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Attorney for Plaintiff
TRANSPORT FUNDING, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

TRANSPORT FUNDING, LLC	)	
	)	Case No. A-23-870705-C
Plaintiff,	)	Dept. No. 5
	)	
vs.	)	
	)	
EDWARD PERSLEY,	)	
NICOLE TUCKER and	)	
BMD TRUCKING, LLC	)	
DOES I through X and ROE	)	EXEMPT FROM ARBITRATION
CORPORATIONS I through X,	)	(EQUITABLE RELIEF)
inclusive,	)	
	)	Date: HEARING REQUESTED
Defendant.	)	Time: HEARING REQUESTED
	)	

**MOTION FOR ORDER TO SHOW CAUSE WHY PROPERTY SHOULD NOT BE TAKEN
FROM THE DEFENDANTS AND DELIVERED TO THE PLAINTIFF AND FOR WRIT
OF POSSESSION**

COMES NOW, TRANSPORT FUNDING, LLC ("Plaintiff"), by and through its counsel, JEFFREY G. SLOANE, ESQ., and moves this Honorable Court for a Writ of Possession in favor of Plaintiff and against Defendants, EDWARD PERSLEY, NICOLE TUCKER and BMD TRUCKING, LLC (hereinafter "Defendants").

This Motion is made and based upon the Complaint on file herein, the Affidavit of CRAIG NEWTON is the Litigation Specialist for Transport Funding, LLC, attached hereto as Exhibit "1", and the following Points and Authorities.

1 I.

2 **FACTS**

3 On or about September 28, 2021, PERSLEY executed a Note in
4 favor of Plaintiff for the purpose of securing a loan in the amount
5 of \$114,203.00; to be repaid in 50 equal monthly installments of
6 \$1,944.06 commencing on November 13, 2021, and continuing on the
7 same day of each successive month thereafter until paid in full.
8 As was agreed between Plaintiff and PERSLEY, PERSLEY gave Plaintiff
9 title to a 2017 KW T680 RAISED ROOF SLEEPER VIN NO.
10 1XKYD49X5HJ129005 as security for said loan. See copies of the
11 Certificate of Title and Conditional Sale Contract and Security
12 Agreement attached hereto and by this reference made a part hereof
13 as Exhibits "2" and "3" respectively.

14 That PERSLEY is past due since October 13, 2022
15 through and including April 13, 2023 in the approximate sum of
16 \$11,664.36, not including late charges or costs. PERSLEY is
17 therefore in default under the terms of said contract. No further
18 payments have been made although demand has been duly made thereof.

19 No further payments have been made although demand has been
20 duly made thereof and there remains a principal balance due and
21 owing by PERSLEY of \$66,690.45 plus late charges in the sum of
22 \$826.67, finance charges in the sum of \$173.52, and miscellaneous
23 charges in the sum of \$5,935.00, for a total sum of \$73,625.34,
24 exclusive of court costs and attorneys fees.

25 The current and actual value of said vehicle is approximately
26 \$49,150.00 pursuant to the NADA.

27 It is Plaintiff's belief that one or all of the Defendants are
28

1 presently in possession of the above-described property and that
2 Defendants have no right or title to said property and has failed
3 and refused to surrender said property.

4 On these facts, Plaintiff now requests that the Court grant
5 this Motion for Writ of Possession in order that Plaintiff
6 maintain its status as a secured creditor.

7 **II.**

8 **POINTS AND AUTHORITIES**

9 Nevada Revised Statutes 31.840 states as follows:

10 Delivery may be claimed before answer. The plaintiff in an
11 action to recover the possession of personal property may, at the
12 time of issuing the summons, or at any time before answer, claim
13 the delivery of such property to him as provided in this chapter.

14 Nevada Revised Statutes 31.850 states as follows:

15 Requisites of affidavit by plaintiff. Where a delivery is
16 claimed, an affidavit shall be made by the Plaintiff, or by someone
17 in his behalf, and filed with the court showing:

- 18 1. That the plaintiff is the owner of the property claimed
19 (particularly describing it), or is lawfully entitled to
the possession thereof.
- 20 2. That the property is wrongfully detained by the
21 Defendant.
- 22 3. The alleged cause of the detention thereof according to
his best knowledge, information and belief.
- 23 4. That the same has not been taken for a tax, assessment or
24 fine pursuant to a statute, or seized under an execution
25 or an attachment against the property of the plaintiff,
or, if so seized, that it is by statute exempt from such
seizure.
- 26 5. The actual value of the property.

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EXHIBIT 1

**AFFIDAVIT OF CRAIG NEWTON IN SUPPORT
OF MOTION FOR WRIT OF POSSESSION**

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

CRAIG NEWTON, being first duly sworn, under oath, deposes and says:

1. That Affiant, CRAIG NEWTON is the Litigation Specialist for Transport Funding, LLC. Plaintiff herein, and has personal knowledge of the facts and circumstances surrounding the following affidavit.

2. That Plaintiff has a security interest pursuant to Chapter 104 of the Nevada Revised Statutes in, and is lawfully entitled to, possession of the following:

2017 KW T680 RAISED ROOF SLEEPER VIN NO. 1XKYD49X5HJ129005

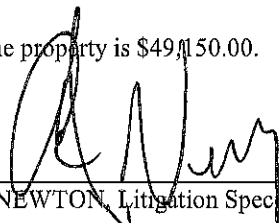
3. That the aforementioned property is being wrongfully detained by Defendants, EDWARD PERSLEY, NICOLE TUCKER and BMD TRUCKING LLC.

4. That the cause of the detention thereof, according to Affiant's best knowledge, information and belief, is that Defendants, and BMD TRUCKING LLC have failed and continues to fail and refuse to pay Plaintiff monies due and owing. Said Defendants, EDWARD PERSLEY, NICOLE TUCKER and BMD TRUCKING LLC have thereby defaulted on the agreement with Plaintiff, allowing Plaintiff to take possession of that property.

5. That to the best of my knowledge, information and belief, the property has not been taken for a tax, assessment or fine pursuant to a statute, or seized under an execution or an attachment against the property of Plaintiff.

6. That to the best of my knowledge, information and belief, the property is in the possession of the Defendants EDWARD PERSLEY, NICOLE TUCKER and BMD TRUCKING LLC.

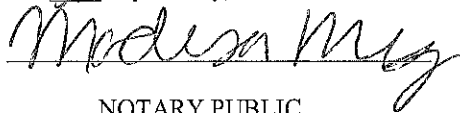
7. That the estimated actual value of the property is \$49,150.00.



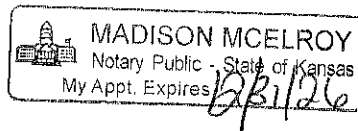
CRAIG NEWTON, Litigation Specialist for Transport Funding, LLC

SUBSCRIBED AND SWORN to before me

this 31st day of May, 2023.



NOTARY PUBLIC



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EXHIBIT 2

DMV MICROGRAPHICS USE ONLY

NOTICE OF TRANSFER AND
RELEASE OF LIABILITY

MAIL THIS PORTION TO DMV-OR-FILE ONLINE AT dmv.ca.gov

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME

FIRST

B. NEW OWNER'S ADDRESS

APT NUMBER

D. CITY

STATE

ZIP CODE

F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME

FIRST

H. SELLER'S OR LESSEE'S ADDRESS

APT NUMBER

J. CITY

STATE

ZIP CODE

VEHICLE ID NUMBER

1XKYD49X5HJ129005

YR. MODEL MAKE

2017 KW

PLATE NUMBER

5QJB566

REG 138A (REV. 10/2012)

506-7830600-001

STATE OF CALIFORNIA

FMD211129Z4

CERTIFICATE OF TITLE

VEHICLE HISTORY

COMMERCIAL

TITLE ONLY

VEHICLE ID NUMBER

1XKYD49X5HJ129005

YR

MODEL

MAKE

2017 KW

PLATE NUMBER

5QJB566

BODY TYPE MODEL

DS

AX UNLADEN

WEIGHT

FUEL

TRANSFER DATE

3 16000 D

FEES PAID

NONE

REGISTRATION

EXPIRATION DATE

10/31/2021

YR 1ST
SOLD

CLASS

*YR

MO

EQUIPMT/TRUST NUMBER

WF 2021

00

ISSUE DATE

11/29/21

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

ODOMETER READING

REGISTERED OWNER(S)

PERSLEY EDWARD
7227 W WINDMILL LN 207
LAS VEGAS
NV 89113



I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a

DATE

X

SIGNATURE OF REGISTERED OWNER

1b

DATE

X

SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE

TRANSFEROR/SELLER SIGNATURE(S)

DATE

TRANSFeree/BUYER SIGNATURE(S)

X

X

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY

PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

TRANSPORT FUNDING LLC
8717 W 110TH ST STE 700
OVERLAND PARK
KS 66210

2. X

Signature releases interest in vehicle. (Company names must be countersigned)

Release Date

CA208470156

014964

REG. 17.30RS (REV.02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

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EXHIBIT 3

PAYMENT SCHEDULE: Buyer promises to pay Seller the UNPAID TIME BALANCE (Item 7 above) in

50 installments as follows:
(Total No. of installments)

For equal successive
Monthly installments:

(a) \$ 1,944.06 on 11/13/2021

and a like sum on the like date

of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of the remaining unpaid balance, or if blank, then:

For other than equal
Successive monthly
Installments:

(b)

A. COLLATERAL USE. BUYER REPRESENTS AND WARRANTS TO SELLER THAT THE COLLATERAL SHALL BE USED SOLELY FOR BUSINESS PURPOSES. Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. COLLATERAL PRESERVATION. Buyer agrees, at its own cost and expense: to do everything necessary and expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral, including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including payment of the reasonable fees of any attorneys retained by Seller; to immediately repay to Seller any amounts paid by Seller in the enforcement or administration of its rights under this Agreement, including without limitation any amounts paid by Seller to a depository institution because a check, draft, or order made or drawn by or for the benefit of Buyer is returned unpaid for any reason; and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this Agreement or any accompanying note.

C. INSURANCE. Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this Agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks shall not constitute a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. FINANCING STATEMENT. If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement may be filed as a financing statement. Buyer authorizes Seller to file a financing statement describing the Collateral. Buyer authorizes Seller to file financing statements covering assets of Buyer other than the Collateral described herein.

E. PERFORMANCE. If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. DEFAULT. Time is of the essence in the performance of all obligations under this Agreement. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other obligation, term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller or otherwise acquired by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost, destroyed, or concealed from Seller; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; (h) Seller in good faith believes that the prospect of payment or performance hereunder is impaired; or (i) there shall be a material change in the management, ownership or control of Buyer; (j) if there shall occur an (i) appropriation, (ii) confiscation, (iii) retention, or (iv) seizure of control, custody or possession of any Collateral by any governmental authority including, without limitation, any municipal, state, federal or other governmental entity or any governmental agency or instrumentality (all such entities, agencies and instrumentality's shall hereinafter be collectively referred to as "Governmental Authority"); (k) if anyone in the control, custody or possession of any Collateral or the Buyer is accused or alleged or charged (whether or not subsequently arraigned, indicted or convicted) by any Governmental Authority to have used any Collateral in connection with the commission of any crime (other than a misdemeanor moving violation); or (l) the Buyer, if an individual, dies or is rendered incapacitated.

Buyer's Initials 

Co-Buyer's Initials

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G. REMEDIES. Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this Agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to Seller, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. If Seller elects to provide notice of default, said notice shall be mailed to Buyer's address on this loan Agreement or such other address as required by Section R. of this Agreement. Buyer agrees Seller may, at its option, install a global positioning locating device in the Collateral to assist Seller in locating and taking possession of the Collateral in the event of default. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral, which is in or upon the Collateral at the time of repossession, may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the occurrence of an event of default, to proceed against all of Buyers' assets, including those held or used by Buyer individually or under another trade or division name. Buyer shall be liable for payment of all expenses of retaking, holding, preparing for sale, selling and the like which shall include (a) the reasonable fees of any attorneys retained by Seller, and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default. Seller may sell the Collateral without giving any warranties as to the Collateral. Seller may disclaim any warranties of title, possession, quiet enjoyment, or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

H. LOUISIANA AND ARIZONA PROVISIONS.

LOUISIANA LAW PERMITS REPOSSESSION OF MOTOR VEHICLES WITHOUT JUDICIAL PROCESS. SELLER RESERVES THE RIGHT TO REPOSSESS THE COLLATERAL IN THE STATE OF LOUISIANA PURSUANT TO LOUISIANA'S "ADDITIONAL DEFAULT REMEDIES ACT," LA R.S. 6:965 ET SEQ.

If applicable, under Arizona Revised Statutes (A.R.S.) Section 13-1813, upon notice of default, Buyer has thirty (30) days to cure the default. If the default is not cured within thirty (30) days, it is unlawful to fail to return the collateral and it shall be considered stolen property subject to the maximum penalty for unlawful failure to return a motor vehicle subject to a security interest (AZ 28-4845 class 6 felony).

I. GENERAL. Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this Agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this Agreement. After assignment of this Agreement by Seller, the assignor will not be the assignee's agent for any purpose. Buyer waives and will not assert against any assignee of Seller any claims, counterclaims, claims in recoupment, abatement, reduction, defenses, or set-offs for breach of warranty or for any other reason which Buyer could assert against Seller except defenses which cannot be waived under the Uniform Commercial Code. Any provisions hereof contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Seller may correct patent errors herein. All of the terms and provisions of this Agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns. Buyer represents and warrants to Transport Funding, LLC, that he/she is authorized to execute this Agreement on behalf of Lessee/Buyer. In the event it is determined at a later date that the undersigned was not authorized to sign on behalf of Lessee/Buyer, the undersigned shall be personally liable for the return of the collateral to Transport Funding, LLC plus all damages incurred by Transport Funding, LLC, by reason of such misrepresentation, including but not limited to, its reasonable attorney fees, court costs and expenses. Buyer agrees to pay a processing and handling fee of \$25.00 to Seller in the event of a dishonored check, or for reimbursement of the shipping and handling costs associated with an expedited release of the Buyer's certificate of title after termination of this agreement.

J. CONFESSION OF JUDGMENT. Buyer hereby confesses judgment, consenting that judgment be rendered and signed whether during term of court or in vacation, in favor of Seller for the full amount of the indebtedness in principal, finance charge, and attorney fees, together with all charges and expenses whatsoever, all as provided hereunder.

K. ACCELERATION INTEREST. Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2 % per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. DELINQUENCY CHARGE. For each installment not paid when due, Buyer agrees to pay to Seller a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Seller's option, 5% of such installment, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect.

M. SECURITY INTEREST. To secure payment of the UNPAID TIME BALANCE (Item 7), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. CROSS SECURITY. Buyer grants to Seller a security interest in the Collateral to Secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this Agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. DISCLAIMER. There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for consequential damages, including, without limitation, lost profits, lost business expectancies, down time, rental expenses, transportation expenses, and/or lodging expenses alleged by

Buyer's Initials DS
EP

Co-Buyer's Initials _____

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P. ADDITIONAL COVENANTS AND ORAL AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Q. CHATTEL PAPER. This specific Security Agreement is to be sold and assigned only to TRANSPORT FUNDING, L.L.C. or its affiliates or subsidiaries ("TRANSPORT FUNDING, L.L.C.") and subject to the security interest of TRANSPORT FUNDING, L.L.C. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR TRANSPORT FUNDING, L.L.C." which shall be delivered to and held by TRANSPORT FUNDING, L.L.C. Any change in the name of the assignee of this Security Agreement from TRANSPORT FUNDING, L.L.C. shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than TRANSPORT FUNDING, L.L.C. will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due hereunder. Any assignment or transfer of this Agreement to any assignee or secured party other than TRANSPORT FUNDING, L.L.C. is invalid, unenforceable and violates the rights of TRANSPORT FUNDING, L.L.C.

R. PRIVACY WAIVER. Seller may receive from and disclose to any individual, corporation, business trust, association, company, partnership, joint venture, or other entity (herein collectively, the "Entity"), including, without limiting the generality of the foregoing, Seller's parent or any affiliate or any subsidiary of Seller and any credit reporting agency or other Entity whether or not related to Seller for any purpose, information about Buyer's accounts, credit application and credit experience with Seller and Buyer authorizes any Entity to release to Seller any information related to Buyer's accounts, credit experience and account information regarding the Buyer. This shall be continuing authorization for all present and future disclosures of Buyer's account information, credit application and credit experience on Buyer made by Seller, or any Entity requested to release such information to Seller. Buyer expressly consents to the recording of telephone communications between Buyer and Seller.

S. LOCATION OF BUYER. (i) If Buyer is a corporation, limited liability company, limited partnership or other registered organization, its state of organization is in the state set forth immediately below its signature on the last page of this Agreement; (ii) if Buyer is an individual, his/her principal place of residence is at the address set forth immediately below its signature on the last page of this Agreement; (iii) if Buyer is an organization, its place of business or, if it has more than one place of business, its chief executive office, is located at the address set forth immediately below its signature on the last page of this Agreement. Buyer agrees that it will not, without the prior written consent of Seller, change its state of organization if it is a corporation, limited liability company, limited partnership or other registered organization or the location of its chief executive office or its place of business if it is an organization. If Buyer is an individual, Buyer must notify Seller in writing of a change in his/her principal place of residence 30 days prior to such change.

T. ALLOCATION OF PAYMENTS. All payments made by Buyer to Seller with reference to this Security Agreement shall be applied first to any indebtedness which is not secured, then to delinquency charges, then to interest, then to insurance payments, then to any other fees or other amounts payable hereunder other than the indebtedness secured by a purchase money security interest in the Collateral, until all of such indebtedness is paid in full, and then to the indebtedness secured by a purchase money security interest in the Collateral in the order in which that indebtedness was incurred. This provision controls over any conflicting provision or language in this Security Agreement or in any other agreement between Seller and Buyer unless the parties mutually agree in writing in a subsequent agreement to override this provision.

U. ELECTRONIC SIGNATURE AND AGREEMENT. BUYER AND SELLER AGREE TO USE ELECTRONIC MEANS TO EXECUTE THIS AGREEMENT IN THE FORM OF AN ELECTRONIC SIGNATURE. BUYER AND SELLER AGREE THAT THE ELECTRONIC RECORD OF THIS AGREEMENT RETAINED BY SELLER, A COPY OF WHICH BUYER ACKNOWLEDGES BUYER HAS RECEIVED, IS THE ORIGINAL AGREEMENT. BUYER AND SELLER AGREE THAT EITHER THE ELECTRONIC RECORD OF THE AGREEMENT CONTAINING THE ELECTRONIC SIGNATURES OF BUYER AND SELLER OR A PRINTED COPY OF THE AGREEMENT PRINTED FROM THE ELECTRONIC RECORD OF THE AGREEMENT RETAINED BY SELLER CONTAINING A PRINTED VERSION OF ELECTRONIC SIGNATURES OF THE BUYER AND SELLER CAN BE USED AS THE ORIGINAL AGREEMENT FOR ANY PURPOSE AT LAW OR IN EQUITY. SUCH PURPOSES WOULD INCLUDE, BUT NOT BE LIMITED TO, PROOF OF SEL

V. WAIVER OF JURY TRIAL, AND CONSENT TO JURISDICTION AND APPLICATION OF KANSAS LAW. BUYER AGREES THAT ANY LAWSUIT, CLAIM OR OTHER LITIGATION FILED BY BUYER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE COLLATERAL SHALL BE BROUGHT EXCLUSIVELY IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS, AND SHALL BE GOVERNED BY KANSAS LAW WITHOUT REGARD TO ANY STATE'S LAWS REGARDING CONFLICT OF LAWS. BUYER FURTHER AGREES THAT, IF SELLER DEEMS IT NECESSARY TO ENFORCE THE PAYMENT AND PERFORMANCE OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT, SELLER MAY FILE SUIT IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS, AND BUYER HEREBY STIPULATES TO THE JURISDICTION AND VENUE OF SUCH COURT. IN ANY SUCH LAWSUIT, CLAIM, OR LITIGATION ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT AND/OR THE COLLATERAL, REGARDLESS OF WHETHER SUCH LAWSUIT, CLAIM, OR LITIGATION IS INITIATED BY SELLER OR BUYER, THE PARTIES HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND AGREE THAT ALL CLAIMS, COUNTERCLAIMS AND CAUSES OF ACTION SHALL BE TRIED TO THE COURT.

W. RIGHT TO REVIEW/VOLUNTARY AGREEMENT. Buyer states that Buyer has had an opportunity to read and fully understands this Agreement. Buyer has further had an opportunity to discuss this Agreement with legal counsel of Buyer's choice regardless of whether or not it has chosen to do so. Buyer further represents and warrants to Seller that Buyer is voluntarily entering into this Agreement.

X. PRIVACY WAIVER & CERTIFICATION OF IDENTITY. BUYER HEREBY WAIVES BUYER'S RIGHT TO PRIVACY, AND AUTHORIZES THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION TO RELEASE ANY AND ALL INFORMATION RELATING TO BUYER TO TRANSPORT FUNDING, LLC, 8717 W. 110TH STREET, SUITE 700, OVERLAND PARK, KS 66210.

Y. RECORDING OF CONVERSATIONS. BUYER ACKNOWLEDGES THAT ALL TELEPHONE COMMUNICATIONS TO AND FROM SELLER MAY BE RECORDED BY SELLER. BUYER HEREBY CONSENTS TO SELLER RECORDING ANY SUCH CONVERSATIONS.

Z. COMPLETE AGREEMENT. Buyer and Seller agree that this is a five-page agreement and each page hereof constitutes a part of this Agreement.

BUYER ACKNOWLEDGES THAT BY SIGNING THIS CONTRACT IT IS AWARE OF AND AGREES WITH ALL OF ITS TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO, SECTION U, WAIVER OF JURY TRIAL, SECTION V, RIGHT TO REVIEW/VOLUNTARY AGREEMENT, SECTION W, PRIVACY WAIVER & CERTIFICATION OF IDENTITY, AND SECTION X, RECORDING OF CONVERSATIONS.

Buyer's Initials

DS
EP

Co-Buyer's Initials

Page 4 of 5

BUYER ACKNOWLEDGES THAT BY SIGNING THIS AGREEMENT BUYER IS AWARE OF AND AGREES WITH ALL OF ITS TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO, SECTION U, ELECTRONIC SIGNATURE AND AGREEMENT, SECTION V, WAIVER OF JURY TRIAL, SECTION X, RIGHT TO REVIEW/VOLUNTARY AGREEMENT, SECTION X, PRIVACY WAIVER & CERTIFICATION OF IDENTITY, AND SECTION Y, RECORDING OF CONVERSATIONS.

NOTICE TO BUYER DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES, YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE TIME PRICE DIFFERENTIAL.

Dated 9/28/2021

Buyer acknowledges receipt of a full and complete copy of this Agreement in the form of an electronic record.

Seller ARROW TRUCK SALES, INC.
(Name of individual, corporation or partnership)

Buyer EDWARD PERSLEY
(Name of individual, corporation or partnership. Give trade style, if any, after name.)

DocuSigned by:
By BLUE LEANNE BRITTON Title MANAGER
(If corporation or other party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

Print Name: EDWARD PERSLEY
Title: INDIVIDUAL

Signature: [Signature]
DocuSigned by:
X 7ABC72DD479B450...

Print Name:

Title:

Signature:

X

10175 CHERRY AVE
(Street Address)
FONTANA, CA 92335
(City, State and Zip Code)

Co-Buyer acknowledges receipt of a full and complete copy of this Agreement in the form of an electronic record.

Co-Buyer
(Name of individual, corporation or partnership. Give trade style, if any, after name.)

Print Name:

Title:

Signature:

X

STATE OF ORGANIZATION/DOMICILE:

NEVADA

Principal Residence/Chief Executive Office/Place of Business:

7227 W WINDMILL LN #207
(Street Address)

LAS VEGAS, CLARK, NEVADA 89113
(City, County, State and Zip Code)

Buyer's Initials EP

Co-Buyer's Initials



A Transport Funding Program

ASSIGNMENT AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to TRANSPORT FUNDING, L.L.C., 14 Corporate Woods, Suite 700, 8717 W. 110th Street, Overland Park, KS 66210, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that

Agreement dated 9/28/2021 between EDWARD PERSLEY ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1XKYD49X5HJ129005 (the "Security Agreement"),

(b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects with what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct, the Collateral was sold in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservations of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons; Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 9/28/2021

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

Assignor _____ (Name of individual, corporation or partner)
(Identify specific agreement or, if none, show "None")
By _____ Title _____
Dated _____ (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partners, show which.)

WITHOUT RECOURSE: This assignment is without recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

Assignor _____ (Name of individual, corporation or partner)
(Identify specific agreement or, if none, show "None")
By _____ Title _____
Dated _____ (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partners, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

SUBJECT TO THE ARROW TRUCK SALES, INC. / TRANSPORT FUNDING, L.L.C. RETAIL FINANCE AGMT DATED 5-13-1998
(Identify specific agreement or, if none, show "None")

Dated 9/28/2021

Assignor ARROW TRUCK SALES, INC.
(Name of individual, corporation or partnership)

DocuSigned by:
By BILLE LEANNE BRITTON Title MANAGER
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partners, show which.)