

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of Indiana

Lead Agency Authorized to Act on Behalf of the Beneficiary Indiana Department of Environmental Management
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	Round 1 - Onroad and Nonroad Awards
Beneficiary's Project ID:	Round 1 - ADS Logistics Drayage Truck Replacements
Funding Request No.	<i>(sequential)</i> 6
Request Type: (select one or more)	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): <u>Grantee: ADS Logistics Co, LLC as detailed in Attachment A</u>
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>Category 1: Port Drayage Trucks</u> Action Type <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): See Appendix D-4 Summary Details attachment.
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): See Appendix D-4 Summary Details attachment.
Estimate of Anticipated NOx Reductions (5.2.3): See Appendix D-4 Summary Details attachment.
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): See Appendix D-4 Summary Details attachment.
Describe how the Beneficiary will make documentation publicly available (5.2.7.2). See Appendix D-4 Summary Details attachment.
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8). See Appendix D-4 Summary Details attachment.
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9). See Appendix D-4 Summary Details attachment.

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).
See Appendix D-4, Summary Details attachment.

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

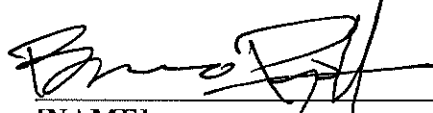
CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary State of Indiana, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 7/23/2020



[NAME] Commissioner
[TITLE]

Indiana Department of Environmental Management

[LEAD AGENCY]

for

State of Indiana

[BENEFICIARY]

Appendix D-4 Summary Details

Eligible Mitigation Action Type:

Category 1 – Port Drayage Trucks

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO_x, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO_x emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO_x, including PM_{2.5}, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO₂)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

This project is for the purchase, installation, operation and maintenance of nine (9) 2019 model-year, or newer, U.S. EPA emission compliant clean diesel-powered drayage trucks that will REPLACE nine (9) of the Grantee's model year pre-2009 existing diesel-powered drayage trucks that will be used for the same purpose. The replacement vehicle(s) will be located and primarily operated in-and-around Portage, Indiana.

Clean diesel-powered drayage trucks dramatically improve quality of life conditions for riders, drivers, technicians, and citizens in the areas of operation due to lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 33.813 tons of nitrogen oxides (NO_x) and 2.197 tons of fine particulate matter (PM_{2.5}).

Estimate of Anticipated NOx Reductions (5.2.3):

Over the lifetime of these trucks, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 33.813 tons.

Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):

Indiana Department of Environmental Management

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically for this project, the Indiana Volkswagen Mitigation Trust Program will cover 50% of the total project cost while the Grantee covers the remaining 50%.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 2018.

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Not applicable to this specific project.

Attachment B Details

Project Schedule and Milestones:

Indiana announces Round 1 – Onroad and Nonroad funding opportunity via online Request for Proposals (RFP)	April 22, 2019
Deadline for Round 1 – Onroad and Nonroad program applications	June 17, 2019
Indiana notifies applicants of award decisions	August 12, 2019
Funding Agreement between Indiana and Grantee is fully executed	August 22, 2019
Grantee project implementation	August 22, 2019 to December 31, 2020
Indiana reviews programmatic, financial, and vehicle scrappage materials for compliance with Appendix D-2 of the national consent decree	Ongoing
Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation	June 15, 2020
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	June 15, 2020 to D-4 approval
Trustee responds to Indiana Appendix D-4	Within 60 days of submittal
Trustee disburses payment to Grantee	Within 15 days of Appendix D-4 approval

Project Budget:

Project Description	Indiana VW Mitigation Trust Grant Not to Exceed Total	Grantee Cost Share Not Less than Total	Project Total
The purchase, installation, operation and maintenance of nine (9) 2019 model-year, or newer, U.S. EPA emission compliant clean diesel-powered drayage tractor trucks that will REPLACE nine (9) of the Grantee's model year 1992-2009 existing drayage tractor trucks that will be used for the same purpose. The replacement vehicle(s) will be located and primarily operated in-and-around Portage, Indiana.	\$792,022	\$792,022	\$1,584,044
Percentage	50%	50%	100%

State of Indiana Total Trust Allocation:

1) State of Indiana's Total Trust Allocation	\$40,935,880.59
2) Obligated Awards from Previous D-4 Submittals	\$837,709.00
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$40,098,171.59
4) Current D-4 Funding Request Total	\$792,022.00
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$39,306,149.59

Projected Allocation Totals per Project Type:

	Total per Category	Annually Based on Expected Project Reimbursements
Total Trust	\$40,935,880.59	NA
To EV (15%) over 3 years (2021 to 2023)	\$6,140,382.09	\$2,046,794.03
To Admin (3%) over 4 years (2020 to 2023)	\$1,228,076.42	\$307,019.11
To EMAs (82%) over 3 years (2020 to 2022)	\$33,567,422.08	\$11,189,140.69

Projected Trust Allocations:

	2020	2021	2022	2023
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$11,189,140.69	\$13,235,934.72	\$13,235,934.72	\$2,046,794.03
2) Anticipated Annual Cost Share (Administrative Costs)	\$307,019.11	\$307,019.11	\$307,019.11	\$307,019.11
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$11,496,159.80	\$13,542,953.83	\$13,542,953.83	\$2,353,813.14
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$837,709.00			
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$792,022.00			
6) Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)	\$1,629,731.00			
7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year	\$40,935,880.59			
8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6)	\$39,306,149.59			

Attachment C Details

Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust’s public-facing website upon receipt.”

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

“4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.”

Attachment D Details

Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):

Detailed in the following pages:

INVOICE



JX Truck Center - Bolingbrook
 535 E. South Frontage Road
 Bolingbrook, IL 60440
 Phone: 630-972-2720
 (Division of Peterbilt Illinois - Joliet, Inc.)

Invoice: **2210841T**
 Invoice Date: **02/07/2020**
 Deal/Packet: **26078/4**
 Branch: **BBRK**
 Department: **New Truck**

Bill-To: ADS EQUIPMENT COMPANY LLC 116 E 1100 NORTH CHESTERTON, IN 46304	Ship-To: ADS EQUIPMENT COMPANY LLC 116 E 1100 NORTH CHESTERTON, IN 46304
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ID: 17186 Ph: 889-977-2787 P/O: Salesperson: Ron Coffman
 + SOLD UNIT(S)

Stock Number: 723699	Price: \$147,500.00
VIN: 1XPXD49X1MD723699	
Year: 2021 Make: PETERBILT Model: 389	
Engine SN: 80236512	
<u>ADDITIONAL UNIT CHARGES</u>	
Extended Warranty	Price: \$10,785.00
	Unit Price: \$158,285.00

Stock Number: 723702	Price: \$147,500.00
VIN: 1XPXD49X8MD723702	
Year: 2021 Make: PETERBILT Model: 389	
Engine SN: 80236514	
<u>ADDITIONAL UNIT CHARGES</u>	
Extended Warranty	Price: \$10,785.00
	Unit Price: \$158,285.00

FET/Other: 723699	17,700.00
723702	17,700.00
Total Sold Unit(s):	\$316,570.00
Total FET/Other:	\$35,400.00
Total:	\$351,970.00
Net:	\$351,970.00

Balance Due: \$351,970.00

Terms Due: 02/07/2020
 Remit Balance Due To:

JX Truck Center - Bolingbrook
 535 E. South Frontage Road
 Bolingbrook, IL 60440


Signature:  Date: 02/07/2020

Invoice Disclosure:

If You Are Purchasing a Vehicle Subject to FET:
 Pursuant to Public Law 97-424 the cost of parts and accessories in excess of \$1,000 installed within 6 months of the first retail sale date of the vehicle are subject to a 12% Federal Excise tax. The purchaser is responsible for payment of such tax.

If You Are Purchasing Pre-Owned Equipment:
 The sale of any pre-owned equipment is made with no dealer warranties, express or implied, including any warranty of merchant ability or fitness for a particular purpose.

If You Are Purchasing a Glider Kit:
 When this Glider Kit is fully assembled it is the purchaser's responsibility to pay any applicable federal excise tax on the completed vehicle. The seller does not assume any responsibility or liability relative to the calculation of any applicable excise tax or payment thereof. It is recommended that you contact your tax professional and/or legal counsel to determine the amount of federal excise tax owed, if any.

Initial Here 



Illinois Department of Revenue

ST-556 Sales Tax Transaction Return

(R-01/15)

(For Sales of Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes - Do not use for leases.)

Do not write above this line.

NS	CA	ED	RC	TL		
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Tax return no.: 929667434
 Account ID: 5543-4363
 Taxable location no.: 099-0059-4-001
 Taxable location name: BOLINGBROOK
 Dealer's license no.: DL2920
 Rev: 05
 Form: 016

JX PETERBILT - BOLINGBROOK
 535 E FRONTAGE RD
 BOLINGBROOK, IL 60440
 (262) 513-6442

Electronic filing is FREE when you use
 MyTax Illinois at tax.illinois.gov

1 Enter the purchaser's name and address

Name(s) ADS EQUIPMENT COMPANY LLC

Street 116 E 1100 NORTH City CHESTERTON State IN ZIP 46304

2 Describe the item sold

- A Vehicle B Watercraft C Aircraft
 D Trailer E Mobile Home F _____

New Used

Identification no. 1XPXD49X1MD723699

Year 2021 Make PETERBILT

Body style and model TRACTR TK/389

3 Enter the date of delivery

02/07/2020

(This return is due no later than 20 days after the date of delivery.)

4 Describe the trade-in, if any

Item traded in _____

Identification no. _____

Year _____ Make _____

Body style and model _____

5 Exempt or sale to a nonresident

If so, check the correct box below, and see instructions for Section 6.

- A Nonresident purchaser (NOT an out-of-state dealer) See instructions.
 Drive-away permit no./Lic. plate no. _____ State _____
- B Sold for resale to a DEALER _____
 (Write either the Illinois dealer's Account ID or "Out-of-state dealer")
- C Exempt organization (government, school, religious, or charitable)
 Tax-exempt no. E- _____
- D Sold to an interstate carrier for hire for use as rolling stock
 Certificate of authority no. 213341
- E Sold for rental use
 Purchaser's account ID no. _____
- F Other (describe) _____

6 Enter the price, and figure the tax

(Round to nearest dollar)

You must complete Lines 1 and 2 even if no tax is due.

- 1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives) 147,500.00
- 2 Total trade-in credit or value 0.00
- 3 Amount subject to tax [Line 1 - Line 2] 0.00
- 4 Tax [Line 3 X 0.07] (If you made this sale from a temporary sales location, see the instructions.) 0.00
- 5 Use tax for certain districts - (see instructions)
 Do not report home rule use tax below:
- a. County 0
- b. City _____
- c. Township _____
- 6 Total tax [Line 4 + Line 5] 0.00

ATTACH PAYMENT HERE

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the purchaser has properly assigned and surrendered the title of the trade-in to the seller.

Signature of purchaser(s) _____ Date 02/07/2020

Signature of seller KEberhardt Date 02/07/2020

This form is authorized as outlined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure of this information is required. Failure to provide information may result in this form not being processed and may result in a penalty.

Do not write below this line

Date received by Illinois state government

Copy 3 - Purchaser's



Illinois Department of Revenue

ST-556 Sales Tax Transaction Return

(R-01/15)

(For Sales of Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes - Do not use for leases.) Do not write above this line.

NS	CA	ED	RC	TL		
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Tax return no.: 929667483
 Account ID: 5543-4363
 Taxable location no.: 099-0059-4-001
 Taxable location name: BOLINGBROOK
 Dealer's license no.: DL2920
 Rev: 05
 Form: 016

JX PETERBILT - BOLINGBROOK
 535 E FRONTAGE RD
 BOLINGBROOK, IL 60440
 (262) 513-6442

Electronic filing is FREE when you use
 MyTax Illinois at tax.illinois.gov

1 Enter the purchaser's name and address

Name(s) ADS EQUIPMENT COMPANY LLC

Street 116 E 1100 NORTH City CHESTERTON State IN ZIP 46304

2 Describe the item sold

- A Vehicle B Watercraft C Aircraft
 D Trailer E Mobile Home F _____

New Used

Identification no. 1XPXD49X8MD723702

Year 2021 Make PETERBILT

Body style and model TRACTR TK/389

3 Enter the date of delivery

02/07/2020

(This return is due no later than 20 days after the date of delivery.)

4 Describe the trade-in, if any

Item traded in _____

Identification no. _____

Year _____ Make _____

Body style and model _____

5 Exempt or sale to a nonresident

If so, check the correct box below, and see instructions for Section 6.

- A Nonresident purchaser (NOT an out-of-state dealer) See instructions.
 Drive-away permit no./Lic. plate no. _____ State _____
- B Sold for resale to a DEALER _____
 (Write either the Illinois dealer's Account ID or "Out-of-state dealer")
- C Exempt organization (government, school, religious, or charitable)
 Tax-exempt no. E- _____
- D Sold to an interstate carrier for hire for use as rolling stock
 Certificate of authority no. 213341
- E Sold for rental use
 Purchaser's account ID no. _____
- F Other (describe) _____

6 Enter the price, and figure the tax

(Round to nearest dollar)

You must complete Lines 1 and 2 even if no tax is due -

1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives).....	147,500.00
2 Total trade-in credit or value.....	0.00
3 Amount subject to tax [Line 1 - Line 2].....	0.00
4 Tax [Line 3 X 0.07] (If you made this sale from a temporary sales location, see the instructions.).....	0.00
5 Use tax for certain districts - (see instructions) Do not report home rule use tax below-	
a. County <u>0</u>	
b. City _____	
c. Township _____	
6 Total tax [Line 4 + Line 5].....	0.00

ATTACH PAYMENT HERE

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the purchaser has properly assigned and surrendered the title of the trade-in to the seller.

Signature of purchaser(s) [Signature] Date 02/07/2020

Signature of seller KEberhardt Date 02/07/2020

This form is authorized as outlined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure of this information is required. Failure to provide information may result in this form not being processed and may result in a penalty.

Do not write below this line

Date received by Illinois state government

Copy 3 - Purchaser's



Illinois Department of Revenue

RUT-7 Rolling Stock Certification for Motor Vehicles and Trailers (and Repair and Replacement Parts) Purchased on or after August 24, 2017

Retailers and Purchasers: Keep a copy of this certification in your records as proof of the exemption claimed.

Step 1: Identify the purchaser

Name: ADS EQUIPMENT COMPANY LLC

Address: 116 E 1100 NORTH CHESTERTON IN 46304 (219) 836 — 3900
Number and street or post office box City State ZIP Telephone number

If the purchaser is a lessor who will lease the item described in Step 3, also complete Step 2; otherwise go directly to Step 3.

Step 2: If the purchaser is a lessor, identify the lease customer — If not a lease, go to Step 3.

Name: ADS LOGISTICS CO LLC dba AREA TRANSPORTATION

Address: 116 E 1100 NORTH CHESTERTON IN 46304 (219) 836 — 3900
Number and street or post office box City State ZIP Telephone number

Step 3: Describe the purchase — Enter the date of purchase and check the applicable box to indicate whether the item purchased is a motor vehicle or trailer or repair and replacement parts for a motor vehicle or trailer.

Date of purchase: 2 / 7 / 2020

Purchases of motor vehicles and trailers

Year, make, and model: (2) 2021 PETERBILT 389's

Vehicle identification no.: 1XPXD49X1MD723699 & 1XPXD49X8MD723702

Purchases of repair and replacement parts for motor vehicles and trailers

Description of items purchased: _____

Step 4: Confirm that the purchase qualifies for the rolling stock exemption

Check each box to confirm that this purchase meets the criteria to qualify for the rolling stock exemption.

The motor vehicle or trailer will be used to transport persons or property for hire.

Carrier who will utilize the item holds an active USDOT number. Enter USDOT No.: 213341

Carrier Operation listed as "INTERSTATE."

Operation Classification listed as follows: (choose one)

"AUTHORIZED FOR HIRE"

"EXEMPT FOR HIRE"

Both "AUTHORIZED FOR HIRE" and "EXEMPT FOR HIRE."

(For motor vehicles only) The gross vehicle weight rating exceeds 16,000 pounds.

For purchases of repair and replacement parts, also complete the following.

Single purchase of one or multiple items (mark one):

1 I certify that this purchase qualifies for the rolling stock exemption.

2 I certify that _____ percent of this bulk purchase qualifies for the rolling stock exemption.

Note: Update blanket certification at least every 3 years.

Blanket certification for this and future purchases (mark one):

1 I certify that 100 percent of the purchases that I make from this seller qualify for the rolling stock exemption.

2 I certify that _____ percent of the bulk purchases that I make from this seller qualify for the rolling stock exemption.

Note: You may use a single Form RUT-7 if purchasing multiple items in a single transaction and all items qualify for the rolling stock exemption.

Step 5: Certification

I certify that the purchased item(s) will be used as, or attached to, rolling stock to haul persons or property for hire in interstate commerce and qualifies for the rolling stock exemption. Under penalties of perjury, I state that I have examined this certification and, to the best of my knowledge, it is true, correct, and complete.

Signature

02/07/2020

Date

Name (please print)

ADS EQUIPMENT COMPANY LLC

Business name

CERTIFICATE OF ORIGIN FOR A VEHICLE



**A PACCAR COMPANY
PETERBILT MOTORS COMPANY**

DATE
JANUARY 16, 2020

INVOICE NO.
N/A

VEHICLE IDENTIFICATION NO.
1XPXD49X1MD723699

YEAR
2021

MAKE
PETERBILT

BODY TYPE
TRACTOR

SHIPPING WEIGHT
19,536 LB

H.P. (S.A.E)
605.0

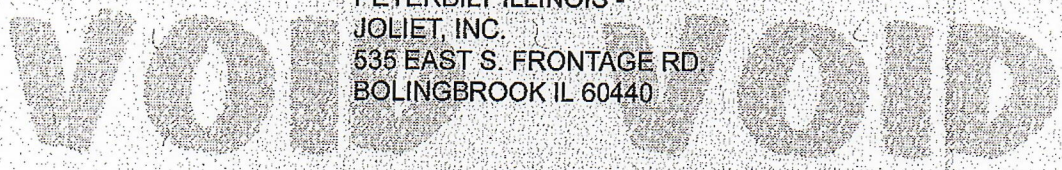
G.V.W.R
52,350 LB

NO. CYLS.
6

SERIES OR MODEL
MODEL 389

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

P128
PETERBILT ILLINOIS -
JOLIET, INC.
535 EAST S. FRONTAGE RD.
BOLINGBROOK IL 60440



It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

PETERBILT MOTORS COMPANY

BY: _____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

**1700 WOODBROOK STREET
DENTON, TEXAS 76205**

CITY-STATE

PE 1060175

CERTIFICATE OF ORIGIN FOR A VEHICLE



A **PACCAR** COMPANY

PETERBILT MOTORS COMPANY


DATE	JANUARY 17, 2020	INVOICE NO.	N/A
VEHICLE IDENTIFICATION NO.	1XPXD49X8MD723702	YEAR	2021
BODY TYPE	TRACTOR	MAKE	PETERBILT
H.P. (S.A.E)	605.0	SHIPPING WEIGHT	19,546 LB
G.V.W.R	52,350 LB	NO. CYLS.	6
		SERIES OR MODEL	MODEL 389

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice Number indicated to the following distributor or dealer.

P128
PETERBILT ILLINOIS -
JOLIET, INC.
535 EAST S. FRONTAGE RD.
BOLINGBROOK IL 60440

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

PETERBILT MOTORS COMPANY

BY: 
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)
1700 WOODBROOK STREET
DENTON, TEXAS 76205
CITY-STATE

PE 1060387

Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.
FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>ADS Equipment Company LLC</u>
	ADDRESS <u>116 E 1100 North, Chesterton, IN 46304</u>
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER <u>Peterbilt Illinois-Joliet Inc. Plaza</u> BY: <u>Klekuhardt</u>
	NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____
	State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____
	County of _____ Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____
	ADDRESS _____
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER _____ BY: _____
	NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____
	State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____
	County of _____ Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____
	ADDRESS _____
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER _____ BY: _____
	NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____
	State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____
	County of _____ Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____
	ADDRESS _____
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER _____ BY: _____
	NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____
	State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____
	County of _____ Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY
	Signature(s) of Sellers(s) _____ Date of Statement _____ Date of Sale _____
	Printed Name(s) of Sellers(s) _____ Dealer's No. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____
	Signature(s) of Purchaser(s) _____
	Printed Name(s) of Purchaser(s) _____ State of _____ Notary Public
	Company Name (If Applicable) _____
	Address of Purchaser(s) _____ County of _____
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
LIENHOLDER	1st lien in favor of _____
	whose address is _____
	2nd lien in favor of _____
	whose address is _____

PETERBILT MOTORS COMPANY
LIMITED WARRANTY AGREEMENT
Class 8 Standard Service (On-Highway) Warranty
UNITED STATES

THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF YOU AND PETERBILT MOTORS COMPANY ("PETERBILT"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

Peterbilt warrants directly to you that the Peterbilt vehicle ("Vehicle") identified below will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time or mileage limitations set forth in the attached Warranty Schedule (dated 11/09). **The Vehicle warranty extends only to you, the First Purchaser.**

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PETERBILT ARISING FROM YOUR PURCHASE AND USE OF THIS VEHICLE IS LIMITED TO THE REPAIR OR REPLACEMENT OF "WARRANTABLE FAILURES" AT AUTHORIZED UNITED STATES AND CANADIAN PETERBILT DEALERS, SUBJECT TO KENWORTH'S TIME AND MILEAGE LIMITATIONS LISTED IN THE ATTACHED VEHICLE ONLY WARRANTY SCHEDULE. The maximum time and mileage limitations in the Warranty Schedule begin on the Date of Delivery to the First Purchaser, as shown below. The accrued time and mileage is calculated when this Vehicle is brought into an Authorized Dealer for correction of Warrantable Failures.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

This limited warranty is the sole warranty made by Peterbilt. Except for the above limited warranty, Peterbilt makes no other warranties, express or implied. PETERBILT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PETERBILT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

The following components may be warranted directly to you by their respective manufacturers and are NOT warranted by Peterbilt: engine and engine accessories, Allison automatic transmission, fifth wheel, tires, wheels and rims, tubes, pintle hook, hitch, batteries not listed in the Vehicle Schedule, refrigerator, trade accessories (such as fire extinguishers, chains, emergency kits, and tools), customer-furnished components installed by the Peterbilt factory, and items not installed by the Peterbilt factory at the time of the Vehicle's manufacture.

Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud-flaps, winter front, wiper nozzles, wiper blades, filter elements, or any other part which is considered a maintenance item.

You are responsible for the safe operation and maintenance of the Vehicle, as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, you must notify an Authorized Dealer of any Warrantable Failures and make the Vehicle available for repair by such Authorized Dealer. You are responsible for delivery of the Vehicle to the Authorized Dealer. Locations in the United States and Canada of authorized Peterbilt dealers may be found on WWW.PETERBILT.COM.

PETERBILT IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, or changes in adjustment resulting from your use of the Vehicle. This includes, but is not limited to, wear or damage to brake and clutch linings, clutch brake, belts, upholstery, wheel balancing or axle alignment. This list is offered as an example only and shall not be construed as all inclusive.

Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling paint from frame bolts relating to maintenance, paint peeling from road chemical or salt damage, or corrosion caused by damage to a cab, hood, or sleeper panel or to finish paint.

Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. All warranties are null and void should a Vehicle be converted to a motor coach, motor home, or recreational vehicle.

Vibrations, squeaks, and unusual noises, rattles, loose nuts/bolts can develop during the early use of the vehicle. Peterbilt will make the necessary adjustments under warranty up to the earlier of the first 25,000 miles or the first 90 days after the Date of Delivery.

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Peterbilt is not responsible for failures resulting from the use of parts not approved by Peterbilt. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Vehicle Telematics Subscription. Your Peterbilt vehicle may include an activated subscription service that records and sends diagnostic and system data from your vehicle to Peterbilt and selected suppliers and service providers for the purpose of assuring that your vehicle is operating properly, and to permit us to communicate with you regarding Vehicle Information. The Vehicle Information that we collect will also help us improve our vehicles in the future, and enable us to locate your vehicle under certain limited circumstances. Peterbilt and its suppliers and service providers have implemented information and data security controls to safeguard the Vehicle Information we collect. By using the subscription services, you consent to the collection and use of the Vehicle Information in the manner described by Peterbilt and its suppliers and service providers. If you choose not to allow Peterbilt access to your data, you may suspend your subscription by contacting an authorized PACCAR dealer.

Peterbilt used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Peterbilt is not responsible for failures resulting from the use of parts not approved by Peterbilt. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Peterbilt is not responsible for towing or roadside assistance should there be a defect in the Vehicle. Peterbilt is not responsible for damage or loss resulting from engine horsepower/torque upgrades.

Peterbilt reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

It is agreed that you have 12 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the Vehicle, or be barred forever.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

Customer Initials JRV

PETERBILT MOTORS COMPANY
Class 8 Standard Service (On-Highway) Warranty Schedule
UNITED STATES
VEHICLE ONLY

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
Major Components Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders, and sleeper. Sheppard and TRW Steering gears	36	300,000
PACCAR Major Components Rear Axle 40K Line Haul Rear Axle 40K Regional Haul or Pickup & Delivery Front Axle - All Applications (Incl. Severe Service) Transmission - All Applications Clutch - All Applications	60 24 60 60 36	750,000 Unlimited 750,000 750,000 350,000
Frame, Gussets, Crossmembers and Cab Corrosion Frame rails, gussets, and crossmembers. Cab, hood, and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood, and sleeper panel or to finish paint.	60	500,000
Other Coverage		
SmartLINQ+ Components Modem, antenna, and related remote diagnostic equipment. Coverage subject to maximum limits in time or mileage identified in this warranty agreement or, where applicable, for such greater time and mileage limit identified in any Extended Basic Vehicle, Extended MX Comprehensive, or MX Aftertreatment warranties covering the vehicle.	24	Unlimited
PACCAR Batteries - Charge and Start System	12	100,000
Gaskets and Wheel Seals	12	50,000
Cab, Hood & Sleeper Paint	12	100,000
Frame Paint – Black only	12	100,000
Frame Paint – All colors other than black	6	50,000
Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000

CUMMINS CUSTOMIZED ASSURANCE PLAN CERTIFICATE

Aftertreatment Plan

- Covers all these Aftertreatment components:
- Components not supplied by CUMMINS are not covered under this plan
 - Ammonia Sensor
 - Diesel Exhaust Fluid Dosing Unit
 - Decomposition Tube
 - Selective Catalytic Reduction (SCR) Catalyst
 - Diesel Exhaust Fluid Dosing Valve
 - Catalytic Converter Particulate Filter
 - SCR/DPF Temperature Sensor (Module & Probe)
 - SCR/DPF Temperature Sensor Interface Module Mounting Hardware
 - Aftertreatment Injector (Heavy Duty only)
 - Aftertreatment Differential Pressure Sensor Body Mounting Hardware
 - Differential Pressure Sensor Body
 - Fuel Pressure Sensor Body
 - Fuel Pressure Sensor O-Ring
 - Aftertreatment Wiring Pigtail
 - Temperature Sensor Connector
 - NOx & NH3 Sensor Probe
 - NOx & NH3 Sensor Module
 - Fuel Supply & Return Lines
 - Differential Pressure Sensor Bracket
- For all specific coverage's and questions please refer to the CUMMINS Bulletin
- **Vehicle Aftertreatment components are not covered by this agreement**

Cummins reserves the right to reject coverage on this engine if it does not conform to Cummins Operations and Maintenance Manual (Maintenance Schedule).

Option Code	Option Description
9481651	5 Years / 500,000 Miles X15 Performance Aftertreatment

PETERBILT MOTORS COMPANY

I, the undersigned have read the above limited warranty agreement including the attached schedules and understand and accept its terms

By: Douglas K. Lunter
Warranty Manager

x [Signature] 02/07/2020
First Purchaser's Signature Date

In-Service Date: 02-07-2020

ADS EQUIPMENT CO LLC
First Purchaser's Name (Company or Individual)

Dealer Name: JX Peterbilt - Bolingbrook

Contact Name : JASON VAVRIK

Dealer Code: P128

Mailing Address: 116 E 1100 NORTH

City: Bolingbrook

City: CHESTERTON

State: IL

State: IN Zip: 46304

By: KEberhardt AGENT
Authorized Dealer Representative

Email: _____

Phone: (219)836-3900

The following pre-delivery items have been performed by the dealer at the time of the vehicle delivery

- Reviewed Operation & Service Manual with customer.
- Explained and demonstrate vehicle accessory operation to customer.
- Explained maintenance program to customer.
- Explained Peterbilt Warranty to customer.

KNE
Dealers Initials

Peterbilt Motors Company
A DIVISION OF PACCAR
1700 Woodbrook St.
Denton, TX 76205-7864

Vehicle Identification Number (17-digit VIN)

Engine Serial Number (ESN)

1XPXD49X1MD723699

80236512

Option Code	Option Description
9400090	Standard Warranty Class 8
9481651	5 Years / 500,000 Miles X15 Performance Aftertreatment
9481727	5 Years / 500,000 Miles X15 Performance Plan 1 w/ T&T

ADDENDUM

	Vehicle Identification Number (VIN)	Engine Serial Number (ESN)
1	1XPXD49X1MD723699	80236512
2	1XPXD49X8MD723702	80236514
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INVOICE



JX Truck Center - Bolingbrook
 535 E. South Frontage Road
 Bolingbrook, IL 60440
 Phone: 630-972-2720
 (Division of Peterbilt Illinois - Joliet, Inc.)

Invoice: 2210831T
Invoice Date: 01/31/2020
Deal/Package: 26078/3
Branch: BBRK
Department: New Truck

Bill-To: ADS EQUIPMENT COMPANY LLC 116 E 1100 NORTH CHESTERTON, IN 46304	Ship-To: ADS EQUIPMENT COMPANY LLC 116 E 1100 NORTH CHESTERTON, IN 46304
---	---

ID: 17186 Ph: 889-977-2787 P/O: Salesperson: Ron Coffman

+ SOLD UNIT(S)

Stock Number: **723698** Price: \$147,500.00 ✓
 VIN: **1XPXD49XXMD723698**
 Year: **2021** Make: **PETERBILT** Model: **389**
 Engine SN: 80236181

ADDITIONAL UNIT CHARGES
 Extended Warranty Price: \$10,785.00 ✓

Unit Price: \$158,285.00

Stock Number: **723701** Price: \$147,500.00
 VIN: **1XPXD49X6MD723701**
 Year: **2021** Make: **PETERBILT** Model: **389**
 Engine SN: 80236515

ADDITIONAL UNIT CHARGES
 Extended Warranty Price: \$10,785.00

Unit Price: \$158,285.00

Total Sold Unit(s): \$316,570.00

ADDITIONAL DEAL CHARGES
 Administrative / Services Fee

Deal Add-On Fees: \$179.00
 \$179.00
 17,700.00 ✓
 17,700.00
 Total FET/Other: \$35,400.00

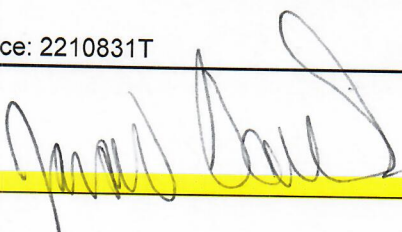
FET/Other: 723701
 723698

Total: \$352,149.00
 Deposit: (\$4,000.00)
 Net: \$348,149.00

Balance Due: \$348,149.00

Terms Due: 01/31/2020
 Remit Balance Due To:
 JX Truck Center - Bolingbrook
 535 E. South Frontage Road
 Bolingbrook, IL 60440

Signature: _____



Date: 01/31/2020

Invoice Disclosure:

If You Are Purchasing a Vehicle Subject to FET:

Pursuant to Public Law 97-424 the cost of parts and accessories in excess of \$1,000 installed within 6 months of the first retail sale date of the vehicle are subject to a 12% Federal Excise tax. The purchaser is responsible for payment of such tax.

If You Are Purchasing Pre-Owned Equipment:

The sale of any pre-owned equipment is made with no dealer warranties, express or implied, including any warranty of merchant ability or fitness for a particular purpose.

If You Are Purchasing a Glider Kit:

When this Glider Kit is fully assembled it is the purchaser's responsibility to pay any applicable federal excise tax on the completed vehicle. The seller does not assume any responsibility or liability relative to the calculation of any applicable excise tax or payment thereof. It is recommended that you contact your tax professional and/or legal counsel to determine the amount of federal excise tax owed, if any.

Initial Here _____





Illinois Department of Revenue

ST-556 Sales Tax Transaction Return

(For Sales of Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes - Do not use for leases)

Legal Name: PETERBILT ILLINOIS JOLIET
DBA Name: JX PETERBILT-BOLINGBROOK
Account ID: 5543-4363
Filing Period: 1/31/2020
Due Date: 02/20/2020

Tax return no.: ** WILL PROCESS WHEN DOCS ARE SIGNED & SEND W/MSO ** 535 E SOUTH FRONTAGE RD BOLINGBROOK, IL 60440
Taxable location no.: 099-0059-4-001
Taxable location name: Bolingbrook (Will)
Dealer's license no.: DL2920

1 Enter the purchaser's name and address

ADS EQUIPMENT
Name(s) COMPANY LLC

Street 116 E 1100 NORTH City CHESTERTON State IN ZIP 46304

2 Describe the item sold

[X] A Vehicle [] B Watercraft [] C Aircraft
[] D Trailer [] E Mobile Home [] F
[X] New [] Used

Identification no.

Year Make

Body style and model

3 Enter the date of delivery 01/31/2020

(This return is due no later than 20 days after the date of delivery)

4 Describe the trade-in, if any

Item traded in

Identification no.

Year Make

Body style and model

5 Exempt or sale to a nonresident

[] A Nonresident purchaser (NOT an out-of-state dealer). Drive-away permit no./Lic. plate no. State
[] B Sold for resale to a DEALER
[] C Exempt organization (government, school, religious, or charitable) Tax-exempt no. E-
[X] D Sold to an interstate carrier for hire for use as rolling stock Certificate of authority no. 213341
[] E Sold for rental use Purchaser's account ID no.
[] F Other (describe)

6 Enter the price, and figure the tax

Table with 2 columns: Description and Amount. Rows include: 1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives) 295,179.00; 2 Total trade-in credit or value. 0.00; 3 Amount subject to tax [Line 1 - Line 2]. 295,179.00; 4 Tax [Line 3 X 0] 0.00; 5 Use tax for certain districts; 6 Total tax [Line 4 + Line 5]. 0.00; 7 Retailer's allowance if filed on time [Line 6 X 0.0175] 0.00; 8 Net tax due [Line 6 - Line 7]. 0.00; 9 Prior overpayment 0.00; 10 Previously leased vehicle credit. 0.00; 11 Excess tax collected. 0.00; 12 Total tax due [Line 8 - Line 9 - Line 10 + Line 11]. 0.00; 13 Credit memorandum. 0.00; 14 Amount due [Line 12 - Line 13]. 0.00

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the purchaser has properly assigned and surrendered the title of the trade-in to the seller.

Signature of purchaser(s) Date 01/31/2020

Signature of seller KEberhardt Date 01/31/2020



Illinois Department of Revenue

ST-556-R Resale and Rolling Stock Fleet Exemption Schedule

(R-01/15)

Step 1: Complete the following tax information

Account ID number: 5543-4363

Tax return number: _____

Step 2: Complete the following information on the items sold

Identificaton Number	Make	Model	Year
<u>1XPXD49XXMD723698</u>	<u>PETERBILT</u>	<u>TRACTOR 389</u>	<u>2021</u>
<u>1XPXD49X6MD723701</u>	<u>PETERBILT</u>	<u>TRACTOR 389</u>	<u>2021</u>

DO NOT MAIL



Illinois Department of Revenue

RUT-7 Rolling Stock Certification for Motor Vehicles and Trailers (and Repair and Replacement Parts) Purchased on or after August 24, 2017

Retailers and Purchasers: Keep a copy of this certification in your records as proof of the exemption claimed.

Step 1: Identify the purchaser

Name: ADS EQUIPMENT COMPANY LLC

Address: 116 E 1100 NORTH CHESTERTON IN 46304 (219) 836 3900
Number and street or post office box City State ZIP Telephone number

If the purchaser is a lessor who will lease the item described in Step 3, also complete Step 2; otherwise go directly to Step 3.

Step 2: If the purchaser is a lessor, identify the lease customer — If not a lease, go to Step 3.

Name: _____

Address: _____ () —
Number and street or post office box City State ZIP Telephone number

Step 3: Describe the purchase — Enter the date of purchase and check the applicable box to indicate whether the item purchased is a motor vehicle or trailer or repair and replacement parts for a motor vehicle or trailer.

Date of purchase: 1 / 31 / 2020

Purchases of motor vehicles and trailers

Year, make, and model: (2) 2021 PETERBILT 389's

Vehicle identification no.: 1XPXD49XXMD723698 & 1XPXD49X6MD723701

Purchases of repair and replacement parts for motor vehicles and trailers

Description of items purchased: _____

Step 4: Confirm that the purchase qualifies for the rolling stock exemption

Check each box to confirm that this purchase meets the criteria to qualify for the rolling stock exemption.

The motor vehicle or trailer will be used to transport persons or property for hire.

Carrier who will utilize the item holds an active USDOT number. Enter USDOT No.: 213341

Carrier Operation listed as "INTERSTATE."

Operation Classification listed as follows: (choose one)

"AUTHORIZED FOR HIRE"

"EXEMPT FOR HIRE"

Both "AUTHORIZED FOR HIRE" and "EXEMPT FOR HIRE."

(For motor vehicles only) The gross vehicle weight rating exceeds 16,000 pounds.

For purchases of repair and replacement parts, also complete the following.

Single purchase of one or multiple items (mark one):

1 I certify that this purchase qualifies for the rolling stock exemption.

2 I certify that _____ percent of this bulk purchase qualifies for the rolling stock exemption.

Note: Update blanket certification at least every 3 years.

Blanket certification for this and future purchases (mark one):

1 I certify that 100 percent of the purchases that I make from this seller qualify for the rolling stock exemption.

2 I certify that _____ percent of the bulk purchases that I make from this seller qualify for the rolling stock exemption.

Note: You may use a single Form RUT-7 if purchasing multiple items in a single transaction and all items qualify for the rolling stock exemption.

Step 5: Certification

I certify that the purchased item(s) will be used as, or attached to, rolling stock to haul persons or property for hire in interstate commerce and qualifies for the rolling stock exemption. Under penalties of perjury, I state that I have examined this certification and, to the best of my knowledge, it is true, correct, and complete.

Signature

01/31/2020

Date

Name (please print)

ADS EQUIPMENT COMPANY LLC

Business name

PETERBILT MOTORS COMPANY
LIMITED WARRANTY AGREEMENT
Class 8 Standard Service (On-Highway) Warranty
UNITED STATES

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WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

This limited warranty is the sole warranty made by Peterbilt. Except for the above limited warranty, Peterbilt makes no other warranties, express or implied. PETERBILT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PETERBILT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

The following components may be warranted directly to you by their respective manufacturers and are NOT warranted by Peterbilt: engine and engine accessories, Allison automatic transmission, fifth wheel, tires, wheels and rims, tubes, pintle hook, hitch, batteries not listed in the Vehicle Schedule, refrigerator, trade accessories (such as fire extinguishers, chains, emergency kits, and tools), customer-furnished components installed by the Peterbilt factory, and items not installed by the Peterbilt factory at the time of the Vehicle's manufacture.

Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud-flaps, winter front, wiper nozzles, wiper blades, filter elements, or any other part which is considered a maintenance item.

You are responsible for the safe operation and maintenance of the Vehicle, as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, you must notify an Authorized Dealer of any Warrantable Failures and make the Vehicle available for repair by such Authorized Dealer. You are responsible for delivery of the Vehicle to the Authorized Dealer. Locations in the United States and Canada of authorized Peterbilt dealers may be found on WWW.PETERBILT.COM.

PETERBILT IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, or changes in adjustment resulting from your use of the Vehicle. This includes, but is not limited to, wear or damage to brake and clutch linings, clutch brake, belts, upholstery, wheel balancing or axle alignment. This list is offered as an example only and shall not be construed as all inclusive.

Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling paint from frame bolts relating to maintenance, paint peeling from road chemical or salt damage, or corrosion caused by damage to a cab, hood, or sleeper panel or to finish paint.

Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. All warranties are null and void should a Vehicle be converted to a motor coach, motor home, or recreational vehicle.

Vibrations, squeaks, and unusual noises, rattles, loose nuts/bolts can develop during the early use of the vehicle. Peterbilt will make the necessary adjustments under warranty up to the earlier of the first 25,000 miles or the first 90 days after the Date of Delivery.

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Peterbilt is not responsible for failures resulting from the use of parts not approved by Peterbilt. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Vehicle Telematics Subscription. Your Peterbilt vehicle may include an activated subscription service that records and sends diagnostic and system data from your vehicle to Peterbilt and selected suppliers and service providers for the purpose of assuring that your vehicle is operating properly, and to permit us to communicate with you regarding Vehicle Information. The Vehicle Information that we collect will also help us improve our vehicles in the future, and enable us to locate your vehicle under certain limited circumstances. Peterbilt and its suppliers and service providers have implemented information and data security controls to safeguard the Vehicle Information we collect. By using the subscription services, you consent to the collection and use of the Vehicle Information in the manner described by Peterbilt and its suppliers and service providers. If you choose not to allow Peterbilt access to your data, you may suspend your subscription by contacting an authorized PACCAR dealer.

Peterbilt used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Peterbilt is not responsible for failures resulting from the use of parts not approved by Peterbilt. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Peterbilt is not responsible for towing or roadside assistance should there be a defect in the Vehicle. Peterbilt is not responsible for damage or loss resulting from engine horsepower/torque upgrades.

Peterbilt reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

It is agreed that you have 12 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the Vehicle, or be barred forever.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

Customer Initials

JRW

PETERBILT MOTORS COMPANY
Class 8 Standard Service (On-Highway) Warranty Schedule
UNITED STATES
VEHICLE ONLY

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
Major Components Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders, and sleeper. Sheppard and TRW Steering gears	36	300,000
PACCAR Major Components Rear Axle 40K Line Haul Rear Axle 40K Regional Haul or Pickup & Delivery Front Axle - All Applications (Incl. Severe Service) Transmission - All Applications Clutch - All Applications	60 24 60 60 36	750,000 Unlimited 750,000 750,000 350,000
Frame, Gussets, Crossmembers and Cab Corrosion Frame rails, gussets, and crossmembers. Cab, hood, and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood, and sleeper panel or to finish paint.	60	500,000
Other Coverage		
SmartLINQ+ Components Modem, antenna, and related remote diagnostic equipment. Coverage subject to maximum limits in time or mileage identified in this warranty agreement or, where applicable, for such greater time and mileage limit identified in any Extended Basic Vehicle, Extended MX Comprehensive, or MX Aftertreatment warranties covering the vehicle.	24	Unlimited
PACCAR Batteries - Charge and Start System	12	100,000
Gaskets and Wheel Seals	12	50,000
Cab, Hood & Sleeper Paint	12	100,000
Frame Paint – Black only	12	100,000
Frame Paint – All colors other than black	6	50,000
Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000

CUMMINS CUSTOMIZED ASSURANCE PLAN CERTIFICATE

Aftertreatment Plan

- Covers all these Aftertreatment components:
- Components not supplied by CUMMINS are not covered under this plan
 - Ammonia Sensor
 - Diesel Exhaust Fluid Dosing Unit
 - Decomposition Tube
 - Selective Catalytic Reduction (SCR) Catalyst
 - Diesel Exhaust Fluid Dosing Valve
 - Catalytic Converter Particulate Filter
 - SCR/DPF Temperature Sensor(Module & Probe)
 - SCR/DPF Temperature Sensor Interface Module Mounting Hardware
 - Aftertreatment Injector (Heavy Duty only)
 - Aftertreatment Differential Pressure Sensor Body Mounting Hardware
 - Differential Pressure Sensor Body
 - Fuel Pressure Sensor Body
 - Fuel Pressure Sensor O-Ring
 - Aftertreatment Wiring Pigtail
 - Temperature Sensor Connector
 - NOx & NH3 Sensor Probe
 - NOx & NH3 Sensor Module
 - Fuel Supply & Return Lines
 - Differential Pressure Sensor Bracket
- For all specific coverage's and questions please refer to the CUMMINS Bulletin
- **Vehicle Aftertreatment components are not covered by this agreement**

Cummins reserves the right to reject coverage on this engine if it does not conform to Cummins Operations and Maintenance Manual (Maintenance Schedule).

Option Code	Option Description
9481651	5 Years / 500,000 Miles X15 Performance Aftertreatment

CUMMINS
CUSTOMIZED ASSURANCE PLAN CERTIFICATE

Protection Plan 1

- Internal components and major engine systems and major components
- Registered Parts and labor
- Covers all these components, including mounting hardware and gaskets:
 - Air Compressor
 - Cylinder head assembly
 - Oil pan
 - Rocker lever assembly
 - Connecting rod assembly
 - ECM
 - Front gear cover
 - Select engine sensors
 - Lube Pump assembly
 - Piston, rings, and liners
 - Camshaft and bushings
 - Lube oil cooler assembly
 - Cam follower assemblies
 - Crank shaft assembly
 - Fuel pump
 - Cylinder block assembly
 - EGR cooler, valve and mixer
 - Turbocharger
 - Water pump
 - Fuel Injectors*
- Limited progressive damage including aftertreatment
- * Does not include hydrocarbon doser injector.

I hereby certify that I have received, read, understood, and agree to the terms of the PACCAR Limited Warranty Agreement and this Extended Coverage Agreement

Cummins reserves the right to reject coverage on this engine if it does not conform to Cummins Operations and Maintenance Manual (Maintenance Schedule).

Option Code	Option Description
9481727	5 Years / 500,000 Miles X15 Performance Plan 1 w/ T&T

PETERBILT MOTORS COMPANY

I, the undersigned have read the above limited warranty agreement including the attached schedules and understand and accept its terms

By: Douglas K. Lunter
Warranty Manager

x First Purchaser's Signature 01/31/2020
Date

In-Service Date: 01-31-2020

ADS EQUIPMENT CO LLC
First Purchaser's Name (Company or Individual)

Dealer Name: JX Peterbilt - Bolingbrook

Contact Name : JASON VAVRIK

Dealer Code: P128

Mailing Address: 116 E 1100 NORTH

City: Bolingbrook

City: CHESTERTON

State: IL

State: IN Zip: 46304

By: KEberhardt AGENT
Authorized Dealer Representative

Email: _____

Phone: (219)836-3900

The following pre-delivery items have been performed by the dealer at the time of the vehicle delivery

- Reviewed Operation & Service Manual with customer.
- Explained and demonstrate vehicle accessory operation to customer.
- Explained maintenance program to customer.
- Explained Peterbilt Warranty to customer.

KNE
Dealers Initials

Peterbilt Motors Company
A DIVISION OF PACCAR
1700 Woodbrook St.
Denton, TX 76205-7864

Vehicle Identification Number (17-digit VIN)

Engine Serial Number (ESN)

1XPXD49XXMD723698

80236181

Option Code	Option Description
9400090	Standard Warranty Class 8
9481651	5 Years / 500,000 Miles X15 Performance Aftertreatment
9481727	5 Years / 500,000 Miles X15 Performance Plan 1 w/ T&T

ADDENDUM

	Vehicle Identification Number (VIN)	Engine Serial Number (ESN)
1	1XPXD49XXMD723698	80236181
2	1XPXD49X6MD723701	80236515
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INVOICE



JX Truck Center - Bolingbrook
535 E. South Frontage Road
Bolingbrook, IL 60440
Phone: 630-972-2720
(Division of Peterbilt Illinois - Joliet, Inc.)

Invoice: **2210829T**
Invoice Date: **01/28/2020**
Deal/Packet: **26078/2**
Branch: **BBRK**
Department: **New Truck**

Bill-To: ADS EQUIPMENT COMPANY LLC
116 E 1100 NORTH
CHESTERTON, IN 46304
Ship-To: ADS EQUIPMENT COMPANY LLC
116 E 1100 NORTH
CHESTERTON, IN 46304

ID: 17186 Ph: 889-977-2787 P/O: Salesperson: Ron Coffman

+ SOLD UNIT(S)
Stock Number: **723697** Price: \$147,500.00
VIN: **1XPXD49X8MD723697**
Year: **2021** Make: **PETERBILT** Model: **389**
Engine SN: 80236183

ADDITIONAL UNIT CHARGES
Extended Warranty

Price: \$10,785.00
Unit Price: \$158,285.00

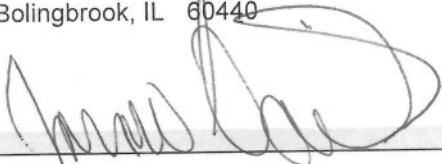
FET/Other: 723697

Total Sold Unit(s): \$158,285.00
17,700.00
Total FET/Other: \$17,700.00
Total: \$175,985.00
Deposit: (\$4,000.00)
Net: \$171,985.00

Balance Due: \$171,985.00

Terms Due: 01/28/2020

Remit Balance Due To:
JX Truck Center - Bolingbrook
535 E. South Frontage Road
Bolingbrook, IL 60440

Signature:  Date: 01/28/2020

Invoice Disclosure:

If You Are Purchasing a Vehicle Subject to FET:
Pursuant to Public Law 97-424 the cost of parts and accessories in excess of \$1,000 installed within 6 months of the first retail sale date of the vehicle are subject to a 12% Federal Excise tax. The purchaser is responsible for payment of such tax.

If You Are Purchasing Pre-Owned Equipment:
The sale of any pre-owned equipment is made with no dealer warranties, express or implied, including any warranty of merchant ability or fitness for a particular purpose.

If You Are Purchasing a Glider Kit:
When this Glider Kit is fully assembled it is the purchaser's responsibility to pay any applicable federal excise tax on the completed vehicle. The seller does not assume any responsibility or liability relative to the calculation of any applicable excise tax or payment thereof. It is recommended that you contact your tax professional and/or legal counsel to determine the amount of federal excise tax owed, if any.

Initial Here JRV



Illinois Department of Revenue

RUT-7 Rolling Stock Certification for Motor Vehicles and Trailers (and Repair and Replacement Parts) Purchased on or after August 24, 2017

Retailers and Purchasers: Keep a copy of this certification in your records as proof of the exemption claimed.

Step 1: Identify the purchaser

Name: ADS EQUIPMENT COMPANY LLC
Address: 116 E 1100 NORTH CHESTERTON IN 46304 (219) 836 — 3900
Number and street or post office box City State ZIP Telephone number

If the purchaser is a lessor who will lease the item described in Step 3, also complete Step 2; otherwise go directly to Step 3.

Step 2: If the purchaser is a lessor, identify the lease customer — If not a lease, go to Step 3.

Name: _____
Address: _____ () —
Number and street or post office box City State ZIP Telephone number

Step 3: Describe the purchase — Enter the date of purchase and check the applicable box to indicate whether the item purchased is a motor vehicle or trailer or repair and replacement parts for a motor vehicle or trailer.

Date of purchase: 1 / 28 / 2020

Purchases of motor vehicles and trailers
Year, make, and model: (1) 2021 PETERBILT 389
Vehicle identification no.: 1XPXD49X8MD723697

Purchases of repair and replacement parts for motor vehicles and trailers
Description of items purchased: _____

Step 4: Confirm that the purchase qualifies for the rolling stock exemption

Check each box to confirm that this purchase meets the criteria to qualify for the rolling stock exemption.

- The motor vehicle or trailer will be used to transport persons or property for hire.
- Carrier who will utilize the item holds an active USDOT number. Enter USDOT No.: 213341
- Carrier Operation listed as "INTERSTATE."
- Operation Classification listed as follows: (choose one)
 - "AUTHORIZED FOR HIRE"
 - "EXEMPT FOR HIRE"
 - Both "AUTHORIZED FOR HIRE" and "EXEMPT FOR HIRE."

(For motor vehicles only) The gross vehicle weight rating exceeds 16,000 pounds.

For purchases of repair and replacement parts, also complete the following.

Single purchase of one or multiple items (mark one):

- 1 I certify that this purchase qualifies for the rolling stock exemption.
- 2 I certify that _____ percent of this bulk purchase qualifies for the rolling stock exemption.

Note: Update blanket certification at least every 3 years.

Blanket certification for this and future purchases (mark one):

- 1 I certify that 100 percent of the purchases that I make from this seller qualify for the rolling stock exemption.
- 2 I certify that _____ percent of the bulk purchases that I make from this seller qualify for the rolling stock exemption.

Note: You may use a single Form RUT-7 if purchasing multiple items in a single transaction and all items qualify for the rolling stock exemption.

Step 5: Certification

I certify that the purchased item(s) will be used as, or attached to, rolling stock to haul persons or property for hire in interstate commerce and qualifies for the rolling stock exemption. Under penalties of perjury, I state that I have examined this certification and, to the best of my knowledge, it is true, correct, and complete.

Signature: [Handwritten Signature] Date: 01/28/2020

Name (please print): ADS EQUIPMENT COMPANY LLC
Business name

This form is authorized as outlined by the Retailers' Occupation Tax Act, related tax acts, and the Vehicle Use Tax Act. Disclosure of this information is required. Failure to keep this information in your books and records could result in disallowing a deduction that was claimed.



Illinois Department of Revenue

ST-556 Sales Tax Transaction Return

(For Sales of Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes - Do not use for leases)

Legal Name: PETERBILT ILLINOIS JOLIET
DBA Name: JX PETERBILT-BOLINGBROOK
Account ID: 5543-4363
Filing Period: 1/28/2020
Due Date: 02/18/2020

Tax return no.: ** WILL PROCESS WHEN DOCS ARE SIGNED & SEND W/MSO ** 535 E SOUTH FRONTAGE RD BOLINGBROOK, IL 60440
Taxable location no.: 099-0059-4-001
Taxable location name: Bolingbrook (Will)
Dealer's license no.: DL2920

1 Enter the purchaser's name and address

Name(s) ADS EQUIPMENT COMPANY LLC

Street 116 E 1100 NORTH City CHESTERTON State IN ZIP 46304

2 Describe the item sold

- A Vehicle B Watercraft C Aircraft
D Trailer E Mobile Home F

New Used

Identification no. 1XPXD49X8MD723697

Year 2021 Make PETERBILT

Body style and model TRACTOR 389

3 Enter the date of delivery 01/28/2020
(This return is due no later than 20 days after the date of delivery)

4 Describe the trade-in, if any

Item traded in

Identification no.

Year Make

Body style and model

5 Exempt or sale to a nonresident

- A Nonresident purchaser (NOT an out-of-state dealer)
B Sold for resale to a DEALER
C Exempt organization (government, school, religious, or charitable)
D Sold to an interstate carrier for hire for use as rolling stock
E Sold for rental use
F Other (describe)

6 Enter the price, and figure the tax

Table with 14 rows for tax calculation: 1 Total price (147,500.00), 2 Total trade-in credit (0.00), 3 Amount subject to tax (147,500.00), 4 Tax (0.00), 5 Use tax for certain districts, 6 Total tax (0.00), 7 Retailer's allowance (0.00), 8 Net tax due (0.00), 9 Prior overpayment (0.00), 10 Previously leased vehicle credit (0.00), 11 Excess tax collected (0.00), 12 Total tax due (0.00), 13 Credit memorandum (0.00), 14 Amount due (0.00)

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the purchaser has properly assigned and surrendered the title of the trade-in to the seller.

Signature of purchaser(s) Date 01/28/2020
Signature of seller KEberhardt Date 01/28/2020

**PETERBILT MOTORS COMPANY
LIMITED WARRANTY AGREEMENT
Class 8 Standard Service (On-Highway) Warranty
UNITED STATES**

THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF YOU AND PETERBILT MOTORS COMPANY ("PETERBILT"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

Peterbilt warrants directly to you that the Peterbilt vehicle ("Vehicle") identified below will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time or mileage limitations set forth in the attached Warranty Schedule (dated 11/09). **The Vehicle warranty extends only to you, the First Purchaser.**

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PETERBILT ARISING FROM YOUR PURCHASE AND USE OF THIS VEHICLE IS LIMITED TO THE REPAIR OR REPLACEMENT OF "WARRANTABLE FAILURES" AT AUTHORIZED UNITED STATES AND CANADIAN PETERBILT DEALERS, SUBJECT TO KENWORTH'S TIME AND MILEAGE LIMITATIONS LISTED IN THE ATTACHED VEHICLE ONLY WARRANTY SCHEDULE. The maximum time and mileage limitations in the Warranty Schedule begin on the Date of Delivery to the First Purchaser, as shown below. **The accrued time and mileage is calculated when this Vehicle is brought into an Authorized Dealer for correction of Warrantable Failures.**

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

This limited warranty is the sole warranty made by Peterbilt. Except for the above limited warranty, Peterbilt makes no other warranties, express or implied. PETERBILT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PETERBILT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

The following components may be warranted directly to you by their respective manufacturers and are NOT warranted by Peterbilt: engine and engine accessories, Allison automatic transmission, fifth wheel, tires, wheels and rims, tubes, pintle hook, hitch, batteries not listed in the Vehicle Schedule, refrigerator, trade accessories (such as fire extinguishers, chains, emergency kits, and tools), customer-furnished components installed by the Peterbilt factory, and items not installed by the Peterbilt factory at the time of the Vehicle's manufacture.

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Vehicle Telematics Subscription. Your Peterbilt vehicle may include an activated subscription service that records and sends diagnostic and system data from your vehicle to Peterbilt and selected suppliers and service providers for the purpose of assuring that your vehicle is operating properly, and to permit us to communicate with you regarding Vehicle Information. The Vehicle Information that we collect will also help us improve our vehicles in the future, and enable us to locate your vehicle under certain limited circumstances. Peterbilt and its suppliers and service providers have implemented information and data security controls to safeguard the Vehicle Information we collect. By using the subscription services, you consent to the collection and use of the Vehicle Information in the manner described by Peterbilt and its suppliers and service providers. If you choose not to allow Peterbilt access to your data, you may suspend your subscription by contacting an authorized PACCAR dealer.

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Peterbilt reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

It is agreed that you have 12 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the Vehicle, or be barred forever.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

Customer Initials

JRW

PETERBILT MOTORS COMPANY
Class 8 Standard Service (On-Highway) Warranty Schedule
UNITED STATES
VEHICLE ONLY

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
Major Components Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders, and sleeper. Sheppard and TRW Steering gears	36	300,000
PACCAR Major Components Rear Axle 40K Line Haul Rear Axle 40K Regional Haul or Pickup & Delivery Front Axle - All Applications (Incl. Severe Service) Transmission - All Applications Clutch - All Applications	60 24 60 60 36	750,000 Unlimited 750,000 750,000 350,000
Frame, Gussets, Crossmembers and Cab Corrosion Frame rails, gussets, and crossmembers. Cab, hood, and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood, and sleeper panel or to finish paint.	60	500,000
Other Coverage		
SmartLINQ+ Components Modem, antenna, and related remote diagnostic equipment. Coverage subject to maximum limits in time or mileage identified in this warranty agreement or, where applicable, for such greater time and mileage limit identified in any Extended Basic Vehicle, Extended MX Comprehensive, or MX Aftertreatment warranties covering the vehicle.	24	Unlimited
PACCAR Batteries - Charge and Start System	12	100,000
Gaskets and Wheel Seals	12	50,000
Cab, Hood & Sleeper Paint	12	100,000
Frame Paint – Black only	12	100,000
Frame Paint – All colors other than black	6	50,000
Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000

CUMMINS CUSTOMIZED ASSURANCE PLAN CERTIFICATE

Aftertreatment Plan

- Covers all these Aftertreatment components:
- Components not supplied by CUMMINS are not covered under this plan
 - o Ammonia Sensor
 - o Diesel Exhaust Fluid Dosing Unit
 - o Decomposition Tube
 - o Selective Catalytic Reduction (SCR) Catalyst
 - o Diesel Exhaust Fluid Dosing Valve
 - o Catalytic Converter Particulate Filter
 - o SCR/DPF Temperature Sensor(Module & Probe)
 - o SCR/DPF Temperature Sensor Interface Module Mounting Hardware
 - o Aftertreatment Injector (Heavy Duty only)
 - o Aftertreatment Differential Pressure Sensor Body Mounting Hardware
 - o Differential Pressure Sensor Body
 - o Fuel Pressure Sensor Body
 - o Fuel Pressure Sensor O-Ring
 - o Aftertreatment Wiring Pigtail
 - o Temperature Sensor Connector
 - o NOx & NH3 Sensor Probe
 - o NOx & NH3 Sensor Module
 - o Fuel Supply & Return Lines
 - o Differential Pressure Sensor Bracket
- For all specific coverage's and questions please refer to the CUMMINS Bulletin
- **Vehicle Aftertreatment components are not covered by this agreement**

Cummins reserves the right to reject coverage on this engine if it does not conform to Cummins Operations and Maintenance Manual (Maintenance Schedule).

Option Code	Option Description
9481651	5 Years / 500,000 Miles X15 Performance Aftertreatment

CUMMINS CUSTOMIZED ASSURANCE PLAN CERTIFICATE

Protection Plan 1

- Internal components and major engine systems and major components
- Registered Parts and labor
- Covers all these components, including mounting hardware and gaskets:
 - Air Compressor
 - Cylinder head assembly
 - Oil pan
 - Rocker lever assembly
 - Connecting rod assembly
 - ECM
 - Front gear cover
 - Select engine sensors
 - Lube Pump assembly
 - Piston, rings, and liners
 - Camshaft and bushings
 - Lube oil cooler assembly
 - Cam follower assemblies
 - Crank shaft assembly
 - Fuel pump
 - Cylinder block assembly
 - EGR cooler, valve and mixer
 - Turbocharger
 - Water pump
 - Fuel Injectors*
- Limited progressive damage including aftertreatment
- * Does not include hydrocarbon doser injector.

I hereby certify that I have received, read, understood, and agree to the terms of the PACCAR Limited Warranty Agreement and this Extended Coverage Agreement

Cummins reserves the right to reject coverage on this engine if it does not conform to Cummins Operations and Maintenance Manual (Maintenance Schedule).

Option Code	Option Description
9481727	5 Years / 500,000 Miles X15 Performance Plan 1 w/ T&T

PETERBILT MOTORS COMPANY

I, the undersigned have read the above limited warranty agreement including the attached schedules and understand and accept its terms

By: Douglas K. Luster
Warranty Manager

x [Signature] 01/28/2020
First Purchaser's Signature Date

In-Service Date: 01-28-2020

ADS EQUIPMENT COMPANY LLC
First Purchaser's Name (Company or Individual)

Dealer Name: JX Peterbilt - Bolingbrook

Contact Name : JASON VAVRIK

Dealer Code: P128

Mailing Address: 116 E 1100 NORTH

City: Bolingbrook

City: CHESTERTON

State: IL

State: IN Zip: 46304

By: KEberhardt AGENT
Authorized Dealer Representative

Email: _____

Phone: (219)836-3900

The following pre-delivery items have been performed by the dealer at the time of the vehicle delivery

- Reviewed Operation & Service Manual with customer.
- Explained and demonstrate vehicle accessory operation to customer.
- Explained maintenance program to customer.
- Explained Peterbilt Warranty to customer.

KNE
Dealers Initials

Peterbilt Motors Company
A DIVISION OF PACCAR
1700 Woodbrook St.
Denton, TX 76205-7864

Vehicle Identification Number (17-digit VIN)

Engine Serial Number (ESN)

1XPXD49X8MD723697

80236183

Option Code	Option Description
9400090	Standard Warranty Class 8
9481651	5 Years / 500,000 Miles X15 Performance Aftertreatment
9481727	5 Years / 500,000 Miles X15 Performance Plan 1 w/ T&T

INVOICE



JX Truck Center - Bolingbrook
535 E. South Frontage Road
Bolingbrook, IL 60440
Phone: 630-972-2720
(Division of Peterbilt Illinois - Joliet, Inc.)

Invoice: 2210826T
Invoice Date: 01/23/2020
Deal/Package: 26078/1
Branch: BBRK
Department: New Truck

Bill-To: ADS LOGISTICS COMPANY LLC 116 E 1100 NORTH CHESTERTON, IN 46304	Ship-To: ADS LOGISTICS COMPANY LLC 116 E 1100 NORTH CHESTERTON, IN 46304
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ID: 17186 Ph: 889-977-2787 P/O: Salesperson: Ron Coffman

+ SOLD UNIT(S)

Stock Number: **723695** Price: \$147,500.00
VIN: **1XPXD49X4MD723695**
Year: **2021** Make: **PETERBILT** Model: **389**
Engine SN: 80235465
ADDITIONAL UNIT CHARGES
Extended Warranty Price: \$10,785.00
Unit Price: \$158,285.00

Stock Number: **723696** Price: \$147,500.00
VIN: **1XPXD49X6MD723696**
Year: **2021** Make: **PETERBILT** Model: **389**
Engine SN: 80235467
ADDITIONAL UNIT CHARGES
Extended Warranty Price: \$10,785.00
Unit Price: \$158,285.00

Total Sold Unit(s): \$316,570.00

Administrative / Services Fee	\$179.00
Deal Add-On Fees:	\$179.00
	17,700.00
	17,700.00
Total FET/Other:	\$35,400.00
Total:	\$352,149.00
Deposit:	(\$2,000.00)
Net:	\$350,149.00

Balance Due:	\$350,149.00
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Terms Due: 01/23/2020
Remit Balance Due To:
JX Truck Center - Bolingbrook
535 E. South Frontage Road
Bolingbrook, IL 60440

Signature: _____

Date: 01/23/2020

Invoice Disclosure:

If You Are Purchasing a Vehicle Subject to FET:

Pursuant to Public Law 97-424 the cost of parts and accessories in excess of \$1,000 installed within 6 months of the first retail sale date of the vehicle are subject to a 12% Federal Excise tax. The purchaser is responsible for payment of such tax.

If You Are Purchasing Pre-Owned Equipment:

The sale of any pre-owned equipment is made with no dealer warranties, express or implied, including any warranty of merchant ability or fitness for a particular purpose.

If You Are Purchasing a Glider Kit:

When this Glider Kit is fully assembled it is the purchaser's responsibility to pay any applicable federal excise tax on the completed vehicle. The seller does not assume any responsibility or liability relative to the calculation of any applicable excise tax or payment thereof. It is recommended that you contact your tax professional and/or legal counsel to determine the amount of federal excise tax owed, if any.

Initial Here _____

Invoices

Stock Number	ADS Unit #	Vehicle Identification #	Engine Serial #	Invoice Date	Invoice #	Amount
723700	3666	1XPXD49X4MD723700	80236516	2/11/20	2210847T	175,985.00
723703	3669	1XPXD49X4MD723703	80238539	2/11/20	2210847T	175,985.00
723704	3670	1XPXD49X4MD723704	80238846	2/11/20	2210847T	175,985.00
723699	3665	1XPXD49X4MD723699	80236512	2/7/20	2210841T	175,985.00
723702	3668	1XPXD49X4MD723702	80236514	2/7/20	2210841T	175,985.00
723698	3664	1XPXD49X4MD723698	80236181	1/31/20	2210831T	175,985.00
723701	3667	1XPXD49X4MD723701	80236515	1/31/20	2210831T	175,985.00
723697	3663	1XPXD49X4MD723697	80236183	1/28/20	2210829T	175,985.00
723696	3662	1XPXD49X4MD723696	80235467	1/23/20	2210826T	175,985.00
723695	3661	1XPXD49X4MD723695	80235465	1/23/20	2210826T	175,985.00
Admin Fees						179.00
Total						<u>1,760,029.00</u>

Payments

Payment Date	Amount
9/5/19	20,000.00
1/23/20	350,149.00
1/30/20	171,985.00
2/5/20	348,149.00
2/11/20	351,970.00
2/21/20	172,592.00
2/14/20	345,184.00
	<u>1,760,029.00</u>

Payment Description	Amount
Down Payment	20,000.00
Trucks 3661 & 3662	350,149.00
Truck 3663	171,985.00
Trucks 3667 & 3664	348,149.00
Truck 3668 & 3665	351,970.00
Truck 3670	172,592.00
Truck 3669 & 3666	345,184.00
	<u>1,760,029.00</u>