIN# 1XP7DB9X66D887005 2006 FREIGHTLINER VIN# | | | |
| 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) | | | |
| If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor | | | |
| 9a. ORGANIZATION'S NAME KLC Financial, Inc. | | | |
| OR | 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX | | |
| 10. OPTIONAL FILER REFERENCE DATA: | | | |

page 2

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

| | |
|---|--|
| 11. INITIAL FINANCING STATEMENT FILE NUMBER Same as item 1a on Amendment form 16-0006572825 | |
| 12. NAME of PARTY AUTHORIZING THIS AMENDMENT Same as item 9 on Amendment form | |
| OR | 12a. ORGANIZATION'S NAME KLC Financial, Inc. |
| | 12b. INDIVIDUAL'S SURNAME |
| | FIRST PERSONAL NAME |
| | ADDITIONAL NAME(S)/INITIAL(S) |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | | | | |
|---|---------------------------|---------------------|-------------------------------|--------|
| 13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13); Provide only <u>one</u> Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit | | | | |
| OR | 13a. ORGANIZATION'S NAME | | | |
| | 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

1FUJBBCKX6LN90067 2007 INTERNATIONAL VIN# 2HSCNAPR17C312024 2007
 FREIGHTLINER VIN# 1FUJBBV77LV92387 2007 FREIGHTLINER VIN#
 1FUJA6CV57LX13134 2007 FREIGHTLINER VIN# 1FUJBBV97LY53244 2007
 INTERNATIONAL VIN# 2HSCNAPR17C445270 2007 VOLVO VIN#
 4V4NC9KJ77N478067 2007 FREIGHTLINER VIN# 1FUJA6CV37PX58534 2007 VOLVO
 VIN# 4V4MC9GF11N318791 2011 OTTAWA VIN#
 11VF813E0BA000065 FILING ALSO INCLUDES ANY AND ALL FUTURE ATTACHMENTS, UPGRADES
 OR MODIFICATIONS DONE TO SAID EQUIPMENT.

| | | |
|---|--|---------------------------------|
| 15. THIS FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing | | 17. Description of real estate: |
| 16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest): | | |
| 18. MISCELLANEOUS: | | |

page 3

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

| | |
|---|--|
| 11. INITIAL FINANCING STATEMENT FILE NUMBER Same as item 1a on Amendment form 16-0006572825 | |
| 12. NAME of PARTY AUTHORIZING THIS AMENDMENT Same as item 9 on Amendment form | |
| OR | 12a. ORGANIZATION'S NAME KLC Financial, Inc. |
| | 12b. INDIVIDUAL'S SURNAME |
| | FIRST PERSONAL NAME |
| | ADDITIONAL NAME(S)/INITIAL(S) |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

14. ADDITIONAL SPACE

| | | | | |
|-------------------------------------|---|---------------------|-------------------------------|--------|
| 9. AUTHORIZING PARTIES (continued): | | | | |
| OR | 9a. ORGANIZATION'S NAME KLC CAPITAL PARTNERS, LLC | | | |
| | 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CT Lien Solutions |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA |

FILING NUMBER: 16-0019863670

FILING DATE: 06/17/2016 02:40 PM

DOCUMENT NUMBER: 676253660001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | | | |
|--|--------------------------|--------------------------|--------------------|-----------------------------|-------------------------------|--------|
| 1a. ORGANIZATION'S NAME Pro Resources I, LLC | 1b. INDIVIDUAL'S SURNAME | | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| OR | | | | | | |
| 1c. MAILING ADDRESS 9401 N Freeway | | CITY Ft. Worth | STATE TX | POSTAL CODE 76177 | COUNTRY USA | |

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | | | |
|--|--------------------------|-----------------------|--------------------|----------------------------------|-------------------------------|--------|
| 2a. ORGANIZATION'S NAME | 2b. INDIVIDUAL'S SURNAME | | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| OR | | | | | | |
| | Owens | | | Doug | Sidney | |
| 2c. MAILING ADDRESS 1402 Micah Way | | CITY Keller | STATE TX | POSTAL CODE 76248-0000 | COUNTRY USA | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

| | | | | | | |
|---|--------------------------|---------------------------|--------------------|-----------------------------|-------------------------------|--------|
| 3a. ORGANIZATION'S NAME KLC Financial, Inc. | 3b. INDIVIDUAL'S SURNAME | | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| OR | | | | | | |
| 3c. MAILING ADDRESS 3514 County Road 101 | | CITY Minnetonka | STATE MN | POSTAL CODE 55345 | COUNTRY USA | |

4. COLLATERAL: This financing statement covers the following collateral:
ALL EQUIPMENT LISTED ON MASTER LEASE NUMBER 3367A-001 FILING INCLUDES ALL EQUIPMENT LISTED ON MASTER LEASE NUMBER 3367A-001. INCLUDING BUT NOT LIMITED TO: Equipment listed on Schedule 001. 2013 Wilson 43' Trailer VIN 4VW443A6D6620172 2013 Wilson 43' Semi Trailer VIN# 4VW4432A8D5620089 2013 Wilson 43' Trailer VIN# 4VW4432A6D6620088 2013 Wilson 43' Semi Trailer VIN# 4VW4412A7D7704581 FILING ALSO INCLUDES ANY AND ALL FUTURE ATTACHMENTS, UPGRADES OR MODIFICATIONS DONE TO SAID EQUIPMENT.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

page 2

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

| | |
|-------------------------------|--|
| OR | 9a. ORGANIZATION'S NAME Pro Resources I, LLC |
| | 9b. INDIVIDUAL'S SURNAME |
| FIRST PERSONAL NAME | |
| ADDITIONAL NAME(S)/INITIAL(S) | |
| SUFFIX | |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

| | |
|--|---------------------------|
| OR | 10a. ORGANIZATION'S NAME |
| | 10b. INDIVIDUAL'S SURNAME |
| INDIVIDUAL'S FIRST PERSONAL NAME | |
| INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | |
| SUFFIX | |

| | | | | |
|----------------------|------|-------|-------------|---------|
| 10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|------|-------|-------------|---------|

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

| | |
|-------------------------------|--|
| OR | 11a. ORGANIZATION'S NAME KLC CAPITAL PARTNERS, LLC |
| | 11b. INDIVIDUAL'S SURNAME |
| FIRST PERSONAL NAME | |
| ADDITIONAL NAME(S)/INITIAL(S) | |
| SUFFIX | |

| | | | | |
|---|---------------------------|--------------------|-----------------------------|-----------------------|
| 11c. MAILING ADDRESS 3514 County Road 101 | CITY Minnetonka | STATE MN | POSTAL CODE 55345 | COUNTRY USA |
|---|---------------------------|--------------------|-----------------------------|-----------------------|

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY

EXHIBIT B

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CT Lien Solutions |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA |

FILING NUMBER: 16-0030534496

FILING DATE: 09/15/2016 09:51 AM

DOCUMENT NUMBER: 689773880001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|---|---------------------------|-------------------------------|-----------------------------|
| OR | 1a. ORGANIZATION'S NAME Pro Resources I LLC | | | |
| | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 9401 North Freeway | | CITY Fort Worth | STATE TX | POSTAL CODE 76177 |
| COUNTRY USA | | | | |

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|--|------------------------------------|--|-----------------------------|
| OR | 2a. ORGANIZATION'S NAME | | | |
| | 2b. INDIVIDUAL'S SURNAME Owens | FIRST PERSONAL NAME Doug | ADDITIONAL NAME(S)/INITIAL(S) Sidney | SUFFIX |
| 2c. MAILING ADDRESS 1402 Micah Way | | CITY Keller | STATE TX | POSTAL CODE 76248 |
| COUNTRY USA | | | | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

| | | | | |
|--|---|-------------------------|-------------------------------|-----------------------------|
| OR | 3a. ORGANIZATION'S NAME Fox Capital Group | | | |
| | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 140 Broadway, 46th Floor | | CITY New York | STATE NY | POSTAL CODE 10005 |
| COUNTRY USA | | | | |

4. COLLATERAL: This financing statement covers the following collateral:

All assets now or hereafter acquired and wherever located, including but not limited to, the following subcategories of assets: a. Accounts, including but not limited to, credit card receivables b. chattel paper c. inventory d.

equipment e. instruments, including but not limited to, promissory notes; f.

investment property; g. documents h. deposit accounts; i. letter of credit

rights; j. general intangibles; k. supporting obligations; proceeds of products

of the foregoing. NOTICE PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED

PARTY, DEBTOR HAS AGREED TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN,

THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTUOUS INTERFERENCE WITH THE

SECURED PARTY'S RIGHT BY SUCH ENCUMBRANCE IN THE EVENT THAT ANY ENTITY IS

GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL, PAPER OR GENERAL

INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY'S ASSERTS A CLAIM TO ANY

PROCEEDS THEREOF RECEIVED BY SUCH ENTITY.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box.

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

EXHIBIT B