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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:)	BK-S-17-10762-ABL
)	
TRIPLE J TOURS, INC., doing business as)	Chapter 11
Triple J Tours,)	
)	DEBTOR'S MOTION FOR
)	AUTHORIZATION TO ENTER INTO
)	LEASE FOR COACHES WITH
)	CHARABANC, LLC
)	
Chapter 11 Debtor.)	Date of Hearing: November 29, 2017
)	Time of Hearing: 1:30 p.m.

COMES NOW, Triple J Tours, Inc., Debtor-in-Possession, and hereby files this Motion to Motion for Authorization to Enter into Lease with Charaban, LLC. This Motion is made and based upon 11 U.S.C. § 365, Federal Rule of Bankruptcy Procedure 6004(a), the following Points and Authorities, the Declaration of Jonathan Brazzell, the pleadings on file herein and any argument of counsel in this matter.

POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

Triple J Tours, Inc., the Chapter 11 Debtor and Debtor-In-Possession has been operating as a tour coach business, providing transportation in buses of between 50 and 56 passenger capacity, to conventions and tours. In 2016, the company was hit with maintenance issues that were a double-edged sword. Not only was money being spent for repairs in the tens of

1 thousands, there was a loss of income from either turning business down or subcontracting with
2 other companies to provide the service. The Petition for Relief under Chapter 11 was filed on
3 February 21, 2017, as a result of three (3) of the coaches being repossessed. *See* Docket No. 1.

4
5 Subsequent to the filing of the Bankruptcy Petition, Debtor has been in the process of
6 reorganizing. Debtor has obtained new contacts from suppliers, such as fuel and tires, and has
7 been subject to Orders of this Court requiring the surrender of seven (7) coaches, two that were
8 leased from Volvo Financial Services and the Advantage Funding Commercial Capital Corp. As
9 a result, Debtor has agreed to an Equipment Lease Agreement with Charabanc, LLC for four (4)
10 coaches for five (5) years upon court approval. *See* Exhibit "1", Charabanc, LLC Equipment
11 Lease.¹ The new lease is for newer and cheaper than the coaches that have been surrendered.
12 Triple J Tours, Inc. has just agreed to a new lease agreement for four (4) coaches, at a rate of
13 \$4,000 per month per coach or \$16,000. *See* Exhibit "1", Charabanc, LLC Equipment Lease
14 attached hereto. The leases are for similar coaches as the Volvo Lease, which was rejected a
15 month ago. The instant lease is for 2010 Volvo 9700 Motor Coaches and the lease for the two
16 Volvo Financial Services Coaches were \$12,358.17. *See* Stipulation for Relief from the
17 Automatic Stay, page 1, line 27. (ECF No. 56). So, for two coaches under the proposed lease
18 versus what was being paid to Volvo Financial Services provides a savings of \$4,358.17.
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20

21 The other provider of leases that have now been abandoned was Advantage Funding
22 Commercial Capital Corp. which Triple J Tours, Inc. was obligated to pay \$5,245.00 on the first
23 least and \$6,575.00 on the second lease, for a total monthly payment of \$11,820.00 for two (2)
24 coaches. Again, the new lease would cost \$8,000.00 for the two coaches, a savings of
25 \$3,820.00. The new lease saves the Debtor-in-Possession \$8,178.17 per month.
26

27 ¹ Because the proposed leases require Court approval prior to becoming a binding contract,
28 Exhibit "1", the Equipment Lease has not yet been executed.

1 The four (4) Volvo 9700 Motor Coaches having the following Vehicle Identification
2 Numbers: 3CET2M62XA5142481, 3CET2M629A5133395, 3CET2M628A5142476, and
3 3CET2M62XA5142478. *See* Schedule 01 to Equipment Lease Agreement, attached to it as page
4 5. The lease is for sixty (60) months. The Lessor may seek to file a UCC-1 or other financing
5 statement. *See id.* The leases contemplate 45,000 miles of use per year and excess mileage will
6 be at a rate of 40 cents per mile. *See id.*, attached to it as page 6.

8 II.

9 STATEMENT OF LAW

10 1. Jurisdiction

11 This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157(a) § 1334.
12 Venue is proper pursuant to 28 U.S.C. § 1408 and § 1409. This is a core proceeding.

13 2. Debtor requests that this Court authorize Triple J Tours, Inc. to enter into the 14 Equipment Lease Agreement with Charabanc, LLC

15 Debtor is still reorganizing, obtained an Equipment Lease Agreement with Charabanc,
16 LLE for four (4) coaches, following the return of seven (7) of the nine (9) coaches it had as of
17 the date of the Petition. The coaches cost \$4,000 per month for each of them, making the
18 agreement for \$16,000 per month for the four coaches. The four (4) Volvo 9700 Motor
19 Coaches having the following Vehicle Identification Numbers: 3CET2M62XA5142481,
20 3CET2M629A5133395, 3CET2M628A5142476, and 3CET2M62XA5142478. *See* Schedule 01
21 to Equipment Lease Agreement, attached to it as page 5. The lease is for sixty (60) months.
22 The Lessor may seek to file a UCC-1 or other financing statement. *See id.* The leases
23 contemplate 45,000 miles of use per year and excess mileage will be at a rate of 40 cents per
24 mile. *See id.*, attached to it as page 6.

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26
27 Triple J Tours, Inc. is operating its business 11 U.S.C. § 1107(a) and 1108. After notice
28

1 and hearing, the trustee may use, other in the normal course of business, property of the estate.
2 *See* 11 U.S.C. § 363(b)(1). The Court may authorize the transaction if a sound business
3 purpose exists for doing so. *See Simantob v. Claims Prosecutor, LLC (In re Lahijani)*, 325 B.R.
4 282, 288-89 (9th Cir. BAP 2005). If the “debtor articulates a reasonable basis for its business
5 decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not
6 entertain objections to the debtor’s conduct.” *In re Johns-Mansville Corp.*, 60 B.R. 612, 616
7 (Bankr. S.D.N.Y. 1986). A debtor-in-possession “has discretionary authority to exercise his
8 business judgment in operating the debtors’ business similar to the discretionary authority to
9 exercise business judgment given to an officer or director of a corporation.” *In re Commercial*
10 *Mortg. & Fin.*, 414 B.R. 389, 394 (Bankr. N.D. Ill. 2009). “[A] debtor-in-possession’s role as
11 the equivalent of a trustee under § 1107(a) and its duty to protect the going concern value of an
12 operating business in a Chapter 11 provided the “bridge that makes application to the Doctrine
13 of Necessity ‘necessary or appropriate to carry out the provisions of the Bankruptcy Code.’” *In*
14 *re Cei Roofing, Inc.*, 315 B.R. 50, 56 (Bankr. N.D. Tex., 2004) citing *In re Coserv, L.L.C.*, 273
15 B.R. 487, 497 (Bankr. N.D. Tex., 2002) quoting 11 U.S.C. § 105(a). Notice of a proposed use,
16 sale, or lease of property, other than cash collateral, not in the ordinary course of business shall
17 be given pursuant to Rule 2002(a)(2), (c)(1), (i), and (k) and, if applicable, in accordance with
18 §363(b)(2) of the Code.” Federal Rule of Bankruptcy Procedure Rule 6004(a).
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22 There are ample business justifications to support the Court’s allowance of Triple J
23 Tours, Inc. to enter into this Equipment Lease Agreement. Most importantly, the Debtor needs
24 buses to continue its business; without them, there would be no reorganization and the case
25 would probably be converted to one under Chapter 7. The terms of the lease agreement are far
26 superior than that Triple J Tours, Inc. entered into years prior to the filing of the Bankruptcy
27 Petition and its financial difficulties. By entering into this Agreement, Debtor will be able to
28

1 operate and save over \$8,000 per month than it would have with the rejected leases with Volvo
2 Financial Services and Advantage Funding Commercial Capital Corp. easily satisfying the
3 business judgment rule requirements.
4

5 Finally, so that there is no delay in the use of the coaches, Debtor requests that the Court
6 waive the fourteen (14) day stay of an order authorizing the use, sale, or lease of property as
7 required by Bankruptcy Rule 6004(h).

8 Dated this 1st day of November, 2017.

9 JEFFREY A. COGAN, ESQ., LTD.

10 By: /s/ Jeffrey A. Cogan, Esq.
11 Jeffrey A. Cogan, Esq.
12 Nevada Bar No. 4569
13 6900 Westcliff Drive, Suite 502
14 Las Vegas, Nevada 89145
Attorney for Debtor-in-Possession
Triple J Tours, Inc.

15 **DECLARATION OF JONATHAN LUKE BRAZZELL**

16 I, Jonathan Luke Brazzell, do hereby declare:

17 1. I am the President and Chief Executive Officer of Debtor, Triple J Tours, Inc., I
18 am competent to testify and make this declaration upon my own personal knowledge.

19 2. I have reviewed the proposed lease with Charabanc, LLC for four (4) coaches
20 which would cost \$16,000 per month. These savings of \$8,178.17 is significant on our gross
21 earnings of approximately an average of \$150,000 per month. I believe that Triple J Tours,
22 Inc. as a result of this significant savings as well as other steps it has taken, gives it a reasonable
23 chance of reorganizing.
24

25 3. Without these coaches, the reorganization of this Debtor will be very difficult as
26 the coaches would be essential for future operations.
27

28 I, Jonathan Luke Brazzell, do declare under 28 U.S.C. § 2846 that the foregoing is true

1 and correct to the best of my knowledge, this 1st day of November, 2017.

2
3
4 /s/ L. Brazzell
Jonathan Luke Brazzell

EXHIBIT “1”

CHARABANC, LLC**EQUIPMENT LEASE**Lease Date: October 3, 2017Lease No.: 23875-001-01

LESSOR:	LESSEE:
CHARABANC, LLC 102 Colony Park Dr., suite 700 Cumming, GA 30040	Triple J Tours, Inc. 4455 South Cameron Las Vegas, NV 89103

Lessee is a (Check One) CORPORATION X PARTNERSHIP _____ PROPRIETORSHIP _____ LIMITED LIABILITY COMPANY _____THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF Georgia**EQUIPMENT SCHEDULE**

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

EQUIPMENT LOCATION (If other than above address of Lessee):

TERM	PAYMENT PERIODS	NUMBER OF RENTAL PAYMENTS	RENTAL AMOUNT PER PERIODIC PAYMENT (PLUS TAXES IF APPLICABLE)	ADVANCE RENTAL
60	Monthly	<u>2</u> @ <u>58</u> @	\$16,000.00 \$16,000.00	\$32,000.00

RENTAL COMMENCEMENT DATE: October 3, 2017	SECURITY DEPOSIT: 0	RENEWAL RENT: 0	ESTIMATED DATE OF SHIPMENT 10/4/2017
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SPECIAL PROVISIONS:

NOTE: LESSEE GRANTS LESSOR THE AUTHORITY TO FILE THIS LEASE AS A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE WITH RESPECT TO ALL SECURITY INTERESTS CREATED HEREBY.**TERMS AND CONDITIONS OF LEASE**

1. LEASE: Lessor leases to Lessee and Lessee leases from Lessor the Equipment described in the above Equipment Schedule ("Schedule"). The word "Equipment" shall mean all units of equipment described in the Schedule together with all parts, replacements, additions, repairs, accessions, attachments and accessories now or hereafter incorporated therein or affixed thereto and all proceeds thereof.

2. NO WARRANTY: LESSOR NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE ANY WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO ITS DESIGN, QUALITY, CAPABILITY, OR CONDITION OR AS TO ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT, OR AS TO THE CONDITION OF TITLE TO THE EQUIPMENT, AND SPECIFICALLY AS TO WHETHER SUCH TITLE IS FREE AND CLEAR OF LIENS, SECURITY INTERESTS AND OTHER ENCUMBRANCES. LESSEE FURTHER ACKNOWLEDGES THAT IT IS LEASING THE EQUIPMENT IN AN "AS IS" CONDITION. Lessee acknowledges that the Equipment is of a size, design, capacity and manufacture selected, solely by it; that Lessor is not the manufacturer or vendor, of the Equipment or an agent of the manufacturer or vendor; that Lessee has authorized and directed Lessor to purchase the Equipment from the manufacturer or vendor and Lessee looks solely to the manufacturer or vendor for delivery and installation of the Equipment. Lessor shall not be liable for specific performance of this Lease or for damages of any type, if, with or without cause, the manufacture or vendor fails to timely deliver and/or install the Equipment and Lessor shall have no obligation to inspect, install, test, adjust, maintain or otherwise repair or service the Equipment nor shall it be liable for any defects, latent or patent, in any of the Equipment. Lessor will assign to Lessee, to the extent assignable, any warranties of the manufacturer or vendor, provided that (i) Lessee is not in default hereafter; (ii) any recoveries are used to repair or replace defective Equipment and (iii) any action by Lessee shall be at its sole cost and expense.

3. RENT: Lessee shall pay to Lessor the aggregate rentals shown above, such rentals to be payable in the number and in the amount of successive monthly or quarterly installments, shown above, plus interim rent as provided below. All rent shall be paid at Lessor's place of business shown above, or such other place as Lessor may designate in writing to Lessee. ALL RENTS SHALL BE PAID WITHOUT NOTICE OR DEMAND AND LESSEE'S OBLIGATION TO PAY RENT SHALL BE ABSOLUTE AND UNCONDITIONAL AND LESSEE SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE ENTITLED TO ANY ABATEMENT OF RENT, REDUCTION THEREOF OR SETOFF AGAINST RENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS LEASE SHALL NOT TERMINATE OR THE OBLIGATIONS OF LESSEE HEREUNDER BE AFFECTED BY REASON OF ANY DEFECT IN, LACK OF FITNESS FOR USE OF, DAMAGE TO, LOSS OF POSSESSION OR USE OF OR DESTRUCTION OF, ALL OR ANY OF THE EQUIPMENT, THE PROHIBITION OF OR OTHER RESTRICTION AGAINST LESSEE'S USE OF THE EQUIPMENT, OR FOR ANY OTHER CAUSE, IT BEING THE INTENTION

OF THE PARTIES THAT THE RENTS AND OTHER AMOUNTS PAYABLE BY LESSEE HEREUNDER SHALL CONTINUE TO BE PAYABLE IN ALL EVENTS IN THE MANNER AND AT THE TIMES HEREIN PROVIDED, THIS BEING AN IRREVOCABLE NET LEASE FOR THE FULL TERM. UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS LEASE, THIS LEASE MAY NOT BE PREPAID EXCEPT BY PAYING THE FULL AMOUNT OF THE AGGREGATE REMAINING RENTALS.

4. RENTAL COMMENCEMENT DATE: The first periodic payment of rent (excluding advance rent, if any), together with the interim rent, shall be due and payable on the first (1st) day of the month following the date of Lessee's acceptance of the Equipment (the "Rental Commencement Date"). Lessee shall pay to Lessor interim rent in an amount equal to 1/30th of the first periodic rental payment multiplied by the number of days from and including the date of Lessee's acceptance of the Equipment to the Rental Commencement Date. The date of Lessee's acceptance of the Equipment shall be the earlier of (i) the date when the Lessee executes and delivers to Lessor a certificate of delivery or acceptance in form provided by Lessor (the "Certificate of Acceptance") or (ii) five (5) days after the date of delivery of the Equipment to Lessee, in which latter case it shall be conclusively presumed as between Lessor and Lessee that the Equipment was delivered in good repair and satisfactory condition and that Lessee unconditionally accepted the Equipment on said fifth (5th) day after delivery unless, prior to the expiration of said five (5) day period, Lessee has notified Lessor in writing that the Equipment is defective or Lessor has notified Lessee in writing of Lessor's unwillingness to lease the Equipment to Lessee. Notwithstanding the foregoing, the parties may select a different Rental Commencement Date by noting the same in the Special Provisions section found above or by a separate writing signed by Lessor and Lessee.

5. FAILURE OF DELIVERY: If the Equipment is not delivered to Lessee within thirty (30) days after the Estimated Date of Shipment shown above, or if Lessee has timely notified Lessor under subdivision (ii) of paragraph 4 that the Equipment is defective, Lessor shall have the election, in its sole discretion, to cancel and terminate this Lease and its obligations hereunder by written notice to Lessee. In such event, (i) Lessor shall (at its option) be entitled to retain monies received either as advance rentals, commitment, legal or other fees paid hereunder, not as a penalty, but to defray Lessor's administrative costs incurred through the date of termination and (ii) Lessee shall be fully responsible for settling or defending any dispute with the vendor of the Equipment arising from such termination.

6. LEASE TERM: This Lease shall be effective upon execution by the parties. However, the term of this Lease shall commence on the Rental Commencement Date and, unless sooner terminated as herein provided, shall continue thereafter for the number of months indicated above. Lessee authorizes Lessor to insert above at anytime, before or after delivery of the Equipment, information relating to serial numbers and other identifications of the Equipment, and the Rental Commencement Date, determined as contemplated by Section 4.

7. INDEMNIFICATION BY LESSEE: Lessee shall exonerate and indemnify Lessor against, and hold it harmless from, any and all claims, actions, suits, proceedings, losses, judgments, damages and liabilities, including reasonable attorneys' fees and other costs and expenses in connection therewith or incident thereto, for death of or injury to any person whomsoever and for any loss of or damage to or destruction of any property whatsoever and irrespective of the legal basis of such claim or action including the doctrine of strict liability in tort or any similar doctrine, caused by or arising out of or allegedly caused by or arising out of, or in any way connected with or resulting from or allegedly resulting from any of the Equipment, including, without limiting the generality of the foregoing, the manufacture, selection, delivery, possession, use, operation, storage maintenance or return thereof, at any time during the term hereof, or (if later) until the Equipment has been redelivered to Lessor as provided in Section 15 of this Lease. Lessee shall also exonerate and indemnify Lessor against and hold it harmless from any and all claims, actions, suits, proceedings, losses, judgments, damages and liabilities, including reasonable attorney's fees, which Lessor may suffer by reason of any patent infringement or alleged patent infringement in connection with the ownership, use or operation of the Equipment. This covenant of indemnity shall continue in full force and effect notwithstanding termination of this Lease.

8. MAINTENANCE AND MANUFACTURER'S WARRANTIES: Lessee shall maintain the Equipment in good repair and condition and in accordance with the manufacturer's instructions and procedures and the requirements of any applicable insurance or manufacturer's warranty and of any governmental authority, having jurisdiction. Lessee shall pay for all fuel, service, inspection, overhaul, replacements, substitutions, materials and labor necessary or desirable for the proper use, repair, operation and maintenance of the Equipment.

9. FEES AND TAXES: Lessee agrees to pay promptly when due all registration, title, license and other fees, assessments and sales, use, gross receipts, ad valorem, property and any and all other taxes, imposed by any State, Federal, local or foreign government upon the purchase or any use, ownership, rental, shipment, transportation, delivery, or operation of the Equipment or upon or measured by any payments due hereunder (or to reimburse Lessor for the same if law or custom does not permit the direct payment thereof by Lessee), and any fines, penalties or interest thereon. Lessee shall promptly furnish to Lessor written evidence of Lessee's payment of the foregoing when due, or, at Lessor's request, remit such payments to Lessor. Lessee shall pay the foregoing amounts, whether assessed against the Equipment, Lessor or Lessee and whether such amounts become payable before or after the term hereof (but only to the extent that such amounts relate to the term hereof). If any of the foregoing shall be paid by Lessor, Lessee shall reimburse Lessor therefor promptly upon demand as additional rent hereunder. Lessee agrees to keep the Equipment free from all liens, including, but not limited to, any lien for storage, labor, service, materials or arising under laws or regulations. If any report or return is required to be made with respect to the foregoing, Lessee will do so promptly. If Lessor is required to make such report or return, Lessee will timely furnish Lessor with such forms, data and information as will enable it to make and file such report or return.

10. RISK OF LOSS: All risks of loss, theft, damage or destruction of the Equipment from any cause shall be borne by Lessee, and no such event shall relieve Lessee of its obligations hereunder. Lessee shall promptly notify Lessor in writing of any such loss, theft, damage or destruction of the Equipment. In the event of damage of any kind to the Equipment or any part thereof (unless the same is damaged beyond repair) Lessee shall, at Lessee's expense, place the same in good condition and working order. If the Equipment is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor an amount equal to (i) all unpaid rent and all other charges hereunder through the date of demand, plus (ii) the total amount of the unpaid rental payments hereunder, reduced to present value utilizing a discount rate of six percent (6%) per annum, plus (iii) the purchase price pursuant to any agreement by Lessee to purchase the Equipment at the end of the term hereof, or, if Lessee is not obligated to purchase the Equipment, its estimated residual value at the end of the scheduled lease term, discounted to present value at the rate of six percent (6%) per annum, less, the net amount of the recovery, if any, actually received by Lessor from insurance on the Equipment. Upon receipt by Lessor of such amount in full, this Lease shall terminate.

11. INSURANCE: Lessee shall, at its sole expense, procure and maintain throughout the term of this Lease (a) primary (i.e., without right of contribution from any other policy) personal injury liability and property damage liability insurance with respect to the Equipment and the use thereof in such amounts as may be acceptable to Lessor, and naming Lessor as additional insured, and (b) insurance insuring the Equipment against all risks of physical loss, theft, damage and destruction and extended coverage in an amount equal to the greater of (i) the total rent (or remaining rent) for the full term (or remaining term) of this Lease or (ii) the full replacement value (new) of the Equipment, with loss payable solely to Lessor and the Lessee as their interests may appear. All insurers and coverages must be satisfactory to Lessor. Lessee shall deposit said policy or policies or duplicates of certificates thereof (or other evidence of such insurance acceptable to Lessor) with Lessor and said policy or policies shall provide the same may not be canceled or altered without at least thirty (30) days prior written notice to Lessor. Lessor may apply the proceeds of said insurance to replace or repair the Equipment and/or satisfy Lessee's obligations hereunder. If Lessee shall fail to procure such insurance or pay when due any insurance premium, Lessor may (but shall not be required to) procure such insurance or make such premium payments and the costs thereof shall be paid by Lessee to Lessor as additional rent with the next rental payment. All insurance policies insuring against the risk of physical loss of the Equipment shall provide that the coverages shall not be invalidated against Lessor because of any violation of any condition or warranty contained in any policy or application therefor by Lessee or by reason of any action or inaction of Lessor.

12. USE OF THE EQUIPMENT: The Equipment will be used by Lessee solely for business or commercial purposes. Lessee warrants that the Equipment will at all times be used and operated by it in compliance with the conditions of any applicable insurance, by competent and trained operators in accordance with manufacturer's instructions and under and in compliance with the laws of the jurisdictions in which such Equipment may be operated.

Lessee shall not alter, modify or make additions or improvements to the Equipment without Lessor's prior written consent. Unless otherwise agreed in writing, any such alterations, modifications, additions or improvements, and all repairs, parts and supplies, shall forthwith upon the making thereof become the property of Lessor and shall be subject to the terms of this Lease.

13. ADDITIONAL SECURITY: LESSEE GRANTS TO LESSOR A SECURITY INTEREST IN ALL EQUIPMENT, INVENTORY, ACCOUNTS, RECEIVABLES, GOODS, AND ASSETS OF ANY AND EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL ITEMS OF INTANGIBLE PROPERTY, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO LESSEE OR IN WHICH LESSEE HAS ANY INTEREST, AND ALL PROCEEDS OF THE FOREGOING, WHICH SHALL SECURE THE PERFORMANCE OF ALL OF LESSEE'S OBLIGATIONS OF ANY KIND WHATSOEVER TO LESSOR.

14. OWNERSHIP: Title to Equipment shall at all times remain in Lessor and Lessee will protect and defend, at its own cost and expense, the title of Lessor from and against all claims, liens and legal processes of creditors of or arising under, by, or through Lessee and keep all Equipment free and clear of all such claims, liens and processes. Unless otherwise provided, the parties agree that this transaction is intended to be a true lease. However, if this transaction is deemed to constitute a lease for security, Lessee grants Lessor a purchase money security interest in the Equipment and in all attachments, accessions, additions, substitutions, products, replacements, rentals and proceeds thereof (including insurance proceeds).

Lessee shall not assign or transfer this Lease or its rights under this Lease or sublease the Equipment, or remove or suffer the Equipment or any parts thereof to be removed from the premises specified above as its address (or the Equipment location, if another location has been specifically indicated above), or permit the Equipment to be used by anyone other than Lessee or Lessee's employees. Lessee shall keep Lessee's interest in the Equipment and each unit of Equipment free and clear of any and all liens, charges and encumbrances. Lessee shall keep each unit of Equipment free and clear of liens, rights of distraint, charges, encumbrances or claims of the owner of the real estate in which such unit is installed and any purchaser or present or future creditor obtaining a lien on such real estate, and will, upon the request of Lessor, obtain and deliver a waiver of any of the foregoing as to the Equipment in recordable form supplied by Lessor therefor.

The Equipment shall be and remain personal property notwithstanding the manner in which the Equipment may be attached or affixed to realty. Upon termination of the term hereof, Lessee shall have the duty and Lessor shall have the right to remove the Equipment from the premises whereon the same is located whether or not affixed or attached to the realty at the sole cost and expense of Lessee. The Lessor shall not be liable for any damage caused to the realty or any building by the removal of the Equipment and Lessee shall indemnify Lessor against any such damage.

Lessee will at Lessor's request securely affix conspicuous tags or plates on the Equipment containing a notation that the same is owned by Lessor. Lessee agrees from time to time to execute and file any financing statements, security agreements, or similar instruments, which in Lessor's judgment, are necessary to protect Lessor and its interests hereunder. Lessee authorizes Lessor or assignee to file one or more financing statements in such jurisdictions as Lessor or assignee may deem appropriate, signed only by Lessor, with respect to the Equipment and/or the additional collateral in which Lessor has been granted a security interest and to file a carbon, photographic or other reproduction of this Lease or of a financing statement.

Lessor shall have the right from time to time during reasonable business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition and proper maintenance of the Equipment and, during any period the Equipment is not in use, Lessor shall also have the right to demonstrate and show the Equipment to others.

15. RETURN OF EQUIPMENT: Upon the expiration or termination of this Lease, and provided that the Lessee has not (upon the Lease expiration) purchased the Equipment pursuant to a purchase option or purchase agreement then in existence between Lessor and Lessee, Lessee shall return the Equipment to Lessor in good order and repair, ordinary wear and tear excepted. Equipment returned to Lessor shall be properly prepared for shipment by common carrier by Lessee, at Lessee's expense, and shall be shipped with insurance and freight prepaid to the point designated by Lessor. Should there be a purchase option or purchase agreement in existence upon the expiration of the term of this Lease and should the Lessee fail to exercise and/or consummate such purchase and pay Lessor the purchase price for the Equipment therein provided within ten (10) days after the expiration of the Lease term or, absent the existence of such purchase option or purchase agreement, should the Lessee fail to return the Equipment to the Lessor as provided above within ten (10) days after the expiration of the Lease term, the Lease term and any renewal term shall, at the sole option of Lessor exercised by notice to the Lessee, be automatically extended for additional Lease terms of up to one (1) year each, at the highest monthly rent payable during the initial Lease term or any prior renewal term ("renewal rent"). All provisions applicable to the initial Lease term shall apply to the extended or renewal Lease term or terms. Should Lessor not exercise its option to renew the term following a failure by Lessee to timely return the Equipment or exercise and consummate its purchase option (if any), Lessee shall be obligated to pay Lessor the renewal rent, monthly, from the Lease expiration date through the month in which the Equipment is returned as aforesaid.

16. DEFAULT: The occurrence of any one of the following shall constitute an Event of Default hereunder: (a) Lessee fails to pay any installment of rent, additional rent, or other amount due hereunder on or before the tenth (10th) day following the date when the same becomes due and payable; (b) Lessee removes, sells, transfers, encumbers, sublets or parts with possession of the Equipment or any item thereof or if Lessee attempts to do any of the foregoing; (c) Lessee fails to maintain in force the required insurance on the Equipment in compliance herewith or fails to provide loss payable protection to Lessor in form satisfactory to Lessor; (d) Lessee shall fail to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder, or any other obligation or indebtedness of Lessee to Lessor otherwise owing or due by Lessee to Lessor in any other agreement now or hereafter executed between the parties hereto and such failure continues uncured for ten (10) days after written notice thereof to Lessee by Lessor; (e) Lessee or any Guarantor (hereinafter defined) dies or ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation, or an order for relief is entered under the Bankruptcy Code against the Lessee; (f) Within thirty (30) days after the commencement of any proceedings against Lessee or any Guarantor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment without Lessee's or any Guarantor consent or acquiescence of any trustee, custodian, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated, (g) any representation or warranty issued by Lessee hereunder proves to have been incorrect or misleading in any material respect or (h) the Equipment or any item thereof is levied against or seized by any creditor of Lessee or any governmental authority. As used herein, "Guarantor" shall mean any guarantor or co-obligor of Lessee's obligations hereunder.

17. REMEDIES FOLLOWING DEFAULT: Upon the occurrence of any Event of Default, Lessor may at its option, do any or all of the following: (i) terminate this Lease; (ii) whether or not this Lease is terminated, take possession of any or all of the Equipment, and for such purpose, enter upon any premises without liability for so doing or Lessor may cause Lessee and Lessee hereby agrees, to return said Equipment to Lessor as provided in this Lease; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor, in its sole discretion, may determine; (iv) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, a sum equal to the aggregate of the following: (a) all rentals and other sums due hereunder to the date of default, (b) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment including attorney's fees and legal expenses, (c) the present value (using a six (6%) percent per annum rate) of all monies to be paid by Lessee during the remaining term of the Lease or any successive period then in effect, (d) the present value (using a six (6%) percent per annum rate) of any sum which Lessor may require Lessee to pay upon the termination of this Lease under any purchase agreement or otherwise or, if Lessee is not obligated to purchase the Equipment, the present value (using a 6% per annum rate) of its estimated residual value at the end of the scheduled lease term and (e) interest on the aggregate amounts specified in (a) through (d) from the date of default (or expenditure) at the rate specified in section 21. Lessee waives any and all rights to a trial by jury in any action or proceeding based upon this Lease, to the extent enforceable under applicable law. The parties acknowledge that the liquidated damage provision contained in this paragraph is intended not as a penalty, but as liquidated damages and that such liquidated damages represent the parties' best estimate of such damages in the event of Lessee's default.

Lessee shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including but not limited to all court costs and reasonable attorney's fees. Lessee shall remain liable for any deficiency after any sale, lease or other disposition of the Equipment by Lessor. The rights afforded Lessor hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

If any court of competent jurisdiction determines that any provision of this section 17 is invalid or enforceable in whole or in part, such determination shall not prohibit Lessor from enforcing its rights and establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which Lessor seeks to enforce its rights and recover such damages, in accordance with the laws of such jurisdiction.

18. OTHER CHATTEL PAPER: As additional collateral security for Lessee's obligations hereunder, Lessee grants to Lessor, a further security interest in all machinery, equipment and goods covered by any other lease or security agreement (collectively the "other agreements") between Lessee and Lessor whether such other agreements are now in existence or hereafter come into existence and Lessee assigns to Lessor as security for its obligations hereunder, all of its rights, title and interest in and to any surplus money to which Lessee may be entitled upon the sale of the machinery, equipment and goods covered by such other agreements.

Anything above to the contrary notwithstanding, the benefit of the foregoing additional security provision shall apply for the benefit of the Lessor and its assignee holding this Lease only to the extent that the Lessor or such assignee is also the holder of such other agreements or one or more of them.

19. ASSIGNMENT: Lessor may assign or otherwise transfer this Lease and any and all of Lessor's right, title, and interest hereunder and in the Equipment including the right to receive rentals and all other amounts payable hereunder, without Lessee's consent. In the event of any such assignment, the right of the assignee to receive rentals and other amounts payable hereunder as well as any other right of the assignee shall not be subject to any defense, set-off or counterclaim which Lessee may have against Lessor. Upon Lessor's giving notice to Lessee of any such assignment, Lessee shall promptly acknowledge its obligations hereunder to the assignee thereunder, and shall comply with the written directions or demands of such assignee and shall make all rental and other payments due hereunder as such assignee may direct in writing. Following any such assignment the term "Lessor" shall be deemed to include or refer to Lessor's assignee, but no such assignee shall be deemed to assume any obligation or duty imposed upon Lessor hereunder and Lessee shall look only to Lessor for performance thereof. As used in this Section 19 "assign" shall be deemed to include a pledge, sale of, or grant of a mortgage on, or a security interest in, any of the Equipment or the Lease by Lessor and the term "assignee" shall be deemed to refer to the recipient of such pledge, hypothecation, sale, mortgage, or security interest. This Lease and Lessee's interest herein shall not be transferable or assignable by Lessee without the Lessor's express prior written consent, and any such purported assignment by Lessee other than in compliance with the provisions of this section 19 shall be null and void *ab initio*.

20. FINANCIAL STATEMENTS: Lessee shall deliver to Lessor (and will cause any guarantor of Lessee's obligations hereunder to furnish to Lessor) copies of its unaudited quarterly financial statements within thirty (30) days after the end of its first three quarters in each fiscal year and copies of its certified Financial Statement prepared by an independent certified public accountant within ninety (90) days after the close of its fiscal year, all of which shall be true and correct in all respect, and shall be prepared in accordance with generally accepted accounting principles.

21. LEASE IRREVOCABILITY AND LATE CHARGE PROVISION: This lease is irrevocable for the full term hereof and for the aggregate rentals herein reserved, and if any installment of rent, additional rental or other sums due hereunder should be unpaid for more than ten (10) days after the due thereof, Lessor shall have the right to add and collect, which Lessee agrees to pay, a late charge of ten (10%) of the amount of any such past due installment of rent or other sums if not prohibited by law, otherwise at the highest rate lawfully payable by Lessee.

22. SECURITY DEPOSIT: Lessor may, at its option, apply the Security Deposit to cure any default of Lessee, whereupon Lessee shall promptly restore such Security Deposit to its original amount. Lessor shall return to Lessee any unapplied Security Deposit without interest upon full payment and performance of Lessee's obligations hereunder.

23. LESSEE'S WAIVERS: To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Sections 2A-508 through 2A-522 of the Uniform Commercial Code, as adopted in the applicable state (the "UCC").

24. FINANCE LEASE: The parties agree that this Lease constitutes a "Finance Lease" as defined by Section 2A-103(g) of the UCC. Lessee acknowledges that either (i) Lessee has reviewed and approved any Supply Contract (as defined by UCC Section 2A-103(y) covering the Equipment purchased from the "Supplier" (as defined by UCC Section 2A-103(x)) thereof for lease to Lessee or (ii) Lessor has informed or advised Lessee of the following (a) the identity of the Supplier; (b) that Lessee may have rights under the Supply Contract and (c) that Lessee may contact the Supplier for a description of any such rights Lessee may have under the Supply Contract.

25. GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the state of Georgia.

26. GENERAL PROVISIONS: No person except a duly authorized officer of Lessor shall have any power to modify, amend or waive any of the provisions hereof. Neither the manufacturer or vendor of the Equipment nor any salesman or agent thereof is an agent of Lessor. So long as Lessee is not in default hereunder, Lessee shall peacefully and quietly hold the Equipment during the term hereof without interference from Lessor. All the Lessee's covenants herein shall survive the termination of this Lease. Notices hereunder shall be in writing and shall be deemed given when personally delivered (including without limitation, delivery by a nationally recognized courier service), or three days after having been mailed to the other party at the address specified for each herein. Forbearance or indulgence by Lessor in any regard shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply. The section headings are for convenience and are not a part of this Lease. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be subject to modification only by agreement in writing between the parties. This Lease embodies the entire agreement between Lessor and Lessee with respect to the subject matter hereof. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. There are no oral covenants or agreements made by either party except as reduced to writing or as specifically referred to herein. This agreement may not be terminated, modified or amended, nor shall any waiver of any provision herein be deemed to have occurred regardless of the action or non-action of the Lessor in connection therewith except upon written agreement of the parties. This Lease shall not be binding upon the Lessor until accepted and executed on behalf of Lessor at its Cumming, Georgia office.

27. NO ORAL MODIFICATIONS: This Lease may be modified only by a writing signed by both parties hereto.

_____/Initialed by Lessee

<p>Accepted at Lessor's office in Cumming, GA</p> <p><u>CHARABANC, LLC</u> (Lessor)</p> <p>By: _____</p> <p>Title: _____</p>	<p>The undersigned signatory affirms that he/she has read the terms and conditions of this Lease, that he/she is a duly authorized officer, partner, manager or proprietor of the Lessee, and has the authority to execute this Lease on its behalf.</p> <p><u>Triple J Tours, Inc.</u> (Lessee)</p> <p>By: _____</p> <p>Title: _____</p>
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SCHEDULE 01

The following description of property supplements, and is part of the Equipment Lease dated October 3, 2017 between the undersigned Lessee and Charabanc, LLC and may be attached to said Lease and any related UCC Financing Statements, Purchase Agreement, Delivery/Acceptance Certificate or other document describing the property.

Four (4) Volvo 9700 Motor Coaches Vin #: **3CET2M62XA5142481, 3CET2M629A5136395, 3CET2M628A5142476, 3CET2M62XA5142478**

All property listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

CHARABANC, LLC
(Lessor)

By: _____

Title: _____

Triple J Tours, Inc.
(Lessee)

By: _____

Title: _____

RETURN CONDITION RIDER

Rider to Lease dated October 3, 2017 (the "Contract") between Triple J Tours, Inc. as Lessee (the "Obligor") and CHARABANC, LLC as Lessor ("CFS")

Upon conclusion of the 60 month utilization timeline beginning from delivery date, "CFS" will accept in return Four (4) 2010 Volvo 9700 Motor Coaches with Vin #'s represented on schedule 01 conditioned upon the Equipment must be returned in the following condition.

1. All attachments and accessories delivered with the Equipment must be returned in working order.
2. All electrical, hydraulic, pneumatic and mechanical systems must be fully operational and pass performance and safety tests within manufacturers specifications.
3. There shall be no cracked or broken glass, or broken and/or inoperative lights, reflectors, or markers on any of the Equipment.
4. There shall be no body, bumper, paint, rust damage or frame damage to the Equipment, except for normal wear and tear. There shall also be no paint or body damage resulting from sub-standard repairs.
5. At least 1/3" of tread shall remain on non-recapped tires, all of the same generic type and size. Tire size shall be identical as originally equipped.
6. At least 50% brakes shall remain.
7. All decals, numbers and other customer identifications shall be removed from the Equipment in a good and workmanlike manner without damage to the Equipment, or Lessor will be permitted to invoice Lessee a \$500.00 charge for removal.
8. Any holes or other modifications made to the Equipment, whether on the interior or exterior (including interior attachments) will be completely repaired in a workmanlike manner without damage to the Equipment or Lessor may charge back the reasonable labor costs to repair same in a workmanlike manner.
9. Lease term allotted mileage for said equipment will be 45,000 annually. Any mileage over this will be charged at .40 cents per mile. The final mileage reading will be calculated once the vehicle has reached the CFS facility in Starkville, MS.

IN WITNESS WHEREOF, the parties have executed this Rider simultaneously with the Contract.

CHARABANC, LLC
(Lessor)

By: _____

Title: _____

Triple J Tours, Inc.
(Lessee)

By: _____

Title: _____

EXHIBIT A
STIPULATED LOSS FACTORS

Lease No.: 23875-001-01

*****CALCULATED ON A PER UNIT BASIS. MULTIPLY TIMES 4 FOR ALL 4 UNITS.

Date Stipulated Loss Value

10/3/2017	175,000.00
11/3/2017	172,133.62
12/3/2017	169,267.24
1/3/2018	166,400.86
2/3/2018	163,534.48
3/3/2018	160,668.10
4/3/2018	157,801.72
5/3/2018	154,935.34
6/3/2018	152,068.96
7/3/2018	149,202.58
8/3/2018	146,336.20
9/3/2018	143,469.82
10/3/2018	140,603.44
11/3/2018	137,737.06
12/3/2018	134,870.68
1/3/2019	132,004.30
2/3/2019	129,137.92
3/3/2019	126,271.54
4/3/2019	123,405.16
5/3/2019	120,538.78
6/3/2019	117,672.40
7/3/2019	114,806.02
8/3/2019	111,939.64
9/3/2019	109,073.26
10/3/2019	106,206.88
11/3/2019	103,340.50
12/3/2019	100,474.12
1/3/2020	97,607.74
2/3/2020	94,741.36
3/3/2020	91,874.98

Date Stipulated Loss Value

4/3/2020	89,008.60
5/3/2020	86,142.22
6/3/2020	83,275.84
7/3/2020	80,409.46
8/3/2020	77,543.08
9/3/2020	74,676.70
10/3/2020	71,810.32
11/3/2020	68,943.94
12/3/2020	66,077.56
1/3/2021	63,211.18
2/3/2021	60,344.80
3/3/2021	57,478.42
4/3/2021	54,612.04
5/3/2021	51,745.66
6/3/2021	48,879.28
7/3/2021	46,012.90
8/3/2021	43,146.52
9/3/2021	40,280.14
10/3/2021	37,413.76
11/3/2021	34,547.38
12/3/2021	31,681.00
1/3/2022	28,814.62
2/3/2022	25,948.24
3/3/2022	23,081.86
4/3/2022	20,215.48
5/3/2022	17,349.10
6/3/2022	14,482.72
7/3/2022	11,616.34
8/3/2022	8,750.00
9/3/2022	8,750.00

DELIVERY CERTIFICATE

TO: **CHARABANC, LLC**
("Lessor")

Lease No.: 23875-001-01
Lease Date: October, 3 2017

The undersigned certifies that all of the Equipment described below and in the Lease referred to above ("the Lease") has been delivered to and inspected by the undersigned; that said Equipment is in good condition and has been unconditionally accepted by the undersigned. The undersigned further acknowledges that the Lease is free from any defense, set-off or counterclaim as against the Lessor and its assignees.

EQUIPMENT DESCRIPTION:

SEE SCHEDULE 01 ATTACHED HERETO AND MADE A PART HEREOF.

Triple J Tours, Inc.
Name of Lessee

Authorized Signature

Name and Title

Date: _____.

Ref: PROTOREF

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that he/she is Secretary of Triple J Tours, Inc. (hereafter called the "Corporation") and the following is a true, complete and correct copy of resolutions duly adopted by the Board of Directors of the Corporation at a meeting thereof duly called and held on October 3, 2017, at which a quorum was present and acting throughout, and that such resolutions are in full force and effect:

"RESOLVED, that the Corporation enter into an Equipment Lease with Charabanc, LLC (hereafter called "CFS"), substantially in the form presented to this meeting providing for the lease by the Corporation from CFS of the equipment described in the Equipment Lease (the "Equipment"); and it is further

RESOLVED, that the officers of the Corporation, and each of them singly hereby are authorized (a) to execute and deliver said Equipment Lease in the name and on behalf of the Corporation, either in the form presented to this meeting or with such changes therein as the officer executing the same may approve, his approval and authority to be conclusively evidenced by his execution thereof, such execution to be valid and binding on the Corporation with or without the corporate seal of the Corporation, (b) to carry out the obligations and enforce the rights of the Corporation under said Equipment Lease, (c) to execute and deliver in the name and on behalf of the Corporation such other documents as may be requested or required by CFS in connection with said Equipment Lease including (without limiting the generality of the foregoing) agreements with respect to the purchase by the Corporation of the Equipment upon termination of the Equipment Lease, notes and agreements with respect to any interim financing in connection with the Equipment acquisition, security agreements and financing statements evidencing security interests of CFS and its assignees in and to the Equipment, and/or additional collateral, agreements with assignees of CFS as to the payment of rentals to such assignees, and a Delivery and/or Acceptance Certificate in respect of the Equipment as contemplated by said Equipment Lease, (d) to exercise any renewal, purchase, or other option of the Corporation under said Equipment Lease, and (e) to take all other action deemed by them necessary or advisable in connection with the foregoing; and it is further

RESOLVED, that the officers of the Corporation, and each of them singly, hereby are authorized from time to time on behalf of the Corporation to lease or otherwise finance the purchase of additional equipment from CFS upon such terms and conditions as the officers, or any one of them, shall determine, and in that connection to execute and deliver in the name and on behalf of the Corporation amendments or additional leases, together with all accompanying documents as are set forth in the preceding resolutions; and it is further

RESOLVED, that all acts authorized in the foregoing resolutions, but performed prior to the adoption of these resolutions are hereby ratified and affirmed."

The undersigned further certifies that the persons whose names, titles and signatures appear below are the duly elected (or appointed), qualified and acting officers of the Corporation and hold on the date of this Certificate the offices set forth opposite their respective names, and the signatures appearing opposite their respective names are the genuine signatures of such persons:

NAME OF OFFICER	TITLE OF OFFICER	SIGNATURE OF OFFICER
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation as of October 3, 2017.

(Corporate Seal)

Secretary

(In the case where the Secretary is authorized to sign Leases, Notes, Security Agreements, etc. by this resolution, and does or will execute the same, the below Additional Certificate must be signed by a second officer of the Corporation)

ADDITIONAL CERTIFICATE

The undersigned does hereby certify that he is _____ (title) of the above Corporation and certifies that the foregoing is a true, complete and correct copy of resolutions duly adopted by the Board of Directors and that the above are the names and genuine signatures of the presently-elected and acting officers of the Corporation.

(Signature)

INSURANCE REQUIREMENTS

(Please forward a copy of this letter to your agent with instructions to issue certificate as provided herein)

NAMED INSURED: Triple J Tours, Inc.
 4455 South Cameron
 Las Vegas, NV 89103

Dear Customer:

Please be advised that Charabanc Financial Services, Inc. requires evidence of satisfactory insurance coverage's as one of the conditions of its entering into the proposed transaction with you. The following identifies the specific requirements for presentation to your Insurance Agent:

LOSS PAYEE and ADDITIONAL INSURED: CHARABANC, LLC. And Coach Ride, LLC
 102 Colony Park Dr., suite 700 547 Mayhew Road
 Cumming, GA 30040 Starkville, MS 39759

AMOUNT REQUIRED: \$5,000,000.00

EQUIPMENT DESCRIPTION: See Schedule A attached hereto and made a part hereof pursuant
 (must be specifically referenced on certificate) to Lease dated 10/3/2017 23875-001-01

EQUIPMENT LOCATION: Same as Named Insured

NOTICE REQUIREMENTS: 30 day written notice of cancellation, modification or non-renewal

TRANSIT (OR CARGO) COVERAGE: Certificate must name the above as Loss Payee for the period of time while equipment is in transit from seller location to Insured's address as above. Equipment description and value must be stated.

PROPERTY DAMAGE COVERAGE: Extended coverage against loss, damage, destruction or theft of the Equipment in an amount equal to not less than the Equipment's full replacement value including an "Agreed Amount" or "Agreed Value" clause. The policies insuring against loss, damage, destruction or theft must provide that the coverage will not be invalidated against the above named Loss Payee and or its assigns because of any violation of any condition or warranty contained in any policy or application therefor by the insured or others or by reason of any act of the insured.

LIABILITY COVERAGE: \$5,000,000.00 combined single limit for each occurrence general liability coverage written on an occurrence basis by a carrier rated A-, VIII by A.M. Best Company

Forward evidence of insurance in accordance with the above requirements via fax with originals to follow to:

CHARABANC, LLC
 102 Colony Park Dr., Suite 700, Cumming, GA 30040
 Attention: Mike Sims Phone # (770) 888-9981 Fax # (770) 888-9975

Please be aware that failure to have an insurance certificate that meets the above requirements will prohibit Charabanc Financial Services, Inc. and/or its assignee, from funding the contemplated transaction. By your execution below, you are hereby agreeing to the insurance requirements outlined heretin and authorizing CFS to contact the below identified agent directly to obtain the required evidence of insurance.

AGREED TO AND ACCEPTED BY: Triple J Tours, Inc.

By: _____
 Title

Insurance Co. Name:	_____
Insurance Co. Address:	_____
Phone Number:	_____
Fax Number:	_____
Contact Name:	_____

CHARABANC, LLC
102 Colony Park Dr.
SUITE 700
CUMMING, GA 30040

October 3, 2017
Account # 23875-001-01

Triple J Tours, Inc.
4455 South Cameron
Las Vegas, NV 89103

Dear Customer:

Under your proposed Lease or Loan and Security Agreement with Charabanc, LLC, you are responsible for the payment of all taxes related to the Equipment that we are financing for you.

While we normally bill for taxes - if any - payable on the rentals (sales/use taxes), we will not bill you for or furnish any advice with respect to any taxes on the Equipment such as, property, ad valorem or other tax imposed by any state, federal, local or foreign government in connection with the purchase, possession, ownership or operation of the Equipment.

It is your obligation to timely submit such reports, file such returns and pay the applicable taxes when due in connection with the Equipment. If local law prohibits you from making direct payment or filing the applicable report or return it is your responsibility to immediately advise us in writing to such effect and furnish us with the forms, data and information as will enable us to make and file the return or report, along with your payment for the tax due. Your prompt attention will avoid accrual of interest and penalties which would be your responsibility.

Please execute below to indicate your acceptance and acknowledgment of the above.

CHARABANC, LLC
(Lessor)

By: _____

Title: _____

Triple J Tours, Inc.
(Lessee)

By: _____

Title: _____

CHARABANC, LLC
 102 Colony Park Dr.
 Suite 700
 CUMMING, GA 30040

INVOICE

DATE	INVOICE #
10/03/2017	23875-001-01

BILL TO
Triple J Tours, Inc.
4455 South Cameron
Las Vegas, NV 89103

DUE DATE
Immediate

ACCT. #	DESCRIPTION	AMOUNT
PROTO#	Re: Lease dated PROTODATE	
	ADVANCE RENTAL:	\$32,000.00
	\$16,000.00 due today	
	\$16,000.00 due on 10/17/2017	
	DOCUMENTATION FEE:	\$695.00
	*Please add appropriate sales taxes if applicable.	
	If you are tax exempt, please enclose a copy of your Tax Exemption Certificate with payment.	
YOUR PROMPT PAYMENT IS APPRECIATED	SUB-TOTAL	\$32,695.00
	TOTAL	\$32,695.00

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (770) 888-9981