

Form A – Uniform Franchise Registration Application

UNIFORM FRANCHISE REGISTRATION APPLICATION

File No. F-620
(Insert file number of immediately preceding filing of Applicant)

State: Minnesota

Fee: \$200

APPLICATION FOR (Check only one):

- INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES
- RENEWAL APPLICATION OR ANNUAL REPORT
- PRE-EFFECTIVE AMENDMENT
- POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor: PACCAR Leasing Company, a division of PACCAR Financial Corp.
2. Name of the franchise offering: PacLease
3. Franchisor's principal business address:
777 106th Ave NE, Bellevue, WA 98004
P.O. Box 1518, Bellevue, WA 98009
4. Name and address of Franchisor's agent in this State authorized to receive service of process:
Corporation Service Company
2345 Rice Street, Suite 230
Roseville, MN 55113
5. The states in which this application is or will be shortly on file:
Maryland, Wisconsin, California, Virginia and Minnesota.

6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:

Mike R. Beers, Corporate Secretary & Senior Counsel
PO Box 1518, Bellevue, WA 98009
Phone: 425-468-7581; Fax: 425-468-8228
Email: mike.beers@paccar.com

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of February 21, 2024 attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at Bellevue, WA, May 28, 2024

Franchisor:

PACCAR Leasing Company, a division
of PACCAR Financial Corp.

By: 

Name: Kenneth A. Roemer

Title: President

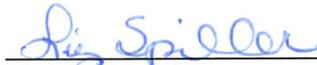
CORPORATE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28 day of May, 2024, before me, Liz Spiller the undersigned notary public, personally appeared Kenneth A. Roemer, known personally to me to be the President of PACCAR Leasing Company, and that, as such officer, being authorized to do so, executed the foregoing instruments for the purposes therein contained, by signing the name of the corporation as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.





Notary Public
Liz Spiller

My commission expires: 09-23-2024

Form B – Franchisor’s Costs and Sources of Funds

FRANCHISOR’S COSTS AND SOURCE OF FUNDS

1. **Disclose the Franchisor’s total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:**

Category	Costs
Real Estate	None
Improvements	None
Equipment	None
Inventory	None
Training	None
Other (describe)	
	None
Totals	

2. **State separately the sources of all required funds:**

Franchisor's operating funds are used to acquire vehicle inventory leased to franchisees for use in franchisees' lease and rental fleets.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISOR: PACCAR LEASING COMPANY, A
DIVISION OF PACCAR FINANCIAL CORP.,
A WASHINGTON CORPORATION
777 – 106TH AVENUE NE
BELLEVUE, WASHINGTON 98004
(425) 468-7877
PacLease.Franchise.Support@PACCAR.com
www.paclease.com

The primary business trademark that a franchisee will use in its business is:



PacLease franchises operate commercial truck leasing and rental businesses. The total investment necessary to begin operation of a PacLease franchise is \$454,250 to \$904,250, not including a new or separate facility. This includes \$4,250 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **NOTE, HOWEVER, THAT NO GOVERNMENTAL AGENCY HAS VERIFIED THE INFORMATION CONTAINED IN THIS DOCUMENT.**

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contracts and this disclosure document to an advisor, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There also may be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: February 23, 2023/24

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state administrator listed in Exhibit I for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT TO RENEW.

Effective Date: February 23, 2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the estimated initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit K includes financial statements. Review these statement carefully.
Is the franchise system stable growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only PacLease business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a PacLease franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit I.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

- 1. Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in [State]. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in [State] than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

Mandatory minimum payments. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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Item 1: The Franchisor, and any Parents, Predecessors and Affiliates

The Franchisor

To simplify the language in this disclosure document, "PACCAR Leasing" means PACCAR Leasing Company, an unincorporated division of PACCAR Financial Corp., the franchisor. "You" means the person who buys the franchise.

PACCAR Leasing is part of a Washington corporation incorporated March 31, 1961, doing business as PACCAR Leasing, PacLease and PACCAR Financial, which maintains its principal business address at 777 – 106th Avenue Northeast, Bellevue, Washington 98004.

PACCAR Leasing's agent for service of process is disclosed in Exhibit J.

Parent, Predecessors and Affiliates

PACCAR Leasing's parent company is PACCAR Inc, a Delaware Corporation. PACCAR Inc manufactures and sells, through independent truck dealers, medium and heavy duty trucks under the Kenworth, Peterbilt and DAF trade names and also sells parts and winches. PACCAR Inc, PACCAR Leasing and PACCAR Financial Corp. all have the same principal address.

PACCAR Leasing's and Parent's and Affiliates' Business

PACCAR Leasing is a franchising company, which sells franchises for operation of commercial truck rental and leasing establishments known as PacLease. PACCAR Leasing also rents and leases trucks and related equipment to both you and to end-users. PACCAR Leasing may periodically acquire or establish and operate its own retail leasing outlets and jointly-operated leasing outlets as part of the PacLease franchise system. As of **December 31, 2023**, PACCAR Leasing has **two (2) retail locations in the U.S: one in Dallas, Texas and one in Grand Prairie, Texas.**

PACCAR Leasing as a division of PACCAR Financial is involved in no other business and has never offered franchises in other lines of business. Besides its PACCAR Leasing division and business operations, PACCAR Financial is principally engaged in offering wholesale truck inventory financing to PACCAR Inc's Kenworth and Peterbilt truck dealerships and retail financing to customers purchasing Kenworth and Peterbilt trucks. PACCAR Financial has never offered franchises in any line of business except the PacLease franchises.

Franchisor's parent company, PACCAR Inc, has not offered franchises for this business, conducted a business of this type, or offered franchises in other lines of business. PACCAR Inc sells commercial trucks through dealers under state motor vehicle dealer laws in all fifty states. These dealers are not franchises under either general state franchise laws or the Federal Trade Commission franchise trade regulation rule.



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The PacLease Franchise

Each PacLease business rents and leases commercial trucks and related equipment such as trailers and provides maintenance and other services for those vehicles.

Most PacLease franchises will be owned by, or affiliated with, a Kenworth or Peterbilt truck dealership and your franchise business may be operated together with your Kenworth or Peterbilt retail truck dealership. However, PACCAR Leasing also may offer franchises to parties not affiliated with Kenworth or Peterbilt truck dealerships. These parties may own and operate their own truck leasing and rental businesses at the time they are offered a PacLease franchise. PACCAR Leasing intends to offer a PacLease franchise to these parties in locations not served by PacLease franchises affiliated with Kenworth or Peterbilt truck dealerships or in locations where a PacLease franchise affiliated with a Kenworth or Peterbilt truck dealership is not adequately serving the rental and leasing market. PacLease may also own and operate truck rental and leasing establishments in locations where the market is not served by an existing PacLease franchise or where the existing PacLease franchise is not adequately serving the market. The service and products are used primarily by the trucking industry for the transportation of goods.

The general market for full service truck rental and leasing is a mature but growing market that principally offers trucks, tractors, trailers, maintenance and related services to a wide variety of manufacturing and service industries needing to transport their goods and services.

Applicable Regulations

Local, state and federal regulations generally govern servicing, maintaining, operating and titling motor vehicles and related equipment. These include general regulations of the U.S. Department of Transportation and the Federal Highway Administration, federal and state highway use and mileage taxes, state and local use taxes, state vehicle titling and registration laws, federal and state environmental regulations affecting motor vehicles and state and local laws governing safe operation and maintenance of motor vehicles. You should investigate the application of these laws further.

You will compete with other businesses performing similar services including national full service lessors, regional full service lessors, local independent lessors operating through national associations and lessors affiliated with truck manufacturers and in some markets with other PacLease franchises or with PacLease company-owned establishments.

~~operating through national associations and lessors affiliated with truck manufacturers and in some markets with other PacLease franchises or with PacLease company owned establishments.~~

Item 2: Business Experience

Chief Executive Officer and
Director, PACCAR Financial Corp.:

H. C. Schippers

Mr. Schippers joined DAF Trucks N.V., a subsidiary of PACCAR Inc, in April 1986 as a Business Analyst. In 2010, Mr. Schippers was appointed to the position of Vice President and President of DAF Trucks N.V. In April 2016, Mr. Schippers relocated to the Corporate Office in Bellevue, Washington as PACCAR Inc Senior Vice President and later became PACCAR Inc Executive Vice President and Chief Financial Officer on February 1, 2017. On May 1, 2017, he was named Director of PACCAR Financial Corp., a position he currently holds. On January 1, 2018, Mr. Schippers was named President and Chief Financial Officer of PACCAR Inc, a position he currently holds. On July 1, 2019, Mr. Schippers was named Chief Executive Officer of PACCAR Financial Corp., a position he currently holds.

Principal Financial Officer and
Director, PACCAR Financial Corp.:

T. R. Hubbard

Mr. Hubbard was employed by DaimlerChrysler Truck Financial from 1986 to 2007, where he held positions of increasing responsibility, his last position being Director of Credit, Collections and Internal Operations. Mr. Hubbard joined PACCAR Financial Corp. in October 2007 as Assistant General Manager-Operations. In January 2010, he was named Assistant General Manager-Sales and Marketing. On April 1, 2011, Mr. Hubbard was named President of PACCAR Financial Corp. On April 20, 2011, he was named Vice President of PACCAR Inc, a position he currently holds. On August 1, 2012, Mr. Hubbard was named Director of PACCAR Financial Corp., a position he currently holds. On February 1, 2019, Mr. Hubbard was named Principal Financial Officer of PACCAR Financial Corp., a position he currently holds.

President and Director, PACCAR Financial Corp.:

C. R. Gryniewicz

Mr. Gryniewicz has been employed with PACCAR Inc and its subsidiary, PACCAR Financial Corp., in various positions of increasing responsibility since 2007. In 2011, he was named Director of Credit for PACCAR Financial Corp. and, in 2013, Director of Credit for PACCAR Inc. In 2012, Mr. Gryniewicz was named Director of Operations for PACCAR Financial Corp. In 2016, Mr. Gryniewicz was named the Director of Worldwide Credit for PACCAR Inc and, in 2018, Assistant General Manager – Sales and Marketing for PACCAR Financial Corp. On February 1, 2019, Mr. Gryniewicz was named President and a Director of PACCAR Financial Corp., positions he currently holds.

President, PACCAR Leasing Company and
Director, PACCAR Financial Corp.:

K. A. Roemer

Mr. Roemer joined PACCAR Financial Corp. in January 2003 as Southwest Area Operations Manager. In March 2004, he was named Assistant Country Manager-United Kingdom of PACCAR Financial Europe. He held that position until January 2006, when he was named Director of Operations. In March 2009, he was named Managing Director and held that position until May 2011 when he was named Assistant General Manager, Sales & Marketing, of PACCAR Financial Corp. On April 16, 2014, Mr. Roemer was named a Director of PACCAR Financial Corp., a position he currently holds. On October 1, 2014, Mr. Roemer was named Assistant General Manager of Operations of PACCAR Leasing Company. He held that position until October 1, 2015 when he was named President of PACCAR Leasing Company, a position he currently holds.

Treasurer, PACCAR Financial Corp.:

R. C. Strauss

Mr. Strauss joined PACCAR Inc in 2009 and has held positions of increasing responsibility within PACCAR Inc and PACCAR Financial Corp. In 2013, he was promoted to Director of Treasury Funding and Director of Fleet Credit for PACCAR Financial Corp.. On February 1, 2019, Mr. Strauss was named Treasurer of PACCAR Financial Corp., a position he currently holds.

Secretary, PACCAR Inc and PACCAR Financial Corp.:

M. R. Beers

Mr. Beers joined PACCAR Inc in January 2017 as Senior Counsel, a position he currently holds. In May 2017, he was named Assistant Secretary of PACCAR Inc and PACCAR Financial Corp. In December 2021, Mr. Beers was promoted to Secretary of PACCAR Inc and PACCAR Financial Corp. Prior to joining PACCAR, Mr. Beers was a Partner at the law firm of Cairncross & Hempelmann, P.S. in Seattle, where he worked for over nine years. He has also practiced law at the Seattle offices of Dorsey & Whitney LLP and Holland & Knight LLP.

Assistant General Manager, PACCAR Leasing Company:

M. R. Willey

Mr. Willey was employed by Penske Truck Leasing from 1996 to 2014 where he held positions of increasing responsibility, his last position being National Account Executive in Chicago, IL. Mr. Willey also served as Sergeant in the U.S. Marines from 1988 to 1996. He joined PACCAR Leasing in June 2014 as Director of National Accounts. In December 2017, he was named Director of Sales. Mr. Willey was appointed Assistant General Manager of PACCAR Leasing Company on August 2018, a position he currently holds.

Director of Franchise Operations, PACCAR Leasing Company:

DA. [REDACTED] JW.

KeaneMercier

~~Mr. Keane joined PACCAR Financial Corp. as a Treasury Analyst in July 2007. In 2012, he transferred to Kenworth as the Assistant Director of Credit, and in 2013 he took the role of Senior Financial Services Auditor for PACCAR Inc Internal Audit. He held that position until March 2015, at which time he joined PACCAR Financial Corp. as Area Credit Manager. In 2016, he was named Kenworth National Account Manager, and in 2017 was named Southwest Region Manager. Mr. Keane transferred to PACCAR Parts as the Director of Fleet Services in April 2020. Mr. Keane joined PACCAR Leasing Company in October 2021, when he was named Director of Franchise Operations, a position he currently holds.~~
Mr. Mercier joined PACCAR Financial Corp. as a Human Resources Assistant in November 2004 and has held positions of increasing responsibility within Operations, Credit, and Sales. In 2005, Mr. Mercier was promoted to Director of Fleet Credit and became Director of Credit in 2017. He took on the role of a Finance Associate and was promoted to a Senior Finance Associate in 2007. He held that position until 2010 when he was promoted to a Credit Analyst and then a Senior Credit Analyst position. In 2012, Mr. Mercier became the Fleet Credit Manager, followed by a move to the Assistant National Fleet Credit Manager in 2013, and a promotion to the Director of Fleet Credit in 2014. In 2022, XXXX, Mr. Mercier became the PFC Director of National Accounts for Kenworth. Mr. Mercier joined PACCAR Leasing Company in February 2024, when he was named Director of Franchise Operations, a position he currently holds.

Director of Company Direct Operations, PACCAR Leasing Company:

E. M. Hruby

Mr. Hruby joined PACCAR Inc in July 2007 where he held positions of increasing responsibility within Corporate Logistics and Purchasing. In 2016, he transferred to PACCAR Parts as the Assistant Director of Aftermarket Purchasing. In 2018, he joined PACCAR Financial Corp. and was named National Used Equipment Sales Manager and held that position through March 2021. Mr. Hruby joined PACCAR Leasing Company in April 2021, when he was named Director of Company Direct Operations, a position he currently holds.

Director of Marketing and Services, PACCAR Leasing Company:

M. K. Harry

Ms. Harry worked for PACCAR Parts, a division of PACCAR Inc, from March 1999 to October 2005, where she performed various roles in inventory and materials management. In 2005, Ms. Harry was named a Dealer Performance Manager. In 2009, she joined Kenworth Truck Company, a division of PACCAR Inc, and held management positions in inventory control and marketing. In 2016, Ms. Harry was named Director of Marketing and Services of PACCAR Leasing Company, a position she currently holds.

Director of Credit, PACCAR Leasing Company:

J. A. Wehrli

Mr. Wehrli started his career with PACCAR in October 2014, where he has held positions of increasing responsibility in Finance, his last position being Assistant Area Credit Manager for PACCAR Financial from 2018 through 2021. Mr. Wehrli joined PACCAR Leasing Company in January 2021 as Director of Credit, a position that he

currently holds.

Director of Sales Peterbilt, PACCAR Leasing Company:

K. W. Davis

Mr. Davis was employed by Ryder Transportation Services from 1989 through 2008, where he held positions of increasing responsibility, his last position being Director of Sales. Mr. Davis joined PACCAR Leasing Company in January 2008 as Region Manager. He was appointed Area Operations Manager in 2012 and Director of Franchise Sales in 2015. In 2016, Mr. Davis was appointed Director of Customer Direct and, in August 2018, he was appointed Director of Company Stores. In May 2019, he was named Director of Sales, a position that he currently holds.

Director of Sales Kenworth, PACCAR Leasing Company:

T. S. Berger

Mr. Berger was previously employed by Penske Truck Leasing Company & Penske Logistics from 1982 through 2013, where he held positions of increasing responsibility, his last position being a Strategic Account Executive at Penske Logistics. Mr. Berger joined PACCAR Leasing Company in January 2014 as the Director of National Accounts. In June 2022, he was appointed Director of Sales-Kenworth, a position that he currently holds. He earned his Certified Transportation Professional (CTP) designation through the National Private Truck Council (NPTC) in 1997, and currently serves on the NPTC Board of Governors and NPTC Board of Directors.

Item 3: Litigation

No litigation is required to be disclosed in this item.

Item 4: Bankruptcy

No bankruptcy information is required to be disclosed in this item.

Item 5: Initial Fees

You must pay an initial fee in the amount of \$4,000.00 for your base location in a lump sum 30 days from the date you sign the Franchise Agreement.

The initial franchise fee for a base location may not be uniform in all cases and may be waived under certain circumstances. PACCAR Leasing may change the initial franchise fee upon notice to you.

~~In 20223, PACCAR Leasing did not appointed any one new franchises in the U.S. MPG LEASE AND RENTAL LLC, effective October 5, 2023, with one main location in Sioux City, IA, and four branch locations (Council Bluffs, IA, Ankeny, IA, Lincoln, NE and Norfolk, NE).~~

PACCAR Leasing does not refund the initial franchise fee in whole or in part under any circumstances.

You must also pay to PACCAR Leasing a \$250 deposit which may be used by Franchisor to reimburse other PacLease franchises for unpaid service work provided to your customers under Franchisor's procedures for reciprocal service as described in the Standard Operating Procedures (Exhibit B-1 to this disclosure document). This deposit is not refundable in whole or in part.

Item 6: OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Location Fee (Notes 1 and 2)	\$550 per month per Franchise Ownership Group	Payable quarterly	Monthly fee is per Franchise Ownership Group
Revenue Fee (Notes 1 and 2)	1% of reportable revenue up to \$6 million annually, 0.5% of reportable revenue from \$6 million to \$12 million annually and 0% for revenues over \$12 million	Payable quarterly or monthly	All revenue from your location(s) from all lease, rental, insurance and contract maintenance business. (Note 3)
TRALA Fee	\$0-\$1,500 calculated based on length of franchise relationship, and fleet size.	Payable annually	These charges pay for a portion of the annual membership fees to the Truck Renting And Leasing Association
Insurance Charge (Note 1 when purchased)	\$18-\$48 per Class 8, \$9-\$27 other power units, \$5-\$10 per trailer	Payable monthly 30 days from date of invoice	These charges pay for a standard policy of contingency and excess automobile liability insurance insuring you for losses up to \$5 million per occurrence.
Vehicle Permitting, Tax Reporting, and Licensing Services (Note 1)	\$610 - \$20 per vehicle per month plus one-time setup fee of \$100 per vehicle	Payable monthly 30 days from date of invoice	For these fees, PACCAR Leasing provides tax reporting and filing services to meet state tax and licensing requirements.
National Account Sales Executive (Note 1) (Note 2 NASE commission)	\$100 per truck	30 days after the date the vehicle is placed in service	This fee offsets a small portion of PACCAR Leasing's National Account Sales assistance
National Account Transfer Reserve Fee (Note 1)	\$150 per truck	At time of funding	These charges support the transfer of national account trucks within the network

Notes:

- (1) All fees are imposed by and are payable to PACCAR Leasing. All fees are non-refundable and all of these fees may be changed by PACCAR Leasing. All fees are uniformly imposed.
- (2) These fees in part compensate PACCAR Leasing for providing programs and services including: (1) training course for mechanics on truck maintenance; (2) a marketing program; (3) area operations manager; (4) national accounts sales; (5) rental development program; (6) software tools; and (7) national training.
- (3) PacLease outlets owned and operated by PACCAR Leasing do not have any voting rights or other rights related to fees imposed by franchisee cooperatives. (PacLease franchisees have not established any cooperatives to date nor must they do so under terms or conditions established by PACCAR Leasing.)

Item 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	\$4,000 (Note 1)	Lump Sum	30 days after signing Franchise Agreement	PACCAR Leasing
Service Work Deposit	\$250 (Note 1)	Lump Sum	Same as above	PACCAR Leasing
Real Estate/Facility	(Note 2)	(Note 2)	(Note 2)	(Note 2)
Equipment/Tooling	(Note 3)	(Note 3)	(Note 3)	(Note 3)
Opening Parts Inventory (Note 4)	(Note 4)	(Note 4)	Monthly (Note 4)	Suppliers/ Affiliated Dealership (Note 4)
Opening Vehicle Inventory	\$80,000 - \$150,000 per vehicle (Note 5)	Installment Payments (Note 5)	Monthly over 36-72 months (Note 5)	PACCAR Leasing or other truck financing sources (Note 5)
Miscellaneous Opening Costs	None (Note 6)			
Additional Funds - 3 months	\$50,000 to \$150,000	As Incurred	As Incurred	Employees (Note 7)
Advertising	None			
Total	\$454,250 to \$904,250 (Note 8)			

Real estate costs and vehicle costs are not included. (See Notes 2 and 5.)

Notes:

- (1) PACCAR Leasing does not finance any fees. Fees are not refundable (see Item 5).

-
- (2) Unless you and PACCAR Leasing agree otherwise, your existing facilities, equipment, tools and service capacity as a Kenworth or Peterbilt truck dealer or an independent truck leasing and rental business will be adequate to operate your PacLease franchise. No initial investment in facilities will be needed. You may need to lease or acquire additional or separate facilities if your fleet of vehicles grows beyond the capacity of your existing facility.
 - (3) Equipment and tooling existing in your Kenworth or Peterbilt truck dealership or in your independent leasing company will be adequate to operate your PacLease business. If you agree to open additional facilities after your franchise's vehicle fleet exceeds a specific size, equipment and tooling can range from \$50,000 to \$75,000 which is usually paid over several years (typically seven years) to miscellaneous equipment suppliers (none of which are affiliated with PACCAR Leasing).
 - (4) Parts inventory ordered for your existing dealership or truck leasing operation should be adequate for at least your initial two months of operation. As your vehicle fleet grows, the average dollar value of additional parts inventory you will need is approximately \$175-250 per vehicle per month. As with your current parts inventory, you can purchase this inventory from your existing suppliers, including your Kenworth or Peterbilt truck dealership.
 - (5) PACCAR Leasing recommends that you order between 5 – 20 rental fleet vehicles (depending on the size of your market area) within the first three months of operation to be delivered for use in operating your franchise within the first year of operation. When you order vehicles, you can order them through PACCAR Leasing, your Kenworth or Peterbilt dealership or, if you are an independent truck leasing operation, through the Kenworth or Peterbilt dealership of your choice. You can seek financing on retail installment sales contracts or finance leases from any financing source you choose, including PACCAR Leasing or PACCAR Financial. If you choose to finance the vehicles with a source other than PACCAR Leasing, you may lose the preferential pricing afforded to PACCAR Leasing financed vehicles. Most U.S. PacLease franchises obtain 70-75% of their vehicle financing from PACCAR Leasing under an agreement called a Lease for Re-Lease Agreement (Exhibit C is a copy of this agreement). The lease term for vehicle financing under the Lease for Re-Lease Agreement is typically five years and you guarantee to PACCAR Leasing the pre-determined residual value. This residual value can vary from 15% to 45% of the original cost of the vehicle based on your decisions and your estimates of the payments you expect to receive in leasing or renting the vehicle. You make monthly payments whether or not you receive payments from your customer. As an example, your payments to PACCAR Leasing for a vehicle with a \$130,000 initial cost could vary from \$1,875 per month assuming a residual value of 35%, to \$1,685 per month assuming a residual value of 45%. Interest rates PACCAR Leasing pays for borrowing funds used to pay the vehicle manufacturer also affect your payments under the Lease for Re-Lease Agreement. No down payment is required. PACCAR Leasing may refuse to finance your vehicle fleet.

- (6) Because you already have paid security deposits, utility costs and incorporation fees for your existing Kenworth or Peterbilt dealership or truck leasing operations, you are not required to incur these costs in the initial phase of your operations.
- (7) You will not need to hire any additional mechanics, receptionists or clerical personnel in the initial six months of operating your PacLease franchise if you operate a truck leasing business. If you own or are affiliated with a Kenworth or Peterbilt dealership, PACCAR Leasing requires that you hire a qualified lease salesperson prior to or within the first three months of operation. PACCAR Leasing does not guarantee that you will have no additional expenses in starting your PacLease business. Your costs especially the cost for a qualified lease salesperson, will vary significantly depending on your location, management experience related to truck leasing, the prevailing wage rate and how fast your vehicle fleet grows during the first six months of operation.
- (8) PACCAR Leasing makes these estimates based on its 43 years of experience in full service truck rental and leasing. PACCAR Leasing recommends that you review this information carefully with a business advisor before making your decision to become a PacLease franchisee.

PACCAR Leasing provides financing for your vehicle fleet as described in both Note 5, above, and Item 10 of the disclosure document.

Item 8: Restrictions on Sources of Products and Services

You must purchase vehicle decals and automobile liability insurance on vehicles in your PacLease lease and rental fleet from PACCAR Leasing or other sources PACCAR Leasing approves. Currently PACCAR Leasing is the only approved supplier for these decals. You also must purchase any promotional items using PACCAR Leasing trademarks (for example, caps, jackets, pens) from PACCAR Leasing's approved licensee, BDA Corporate Branding. BDA Corporate Branding is not affiliated with PACCAR Leasing. In the year ending **December 31, 2023**, PACCAR Leasing had revenues of **\$941,430,175** from the sale of decals and promotional items to franchisees which was a small fraction of PACCAR Leasing's total franchise lease revenues (including fee and service income) of **\$1,295.0 million** in the U.S.

PACCAR Leasing does not require you to purchase any promotional items or decals in establishing your business. As you add vehicles to your operation, your cost for vehicle decals will range from **\$125 to \$1,200** per truck depending on the type of vehicle and the number of decals per truck you choose to buy. These costs will be an insignificant portion of your total purchases in establishing your PacLease operation. For a fleet of 25 vehicles, the total cost typically will not exceed **\$30,000**. This is less than 1% of your cost to purchase 25 vehicles. This cost is typically funded and amortized by PACCAR Leasing.

For insurance your rates range from **\$18 to \$48** per month per heavy duty vehicle, **\$9 to \$27** per month per medium duty vehicle and **\$5 to \$10** per month per trailer. This is less than 1% of your cost to purchase a vehicle or trailer. This provides you with a standard policy of contingency and excess automobile liability insurance, insuring you for losses up to **\$5 million** per occurrence. PACCAR Leasing cannot make a more meaningful estimate of your costs for vehicle insurance or their relationship to your total purchases to establish your franchise because these amounts will vary depending on (1) the number of vehicles and amount of vehicle use; (2) insurance availability and market conditions for the insurance; and (3) your ability to control insurance losses through effective safety programs in accordance with PACCAR Leasing's safety programs and policies.

PACCAR Leasing's insurance revenues were **\$2.32 million** for the year ending **December 31, 2023** which was **1.75%** of PACCAR Leasing's total revenues in that year. PACCAR Leasing uses these revenues to pay for the cost of the insurance and to cover claims, actual insured losses and administrative costs.

Your cost for decals, promotional items and automobile liability insurance per vehicle will represent less than **5%** of your total cost in establishing and operating your business. Your cost for trucks used in your truck rental and leasing fleet will represent **10% to 20%** of your total cost in establishing your business and **50% to 80%** of your total cost in operating your business after your first six months of operation.

You can purchase all other goods, services, supplies, fixtures, equipment or inventory from any source as long as the items purchased comply with the specifications of PACCAR Leasing's Brand and Graphic Guidelines as provided on the PACCAR.net Leasing site for that item.

PACCAR Leasing furnishes this information to you and all other franchisees. PACCAR Leasing may make changes to the Brand and Graphic Guidelines section and will provide you with at least 30 days prior notice of the changes.

As disclosed in Note 1 of this Item and in Item 10, PACCAR Leasing offers you financing for your vehicle purchases. In the year ending **December 31, 2023**, PACCAR Leasing had revenues of **\$49119 million** from providing this financing to franchisees in the U.S. This was **70%** of PACCAR Leasing's total revenues of **\$12950 million** in the U.S.

You can purchase forms, tires, oil, antifreeze, and vehicles from PACCAR Leasing. You also can purchase these supplies from any supplier you choose, if they meet graphic standards. PACCAR Leasing does not maintain a list of approved suppliers or criteria for approving suppliers. PACCAR Leasing negotiates national discounts for you and all other franchisees; you are not required to make any purchases or leases under any of these programs.

No officer of PACCAR Leasing owns an interest in any supplier.

PACCAR Leasing does not provide material benefit to a franchisee such as granting additional franchises based on a franchisee's use of designated or approved sources.

Notes:

- (1) As one of its principal business objectives, PACCAR Leasing seeks to promote the sale of Kenworth and Peterbilt trucks and tractors through full service truck rental and leasing. For that reason, Kenworth and Peterbilt truck dealers own or are affiliated with approximately **92.35%** of all U.S. PacLease franchisees. If you are owned by or affiliated with a Peterbilt or Kenworth truck dealership, you may order your vehicles from that dealership or you may order vehicles and obtain financing from PACCAR Leasing which obtains them through the Kenworth or Peterbilt truck divisions and truck dealers. You then can purchase your vehicles from any truck dealer selling that brand or order directly from PACCAR Leasing which obtains the vehicles through Kenworth or Peterbilt truck divisions and truck dealers. (You also can purchase other brands of vehicles from any source you choose). You are encouraged but not required to purchase or lease from PACCAR Leasing or an approved supplier of vehicles. PACCAR Leasing, however, is under no obligation to fund any non-PACCAR product.
- (2) PACCAR Leasing does not require you to purchase specific computer hardware and software. However, to use all of the programs provided by PACCAR Leasing, you must have a computer running Windows 10 or higher and internet access with an e-mail address.

Item 9: FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	Obligation	Section in Agreements	Item in Disclosure Document
a.	Site selection and acquisition/lease	Sections 4.1 to 4.3 of Franchise Agreement	Items 7 and 11
b.	Pre-opening purchase/leases	Section 4.2 of Franchise Agreement	Items 7 and 8
c.	Site development and other pre-opening requirements	Not applicable	Items 6, 7 and 11
d.	Initial and ongoing training	Section 4.3 of Franchise Agreement	Item 11
e.	Opening	Not applicable	Item 11
f.	Fees	Section 2 of Franchise Agreement; Section 4.1 through 4.5 of Standard Operating Procedures	Items 5 and 6
g.	Compliance with standards and policies/operating procedures	Sections 4.7, 4.10, 4.11, 4.12 and 5 of Franchise Agreement	Items 11 and 13
h.	Trademarks and proprietary information	Sections 1.1 through 1.4, 2, 3.1, 3.7, 5 and 8.4 of Franchise Agreement	Items 13 and 14
i.	Restrictions on products/ services offered	Not applicable	Item 16
j.	Warranty and customer service requirements	Sections 4.2, 4.3 and 4.9 of Franchise Agreement, Sections 6 and 7 of Lease for Re-Lease Agreement	Item 17
k.	Territorial development and sales quotas	Not applicable	Item 12
l.	Ongoing product/service purchases	Section 4.5 and 4.6 of Franchise Agreement	Item 8
m.	Maintenance, appearance and remodeling requirements	Sections 4.1 and 4.2 of Franchise Agreement	Items 6, 8 and 11
n.	Insurance	Sections 4.4 and 4.8 of Franchise Agreement; Section 4.5 of Standard Operating Procedures; and Sections 8 and 9 of the Lease for Re-Lease Agreement	Items 6 and 8

	Obligation	Section in Agreements	Item in Disclosure Document
o.	Advertising	Section 4.6 of Franchise Agreement; Section 3.7 of Standard Operating Procedures	Items 6 and 11
p.	Indemnification	Section 4.13 of Franchise Agreement, Sections 8 and 9 of Lease for Re-Lease Agreement	Items 10 and 17
q.	Owner's participation/management/staffing	Sections 4.3 and 4.5, 10.1 and 10.4 of Franchise Agreement	Item 15
r.	Records/reports	Section 4.10 and 4.12 of Franchise Agreement	Items 11 and 17
s.	Inspections/audits	Section 4.10 of Franchise Agreement	Items 11 and 17
t.	Transfer	Section 8.3.b of Franchise Agreement, Section 15 of Lease for Re-Lease Agreement and Section 8 of Standard Operating Procedures	Item 17
u.	Renewal	Section 7 of the Franchise Agreement	Item 17
v.	Post-termination obligations	Sections 1.4 and 8.4 of Franchise Agreement, Sections 10, 12B, 13, 15 and 16 of Lease for Re-Lease Agreement	Item 17
w.	Non-competition covenants	Not Applicable	Item 17
x.	Dispute resolution	Not Applicable	Item 17
y.	Other	Not Applicable	Not Applicable

Item 10: Financing

PACCAR Leasing offers you lease financing alternatives for the purchase of trucks and trailers if you meet PACCAR Leasing's credit standards. PACCAR Leasing offers this financing most often under an agreement called the Lease for Re-Lease Agreement which will be called the "Lease" in this Item. (Exhibit C is a copy of this agreement.) PACCAR Leasing publishes in advance the terms of the lease financing offered and bases financing rates on market conditions. If you choose this option, you will typically pay \$1,685 to \$1,875 a month for 60 months for a vehicle with an acquisition cost of \$130,000 and no down payment (acquisition costs typically vary from \$80,000 to \$150,000). Prices may vary. As disclosed in Note 5 to Item 7, the monthly payment varies depending on the residual value you choose (the residual value is the estimated fair market value at the end of the lease term). See Exhibit C. The Annual Percentage Rate ("APR") varies depending on PACCAR Leasing's cost of funds. As of January 2023, the average APR on a 60 month term is 7.35%. PACCAR Leasing retains legal title to the vehicle during the lease term (Section 13 of the Lease). During the lease term, you may terminate the lease for any vehicle early, although that may involve an early termination payment to PACCAR Leasing under Section 12 of the Lease. If you do not make a payment on time, PACCAR Leasing can demand payment of all past due rental or lease payments, remove the vehicles without legal process or notice to you and terminate the Lease. PACCAR Leasing may then hold, lease or sell any vehicle as it chooses and you shall be liable if sales proceeds or rental payments are insufficient under the terms of the Lease (Section 13 of Lease). You do not waive your rights to assert other defenses. PACCAR Leasing can also recover all costs and expenses of collection, including reasonable attorneys' fees (Section 13 of Lease). PACCAR Leasing may require a personal guarantee, a corporate guarantee, and retain a security interest in all rental or lease or other proceeds you derive from the vehicle and in the vehicle itself if the lease is not treated as a true lease under the laws of your jurisdiction. Finally, PACCAR Leasing may sell, assign or discount your lease obligations under the Lease to a third party who may be immune to any defenses or claims you may have against PACCAR Leasing. PACCAR Leasing does not guarantee any notes, leases, contracts or obligations.

Item 11: Franchisor's Assistance, Advertising, Computer Systems and Training

Except as listed below, PACCAR Leasing is not required to provide any assistance to you.

Pre-Opening Assistance:

Before you open your business, PACCAR Leasing will:

- (1) Assist in establishing a standardized accounting and cost control system for use in the truck rental and leasing business (Franchise Agreement, Section 3.3).
- (2) PACCAR Leasing may offer training for you and other individuals from your staff at a two-day orientation which occurs at PACCAR Leasing's Bellevue, Washington headquarters or via online courses; PACCAR Leasing describes this orientation course and other training in more detail in an attached table (11). PACCAR Leasing does not require successful completion of training before opening your business. PACCAR Leasing also provides forms in electronic format. (Franchise Agreement, Section 3.2).

Post-Opening Assistance:

During the operation of your PacLease business, PACCAR Leasing will:

- (1) Have its Area Operations Manager telephone you periodically during the first 120 days after you open your operation to discuss any issues or your requests for additional training (Franchise Agreement, Section 3.2).
- (2) Promote a national truck leasing and rental system identified with PACCAR Leasing's trademark(s) (Franchise Agreement, Section 3.1).
- (3) Provide training and consulting services on operating a truck rental and leasing business including facility selection, office and business management procedures and marketing approaches (Franchise Agreement, Section 3.2).
- (4) Assist in arranging for insurance coverage for the vehicles rented and leased by you to third parties (Franchise Agreement, Section 3.4).
- (5) Provide a marketing program described in more detail below (Franchise Agreement, Section 3.5).
- (6) Offer financing so that you can acquire truck and trailer lease and rental inventory if you meet PACCAR Leasing's credit standards (Franchise Agreement, Section 3.6).
- (7) Take appropriate action to protect PACCAR Leasing's trademark(s) against

infringement (Franchise Agreement, Section 3.7).

(8) Periodically issue a directory containing the names and addresses of all Franchisees (Franchise Agreement, Section 3.8).

~~(8)~~

(9) Promote compliance with Standard Operating Procedures and policies by all Franchisees through personal visits and inspections at their business locations (Franchise Agreement, Section 3.9).

(10) Provide appropriate assistance to resolve disputes between Franchisees (Franchise Agreement, Section 3.10).

Advertising:

PACCAR Leasing provides and administers marketing and advertising programs to promote generally the PacLease rental and lease products on behalf of the PacLease franchise network on a regional and North American basis. PACCAR Leasing's general operating funds are used to pay for these marketing and advertising expenses. Franchise fees as part of PACCAR Leasing's general operating funds contribute to the marketing and advertising budget (see Item 6). PACCAR Leasing reserves the right in the future to use these fees from the PacLease system to conduct marketing programs, place advertising or get publicity coverage in media (including print or other).

You do not have to contribute to or participate in any advertising fund or other advertising program related to PACCAR Leasing's marketing and advertising program.

PACCAR Leasing has no obligation to conduct advertising. At different times in the past, PACCAR Leasing has used a local, independent advertising agency, a local independent public relations agency, and a local graphic design agency to create materials and place advertising and publicity articles. PACCAR Leasing uses marketing funds to promote the PacLease product on a regional and North American basis. PACCAR Leasing does not use advertising and marketing funds to sell additional franchises.

During 2023, PACCAR Leasing spent approximately 136.54% of the marketing budget for PACCAR Leasing franchise operations on advertising and electronic marketing, 134.25% on trade shows, 165.16% on public relations and 23.33% on market research. PACCAR Leasing does not use any of its marketing and advertising budget to solicit new franchise sales. You may obtain an accounting of advertising expenditures by contacting PACCAR Leasing's Director of Marketing and Services, Michelle Harry, at (425)468-7406.

PACCAR Leasing has not established an advertising council of PacLease franchisees to advise PACCAR Leasing on advertising policies. You may develop advertising materials for your own use, at your own cost. PACCAR Leasing must approve these advertising materials in advance and in writing. Unless otherwise agreed to in writing by PACCAR Leasing, your individual franchise's advertising efforts must be limited to the marketing area in which you do business. PACCAR Leasing does not have the right to require franchisee advertising cooperatives to be formed and PacLease

franchisees have not formed any cooperatives to date.

PACCAR Leasing is not obligated to spend any amount in advertising in the area or territory where you are located.

Computer Systems:

PACCAR Leasing does not require you to buy or use specific electronic cash registers or computer systems but does require you to have a computer system with Internet access and an email address. You may often need Microsoft Word, Excel and Adobe PDF Reader. If you are the owner and operator of a Kenworth or Peterbilt truck dealership or an independent truck rental and leasing company, your existing computer system will meet these requirements without additional cost to you. If you choose to purchase another computer for use in your franchise, the cost will likely range from \$1,000 to \$2,000, depending on the computer you select. Your computer system must be maintained and updated by you at your expense to carry out ordinary business functions. Your annual costs for software updates or upgrades for whatever computer you use for your PacLease franchise operations may be up to \$600. PACCAR Leasing will not have direct access to your computer system but may conduct audits of your financial and business records maintained on your system. See Item 9 ("r. Records/reports" and "s. Inspections/audits").

Facilities:

You select the site of your business (you choose the portion of your existing facilities used by you now to operate a Peterbilt or Kenworth truck dealership or an independent truck leasing and rental business). See also Item 7, Note 2. PACCAR Leasing, however, must approve your site. PACCAR Leasing approves the site based upon easy ingress and egress, space to maneuver trucks and trailers, and its general suitability for operation of a commercial truck rental and leasing business. PACCAR Leasing will not offer you a PacLease franchise or enter into a franchise agreement with you until the facilities where you now operate your truck dealership or independent leasing business are approved by PACCAR Leasing. You and PACCAR Leasing agree on the time limit to approve your site. Typically, PACCAR Leasing will inspect and approve your facilities within ten days after your request for approval.

You and PACCAR Leasing agree on the length of time between signing the Franchise Agreement and the opening of your business. You must pay the initial fee 30 days after the Franchise Agreement is signed. Most franchises open for business within 30 days of signing the Franchise Agreement.

TABLE 11

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM OR ONLINE TRAINING	ON THE JOB TRAINING HOURS	LOCATION
Franchise Orientation (Note 1)	2-10	None	Bellevue, WA
Annual Seminars (Note 2)	19.5	None	To be Determined
Maintenance / Service Managers (Note 3)	19.5	None	Franchise Location
On-Site Sales and Service Training (Note 4)		8 to 16	Franchise Location
ASE Certification for Mechanics (Note 5)		(Note 5)	ASE Approved Testing Centers
Rental Management Training (Note 6)	20	None	St-Louis, MO Chicago, IL
Accelerated Sales Training (Note 6)	20	None	Dallas, TX
Sales Excellence Training (Note 6)	24	None	Chicago, IL Denver, CO
Champions of Service Management Training (Note 6)	20	None	Franchise Location
Mastering Franchise Management (Note 6)	20	None	Phoenix, AZ
Strategic Selling (Note 6)	20	None	Atlanta, GA St. Louis, MO
PacLease Virtual Training (Note 7)	Various	None	Online via Microsoft Teams

Notes:

- (1) The franchise orientation is general training in a variety of subjects including sales, lease pricing, contract administration, credit and collections, marketing, maintenance/warranty, insurance, fuel tax reporting, licensing and permitting, operations and administrative services. Franchise Orientation modules can be accessed online through the PACCAR.net Leasing pages.

PACCAR Leasing does not require you to attend specific training offered by PACCAR Leasing but PACCAR Leasing expects you to complete the Franchise Orientation training within three to six months after opening the business and periodically attend other training courses offered by PACCAR Leasing.

PACCAR Leasing offers additional follow-up training in the sales and maintenance areas for you at your PacLease operation.

- (2) PACCAR Leasing conducts yearly seminars for all franchisees. PACCAR Leasing does not charge franchisees for these seminars but you must pay the travel and living expenses for yourself and any of your employees attending. A variety of leasing related subjects are covered and managers and salespeople from various equipment suppliers make presentations regarding using, selling and maintaining their equipment. Instructors include various representatives from PACCAR Leasing and various representatives from equipment suppliers. Instructional materials include handouts, brochures, software and worksheets. PACCAR Leasing does not require successful completion of any annual seminars. The location for the sales seminar has not yet been determined for 2023.
- (3) PACCAR Leasing offers to conduct periodic training for franchisee operations and services managers as well as service technicians. Subjects covered are variable cost benchmarks, maintenance best practices, tire maintenance and 24 hour road service. There are also presentations and updates by vendors. Training is conducted by a PacLease Maintenance Manager. PACCAR Leasing does not require successful completion of any service training. The location for the maintenance service managers training has not yet been determined for 2023.
- (4) Within 60 days from your orientation training, PACCAR Leasing's Area Operations Managers travel to your PacLease facility at your request to provide additional on the job training. This training typically lasts from 8 to 16 hours and focuses on actual sales, maintenance, operations and administration activities concerning the truck rental and leasing business. PACCAR Leasing does not charge you for this training. Instructional materials include software tools such as Lease vs. Lease, Lease vs. Own and Variable Cost Analysis. PACCAR Leasing does not require successful completion of this on-site job training.
- (5) PACCAR Leasing, along with The Institute for Automotive Service Excellence, provides the opportunity for PacLease mechanics to get ASE Certified. Testing periods are in the spring and fall of each year. Your mechanics can take this certification at an approved ASE testing center. Instructional materials include software, handbooks and study guides.

- (6) Through PacLease University, PACCAR Leasing offers six courses in Sales, Rental, Maintenance and Franchise Management areas: (1) Accelerated Sales, for lease and rental salespeople, (2) Sales Excellence for lease salespeople, (3) Strategic Selling for lease salespeople, (4) Rental Management for rental personnel, (5) Champions of Service Management, for service shop managers, and (6) Mastering Franchise Management for General Managers.

The duration of each course is two and one-half to three (2.5 to 3) consecutive days and each will be scheduled a minimum of once per year at the locations listed above or alternative locations to be determined.

PACCAR Leasing currently charges \$1,100.50 per attendee per training course. Traveling and living expenses are to be covered by the franchise.

- (7) Virtual Training sessions will be offered by PacLease in 2023 via the Microsoft Teams platform. The online training topics may include Virtual Sales 1 and Virtual Sales 2.

Item 12: Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control, including solicitations through the Internet or other advertising media such as catalogs, telemarketing or other direct marketing. PACCAR Leasing is not required to pay you any compensation for soliciting or accepting orders in any geographic area in which you do business. PACCAR Leasing and its affiliates also are not restricted from operating or franchising a business under a different trademark which sells products and services similar to those offered by you. PACCAR Leasing and its affiliates do not now operate or plan to operate or franchise such a business. PACCAR Leasing does not know of a trademark used by anyone in a geographic area relevant to you based on a claim of superior prior rights to PACCAR Leasing's.

Your franchise is granted for a specific location rather than a minimum area and PACCAR Leasing must approve the location or relocation of your base outlet and any additional outlets. Conditions under which PACCAR Leasing will approve your re-location or establishment of additional outlets are the need for bigger facilities as your fleet size increases, the proposed outlet's ease of access and space to maneuver trucks and trailers, and its general suitability for operation of a commercial truck rental and leasing business and proximity to potential customers. You do not have any options, rights of first refusal or similar rights to acquire additional franchises.

You have the right to solicit and accept business from customers without restrictions as to territory, including solicitations through the Internet or other advertising media, such as catalogs, telemarketing or other direct marketing.

PACCAR Leasing ~~now~~ has **two (2) active company-owned retail locations** using PACCAR Leasing's trademark(s) in the U.S. These are company-owned PacLease leasing and rental operations.

In connection with its franchise operations, PACCAR Leasing may continue to periodically acquire or establish and operate its own retail leasing and jointly operated outlets as part of the PacLease system. The Kenworth and Peterbilt dealers, company stores, Customer Direct locations, or authorized fleet customers or independent service providers provide all of the maintenance and service on the lease and rental fleet. In **2023**, PACCAR Leasing may establish additional PacLease outlets which are either company-owned or jointly operated with current Kenworth and Peterbilt truck dealers.

Item 13: Trademarks

PACCAR Leasing gives you the right to operate a franchise under the trade name "PacLease" and the "PacLease & Design" trademark. By trademark, PACCAR Leasing means trade names, trademarks, service marks and logos used to identify your franchise. PACCAR Leasing claims common law rights to these trademarks from its prior use of these marks, and has been awarded a registration on the principal register by the U.S. Department of Commerce, Patent and Trademark Office for "PacLease & Design" Registration #1,210,908 registered on September 28, 1982, and registration of "PacLease" registration #1,227,800, granted on February 15, 1983. PACCAR Leasing recently filed the requisite maintenance documents for these registrations. Once reviewed and accepted by Trademark Office, Registration #1,210,908 will have an expiration date of September 28, 2032 and Registration #1,227,800 will have an expiration date of February 15, 2033. These trademarks have not been registered with any state. There is no pending litigation involving these trademarks which is relevant to their use in any state, including infringement, opposition or cancellation proceedings in which PACCAR Leasing or its parent company, PACCAR Inc, sought to prevent registration of a trademark. Neither the Patent Office, the trademark administrator of this state or any court has made any effective determinations involving proprietary marks material to you. PACCAR Leasing does not know of a trademark use by anyone in a geographic area relevant to you based on a claim of superior prior rights to PACCAR Leasing's.

You must use all names and marks in full compliance with the rules established periodically by PACCAR Leasing. PACCAR Leasing prohibits you from using the PACCAR Leasing trademarks or trade name as part of your leasing company's legal name and you must identify your leasing company in a manner consistent with the PacLease Brand and Graphic Guidelines furnished by PACCAR Leasing (Franchise Agreement, Sections 1.3, 5 and 8.4).

You may not use PACCAR Leasing's trademarks for the sale of an unauthorized product or service or in a manner not authorized in writing by PACCAR Leasing.

No agreements limit the rights of PACCAR Leasing to use or license the use of the above-mentioned trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to you.

PACCAR Leasing is not required to defend you against a claim against your use of our trademarks. However, PACCAR Leasing will take the action we think appropriate and only PACCAR Leasing has the right to control and direct any litigation relating to use of our trademarks.

PACCAR Leasing is not required to compensate you for the loss of or substantial modification to the trade names or trademarks.

PACCAR Leasing does not know of any infringing uses that could materially affect your use of PACCAR Leasing's trademarks.

Item 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

PACCAR Leasing does not own rights in, or licenses to, patents or copyrights or claim proprietary rights in other confidential information or trade secrets material to the Franchise.

PACCAR Leasing does not have any pending patent applications material to the Franchise.

Item 15: Obligation of the Franchisee to Participate in the Actual Operation of the Franchise Business

The Franchise Agreement provides that the individual signing the Franchise Agreement for Franchisee must actively participate in the management of the business. This individual may be either one of the owners of Franchise or a manager designated by one of the owners. Neither this individual nor any other manager has to sign any confidentiality or non-competition agreements. PACCAR Leasing does not place limitations on whom you can hire as an on-premises supervisor or require the on- premises supervisor to complete PACCAR Leasing's training program.

If Franchisee obtains financing, PACCAR Leasing will require a cross-corporate guarantee from any affiliated dealership entities, and may require a personal guarantee or a letter of credit from individual owners with a **twenty percent (20%)** or greater equity ownership interest in Franchisee.

Franchisee is required to forward audited or reviewed annual financial statements to PACCAR Leasing Company no later than one hundred twenty (120) days following the close of its fiscal year.

Item 16: Restrictions on What the Franchisee May Sell

PACCAR Leasing does not restrict the type of goods or services that you may offer. However, because ~~92.52%~~ of all franchises are owned by, or affiliated with, Kenworth or Peterbilt truck dealerships, PACCAR Leasing expects your vehicle lease and rental fleet to be made up primarily of Kenworth and Peterbilt vehicles (as of ~~December 31, 2023~~, ~~97.84.5%~~ of all vehicles leased by PacLease franchisees were Peterbilts or Kenworths and ~~3-25.5%~~ were used equipment and trailers). PACCAR Leasing does not have the right to add additional authorized products and services that you are required to offer.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

	PROVISION	SECTION OF FRANCHISE AGREEMENT	SUMMARY
a.	Term of the Franchise	7	Term is 3 years.
b.	Renewal or extension of the term	7	If not in default of agreement, franchise is renewable for 1 to 3 year terms.
c.	Requirements for franchisee to renew or extend	8.2	You can renew the agreement for successive terms without signing a contract with materially different terms from the original contract unless PACCAR Leasing terminates it for cause under Section 8.
d.	Termination by you	8.1	You may terminate any time with 90 days prior notice.
e.	Termination by PACCAR Leasing without cause	Not Applicable	
f.	Termination by PACCAR Leasing with cause	8.2	PACCAR Leasing can terminate if you are in default under Sections 2, 4, 5 and 6 of the Agreement.
g.	"Cause" defined – defaults which can be cured	8.2	You have 60 days to cure any defaults under Sections 2, 4, 5 and 6 of the Agreement.
h.	"Cause" defined – defaults which cannot be cured	8.3 a, b and c	Unapproved transfers, insolvency, unapproved change in ownership or management. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A Sec.. 101 et seq..).
i.	Your obligations on termination/non-renewal	1.4, 8.4	Discontinue use of signs, trademarks, trade names, advertising.
j.	Assignment of contracts by PACCAR Leasing	Not Applicable	

	PROVISION	SECTION OF FRANCHISE AGREEMENT	SUMMARY
k.	"Transfer" by you – definition	8.3 b and c	Includes any transfer or assignment of Franchise Agreement and/or change in ownership or management. You can only transfer with PACCAR Leasing's prior consent, which will not be unreasonably withheld.
l.	PACCAR Leasing's approval of transfer by franchisee	8.3 b and c	
m.	Conditions for PACCAR Leasing's approval of transfer	8.3 b and c	New franchisee must be reasonably qualified to assume responsibilities under the Franchise Agreement.
n.	PACCAR Leasing's Right of First Refusal to acquire your business	See Addendum to Franchise Agreement - Right of First Refusal (Exhibit G)	If you decide to sell your franchise, PACCAR Leasing will have the first opportunity to purchase it. PACCAR Leasing also has the right to purchase your franchise at a lower price if offered to a third party.
o.	PACCAR Leasing's option to purchase your business	Not Applicable	Limited to Right of First Refusal Addendum (see above).
p.	Your death or disability	8.3 c	PACCAR Leasing may terminate unless your estate passes the franchise to someone who is reasonably qualified to assume your responsibilities.
q.	Non-competition covenants during the term of the franchise	Not Applicable	
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	This type of covenant may be negotiated by a person who buys your franchise.
s.	Modification of the agreement	12.4	Changes or additions are binding only when in writing and executed by both parties but PACCAR Leasing may change Standard Operating Procedures.

	PROVISION	SECTION OF FRANCHISE AGREEMENT	SUMMARY
t.	Integration/merger clause	12.4	Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v.	Choice of forum	Not Applicable	
w.	Choice of law	Not Applicable	

Item 18: Public Figures

PACCAR Leasing does not use any public figure to promote its franchise.

Item 19: Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting [Andrew Dane Mercier](mailto:Andrew.Dane.Mercier@pacar.com) [Keane](mailto:Andrew.Keane@pacar.com), Director of Franchise Operations, 777 106th Ave NE, Bellevue, WA 98004, [425-468-7877](tel:425-468-7877), andrew.keane@pacar.com, dane.mercier@pacar.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information

(Table No. 1)
System-wide Outlet Summary
 For years **2021 to 2023**

Outlet Type - US	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	366	374	+8
	2022	374	390	+16
	2023	374 390	415 390	+25 +16
Company Owned	2021 2020	7 13	3 7	-4 -6
	2022 2021	3 7	2 3	-1 -4
	2023	2	2	0
Total Outlets	2021 2020	373 375	377 373	+4 -2
	2022 2021	377 373	392 377	+15 +4
	2023	392	417	+25

(Table No. 2)
**Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For years ~~2020~~ to ~~2023~~**

State	Year	Number of Transfers
AK	2021 2020	<u>2</u>
	2022 2021	<u>2</u>
	2023	
CA	2021 2020	
	2022 2021	<u>4</u>
	2023	
	2022	<u>4</u>
FL	2021 2020	<u>6</u>
	2022 2021	<u>6</u>
	2023	
	2022	
MT	2021 2020	<u>2</u>
	2022 2021	<u>2</u>
	2023	
	2022	
OR	2021 2020	<u>4</u>
	2022 2021	<u>4</u>
	2023	
	2022	
WA	2021 2020	<u>1</u>
	2022 2021	<u>1</u>
	2023	
	2022	

(Table No. 3)
Status of Franchised Outlets
For years 20201 to 20233

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reaquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
AK	2020 <u>1</u>	<u>44</u>	<u>2</u>				<u>2</u>	<u>44</u>
	2021 <u>1</u>	<u>44</u>	<u>2</u>				<u>2</u>	<u>44</u>
	2022 <u>2</u>	<u>44</u>						<u>44</u>
AL	2021 <u>2020</u>	<u>66</u>						<u>66</u>
	2022 <u>2021</u>	<u>66</u>	<u>3</u>					<u>96</u>
	2023 <u>2022</u>	<u>96</u>	<u>3</u>					<u>99</u>
AR	2021 <u>2020</u>	<u>44</u>						<u>44</u>
	2022 <u>2021</u>	<u>44</u>						<u>44</u>
	2023 <u>2022</u>	<u>44</u>						<u>44</u>
AZ	2021 <u>2020</u>	<u>55</u>						<u>55</u>
	2022 <u>2021</u>	<u>55</u>						<u>55</u>
	2023 <u>2022</u>	<u>55</u>	<u>1</u>					<u>65</u>
CA	2021 <u>2020</u>	<u>2626</u>						<u>2626</u>
	2022 <u>2021</u>	<u>2626</u>	<u>4</u>				<u>4</u>	<u>2626</u>
	2023 <u>2022</u>	<u>2626</u>	<u>4</u>				<u>4</u>	<u>2626</u>
CO	2021 <u>2020</u>	<u>77</u>					<u>1</u>	<u>67</u>
	2022 <u>2021</u>	<u>67</u>					<u>1</u>	<u>66</u>
	2023 <u>2022</u>	<u>66</u>						<u>66</u>
CT	2021 <u>2020</u>	<u>11</u>	<u>2</u>					<u>31</u>
	2022 <u>2021</u>	<u>31</u>	<u>22</u>					<u>53</u>
	2023 <u>2022</u>	<u>53</u>	<u>2</u>					<u>55</u>
DE	2021 <u>2020</u>	<u>11</u>						<u>11</u>
	2022 <u>2021</u>	<u>11</u>						<u>11</u>
	2023 <u>2022</u>	<u>11</u>	<u>1</u>					<u>21</u>
FL	2021 <u>2020</u>	<u>1111</u>	<u>6</u>				<u>7</u>	<u>1011</u>
	2022 <u>2021</u>	<u>1011</u>	<u>46</u>				<u>7</u>	<u>1410</u>
	2023 <u>2022</u>	<u>1410</u>	<u>4</u>					<u>1414</u>
GA	2021 <u>2020</u>	<u>66</u>						<u>66</u>
	2022 <u>2021</u>	<u>66</u>	<u>1</u>					<u>76</u>
	2023 <u>2022</u>	<u>76</u>	<u>1</u>					<u>77</u>
IA	2021 <u>2020</u>	<u>1615</u>	<u>1</u>					<u>1616</u>
	2022 <u>2021</u>	<u>1616</u>						<u>1616</u>
	2023 <u>2022</u>	<u>1616</u>	<u>3</u>					<u>1916</u>
ID	2021 <u>2020</u>	<u>1312</u>	<u>1</u>					<u>1313</u>
	2022 <u>2021</u>	<u>1313</u>						<u>1313</u>
	2023 <u>2022</u>	<u>1313</u>						<u>1313</u>

IL	<u>20212020</u>	<u>1415</u>	<u>1</u>				<u>2</u>	<u>1414</u>
	<u>20222021</u>	<u>1414</u>						<u>1414</u>
	<u>20232022</u>	<u>1414</u>						<u>1414</u>
IN	<u>20212020</u>	<u>1716</u>	<u>13</u>				<u>2</u>	<u>1817</u>
	<u>20222021</u>	<u>1817</u>	<u>11</u>				<u>3</u>	<u>1618</u>
	<u>20232022</u>	<u>1618</u>	<u>11</u>				<u>3</u>	<u>1716</u>
KS	<u>20212020</u>	<u>66</u>						<u>66</u>
	<u>20222021</u>	<u>66</u>	<u>1</u>					<u>76</u>
	<u>20232022</u>	<u>76</u>	<u>21</u>					<u>97</u>
KY	<u>20212020</u>	<u>99</u>					<u>1</u>	<u>89</u>
	<u>20222021</u>	<u>89</u>					<u>1</u>	<u>88</u>
	<u>20232022</u>	<u>88</u>						<u>88</u>
LA	<u>20212020</u>	<u>79</u>		<u>2</u>				<u>77</u>
	<u>20222021</u>	<u>77</u>						<u>77</u>
	<u>20232022</u>	<u>77</u>						<u>77</u>
MA	<u>20212020</u>	<u>11</u>						<u>11</u>
	<u>20222021</u>	<u>11</u>	<u>1</u>					<u>21</u>
	<u>20232022</u>	<u>21</u>	<u>1</u>					<u>22</u>
MD	<u>20212020</u>	<u>22</u>	<u>1</u>					<u>32</u>
	<u>20222021</u>	<u>32</u>	<u>1</u>					<u>33</u>
	<u>20232022</u>	<u>33</u>	<u>2</u>					<u>53</u>
MI	<u>20212020</u>	<u>88</u>						<u>88</u>
	<u>20222021</u>	<u>88</u>						<u>88</u>
	<u>20232022</u>	<u>88</u>						<u>88</u>
MN	<u>20212020</u>	<u>1010</u>	<u>1</u>				<u>1</u>	<u>1010</u>
	<u>20222021</u>	<u>1010</u>						<u>1010</u>
	<u>20232022</u>	<u>1010</u>						<u>1010</u>
MO	<u>20212020</u>	<u>78</u>					<u>1</u>	<u>77</u>
	<u>20222021</u>	<u>77</u>					<u>1</u>	<u>67</u>
	<u>20232022</u>	<u>67</u>					<u>1</u>	<u>66</u>
MS	<u>20212020</u>	<u>12</u>		<u>1</u>				<u>11</u>
	<u>20222021</u>	<u>11</u>						<u>11</u>
	<u>20232022</u>	<u>11</u>						<u>11</u>
MT	<u>20212020</u>	<u>33</u>	<u>3</u>				<u>2</u>	<u>43</u>
	<u>20222021</u>	<u>43</u>	<u>3</u>				<u>2</u>	<u>44</u>
	<u>20232022</u>	<u>44</u>						<u>44</u>
NC	<u>20212020</u>	<u>77</u>						<u>77</u>
	<u>20222021</u>	<u>77</u>						<u>77</u>
	<u>20232022</u>	<u>77</u>	<u>1</u>					<u>87</u>
ND	<u>20212020</u>	<u>11</u>						<u>11</u>
	<u>20222021</u>	<u>11</u>						<u>11</u>
	<u>20232022</u>	<u>11</u>						<u>11</u>
NE	<u>20212020</u>	<u>55</u>						<u>55</u>
	<u>20222021</u>	<u>55</u>						<u>55</u>

	2023 2022	<u>55</u>	<u>2</u>					<u>75</u>
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NH	2021 2020	<u>00</u>						<u>00</u>
	2022 2021	<u>00</u>	<u>1</u>					<u>10</u>
	2023 2022	<u>10</u>	<u>±</u>					<u>1±</u>
NJ	2021 2020	<u>1213</u>					<u>±</u>	<u>1212</u>
	2022 2021	<u>1212</u>	<u>3</u>					<u>1512</u>
	2023 2022	<u>1512</u>	<u>3</u>					<u>1515</u>
NM	2021 2020	<u>34</u>					<u>±</u>	<u>33</u>
	2022 2021	<u>33</u>						<u>33</u>
	2023 2022	<u>33</u>						<u>33</u>
NV	2021 2020	<u>44</u>						<u>44</u>
	2022 2021	<u>44</u>						<u>44</u>
	2023 2022	<u>44</u>						<u>44</u>
NY	2021 2020	<u>55</u>	<u>9</u>	<u>7</u>				<u>75</u>
	2022 2021	<u>75</u>	<u>29</u>	<u>7</u>				<u>97</u>
	2023 2022	<u>97</u>	<u>82</u>					<u>179</u>
OH	2021 2020	<u>1210</u>	<u>2</u>					<u>1212</u>
	2022 2021	<u>1212</u>						<u>1212</u>
	2023 2022	<u>1212</u>	<u>1</u>					<u>1312</u>
OK	2021 2020	<u>44</u>						<u>44</u>
	2022 2021	<u>44</u>						<u>44</u>
	2023 2022	<u>44</u>						<u>44</u>
OR	2021 2020	<u>1413</u>	<u>4±</u>				<u>4</u>	<u>1414</u>
	2022 2021	<u>1414</u>	<u>14</u>				<u>4</u>	<u>1514</u>
	2023 2022	<u>1514</u>	<u>±</u>					<u>1515</u>
PA	2021 2020	<u>1413</u>	<u>4±</u>					<u>1814</u>
	2022 2021	<u>1814</u>	<u>4</u>					<u>1818</u>
	2023 2022	<u>1818</u>						<u>1818</u>
SC	2021 2020	<u>55</u>						<u>55</u>
	2022 2021	<u>55</u>						<u>55</u>
	2023 2022	<u>55</u>	<u>1</u>					<u>65</u>
SD	2021 2020	<u>22</u>						<u>22</u>
	2022 2021	<u>22</u>						<u>22</u>
	2023 2022	<u>22</u>						<u>22</u>
TN	2021 2020	<u>44</u>	<u>1</u>					<u>54</u>
	2022 2021	<u>54</u>	<u>1±</u>					<u>65</u>
	2023 2022	<u>65</u>	<u>±</u>					<u>66</u>
TX	2021 2020	<u>3029</u>	<u>1±</u>				<u>2</u>	<u>2930</u>
	2022 2021	<u>2930</u>	<u>±</u>				<u>2</u>	<u>2929</u>
	2023 2022	<u>2929</u>	<u>1</u>					<u>3029</u>
UT	2021 2020	<u>99</u>						<u>99</u>
	2022 2021	<u>99</u>						<u>99</u>
	2023 2022	<u>99</u>						<u>99</u>

VA	2021 2020	<u>54</u>	<u>11</u>					<u>65</u>
	2022 2021	<u>65</u>	<u>1</u>					<u>66</u>
	2023 2022	<u>66</u>	<u>2</u>				<u>1</u>	<u>76</u>

VT	2021 2020	<u>31</u>	<u>2</u>	<u>1</u>				<u>23</u>
	2022 2021	<u>23</u>		<u>1</u>				<u>22</u>
	2023 2022	<u>22</u>						<u>22</u>
WA	2021 2020	<u>1818</u>	<u>1</u>				<u>1</u>	<u>1818</u>
	2022 2021	<u>1818</u>	<u>11</u>				<u>21</u>	<u>1718</u>
	2023 2022	<u>1718</u>	<u>1</u>				<u>2</u>	<u>1717</u>
WI	2021 2020	<u>1818</u>						<u>1818</u>
	2022 2021	<u>1818</u>						<u>1818</u>
	2023 2022	<u>1818</u>						<u>1818</u>
WV	2021 2020	<u>55</u>						<u>55</u>
	2022 2021	<u>55</u>						<u>55</u>
	2023 2022	<u>55</u>						<u>55</u>
WY	2021 2020	<u>11</u>						<u>11</u>
	2022 2021	<u>11</u>						<u>11</u>
	2023 2022	<u>11</u>						<u>11</u>
TOTALS	2021 2020	<u>366</u> <u>362</u>	<u>36</u> <u>15</u>	<u>8</u> <u>3</u>			<u>20</u> <u>8</u>	<u>374</u> <u>366</u>
	2022 2021	<u>374</u> <u>366</u>	<u>22</u> <u>36</u>	<u>8</u>			<u>6</u> <u>20</u>	<u>390</u> <u>374</u>
	2023 2022	<u>390</u> <u>374</u>	<u>26</u> <u>22</u>				<u>16</u>	<u>415</u> <u>390</u>

(Table No. 4)
**Status of Company-Owned Outlets
 For Years
 2020 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
CT	2021 2020	<u>22</u>				<u>2</u>	<u>02</u>
	2022 2021	<u>02</u>				<u>2</u>	<u>00</u>
	2023 2022	<u>00</u>					<u>0</u>
MD	2021 2020	<u>11</u>				<u>1</u>	<u>01</u>
	2022 2021	<u>01</u>				<u>1</u>	<u>00</u>
	2023 2022	<u>00</u>					<u>0</u>
MI	2021 2020	<u>11</u>					<u>11</u>
	2022 2021	<u>11</u>				<u>1</u>	<u>01</u>
	2023 2022	<u>01</u>				<u>1</u>	<u>00</u>
PA	2021 2020	<u>11</u>				<u>1</u>	<u>01</u>
	2022 2021	<u>01</u>				<u>1</u>	<u>00</u>
	2023 2022	<u>00</u>					<u>0</u>
TX	2021 2020	<u>24</u>				<u>2</u>	<u>22</u>
	2022 2021	<u>22</u>					<u>22</u>
	2023 2022	<u>22</u>					<u>22</u>
Totals	2021 2020	<u>7</u> 13			<u>1</u>	<u>4</u> 5	<u>3</u> 7
	2022 2021	<u>3</u> 7				<u>1</u> 4	<u>2</u> 3
	2023 2022	<u>23</u>				<u>1</u>	<u>2</u> 2

(Table No. 5)

Projected Openings as of **December 31, 2023**

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AK			
AR		<u>1</u>	
AZ			
CA			
CO			
CT			
FL			
GA			
IL			
KS		<u>2</u>	
<u>LA</u>		<u>1</u>	
MA			
MD			
ME			
MN			
MO			
MS		<u>1</u>	
ND			
NE			
<u>NH</u>			
NJ			
NM			
NV			
NY		<u>2</u>	
OH			
OK			
PA			
SD			
TN			
TX			
VA			
VT			
WI			
WY			

Total	0	<u>34</u>	0
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LIST OF OUTLETS
As of January 31, 2023

State	City	Address	Zip Code	Phone	Franchise Name
AK	Anchorage	2225 E. 4 th Ave	_99501	907-276-2020	CRAIG TAYLOR EQUIPMENT COMPANY
		2838 Porcupine Drive	_99501	907-279-0602	Papé Kenworth PacLease
	Fairbanks	2262 Van Horn Road	_99701	907-455-9900	Papé Kenworth PacLease
		3419 S. Cushman 000 Peger Road	_9970999701	907-474-0939	CRAIG TAYLOR EQUIPMENT COMPANY
AL	Birmingham	2220 Finley Boulevard	_35234	205-909-4221	Truckworx PacLease
		601 Republic Circle	_35214	205-791-2293	RUSH TRUCK LEASING, INC.
	Dothan	461 Ross Clark Circle	_36303	334-712-4900	Truckworx PacLease
	Graysville	1100 Bankhead Hwy SW	35073	205-909-4221	Truckworx PacLease
	Irvington	8620 110 Service Road	36544	251-957-4000	Truckworx PacLease
	Madison	15090 AL Highway 20	35756	256-308-0162	Truckworx PacLease
	Montgomery	3401 Industrial Drive	36108	334-263-3101	Truckworx PacLease
	Thomasville	2400 Joe Davis Industrial Blvd	36784	334-636-4380	Truckworx PacLease
	Tuscaloosa	3933 Reese Phifer Ave	_35401	205-526-2160	Truckworx PacLease
AR	Little Rock	7015 Scott Hamilton Drive	_72209	501-565-4800	MHC TRUCK LEASING, LLC
	Van Buren	1915 Industrial Park Rd.	72956	479-785-9600	MHC TRUCK LEASING, LLC
	Lowell	715 North Bloomington	72745	479-439-8116	TLG Peterbilt-PacLease
	Van Buren	6915 Alma Highway	72956	479-632-9140	TLG Peterbilt-PacLease
AZ	Phoenix	625 South 27th Avenue, Suite 160	85009	602-278-0348	RUSH TRUCK LEASING, INC.

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AZ	Mesa	4142 East Valley Auto Drive	85206	480-824-9300	Inland Lease & Rental Inc.
	Phoenix	625 South 27th Avenue, Suite 160	85009	602-278-0348	RUSH TRUCK LEASING, INC.
	Tolleson	8314 West Roosevelt Street	85353	602-258-7791	Inland PacLease
	Tucson	3737 North Interstate 10 Frontage Road	85705	520-888-0028	Inland PacLease
		755 East 44th Street	85713	520-884-5870	RUSH TRUCK LEASING, INC.
	Yuma	3382 East Gila Ridge Drive	85365	928-726-9818	RUSH TRUCK LEASING, INC.
CA	Anderson	20769 Industry Road	96007	530-222-1212	Papé Kenworth PacLease
	Bakersfield	1450 South Union Avenue	93307	661-833-1700	Golden State Peterbilt PacLease
		19414 Quinn Road	93308	661-323-2931	Papé Kenworth PacLease
	Bloomington	3121 South Riverside Avenue	92316	909-302-5720	RUSH TRUCK LEASING, INC.
	Carson	1202 East Carson Street	90745	310-984-3430	Inland PacLease
	El Cajon	500 North Johnson Avenue	92020	619-328-1600	Inland PacLease
		275 Vernon Way	92020	858-935-3100	RUSH TRUCK LEASING, INC.
	Eureka	2660 Jacobs Avenue	95501	707-443-7073	Coast Counties Peterbilt PacLease
	Fontana	14490 Slover Avenue	92337	909-829-0085	RUSH TRUCK LEASING, INC.
		9730 Cherry Avenue	92335	909-823-9955	Inland PacLease
	French Camp	10998 South Harlan Road	95231	209-983-6970	Papé Kenworth PacLease

CA	Fresno	2892 East Jensen Avenue	93706	559-268-4344	Papé Kenworth PacLease
		4390 South Bagley Avenue	93725	559-442-1590	Golden State Peterbilt PacLease- Golden State Peterbilt PacLease
	Montebello	1600 Washington Boulevard	90640	323-278-4100	Inland PacLease
	Morgan Hill	16715 Condit Road	95037	408-842-5383	Papé Kenworth PacLease
	Pico Rivera	7837 East Telegraph Road	90660	562-927-6215	RUSH TRUCK LEASING, INC.
	Porterville	15243 Road 192	93257	559-782-5800	Golden State Peterbilt PacLease
	Redding	1800 Twin View Boulevard	96003	530-246-2460	Dobbs Leasing
	Sacramento	707 Display Way	95838	916-371-3372	Papé Kenworth PacLease
	Salinas	920 Elvee Drive	93901	831-758-2441	Coast Counties Peterbilt PacLease
	San Jose	1740 North Fourth Street	95112	408-453-5510	Coast Counties Peterbilt PacLease
	San Leandro	1755 Adams Avenue	94577	510-836-6100	Coast Counties Peterbilt PacLease
		260 Doolittle Drive	94577	510-568-6933	Coast Counties Peterbilt PacLease
	Santa Maria	1344 White Court	93458	805-614-1629	Papé Kenworth PacLease
	West Sacramento	504 Harbor Boulevard	95691	916-376-9241	Dobbs Leasing
	Windsor	7675 Conde Lane	95492	707-837-2727	Coast Counties Peterbilt PacLease
CO	Colorado Springs	3350 New Nichols Heights	80907	719-247-4900	RUSH TRUCK LEASING, INC.
		4255 North Nevada Avenue	80907	719-598-1000	MHC TRUCK LEASING, LLC
	Denver	379 W. 66th Way	80221	720-292-5800	RUSH TRUCK LEASING, INC.
		7000 East 46th Avenue Drive	80216	303-370-6937	MHC TRUCK LEASING, LLC
	Fruita	309 Raptor Road	81521	970-858-3524	Jackson Group PacLease

<u>CO</u>	<u>Pueblo</u>	<u>4435 North Elizabeth Street</u>	<u>81008</u>	<u>719-545-5380</u>	<u>MHC TRUCK LEASING, LLC</u>
<u>CT</u>	<u>Enfield</u>	<u>1 Depot Hill Road</u>	<u>06082</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>
	<u>Hartford</u>	<u>277 New Park Ave</u>	<u>06106</u>	<u>860-570-7060</u>	<u>Gabrielli PacLease</u>
		<u>256 Murphy Road</u>	<u>06114</u>	<u>860-960-6262</u>	<u>Miller PacLease</u>
	<u>Milford</u>	<u>312 Woodmont Rd</u>	<u>06460</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>
		<u>401 Old Gate Lane</u>	<u>06460</u>	<u>203-877-3281</u>	<u>Gabrielli PacLease</u>
<u>DE</u>	<u>Dover</u>	<u>613 Clara Street</u>	<u>19904</u>	<u>302-674-2300</u>	<u>All Roads Rental and Leasing, LLC</u>
	<u>Seaford</u>	<u>9075 Dolby Road</u>	<u>19973</u>	<u>302-536-5700</u>	<u>The Pete Store Truck Leasing</u>
<u>FL</u>	<u>Clewiston</u>	<u>111 S San Benito St</u>	<u>33440</u>	<u>863-301-3700</u>	<u>The Pete Store Truck Leasing-PACLEASE OF FLORIDA</u>
	<u>Doral</u>	<u>8440 NW 58th Street</u>	<u>33166</u>	<u>786-785-4400</u>	<u>The Pete Store Truck Leasing-PACLEASE OF FLORIDA</u>
	<u>Fort Lauderdale</u>	<u>2441 South State Road 7 Highway 441</u>	<u>33317</u>	<u>954-584-3200</u>	<u>The Pete Store Truck Leasing-PACLEASE OF FLORIDA</u>
	<u>Fort Myers</u>	<u>5313 State Road 82/Martin Luther King Boulevard</u>	<u>33905</u>	<u>239-337-0188</u>	<u>The Pete Store Truck Leasing-PACLEASE OF FLORIDA</u>
	<u>Fort Pierce</u>	<u>5750 Orange Avenue</u>	<u>34947</u>	<u>772-489-2300</u>	<u>The Pete Store Truck Leasing-PACLEASE OF FLORIDA</u>
	<u>Ft. Myers</u>	<u>17473 A/B Jean Street</u>	<u>33967</u>	<u>239-295-1188</u>	<u>Premier PacLease</u>
	<u>Jacksonville</u>	<u>718 Lane Ave. N</u>	<u>32254</u>	<u>904-695-9387</u>	<u>RUSH TRUCK LEASING, INC.</u>
		<u>1121 Suemac Road</u>	<u>32254</u>	<u>904-739-2296</u>	<u>PacLease of Jacksonville</u>
	<u>Lakeland</u>	<u>5004 N Combee Rd</u>	<u>33805</u>	<u>863-668-9525</u>	<u>Premier PacLease</u>



<u>FL</u>	<u>Orlando</u>	<u>1800 N Orange Blossom Trail</u>	<u>32804</u>	<u>407-425-3170</u>	<u>Premier PaLease</u>
		<u>9407 Bachman Road</u>	<u>32824</u>	<u>407-240-7511</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Tampa</u>	<u>6905 East Drive Martin Luther King Jr. Blvd</u>	<u>33619</u>	<u>813-623-2834</u>	<u>Premier PaLease</u>
		<u>8109 East Adamo Drive</u>	<u>33619</u>	<u>813-371-2130</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>West Palm Beach</u>	<u>7206 Belvedere Road</u>	<u>33411</u>	<u>561-478-4078</u>	<u>The Pete Store Truck Leasing</u>
<u>GA</u>	<u>Albany</u>	<u>2702 Palmyra Rd</u>	<u>31701</u>	<u>229-883-6550</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	<u>Conyers</u>	<u>1636 Iris Drive SW</u>	<u>30012</u>	<u>770-409-8777</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>East Point</u>	<u>1525 Willingham Drive</u>	<u>30344</u>	<u>404-682-3710</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Gainesville</u>	<u>1830 Athens Highway</u>	<u>30507</u>	<u>770-535-7767</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>McDonough</u>	<u>2003 Industrial Parkway</u>	<u>30253</u>	<u>678-432-3989</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Norcross</u>	<u>1923 Graves Road</u>	<u>30093</u>	<u>770-409-8777</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Ringgold</u>	<u>21 Candy Lane</u>	<u>30736</u>	<u>706-965-8638</u>	<u>The Pete Store Truck Leasing</u>
<u>IA</u>	<u>Ankeny</u>	<u>5825 SE Delaware Ave.</u>	<u>50021</u>	<u>515-957-5603</u>	<u>MPG PaLease - Des Moines</u>
	<u>Cedar Falls</u>	<u>6220 Production Drive</u>	<u>50613</u>	<u>319-266-4010</u>	<u>Brown Mid-America PaLease</u>
	<u>Cedar Rapids</u>	<u>9201 6th Street SW</u>	<u>52404</u>	<u>319-848-4131</u>	<u>GTG Peterbilt PaLease, Inc.</u>
	<u>Clear Lake</u>	<u>1705 6th Avenue South</u>	<u>50428</u>	<u>641-357-5131</u>	<u>Brown Mid-America PaLease</u>
		<u>2209 4th Avenue South</u>	<u>52404</u>	<u>641-357-8240</u>	<u>Allstate Leasing, LLC</u>

IA	Council Bluffs	2546 Mid America Dr.	51501	712-325-9700	MPG PacLease - Council Bluffs
	Davenport	5600 Rockingham Road	52802	563-324-3207	Brown Mid-America PacLease
		8100 North Fairmount Avenue	52806	563-391-4300	GTG Peterbilt - - PacLease, Inc.
	Des Moines	2000 East 17th Street	50316	515-265-7565	Brown Mid-America PacLease
		4111 Delaware Ave.	50313	515-261-6340	MHC TRUCK LEASING, LLC
	Greenfield	116 NW Town Line Road	50849	641-743-2254	Brown Mid-America PacLease
	Grimes	2855 SE Enterprise Drive	50111	515-986-7368	Brown Mid-America PacLease
	Iowa Falls	701 Oak, Suite D	50126	641-648-2929	Brown Mid-America PacLease
	North Liberty	2740 Stoner Court	52317	319-665-9075	Brown Mid-America PacLease
	Pella	310 South Clark Street	50219	641-628-3226	Brown Mid-America PacLease
	Peosta	15186 Depot Ridge	52068	563-588-1280	Brown Mid-America PacLease
	Sargeant Bluff	2260 Andrew Avenue	50154	712-252-2278	Custom Truck Leasing, Inc.
	Sioux City	4135 Harbor Drive	51111	712-252-4566	MPG PacLease - Sioux City
	Storm Lake	1916 Expansion Boulevard	50588	712-732-4584	Brown Mid-America PacLease
ID	Boise	3940 South Transport Street	83705	208-345-6410	Kenworth Sales - Company PacLease
		6633 Federal Way	83716	208-344-8515	Jackson Group PacLease
	Caldwell	1505 Industrial Way	83605	208-453-7020	Jackson Group PacLease
		323A La Fond Street	83605	208-454-2073	Kenworth Sales Company PacLease
	Heyburn	322 South 600 West	83336	208-678-3039	Kenworth Sales Company PacLease
		357 S 400 West	83336	208-679-3600	Jackson Group PacLease
	Idaho Falls	2585 North Boulevard	83401	208-525-8334	Kenworth Sales Company PacLease
		4460 W Andco Drive	83402	208-528-0004	Jackson Group PacLease
	302 East Frontage Road			Jackson Group	

	<u>Jerome</u>	<u>North</u>	<u>83338</u>	<u>208-644-9000</u>	<u>PacLease</u>
	<u>Hickory Hills</u>	<u>9620 South 76th Avenue</u>	<u>60457</u>	<u>708-430-9011</u>	<u>JX PacLease — Hickory Hills</u>
	<u>Lansing</u>	<u>2100 Bernice Road</u>	<u>60438</u>	<u>708-889-4666</u>	<u>JX PacLease — Lansing</u>
	<u>Morton</u>	<u>225 W Courtland St, Bldg 2</u>	<u>61550</u>	<u>309-291-7001</u>	<u>JX PacLease — Morton</u>
	<u>Rockford</u>	<u>4260 Linden Road</u>	<u>61109</u>	<u>815-874-3433</u>	<u>JX PacLease — Rockford</u>
	<u>Sauget</u>	<u>2350 Sauget Industrial Parkway</u>	<u>62206</u>	<u>618-337-4000</u>	<u>TLG Peterbilt PacLease</u>
	<u>South Holland</u>	<u>16055 Van Drunen Road</u>	<u>60473</u>	<u>708-333-0863</u>	<u>AIM PacLease</u>
	<u>Urbana</u>	<u>2408 N Cunningham Ave</u>	<u>61802</u>	<u>217-344-2780</u>	<u>JX PacLease — Champaign</u>
	<u>Wadsworth</u>	<u>42400 Old Highway 41</u>	<u>60083</u>	<u>847-395-7222</u>	<u>JX PacLease — Wadsworth</u>

<u>ID</u>		<u>322 East Frontage Road North</u>	<u>83338</u>	<u>208-324-8886</u>	<u>Kenworth Sales Company PacLease</u>
	<u>Lewiston</u>	<u>1643 Old Spiral Highway</u>	<u>83501</u>	<u>208-746-7087</u>	<u>Kenworth Sales Company PacLease</u>
	<u>Pocatello</u>	<u>6715 South 5th Ave</u>	<u>83201</u>	<u>208-244-5222</u>	<u>Jackson Group PacLease</u>
		<u>2555 Garrett Way</u>	<u>83201</u>	<u>208-232-1230</u>	<u>Kenworth Sales Company PacLease</u>
<u>IL</u>	<u>Bloomington</u>	<u>607 Truckers Lane</u>	<u>61704</u>	<u>309-828-1331</u>	<u>JX PacLease - Bloomington</u>
	<u>Bolingbrook</u>	<u>535 East South Frontage Road</u>	<u>60440</u>	<u>815-741-0842</u>	<u>JX PacLease - Joliet</u>
	<u>Chicago</u>	<u>700 East 107th Street</u>	<u>60628</u>	<u>773-344-3071</u>	<u>AIM PacLease</u>
	<u>Effingham</u>	<u>1010 Outer Belt West</u>	<u>62401</u>	<u>217-347-2242</u>	<u>Palmer Leasing Group</u>
	<u>Elmhurst</u>	<u>216 West Diversey Avenue</u>	<u>60126</u>	<u>630-616-3933</u>	<u>JX PacLease - Elmhurst</u>
		<u>782 Industrial Drive</u>	<u>60126</u>	<u>630-834-8100</u>	<u>AIM PacLease</u>
	<u>Hickory Hills</u>	<u>9620 South 76th Avenue</u>	<u>60457</u>	<u>708-430-9011</u>	<u>JX PacLease - Hickory Hills</u>
	<u>Lansing</u>	<u>2100 Bernice Road</u>	<u>60438</u>	<u>708-889-4666</u>	<u>JX PacLease - Lansing</u>
	<u>Morton</u>	<u>225 W Courtland St, Bldg 2</u>	<u>61550</u>	<u>309-291-7001</u>	<u>JX PacLease - Morton</u>
	<u>Rockford</u>	<u>4260 Linden Road</u>	<u>61109</u>	<u>815-874-3433</u>	<u>JX PacLease - Rockford</u>
	<u>Sauget</u>	<u>2350 Sauget Industrial Parkway</u>	<u>62206</u>	<u>618-337-4000</u>	<u>TLG Peterbilt-PacLease</u>
	<u>South Holland</u>	<u>16055 Van Drunen Road</u>	<u>60473</u>	<u>708-333-0863</u>	<u>AIM PacLease</u>

<u>IL</u>	<u>Urbana</u>	<u>2408 N Cunningham Ave</u>	<u>61802</u>	<u>217-344-2780</u>	<u>JX PacLease - Champaign</u>
	<u>Wadsworth</u>	<u>42400 Old Highway 41</u>	<u>60083</u>	<u>847-395-7222</u>	<u>JX PacLease - Wadsworth</u>
<u>IN</u>	<u>Evansville</u>	<u>8516 BaumgartRoad</u>	<u>47711</u>	<u>812-867-7411</u>	<u>Palmer Leasing Group</u>
		<u>990 East Mount Pleasant Road</u>	<u>47725</u>	<u>812-868-6000</u>	<u>TLG Peterbilt- PacLease</u>
	<u>Fort Wayne</u>	<u>2121 Production Road</u>	<u>46808</u>	<u>260-496-8484</u>	<u>Palmer Leasing Group</u>
		<u>7006 Ardmore Avenue</u>	<u>46809</u>	<u>260-969-6095</u>	<u>Palmer Leasing Group</u>
	<u>Fremont</u>	<u>6505 N. Old Highway 27</u>	<u>46737</u>	<u>260-316-5712</u>	<u>Palmer Leasing Group</u>
	<u>Indianapolis</u>	<u>2835 South Holt Road</u>	<u>46241</u>	<u>317-248-4717</u>	<u>Palmer Leasing Group</u>
		<u>4255 Harding Street</u>	<u>46217</u>	<u>317-788-0299</u>	<u>JX PacLease</u>
		<u>9704 E 30th St.</u>	<u>46229</u>	<u>317-899-3556</u>	<u>Palmer Leasing Group</u>
	<u>Jeffersonville</u>	<u>4415 Hamburg Pike</u>	<u>47130</u>	<u>812-288-8007</u>	<u>TLG Peterbilt- PacLease</u>
	<u>Lafayette</u>	<u>2410 South 30th Street</u>	<u>47909</u>	<u>219-785-1980</u>	<u>Whiteford Kenworth PacLease</u>
		<u>2701 Schuyler Avenue</u>	<u>47905</u>	<u>765-423-2355</u>	<u>JX PacLease</u>
	<u>New Haven</u>	<u>12010 Declaration Drive</u>	<u>46774</u>	<u>260-493-4300</u>	<u>JX PacLease - Fort Wayne</u>
	<u>Portage</u>	<u>5900 Southport Road</u>	<u>46368</u>	<u>219-763-7227</u>	<u>TLG Peterbilt- PacLease</u>
	<u>Sellersburg</u>	<u>1503 Avco Blvd.</u>	<u>47172</u>	<u>317-899-3556</u>	<u>Palmer Leasing Group</u>
	<u>South Bend</u>	<u>25901 IN-2</u>	<u>46619</u>	<u>574-800-6090</u>	<u>TLG Peterbilt- PacLease</u>
		<u>4625 Western Avenue</u>	<u>46619</u>	<u>574-234-9007</u>	<u>Whiteford Kenworth PacLease</u>
<u>Terre Haute</u>	<u>6391 East State Road 42</u>	<u>47803</u>	<u>812-877-4800</u>	<u>Palmer Leasing Group</u>	

KS	Dodge City	<u>2830 East Trail Street</u>	<u>67801</u>	<u>620-225-3920</u>	<u>Dodge City Kenworth PacLease</u>
	Emporia	<u>1130 Overlander</u>	<u>66801</u>	<u>620-343-6303</u>	<u>Emporia Kenworth PacLease</u>
	Great Bend	<u>336 NE Hwy 156</u>	<u>67530</u>	<u>620-792-2491</u>	<u>GTG Peterbilt PacLease, Inc.</u>
	Kansas City	<u>7030 Kaw Dr.</u>	<u>66111</u>	<u>816-483-0137</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>8915 Woodend Road</u>	<u>66111</u>	<u>913-441-2888</u>	<u>Peterbilt PacLease of Kansas City Kansas</u>
	Liberal	<u>342 South Country Estates Road</u>	<u>67901</u>	<u>620-624-2500</u>	<u>Liberal Kenworth PacLease</u>
	Olathe	<u>1250 West 151st Street</u>	<u>66061</u>	<u>913-390-0800</u>	<u>MHC TRUCK LEASING, LLC</u>
	Wichita	<u>11118 W. Kellogg Dr.</u>	<u>67209</u>	<u>316-722-6034</u>	<u>GTG Peterbilt PacLease, Inc.</u>
<u>5115 North Broadway</u>		<u>67219</u>	<u>316-838-0867</u>	<u>Wichita Kenworth PacLease</u>	
KY	Bowling Green	<u>131 Parker Avenue</u>	<u>42101</u>	<u>270-842-7770</u>	<u>Palmer Leasing Group</u>
	Erlanger	<u>635 Viox Drive</u>	<u>41018</u>	<u>859-534-6021</u>	<u>TLG Peterbilt-PacLease</u>
	Lexington	<u>1677 JaggieFox Way</u>	<u>40511</u>	<u>859-233-3740</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	London	<u>252 South Barbourville Road</u>	<u>40744</u>	<u>606-878-1418</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	Louisville	<u>4330 Poplar Level Road</u>	<u>40213</u>	<u>502-459-1200</u>	<u>Palmer Leasing Group</u>
	Middlesboro	<u>17th Street & Mack Avenue</u>	<u>40965</u>	<u>606-248-5100</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	Prestonsburg	<u>107 WE Drive</u>	<u>41653</u>	<u>606-874-7854</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	Somerset	<u>208 Industry Road</u>	<u>42501</u>	<u>606-274-4020</u>	<u>Worldwide Equipment Leasing, Inc.</u>
LA	Carencro	<u>4110 NE Evangeline Trwy</u>	<u>70520</u>	<u>337-896-4997</u>	<u>Southland PPacLease</u>
MS	Richland	<u>421 Highway 49 South</u>	<u>39218</u>	<u>601-939-5300</u>	<u>Truckworx PacLease</u>

<u>LA</u>	<u>Gray</u>	<u>3699 West Park Avenue</u>	<u>70359</u>	<u>985-876-3000</u>	<u>Southland PacLease</u>
	<u>Harahan</u>	<u>1001 Edwards Avenue</u>	<u>70123</u>	<u>504-818-1300</u>	<u>Southland PacLease</u>
	<u>Lake Charles</u>	<u>441 South Goodman Road</u>	<u>70615</u>	<u>337-405-7856</u>	<u>Southland PacLease</u>
	<u>Monroe</u>	<u>2109 Center Street</u>	<u>71202</u>	<u>318-509-8079</u>	<u>Southland PacLease</u>
	<u>Port Allen</u>	<u>1302 Bridgeview Drive</u>	<u>70767</u>	<u>225-303-0440</u>	<u>Southland PacLease</u>
	<u>Shreveport</u>	<u>7030 W 70th St.</u>	<u>71129</u>	<u>318-415-7450</u>	<u>Southland PacLease</u>
<u>MA</u>	<u>Braintree</u>	<u>40 Arnold Street</u>	<u>02184</u>	<u>508-431-6172</u>	<u>Miller PacLease</u>
	<u>Franklin</u>	<u>1199 W. Central Street</u>	<u>02038</u>	<u>888-265-2900</u>	<u>Miller PacLease</u>
<u>MD</u>	<u>Baltimore</u>	<u>5100 Holabird Avenue</u>	<u>21224</u>	<u>410-342-3400</u>	<u>The Pete Store Truck Leasing</u>
		<u>8540 Pulaski Hwy</u>	<u>21237</u>	<u>410-682-4000</u>	<u>PacLease of Maryland</u>
	<u>Landover</u>	<u>8319 Ardwick-Ardmore Road</u>	<u>20785</u>	<u>240-487-3370</u>	<u>PacLease of Maryland</u>
		<u>8300 Ardwick-Ardmore Road</u>	<u>20785</u>	<u>301-341-5500</u>	<u>The Pete Store Truck Leasing</u>
	<u>Mardela Springs</u>	<u>24360 Ocean Getaway</u>	<u>21837</u>	<u>410-742-0400</u>	<u>PacLease of Maryland</u>
<u>MI</u>	<u>Clare</u>	<u>9989 Rebak Way</u>	<u>48617</u>	<u>989-727-6001</u>	<u>JX PacLease - Mt. Pleasant</u>
	<u>Clinton Township</u>	<u>43320 North Gratiot</u>	<u>48036</u>	<u>586-468-6301</u>	<u>Premier PacLease</u>
	<u>Dearborn</u>	<u>3031 Wyoming Avenue</u>	<u>48120</u>	<u>313-842-3000</u>	<u>Premier PacLease</u>
<u>ND</u>	<u>Fargo</u>	<u>3611 38th Street SW</u>	<u>58104</u>	<u>701-282-6200</u>	<u>Allstate Leasing, LLC</u>

<u>NH</u>	<u>Bow</u>	<u>1548 Route 3A</u>	<u>03304</u>	<u>800-639-7383</u>	<u>Lucky's PacLease</u>
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<u>MI</u>	<u>Gaylord</u>	<u>1134 Milbocker Road</u>	<u>49735</u>	<u>989-731-1499</u>	<u>Premier PacLease</u>
	<u>Grand Rapids</u>	<u>7393 Expressway Court SW</u>	<u>49548</u>	<u>616-281-8610</u>	<u>Premier PacLease</u>
	<u>Romulus</u>	<u>28610 Hildebrandt Street</u>	<u>48174</u>	<u>734-946-1433</u>	<u>AIM PacLease</u>
	<u>Saginaw</u>	<u>3046 Commerce Centre</u>	<u>48601</u>	<u>989-754-4500</u>	<u>Premier PacLease</u>
	<u>Wyoming</u>	<u>4800 Clyde Park Avenue SW</u>	<u>49509</u>	<u>616-532-3654</u>	<u>JX PacLease</u>
<u>MN</u>	<u>Albert Lea</u>	<u>77847 209th Street</u>	<u>56007</u>	<u>507-552-1340</u>	<u>Rihm PacLease</u>
	<u>Coon Rapids</u>	<u>9400 Evergreen Blvd.</u>	<u>55433</u>	<u>651-236-6080</u>	<u>Rihm PacLease</u>
	<u>Golden Valley</u>	<u>9105 10th Avenue North</u>	<u>55427</u>	<u>763-450-0633</u>	<u>Allstate Leasing, LLC</u>
	<u>Minnesota City</u>	<u>6830 Martina Road</u>	<u>55959</u>	<u>507-457-4400</u>	<u>Rihm PacLease</u>
	<u>North Mankato</u>	<u>2265 Howard Drive West</u>	<u>56003</u>	<u>507-388-9312</u>	<u>Allstate Leasing, LLC</u>
	<u>Red Wing</u>	<u>860 Bench Street</u>	<u>55066</u>	<u>651-388-7067</u>	<u>Rihm PacLease</u>
	<u>Rogers</u>	<u>21800 John Deere Lane</u>	<u>55374</u>	<u>763-428-4333</u>	<u>Allstate Leasing, LLC</u>
	<u>South St. Paul</u>	<u>425 Concord Avenue South</u>	<u>55075</u>	<u>651-646-7833</u>	<u>Rihm PacLease</u>
		<u>558 E. Villaume Ave</u>	<u>55075</u>	<u>651-681-4900</u>	<u>Allstate Leasing, LLC</u>
	<u>Stewartville</u>	<u>610 Schumann Dr NW</u>	<u>55976</u>	<u>507-523-2333</u>	<u>Allstate Leasing, LLC</u>
<u>MO</u>	<u>Bethany</u>	<u>389 South 39th Street</u>	<u>64424</u>	<u>660-425-6344</u>	<u>Peterbilt PacLease of Kansas City, Kansas</u>

	<u>O'Fallon</u>	<u>1 North Central Drive</u>	<u>63366</u>	<u>636-240-0773</u>	<u>TLG Peterbilt- PacLease</u>
	<u>Sedalia</u>	<u>29211 Meadowlark Road South 65 Highway</u>	<u>65301</u>	<u>660-827-6983</u>	<u>Peterbilt PacLease of - Sedalia</u>

<u>MO</u>	<u>Springfield</u>	<u>2215 East Division Street</u>	<u>65803</u>	<u>417-799-1340</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>St. Joseph</u>	<u>3803 Fox Hill Drive</u>	<u>64503</u>	<u>816-233-9131</u>	<u>Peterbilt PacLease of Kansas City, Kansas</u>
	<u>Strafford</u>	<u>3026 North Mulroy</u>	<u>65757</u>	<u>417-865-5355</u>	<u>TLG Peterbilt-PacLease</u>
<u>MS</u>	<u>Richland</u>	<u>421 Highway 49 South</u>	<u>39218</u>	<u>601-939-5300</u>	<u>Truckworx PacLease</u>
<u>MT</u>	<u>Billings</u>	<u>3225 N. Frontage Road</u>	<u>59101</u>	<u>406-252-5667</u>	<u>Jackson Group PacLease</u>
	<u>Columbia Falls</u>	<u>5565 Highway 2 West</u>	<u>59912</u>	<u>406-892-3271</u>	<u>Jackson Group PacLease</u>
	<u>Missoula</u>	<u>8295 Highway 10 West</u>	<u>59802</u>	<u>406-721-2760</u>	<u>Kenworth Sales Company PacLease</u>
		<u>9550 Cartage Road</u>	<u>59808</u>	<u>406-721-6100</u>	<u>Jackson Group PacLease</u>
<u>NC</u>	<u>Charlotte</u>	<u>230 East Westinghouse Boulevard</u>	<u>28273</u>	<u>704-909-2493</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>3917 Trailer Dr</u>	<u>28296</u>	<u>704-597-8600</u>	<u>TLG Peterbilt-PacLease</u>
	<u>Concord</u>	<u>5331 Davidson Highway</u>	<u>28027</u>	<u>704-886-0272</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>Greensboro</u>	<u>6442 Burnt Poplar Road</u>	<u>27409</u>	<u>336-605-2746</u>
	<u>7061 Albert Pick Road</u>		<u>27409</u>	<u>336-668-3050</u>	<u>TLG Peterbilt-PacLease</u>
	<u>Longview</u>	<u>3500 17th Avenue Circle SW</u>	<u>28602</u>	<u>828-345-5088</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Raleigh</u>	<u>7500 Reba Drive</u>	<u>27616</u>	<u>919-876-2952</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Wilmington</u>	<u>200 Sutton Steam Plant Road</u>	<u>28401</u>	<u>910-343-0567</u>	<u>MHC TRUCK LEASING, LLC</u>
<u>ND</u>	<u>Fargo</u>	<u>3611 38th Street SW</u>	<u>58104</u>	<u>701-282-6200</u>	<u>Allstate Leasing, LLC</u>
<u>NE</u>	<u>Columbus</u>	<u>3130 East 23rd Street</u>	<u>68601</u>	<u>608-241-5616</u> <u>Ext</u> <u>121</u>	<u>Premier PacLease</u>

	<u>Kearney</u>	<u>2206 East 25th Street</u>	<u>68847</u>	<u>608-241-5616</u> <u>Ext</u> <u>121</u>	<u>Premier PacLease</u>
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<u>NE</u>	<u>Lincoln</u>	<u>6262 Arbor Road</u>	<u>68517</u>	<u>402-858-8400</u>	<u>MPG PacLease - Lincoln</u>	
	<u>Norfolk</u>	<u>2001 S. 13th Street</u>	<u>68701</u>	<u>402-844-4749</u>	<u>MPG PacLease - Norfolk</u>	
	<u>Omaha</u>	<u>7502 L. Street</u>		<u>68127</u>	<u>402-574-6450</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>4324 South 90th Street</u>		<u>68127</u>	<u>402-339-4150</u>	<u>Brown Mid-America PacLease</u>
	<u>York</u>	<u>2737 South Lincoln Avenue</u>		<u>68467</u>	<u>608-241-5616 Ext 121</u>	<u>Premier PacLease</u>
<u>NH</u>	<u>Bow</u>	<u>1548 Route 3A</u>	<u>03304</u>	<u>800-639-7383</u>	<u>Lucky's PacLease</u>	
<u>NJ</u>	<u>Bloomsbury</u>	<u>963 Route 173</u>	<u>08804</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>	
	<u>Cinnaminson</u>	<u>1504 Mainline Drive</u>	<u>08077</u>	<u>856-662-4262</u>	<u>Miller PacLease</u>	
	<u>Clarksburg</u>	<u>524 Monmouth Road/Highway 537</u>	<u>08510</u>	<u>609-259-5950</u>	<u>Hunter Peterbilt PacLease</u>	
	<u>Dayton</u>	<u>2300 US Highway 130</u>	<u>08810</u>	<u>732-438-5740</u>	<u>Gabrielli PacLease</u>	
	<u>Egg Harbor Township</u>	<u>1240 Doughty Road</u>	<u>08234</u>	<u>609-646-6497</u>	<u>Miller PacLease</u>	
	<u>Hasbrouck Heights</u>	<u>39-47 Industrial Ave</u>	<u>07604</u>	<u>201-528-7923</u>	<u>Miller PacLease</u>	
	<u>Lakewood</u>	<u>575 Prospect Street Unit256</u>	<u>08701</u>	<u>732-674-6802</u>	<u>Miller PacLease</u>	
	<u>Logan Township</u>	<u>63 Repaupo Station Road</u>	<u>08085</u>	<u>609-760-3621</u>	<u>Miller PacLease</u>	
	<u>Mt. Holly</u>	<u>301 Mill Street</u>	<u>08060</u>	<u>609-265-2910</u>	<u>Miller PacLease</u>	
	<u>New Brunswick</u>	<u>107 How LN</u>	<u>08901</u>	<u>732-358-4027</u>	<u>Miller PacLease</u>	
	<u>Pennsville</u>	<u>454 North Broadway</u>	<u>08070</u>	<u>856-299-5010</u>	<u>Hunter Peterbilt PacLease</u>	

<u>NJ</u>	<u>Perth Amboy</u>	<u>975 High Street</u>	<u>08861</u>	<u>888-265-2900</u>	<u>Miller PacLease</u>
	<u>Ridgefield Park</u>	<u>239-277 Bergen Turnpike</u>	<u>07660</u>	<u>201-641-4440</u>	<u>Gabrielli PacLease</u>
	<u>Rockaway</u>	<u>80 Green Pond Rd</u>	<u>07866</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>
	<u>Vineland</u>	<u>1197 North Main Road</u>	<u>08360</u>	<u>856-696-4848</u>	<u>Miller PacLease</u>
<u>NM</u>	<u>Albuquerque</u>	<u>7711 Fortuna Road NW</u>	<u>87121</u>	<u>505-884-0300</u>	<u>Inland PacLease</u>
		<u>901 64th Steet NW</u>	<u>87121</u>	<u>505-767-7407</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Farmington</u>	<u>3924 Bloomfield Highway</u>	<u>87401</u>	<u>505-327-0200</u>	<u>Inland PacLease</u>
<u>NV</u>	<u>Elko</u>	<u>1355 West Main Street</u>	<u>89801</u>	<u>775-738-0404</u>	<u>Jackson Group PacLease</u>
	<u>Las Vegas</u>	<u>4150 Artic Spring</u>	<u>89115</u>	<u>702-970-7910</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>North Las Vegas</u>	<u>4830 Donovan Way</u>	<u>89081</u>	<u>702-399-2424</u>	<u>Kenworth Sales Company PacLease</u>
	<u>Sparks</u>	<u>2272 Larkin Circle</u>	<u>89431</u>	<u>775-336-5327</u>	<u>Peterbilt PacLease of Reno/Sparks</u>
<u>NY</u>	<u>Albany</u>	<u>90 Harts Lane</u>	<u>12204</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>
		<u>65 Railroad Ave</u>	<u>12205</u>	<u>518-459-1122</u>	<u>-LUCKY'S PacLease</u>
	<u>Bronx</u>	<u>3333 Conner Street</u>	<u>10475</u>	<u>718-994-8300</u>	<u>Gabrielli PacLease</u>
	<u>Buffalo</u>	<u>25 Dingens Street</u>	<u>14206</u>	<u>716-826-6895</u>	<u>AIM PacLease</u>
		<u>2370 Walden Avenue</u>	<u>14225</u>	<u>716-684-0010</u>	<u>Hunter Peterbilt PacLease</u>
	<u>East Syracuse</u>	<u>6014 Drott Dr</u>	<u>13057</u>	<u>315-432-1122</u>	<u>LUCKY'S PacLease</u>
	<u>Henrietta</u>	<u>472 Summit Point Dr</u>	<u>14467</u>	<u>585-321-5250</u>	<u>LUCKY'S PacLease</u>
	<u>Hicksville</u>	<u>880 South Oyster Bay Road</u>	<u>11801</u>	<u>516-931-7915</u>	<u>Gabrielli PacLease</u>
	<u>Jamaica</u>	<u>153-20 South Conduit Avenue</u>	<u>11434</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>
	<u>Marcy</u>	<u>9411 River Rd</u>	<u>13403</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>

<u>NY</u>	<u>Medford</u>	<u>3180 Horseblock Road</u>	<u>11763</u>	<u>631-475-4559</u>	<u>Gabrielli PacLease</u>
	<u>Montgomery</u>	<u>135 Neelytown Rd</u>	<u>12549</u>	<u>845-457-7000</u>	<u>Gabrielli PacLease</u>
	<u>Monticello</u>	<u>48 Bridgeville Road</u>	<u>12701</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>
	<u>Newburgh</u>	<u>242 Route 17K</u>	<u>12550</u>	<u>845-245-4042</u>	<u>LUCKY'S PacLease</u>
	<u>North Utica</u>	<u>5636 Horatio St. Route 12</u>	<u>13502</u>	<u>315-732-4300</u>	<u>LUCKY'S PacLease</u>
	<u>Owego</u>	<u>1000 Route 434</u>	<u>13827</u>	<u>607-867-1200</u>	<u>LUCKY'S PacLease</u>
	<u>Rensselaer</u>	<u>545 Riverside Ave</u>	<u>12144</u>	<u>718-977-7348</u>	<u>Gabrielli PacLease</u>
<u>OH</u>	<u>Cincinnati</u>	<u>2550 Annuity Drive</u>	<u>45241</u>	<u>513-772-1740</u>	<u>TLG Peterbilt-PacLease</u>
		<u>65 Partnership Way</u>	<u>45241</u>	<u>513-771-0012</u>	<u>Palmer Leasing Group</u>
	<u>Cleveland</u>	<u>2699 East 51st</u>	<u>44104</u>	<u>216-431-8890</u>	<u>AIM PacLease</u>
	<u>Columbus</u>	<u>4182 Janitrol Road</u>	<u>43228</u>	<u>614-274-5100</u>	<u>AIM PacLease</u>
	<u>Dayton</u>	<u>7740 Center Point 70 Boulevard</u>	<u>45424</u>	<u>937-235-2589</u>	<u>Palmer Leasing Group</u>
	<u>Garfield Heights</u>	<u>8150 Old Granger Road</u>	<u>44125</u>	<u>216-883-6300</u>	<u>AIM PacLease</u>
	<u>Girard</u>	<u>1500 Trumbull Avenue</u>	<u>44420</u>	<u>330-759-0438</u>	<u>AIM PacLease</u>
	<u>Lima</u>	<u>1420 Findlay Road</u>	<u>45801</u>	<u>419-222-9595</u>	<u>Whiteford Kenworth PacLease</u>
	<u>Perrysburg</u>	<u>12650 Eckel Junction Road</u>	<u>43551</u>	<u>419-874-3511</u>	<u>Whiteford Kenworth PacLease</u>
	<u>Tipp City</u>	<u>450 Kinna Drive</u>	<u>45371</u>	<u>937-398-7080</u>	<u>TLG Peterbilt-PacLease</u>
	<u>Toledo</u>	<u>5950 Brent Drive</u>	<u>43611</u>	<u>567-318-4100</u>	<u>Whiteford Kenworth PacLease</u>
	<u>Troy</u>	<u>1130 Horizon W. Ct</u>	<u>45373</u>	<u>937-335-5173</u>	<u>AIM PacLease</u>
	<u>Walton Hills</u>	<u>20311 Hannan Parkway</u>	<u>44146</u>	<u>440-735-1228</u>	<u>AIM PacLease</u>
<u>OK</u>	<u>Oklahoma City</u>	<u>401 N Sara Rd</u>	<u>73099</u>	<u>405-427-5000</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>8700 I-40 West ServiceRoad</u>	<u>73128</u>	<u>405-782-3500</u>	<u>RUSH TRUCK LEASING, INC.</u>

<u>OK</u>	<u>Tulsa</u>	<u>8621 E. Skelly Dr.</u>	<u>74129</u>	<u>918-665-2971</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>6015 South 49th West Avenue</u>	<u>74107</u>	<u>918-447-8630</u>	<u>RUSH TRUCK LEASING, INC.</u>
<u>OR</u>	<u>Central Point</u>	<u>4300 Hadley Drive, Suite 100</u>	<u>97502</u>	<u>541-772-5211</u>	<u>Papé Kenworth PacLease</u>
	<u>Coburg</u>	<u>91195 Coburg Industrial Way</u>	<u>97408</u>	<u>541-485-1191</u>	<u>Papé Kenworth PacLease</u>
	<u>Klamath Falls</u>	<u>9135 Highway 97 South</u>	<u>97603</u>	<u>541-850-6440</u>	<u>Papé Kenworth PacLease</u>
	<u>Ontario</u>	<u>920 SE 9th Avenue</u>	<u>97914</u>	<u>541-881-1747</u>	<u>Kenworth Sales Company PacLease</u>
		<u>588 SE 1st Ave</u>	<u>97914</u>	<u>541-823-5100</u>	<u>Jackson Group PacLease</u>
	<u>Pendleton</u>	<u>72567 Highway 331</u>	<u>97801</u>	<u>885-889-1499</u>	<u>Kenworth Sales Company PacLease</u>
	<u>Phoenix</u>	<u>3727 Fern Valley Road</u>	<u>97535</u>	<u>541-535-1446</u>	<u>Jackson Group PacLease – Oregon</u>
	<u>Portland</u>	<u>550 NE Columbia Boulevard</u>	<u>97211</u>	<u>503-285-6808</u>	<u>Papé Kenworth PacLease</u>
		<u>5555 North Lagoon Ave</u>	<u>97217</u>	<u>503-285-7771</u>	<u>Jackson Group PacLease – Oregon</u>
		<u>9002 North Sever Court</u>	<u>97203</u>	<u>503-233-8054</u>	<u>Dobbs Leasing</u>
	<u>Redmond</u>	<u>352 NE Hemlock Avenue</u>	<u>97756</u>	<u>801-641-1629</u>	<u>Papé Kenworth PacLease</u>
	<u>Salem</u>	<u>1150 Hawthorne Ave NE</u>	<u>97301</u>	<u>971-345-3220</u>	<u>Jackson Group PacLease – Oregon</u>
	<u>Springfield</u>	<u>1626 30th Street</u>	<u>97478</u>	<u>541-632-7789</u>	<u>Jackson Group PacLease – Oregon</u>
	<u>Tangent</u>	<u>33687 McFarland Road</u>	<u>97389</u>	<u>541-812-0207</u>	<u>Papé Kenworth PacLease</u>
<u>Troutdale</u>	<u>1701 NW Sundial Road</u>	<u>97060</u>	<u>503-405-3600</u>	<u>Jackson Group PacLease - Oregon</u>	
<u>PA</u>	<u>Breinigsville</u>	<u>9981 Old Route 22</u>	<u>18031</u>	<u>610-285-2244</u>	<u>Hunter Peterbilt PacLease</u>
	<u>Butler</u>	<u>519 Pittsburgh Road</u>	<u>16002</u>	<u>724-586-7744</u>	<u>Hunter Peterbilt PacLease</u>
	<u>Carlisle</u>	<u>198 Kost Road</u>	<u>17013</u>	<u>717-766-8000</u>	<u>Motor Truck PacLease</u>
	<u>Cheswick</u>	<u>721 Gulf Lab Road</u>	<u>15024</u>	<u>412-261-1810</u>	<u>AIM PacLease</u>

	<u>Clintonville</u>	<u>4054 State Road 308</u>	<u>16372</u>	<u>814-385-1040</u>	<u>Motor Truck PacLease</u>
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PA	Dunmore	109 Keystone Industrial Park	18512	570-347-5671	Motor Truck PacLease
	Eau Claire	101 East Main	16030	724-791-2525	Hunter Peterbilt PacLease
	Erie	8125 Wattsburg Road	16509	814-825-6661	AIM PacLease
	Freedom	2500 Lovi Road	15042	724-773-8181	AIM PacLease
	Lancaster	1463 Manheim Pike	17601	717-299-6630	Hunter Peterbilt PacLease
		66 Keller Avenue	17601	717-945-6205	Miller PacLease
	Leesport	2666 Leisczs Bridge Road	19533	484-277-2354	Miller PacLease
	McKees Rocks	67 Neville Avenue	15136	412-778-0160	Motor Truck PacLease
	New Stanton	530 North Center Ave	15672	724-925-5000	Motor Truck PacLease
	Philadelphia	2196 Bennett Road	19116	215-552-9832	Miller PacLease
		3200 South 7th Street	19148	215-644-8326	Miller PacLease
	Pittsburgh	218 Bilmar Drive	15205	724-695-2762	AIM PacLease
	Shartlesville	16 Motel Drive	19554	610-488-1660	Motor Truck PacLease
SC	Columbia	707 Cherokee Lane	29169	803-926-2900	Worldwide Equipment Leasing, Inc.
	Duncan	199 Freeman Farm Road	29334	864-269-7202	The Pete Store Truck Leasing
	Greenville	1055 ParkWest Blvd	29611	864-220-2509	Worldwide Equipment Leasing, Inc.
	Harleyville	181 Judge Street	29448	843-879-0253	TLG Peterbilt-PacLease

<u>SC</u>	<u>Summerville</u>	<u>780 Jedburg Road</u>	<u>29483</u>	<u>843-725-5378</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	<u>West Columbia</u>	<u>225 Rolling Meadows Lane</u>	<u>29172</u>	<u>803-832-7700</u>	<u>The Pete Store Truck Leasing</u>
<u>SD</u>	<u>Rapid City</u>	<u>2910 East Mall Drive</u>	<u>57701</u>	<u>605-343-2812</u>	<u>Custom Truck Leasing, Inc.</u>
	<u>Sioux Falls</u>	<u>4500 North Cliff Avenue</u>	<u>57104</u>	<u>605-332-5297</u>	<u>Custom Truck Leasing, Inc.</u>
<u>TN</u>	<u>Knoxville</u>	<u>5218 Rutledge Pike</u>	<u>37924</u>	<u>865-546-9553</u>	<u>The Pete Store Truck Leasing</u>
	<u>La Vergne</u>	<u>25 Ingram Blvd</u>	<u>37086</u>	<u>615-267-4152</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Memphis</u>	<u>1745 East Brooks Road</u>	<u>38116</u>	<u>901-332-4000</u>	<u>Dobbs Leasing</u>
		<u>1721 Transport Avenue</u>	<u>38116</u>	<u>901-332-0080</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Nashville</u>	<u>1234 Fesslers Lane</u>	<u>37210</u>	<u>615-366-2532</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Smyrna</u>	<u>900 Expo Drive</u>	<u>37167</u>	<u>615-220-7720</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>TX</u>	<u>Amarillo</u>	<u>4378 Canyon Drive</u>	<u>79109</u>	<u>806-731-1316</u>
<u>8000 Interstate 40 East</u>			<u>79118</u>	<u>855-366-8250</u>	<u>RUSH TRUCK LEASING, INC.</u>
<u>Arlington</u>		<u>1900 East Division Street</u>	<u>76011</u>	<u>469-203-8174</u>	<u>RUSH TRUCK LEASING, INC.</u>
<u>Austin</u>		<u>1205 Smith Road</u>	<u>78721</u>	<u>512-312-1146</u>	<u>RUSH TRUCK LEASING, INC.</u>
<u>Beaumont</u>		<u>5255 West Cardinal</u>	<u>77705</u>	<u>409-842-2446</u>	<u>RUSH TRUCK LEASING, INC.</u>
<u>Converse</u>		<u>9010 Interstate Highway 10 East</u>	<u>78109</u>	<u>210-662-9333</u>	<u>Premier PacLease</u>
		<u>8810 IH 10 East</u>	<u>78109</u>	<u>210-835-2207</u>	<u>RUSH TRUCK LEASING, INC.</u>

TX	<u>Corpus Christi</u>	<u>1313 Corn Products Road</u>	<u>78409</u>	<u>361-289-2181</u>	<u>Premier PaLease</u>
	<u>Dallas</u>	<u>34661 Lyndon B. Johnson Freeway</u>	<u>75241</u>	<u>469-341-3550</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>4646 Irving Boulevard</u>	<u>75247</u>	<u>214-920-7355</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>El Paso</u>	<u>12253 Gateway West</u>	<u>79936</u>	<u>915-778-6435</u>	<u>RUSH TRUCK LEASING, INC.</u>
		<u>10901 Gateway West</u>	<u>79935</u>	<u>915-593-2641</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Fort Worth</u>	<u>2951 Braswell</u>	<u>76111</u>	<u>-817-624-7200</u>	<u>MHC TRUCK LEASING, LLC</u>
		<u>1480 North East Loop 820</u>	<u>76106</u>	<u>-817-625-9500</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Grand Prairie</u>	<u>2626 West Pioneer Parkway</u>	<u>75051</u>	<u>-945-237-7101</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Houston</u>	<u>6300 North Loop East</u>	<u>77026</u>	<u>-832-942-5800</u>	<u>RUSH TRUCK LEASING, INC.</u>
		<u>5808 W Sam Houston Pkwy North</u>	<u>77041</u>	<u>832-823-6220</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Laredo</u>	<u>10216 Union Pacific Boulevard</u>	<u>78045</u>	<u>956-724-7383</u>	<u>RUSH TRUCK LEASING, INC.</u>
		<u>8402 Milo Road</u>	<u>78045</u>	<u>956-727-7886</u>	<u>Premier PaLease</u>
	<u>Lubbock</u>	<u>4510 Avenue A</u>	<u>79404</u>	<u>806-853-9786</u>	<u>Roberts PaLease</u>
		<u>4515 Avenue A</u>	<u>79404</u>	<u>806-373-5450</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Lufkin</u>	<u>3901 North Medford Drive</u>	<u>75901</u>	<u>936-637-7383</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Odessa</u>	<u>1230 South Grandview</u>	<u>79761</u>	<u>855-366-8250</u>	<u>RUSH TRUCK LEASING, INC.</u>
		<u>12913 West Interstate 20</u>	<u>79766</u>	<u>432-307-6100</u>	<u>MHC TRUCK LEASING, LLC</u>
	<u>Pharr</u>	<u>4300 North Cage Road</u>	<u>78577</u>	<u>956-781-2401</u>	<u>Premier PaLease</u>
		<u>4700 North Cage</u>	<u>78577</u>	<u>956-782-4511</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Robinson</u>	<u>1247 Sun Valley Road</u>	<u>76706</u>	<u>254-662-5400</u>	<u>RUSH TRUCK LEASING, INC.</u>
		<u>3001 IH 69 Access Road</u>			<u>RUSH TRUCK</u>

	<u>Robstown</u>		<u>78380</u>	<u>361-726-4851</u>	<u>LEASING, INC.</u>
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<u>TX</u>	<u>Sealy</u>	<u>4606 NE IH-10 @ Frontage Road</u>	<u>77474</u>	<u>979-877-0145</u>	<u>RUSH TRUCK LEASING, INC.</u>
	<u>Tyler</u>	<u>10791 Highway 69 North</u>	<u>75706</u>	<u>903-525-0500</u>	<u>RUSH TRUCK LEASING, INC.</u>
<u>UT</u>	<u>London</u>	<u>965 W. 325 N</u>	<u>84042</u>	<u>801-443-7200</u>	<u>Jackson Group PacLease</u>
	<u>Naples</u>	<u>715 South 1500 East</u>	<u>84078</u>	<u>435-828-7383</u>	<u>Jackson Group PacLease</u>
	<u>Ogden</u>	<u>1559 West 2550 North</u>	<u>84404</u>	<u>385-333-7150</u>	<u>Jackson Group PacLease</u>
	<u>Salina</u>	<u>305 West Industrial Park Drive</u>	<u>84654</u>	<u>435-529-2240</u>	<u>Kenworth Sales Company PacLease</u>
		<u>385 East 1620 South</u>	<u>84654</u>	<u>435-562-7383</u>	<u>Jackson Group PacLease</u>
	<u>Salt Lake City</u>	<u>1910 South 5500 West</u>	<u>84104</u>	<u>801-486-8781</u>	<u>Jackson Group PacLease</u>
	<u>St. George</u>	<u>4484 So. Desert Color Pkwy</u>	<u>84790</u>	<u>435-688-8000</u>	<u>Kenworth Sales Company PacLease</u>
	<u>Washington</u>	<u>203 East Playa Della Rosita Drive</u>	<u>84780</u>	<u>435-216-7800</u>	<u>Jackson Group PacLease</u>
	<u>West Valley City</u>	<u>2125 South Constitution Boulevard</u>	<u>84119</u>	<u>801-487-4161</u>	<u>Kenworth Sales Company PacLease</u>
<u>VA</u>	<u>Abingdon</u>	<u>18285 Lee Highway</u>	<u>24210</u>	<u>888-505-3273</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	<u>Chesapeake</u>	<u>1031 Cavalier Blvd</u>	<u>23323</u>	<u>757-485-4960</u>	<u>Kenworth Sales Company PacLease</u>
	<u>Gainesville</u>	<u>5509 Wellington Road</u>	<u>22155</u>	<u>703-372-4500</u>	<u>The Pete Store Truck Leasing</u>
	<u>Manassas</u>	<u>7394 Gallerher Rd. Bldg. B</u>	<u>20155</u>	<u>301-773-7044</u>	<u>AIM PacLease</u>
	<u>Raphine</u>	<u>670 Oakland Circle</u>	<u>24472</u>	<u>540-377-9090</u>	<u>The Pete Store Truck Leasing</u>
	<u>Richmond</u>	<u>2800A Deepwater Terminal Road</u>	<u>23234</u>	<u>804-231-9800</u>	<u>The Pete Store Truck Leasing</u>
	<u>Springfield</u>	<u>7397 Ward Park Lane</u>	-	<u>703-440-0853</u>	<u>AIM PacLease</u>

			<u>221</u>		
<u>VT</u>	<u>Colchester</u>	<u>41 Hercules Drive</u>	<u>05446</u>	<u>802-654-4420</u>	<u>LUCKY'S PacLease</u>
	<u>South Royalton</u>	<u>402 Vermont Route 107</u>	<u>05068</u>	<u>802-763-2585</u>	<u>LUCKY'S PacLease</u>

<u>WA</u>	<u>Aberdeen</u>	<u>120 South Maple Street</u>	<u>98520</u>	<u>360-533-3356</u>	<u>Papé Kenworth PacLease</u>
	<u>Cosmopolis</u>	<u>112 1st Street</u>	<u>98537</u>	<u>360-533-8990</u>	<u>Dobbs Leasing</u>
	<u>Kelso</u>	<u>2408 Talley Way</u>	<u>98626</u>	<u>360-425-5856</u>	<u>Jackson Group PacLease - Oregon</u>
		<u>2504 Talley Way</u>	<u>98626</u>	<u>360-575-9959</u>	<u>Papé Kenworth PacLease</u>
	<u>Lakewood</u>	<u>12507 Pacific Highway SW</u>	<u>98499</u>	<u>253-536-8800</u>	<u>Papé Kenworth PacLease</u>
	<u>Liberty Lake</u>	<u>23501 East Knox Avenue</u>	<u>99019</u>	<u>509-535-4241</u>	<u>Dobbs Leasing</u>
	<u>Marysville</u>	<u>15330 Smokey Point Boulevard</u>	<u>98271</u>	<u>360-659-7383</u>	<u>Dobbs Leasing</u>
	<u>Moses Lake</u>	<u>12238 North Frontage Road</u>	<u>98837</u>	<u>509-764-9130</u>	<u>Dobbs Leasing</u>
	<u>Pasco</u>	<u>1435 East Hillsboro Street</u>	<u>99301</u>	<u>509-545-3700</u>	<u>Dobbs Leasing</u>
		<u>2402 North Commercial Avenue</u>	<u>99301</u>	<u>509-542-0138</u>	<u>Kenworth Sales Company PacLease</u>
	<u>SeaTac</u>	<u>20220 International Boulevard South</u>	<u>98198</u>	<u>206-433-5911</u>	<u>Papé Kenworth PacLease</u>
	<u>Seattle</u>	<u>3707 Airport Way South</u>	<u>98134</u>	<u>206-624-7383</u>	<u>Dobbs Leasing</u>
	<u>Spokane</u>	<u>6420 East Broadway</u>	<u>99212</u>	<u>509-535-5753</u>	<u>Kenworth Sales Company PacLease</u>
	<u>Sumner</u>	<u>2800 136th Avenue Ct E</u>	<u>98390</u>	<u>253-344-5255</u>	<u>Dobbs Leasing</u>
	<u>Tulalip</u>	<u>11300 31st Drive NE</u>	<u>98271</u>	<u>360-658-7049</u>	<u>Papé Kenworth PacLease</u>
	<u>Yakima</u>	<u>2028 Rudkin Road</u>	<u>98903</u>	<u>509-453-3700</u>	<u>Dobbs Leasing</u>
		<u>907 South 18th Street</u>	<u>98901</u>	<u>509-452-8564</u>	<u>Papé Kenworth PacLease</u>
<u>WI</u>		<u>W6246 County Road BB</u>			

	<u>Appleton</u>		<u>54914</u>	<u>920-997-1764</u>	<u>Premier PacLease</u>
		<u>4205 Anderson Drive</u>			
	<u>DeForest</u>		<u>53532</u>	<u>608-241-4101</u>	<u>JX PacLease</u>
	<u>Depere</u>	<u>201 Lawrence Drive</u>	<u>54115</u>	<u>920-337-2560</u>	<u>JX PacLease</u>
	<u>Eau Claire</u>	<u>6500 Texaco Drive</u>	<u>54703</u>	<u>715-874-4747</u>	<u>Allstate Leasing, LLC</u>

<u>WI</u> Cant Merge	<u>Green Bay</u>	<u>580 Potts Avenue</u>	<u>54304</u>	<u>920-494-3696</u>	<u>Premier PacLease</u>
		<u>1720 Morse Street, Suite 100</u>			
	<u>Janesville</u>		<u>53545</u>	<u>608-807-6838</u>	<u>Premier PacLease</u>
		<u>1039 Kronenwetter Drive</u>			
	<u>Kronenwetter</u>		<u>54455</u>	<u>715-692-2250</u>	<u>JX PacLease</u>
		<u>3090 Berlin Drive</u>			
	<u>LaCrosse</u>		<u>54601</u>	<u>608-781-5360</u>	<u>Premier PacLease</u>
	<u>Menomonie</u>	<u>5913 3M Drive</u>	<u>54751</u>	<u>715-235-5000</u>	<u>Premier PacLease</u>
		<u>681 County Road O</u>			
	<u>Mineral Point</u>		<u>53565</u>	<u>608-240-7049</u>	<u>JX PacLease</u>
		<u>1354 Old Highway 51</u>			
	<u>Mosinee</u>		<u>54455</u>	<u>715-693-3900</u>	<u>Premier PacLease</u>
		<u>911 Haase Street</u>			
	<u>Neenah</u>		<u>54956</u>	<u>920-725-2994</u>	<u>JX PacLease</u>
		<u>1800 Ridgeview Drive</u>			
<u>Oak Creek</u>		<u>53154</u>	<u>414-761-1658</u>	<u>JX PacLease</u>	
	<u>9350 South 22nd Street</u>				
	<u>820 Silvernail Road, Suite A</u>				
<u>Pewaukee</u>		<u>53072</u>	<u>262-547-0001</u>	<u>JX PacLease</u>	
	<u>211 Hammond Avenue</u>				
<u>Superior</u>		<u>54880</u>	<u>715-392-4440</u>	<u>Allstate Leasing, LLC</u>	
<u>West Salem</u>	<u>55 Buol Road</u>	<u>54669</u>	<u>608-779-4905</u>	<u>Allstate Leasing, LLC</u>	
	<u>6395 Lake Road</u>				
<u>Windsor</u>		<u>53598</u>	<u>608-846-5451</u>	<u>Premier PacLease</u>	
<u>WV</u>	<u>Cross Lanes</u>	<u>408 New Goff Mountain Road</u>	<u>25313</u>	<u>304-744-1321</u>	<u>Worldwide Equipment Leasing, Inc.</u>
		<u>120 13th Street West</u>			
	<u>Huntington</u>		<u>25704</u>	<u>304-523-4567</u>	<u>Worldwide Equipment Leasing, Inc.</u>
	<u>5650 US Route 60 East</u>				
		<u>25705</u>	<u>304-776-3401</u>	<u>Worldwide Equipment Leasing, Inc.</u>	

	Jane Lew	Lewis County Industrial Park	_26378	304-884-7815	Worldwide Equipment Leasing, Inc.
	Princeton	I-77 & U.S. 460	_24740	304-425-7511	Worldwide Equipment Leasing, Inc.
WY	Rock Springs	384 Blairtown Road	_82901	307-362-6669	Kenworth Sales Company PacLease

Former Franchisee Contact Information As of **December 31, 2023**

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No current or former franchisees have signed confidentiality agreements or provisions during the last three years or before then restricting their ability to speak to you about their experience with the PacLease franchise system or their franchise relationship.

~~PacLease Peterbilt of Louisiana was terminated in 2020—~~**PATSY'S LEASING CORPORATION and DeCAROLIS TRUCK RENTAL, INC. were terminated in 2021.**

No franchises were terminated in **2022 or 2023**.

Franchisee Association Disclosures

PACCAR Leasing has no trademark specific franchisee associations and no independent franchisee organization has asked to be included in this disclosure document.

Item 21: Financial Statements

PACCAR Financial Corp., submits with this disclosure document its Audited Financial Statements (including Balance Sheets and Statements of Income), which include the results of PACCAR Leasing Company, a division of PACCAR Financial Corp., dated December 31 for the years ~~2023, 2022, 2021~~ (Exhibit K).

Item 22: Contracts

See copies of the following agreements and other documents attached to this disclosure document:

- Franchise Agreement (Exhibit A)
- Standard Operating Procedures (Exhibit B)
- Lease for RE-Lease Agreement (Exhibit C)
- Vehicle Permitting and Licensing Service Agreement (Exhibit D)
- Security Agreement and Collateral Assignment of Leases (Exhibit E)
- Personal Guarantee (Exhibit F)
- Right of First Refusal Addendum to Franchise Agreement (Exhibit G)
- Agreement for Electronic Submission of Dealer Truck Purchase Orders (Exhibit H)
- List of State Administrators (Exhibit I)
- List of Agents for Service of Process (Exhibit J)
- PACCAR Financial Corp.'s Audited Financial Statement for the years ~~2023, 2022, 2021~~ (Exhibit K)
- Disclosure Document Receipts (Exhibit L)

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Documents be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
Minnesota	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchised under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Item 23: Receipts

You will find copies of a detachable receipt in Exhibit L at the very end of this disclosure document.

Minnesota - Supplemental Exhibit to Franchise Disclosure Document

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.



DISCLOSURE DOCUMENT – EXHIBIT A

**FRANCHISE AGREEMENT
US**

THIS AGREEMENT is made between PACCAR Leasing Company, a division of PACCAR Financial Corp. (hereinafter "PACCAR Leasing") having its principal place of business in Bellevue, Washington, and _____ (hereinafter "Franchisee"), having its principal place of business at:

WHEREAS, PACCAR Leasing is the owner of the trademark(s) and service marks "PacLease and PACCAR Leasing and Design" (hereinafter "Trademark(s)"), the trade name "PacLease" and has formulated various programs, services, and methods for the business of leasing and renting heavy-duty trucks identified with the Trademark(s), and

WHEREAS, Franchisee desires to become a part of the PacLease leasing system developed by PACCAR Leasing, to establish and operate a heavy-duty truck leasing and rental business using the Trademark(s), and to use programs, services, and methods developed by PACCAR Leasing;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, it is agreed as follows:

1. Grant of Franchise.

PACCAR Leasing hereby grants to Franchisee, subject to the terms and conditions of this Agreement and the continuing good faith performance

thereof by Franchisee, a non-assignable, non-exclusive right to use programs, services, and methods developed by PACCAR Leasing in the operation of a truck leasing and rental business at the following location(s):

Main Location: _____

Additional Locations: _____

Franchisee will not operate from a different location(s) or conduct the leasing business at additional locations without the prior written consent of PACCAR Leasing. Furthermore, Franchisee acknowledges PACCAR Leasing has the exclusive right to grant the franchise to others.

1.1 In consideration of the payment by Franchisee of the fees specified herein and in the PacLease Standard Operating Procedures (as published and distributed by PACCAR Leasing to Franchisees from time to time), Franchisee shall be entitled for the term of this Agreement to use the Trademark(s) and PacLease trade name.

1.2 Franchisee acknowledges PACCAR Leasing's rights in the Trademark(s) and trade name and agrees for the purpose of protecting the Trademark(s) and trade name and enhancing the goodwill associated therewith, to strictly adhere to the PacLease Graphic Standards and all other instruction or manuals provided by PACCAR Leasing for the use thereof.

1.3 The Franchisee will not use the PacLease Trademark(s) or trade name as part of its leasing company's legal name, but will identify its leasing company in a manner consistent with the PacLease Graphic Standards.

1.4 Immediately upon expiration or termination of this Agreement, Franchisee agrees to discontinue using the Trademark(s) and trade name or any similar mark or name in the operation of its leasing business.

2. Fees.

In consideration of the opportunity to establish a truck leasing and rental business utilizing PACCAR Leasing's trade name, its Trademark(s), programs, methods, and procedures, Franchisee shall pay PACCAR Leasing an initial fee of \$_____ for the base location listed in paragraph 1 of this Agreement within thirty (30) days after this Agreement is signed. Thereafter, Franchisee shall pay PACCAR Leasing such periodic fees as may be specified in the Standard Operating Procedures. All such fees are non-refundable.

3. PACCAR Leasing's Obligations.

During the term of this Agreement or any renewal thereof, PACCAR Leasing agrees to:

3.1 Promote a national truck leasing and rental system identified with the Trademark(s);

3.2 Provide training and consulting services on operating a truck leasing and rental business including office and business management procedures and marketing approaches;

3.3 Assist in establishing a standardized accounting and cost control system for use in the truck leasing and rental business;

3.4 Assist in arranging insurance coverage for vehicles leased by Franchisee to third parties;

3.5 Provide a national marketing program;

3.6 Offer financing alternatives to enable Franchisee to acquire truck and trailer lease and rental inventory, provided Franchisee meets PACCAR Leasing's credit standards;

3.7 Take action as in its sole discretion is appropriate to protect the Trademark(s) and trade name against infringement;

3.8 From time to time, issue a directory containing the names and addresses of all Franchisees;

3.9 Promote compliance with PacLease Standard Operating Procedures and policies by all Franchisees through personal visits and inspections at their business locations; and

3.10 Provide such assistance as in its sole discretion is deemed appropriate to resolve disputes between Franchisees;

4. Franchisee's Obligations.

During the term of this Agreement or any renewal thereof, Franchisee agrees to:

4.1 Provide and maintain at its designated business location(s) sales and service facilities which are suitable for the operation of a heavy-duty truck leasing and rental business and which enables Franchisee to effectively conduct and perform all functions relating to such business;

4.2 Establish fully operational service facilities dedicated to the leasing and rental business and maintain such facilities in a neat and clean appearance which will reflect favorably on the PacLease system and other Franchisees, and meet all applicable government regulation.

Franchisee may use the service capacity of its affiliated truck dealership or independent leasing operation as long as such facility satisfies Franchisee's obligations under this paragraph;

4.3 Employ such number of competent trained personnel, knowledgeable in the heavy-duty truck leasing and rental business, service and related activities as may be necessary to service the needs of potential customers. Franchisee's personnel shall participate in such training programs as PACCAR Leasing may provide from time to time;

4.4 Maintain in full force and effect a standard policy of garage liability in an amount no less than \$1 million, evidence of which shall be provided to PACCAR Leasing;

4.5 Maintain an adequate sales staff dedicated to the sale of full service lease, rental and contract maintenance;

4.6 Use its reasonable best efforts to market leases and establish and maintain additional locations as are needed to meet market demands and to promote the maximum use, in Franchisee's lease and rental fleet, of vehicles manufactured by PACCAR's truck divisions;

4.7 Comply with all Standard Operating Procedures published by PACCAR Leasing and in effect from time to time (which are incorporated herein by this reference) and operate the business in a manner which will reflect favorably upon the PACCAR Leasing system and other Franchisees;

4.8 For all vehicles in Franchisee's PacLease lease and rental fleet, provide primary automobile liability insurance in an amount no less than \$1 million combined single limit from an insurance company approved by PACCAR Leasing, and evidence of which shall be provided to PACCAR Leasing;

4.9 Maintain all vehicles in a clean, safe, and presentable condition with scheduled maintenance according to manufacturer's suggestions;

4.10 Maintain true and accurate business and accounting records in accordance with generally accepted accounting principles (GAAP) and with PACCAR Leasing requirements and permit PACCAR Leasing to conduct on-site inspections of such records and business activities from time to time during normal business hours;

4.11 Cooperate fully with other Franchisees and provide prompt service to vehicles of other Franchisees in accordance with the PACCAR Leasing Standard Operating Procedures;

4.12 Submit to PACCAR Leasing monthly financial statements, monthly sales reports, information on truck fleet size, availability of service, and such other matters as may be reasonably required in a form and manner established by PACCAR Leasing no later than the 20th day following the period covered;

4.13 Forward to PACCAR Leasing audited annual financial statements no later than one hundred twenty (120) days following the close of its fiscal year;

4.14 Indemnify PACCAR Leasing for any liability, loss or damage resulting from a breach of this Agreement or the acts or omissions of the Franchisee, its employees or agents in the general operation of Franchisee's business.

5. Conduct of Business.

Franchisee will conduct its leasing and rental business at all times solely under the Trademark(s) and PacLease trade name and will hold itself out to the public, advertise or approach any potential customer in a manner consistent with the PACCAR Leasing Standard Operating Procedures and Graphic Standards and the PacLease forms included therein.

6. Compliance With Laws.

Franchisee shall be solely responsible for compliance with all laws, statutes, ordinances, or codes of any public or governmental authority pertaining to Franchisee and its truck leasing and rental business, and for payment of all taxes, permits, licenses and registration fees and other charges or assessments arising out of the establishment and operation of Franchisee's leasing business.

7. Term of Agreement.

The term of this Agreement shall be _____ commencing the **day of** _____, _____, and shall be renewable thereafter for successive terms of three years unless terminated earlier in accordance with the provisions of paragraph 8.

8. Termination.

8.1 Franchisee may terminate this Agreement at any time by giving written notice of such intention to PACCAR Leasing at least ninety (90) days prior to the effective date specified for termination;

8.2 PACCAR Leasing may terminate this Agreement or refuse to renew it by giving written notice of such intention to Franchisee at least ninety (90) days prior to the effective date specified for termination (or the expiration date of the term) in the event Franchisee defaults in its obligations under any of the provisions of paragraphs 2, 4, 5, and 6 of this Agreement. The franchisee shall have sixty (60) days from receipt of such notice in which to cure any claimed default;

8.3 PACCAR Leasing may terminate this Agreement immediately by giving written notice of such intention specifying the effective date of termination, in the event of:

- a. insolvency of Franchisee or the voluntary institution by Franchisee of any proceeding under the Federal bankruptcy law or under any state insolvency law, or

the involuntary institution against Franchisee or any proceeding under such laws; or the appointment of a receiver or other officer having similar powers for Franchisee's business, or any levy under attachment, execution or similar process which is not within ten (10) days vacated or removed by payment or bonding;

- b. any transfer or assignment of this Agreement by Franchisee, in whole or in part, without the prior written consent of PACCAR Leasing, such consent will not be unreasonably withheld;
- c. any change, whether voluntary or by operation of law, in Franchisee's ownership or management without the prior written consent of PACCAR Leasing, such consent will not be unreasonably withheld, PROVIDED THAT PACCAR Leasing will not terminate this Agreement upon a change in ownership due to death, if the beneficial interest of the deceased owner passes directly to his surviving spouse, children, partner or partners, and in PACCAR Leasing's opinion any new owner-manager is considered reasonably qualified to assume such responsibilities;

8.4 Upon termination for any reason, Franchisee shall immediately discontinue the use of all signs, Trademark(s) and trade names associated in any way with the PacLease leasing system and shall remove and dispose of such signs. Franchisee shall refrain from any further advertising or publicity referring to PacLease or the leasing system promoted by PACCAR Leasing and shall return all literature and advertising materials identifying the Franchisee with PacLease. It is agreed that after expiration or termination, any use of the Trademark(s) or trade name by Franchisee will result in irreparable injury to PACCAR Leasing and Franchisee hereby consents to the entry of an order enjoining Franchisee from using the Trademark(s) or trade name in any way.

9. Relationship of the Parties.

Franchisee is an independent contractor and is not the agent of PACCAR Leasing for any purpose whatsoever and is not granted, by the terms of this Agreement or otherwise, any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, PACCAR Leasing in any matter or thing whatsoever.

10. Franchisee's Warranties Upon Execution of this Agreement.

Franchisee represents and warrants the following:

10.1 Franchisee understands this Agreement contemplates the operation of a business by Franchisee's principals and that Franchisee's success will depend on Franchisee's principal's active participation in such business;

10.2 Franchisee has investigated the potential of the area within which it will establish and operate its business, and agrees that the obligations imposed on Franchisee by this Agreement are appropriate given the benefits of the franchise and the market opportunities;

10.3 Franchisee has examined PACCAR Leasing's programs, services, and methods for the leasing business and agrees that they are appropriate for use in the conduct of its truck leasing and rental business;

10.4 The individuals signing this Agreement on behalf of the Franchisee intend to actively participate in the management of business.

11. Confidential Information.

11.1 PacLease may, from time to time, disclose certain Confidential Information to Franchisee. "Confidential Information" means any nonpublic information disclosed by PacLease to Franchisee and includes, without limitation: (a) information in verbal, written or

electronic form or disclosed by inspection of tangible objects or by telephone or videoconference or otherwise, including without limitation, drawings, engineering and design specifications, inventions, know-how, operations, research and development data, graphs, databases, CAD/CAM drawings, software, technical information, presentations, demonstrations, contracts, pricing, customer lists, and letters; (b) PacLease's business policies, practices, trade secrets, financial information, product purchases, marketing or promotion plans; (c) new or updated PACCAR vehicle models prior to public release, prototypes, parts or other equipment; or (d) information received from a third party that PacLease is obligated to treat as confidential.

11.2 Confidential Information shall not include any information that: (a) is or subsequently becomes publicly available without Franchisee's breach of any obligation owed to PacLease; (b) was known to Franchisee prior to the date of disclosure by PacLease; (c) becomes known to Franchisee from a source other than PacLease which has not breached an obligation of confidentiality owed to PacLease; (d) is independently developed by or for Franchisee without use of any of PacLease's Confidential Information; or (e) is licensed under an Open Source License (as defined by the Open Source Initiative (www.opensource.org)).

11.3 Franchisee shall hold PacLease's Confidential Information in strict confidence and not disclose, or permit its Representatives (as defined below) to disclose, any Confidential Information to third parties unless authorized in writing by PacLease. Franchisee shall use the same degree of care with respect to the Confidential Information that Franchisee uses to protect its own confidential information of like importance, but not less than a reasonable degree of care. Franchisee may disclose Confidential Information pursuant to any subpoena or other validly-issued court order or in connection with any mandatory governmental reporting, provided Franchisee shall, to the extent legally permitted, (a) give PacLease reasonable notice prior to such disclosure and (b) comply with any applicable protective order or equivalent. If such a protective order is not obtained, Franchisee may disclose only such portion of the Confidential Information which it is advised by its counsel as being legally required.

11.4 Franchisee may disclose Confidential Information only to Franchisee's employees, affiliated companies, subcontractors or consultants (collectively, "Representatives") on a need-to-know basis. Franchisee shall notify and inform each of its Representatives of the provisions of this Section to ensure that such Representatives comply in full with the terms and conditions expressly set forth herein.

11.5 Confidential Information may only be used, reproduced, summarized or distributed by Franchisee in furtherance of Franchisee's truck leasing and rental business and not for any other purpose.

11.6 Franchisee's obligations under this Section shall survive the expiration or termination of this Agreement.

12. Miscellaneous Provisions.

12.1 All notices required to be given by this Agreement to either party shall be sufficient only if given in writing and delivered personally or by certified mail to Franchisee at the address set forth on page 1 of this Agreement, and to PACCAR Leasing at P.O. Box 1518, 777 106th Avenue N.E., Bellevue, Washington 98009;

12.2 Any failure by PACCAR Leasing to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of any of PACCAR Leasing's rights hereunder, nor affect the validity of this Agreement or any part hereof;

12.3 If any provisions of this contract are inconsistent with applicable state law, then the state law shall apply;

12.4 There are no other agreements or understandings, either oral or in writing, between the parties affecting this Agreement or relating to any of the subject matters covered by this

Agreement, except as otherwise specifically provided or referred to in this Agreement. No change or addition to the Agreement shall be valid or binding unless executed in writing by both parties. Nothing in this or any related agreement, however, is intended to disclaim the representations made by PacLease in the franchise disclosure document furnished to Franchisee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Electronic signatures will be treated as originals.

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By _____

By _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____

PacLease Area Operations Manager (Initials) – (Name): _____

Minnesota - Addendum to Franchise Agreement

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.



DISCLOSURE DOCUMENT – EXHIBIT B STANDARD OPERATING PROCEDURES

1. FACILITIES.

In order to effectively conduct a truck leasing and rental business each Franchise's facility:

- 1.1 Must have access to a fueling source, either bulk storage on site or fueling facility in reasonable proximity to the franchise location.
- 1.2 Must be situated in a manner that will permit easy ingress, egress, and maneuvering room for both trucks and trailers;
- 1.3 Must have its sales and service facilities open for business during such hours as are customary for truck leasing and rental businesses in the locale where Franchise maintains its business location;
- 1.4 Must have service bays that are adequate in number and size and adequate parts storage to service the fleet of vehicles garaged and maintained by the Franchise.
- 1.5 Must be maintained in a neat and clean manner which will reflect favorably on the PacLease system and other franchises, and meet all applicable Government regulations.

2. SERVICES.

In order to meet the responsibilities of providing emergency services to vehicles of another Franchise, each Franchise will:

- 2.1 Provide prompt, efficient, quality services to any vehicle in need of emergency services upon the request of another Franchise;
- 2.2 Subscribe to PACCAR Leasing Company's (PLC) available program for emergency repairs on vehicles requiring service away from the franchise location or during hours when the franchise location is not open for business;
- 2.3 On the request of another Franchise who owns the vehicle, make arrangements for service through a non-franchised outlet when unable to provide service themselves because of limited service capacity or the distance involved;
- 2.4 Either maintain a fleet of rental vehicles at its location in order to provide substitute vehicles on a daily rental basis when required, or use its best efforts to secure a substitute rental vehicle from another source. All vehicles placed in rental service must conform to graphic standards;
- 2.5 Maximum charges for the following on reciprocal service:
 - A. Parts at PACCAR Parts National Fleet Pricing Level 3;
 - B. Labor Charged at Warranty Rate Subject to Standard Repair Times

- C. Priority Service for Emergency Repairs
 - a. Initial Diagnosis within One (1) Hour After Arrival
 - b. Repairs < Two (2) Hours go to Front of the Line
 - c. Repairs > Two (2) Hours Need to be Scheduled
- D. Fuel not to exceed Franchisee's cost plus \$.10 per gallon (\$.03 per liter);
- E. No Frivolous or Excessive Charges:
 - a. Excessive Parking and Storage Fees (should not exceed average of local storage fees)
 - b. Third (3rd) Party Invoices Mark Up Limited to 15% and up to \$150
 - c. Excessive "Environmental Handling" Fees
- F. Lubricants at Franchise's Cost Plus Ten Percent (10%);
- G. Substitute Vehicles between Franchises for not more than a Two (2) Week Period:
 - a. Effective, ~~January 1st 2019~~November 1, 2021, within the United States:
 - \$800 a week and \$.12 a mile for a tandem axle sleeper
 - \$700 a week and \$.12 a mile for a tandem axle day cab
 - \$650 a week and \$.12 a mile for a single axle day cab
 - \$675 a week and \$.14 a mile, and \$1.25 per reefer hour, for reefer trucks
 - \$550 a week and \$.14 a mile for dry box trucks
 - ~~\$700 a week and \$.11 a mile for a tandem axle sleeper~~
 - ~~\$625 a week and \$.11 a mile for a tandem axle day cab~~
 - ~~\$575 a week and \$.11 a mile for a single axle day cab~~
 - ~~\$475 a week and \$.10 a mile for other straight trucks~~
 - ~~\$625 a week and \$.12 a mile and \$1.25 per reefer hour for reefer straight trucks~~
 - b. Effective, ~~January 1st 2019~~November 1, 2021, Within Canada:
 - \$1,000 a week and \$.10 a kilometer for a tandem axle sleeper
 - \$900 a week and \$.10 a kilometer for a tandem axle day cab
 - \$700 a week and \$.11 a kilometer for dry box trucks
 - ~~\$850 a week and \$.09 a kilometer for a tandem axle sleeper~~
 - ~~\$800 a week and \$.09 a kilometer for a tandem axle day cab~~
 - ~~\$575 a week and \$.08 a kilometer for other straight trucks~~
- * An additional CAD\$30 per day charge for Mandatory Liability Insurance will be added in Quebec.
- c. This pricing is valid while the rentee's vehicle is out of service due to repair

at the rentor's shop.

d. Specialized equipment substitute pricing must be negotiated between Franchises.

- 2.6 Shall render payment to another Franchise for reciprocal service upon receipt of invoice;
- 2.7 Shall pay any disputed billing net sixty (60) days from date of invoice by deposit of funds with PLC where such funds shall be held in escrow until the dispute is resolved.

3. FRANCHISE PROGRAMS.

In order to provide uniformity within the national leasing networks, various programs have been developed and each Franchise will:

- 3.1 Comply with the procedures outlined and set forth on ~~the ePortal (Leasing tab) or~~ PACCAR.net (PacLease pages);
- 3.2 Use forms and promotional material as published by PLC;
- 3.3 Conform to the PacLease graphic standards as provided by PLC with regard to all PLC trademarks and trade names usage and all business forms, stationary, business cards, etc.;
- 3.4 Represent PacLease separately on all stationary, business card and marketing materials. However, PacLease may be represented on such materials with other PACCAR trademarks, trade names and logos.
- 3.5 Identify each approved location with a lighted sign which complies with PLC approved graphic standards and shall be maintained and operated by the Franchise;
- 3.6 Identify each vehicle used in the system, whether lease, rental or contract maintenance, in a manner consistent with the PacLease graphic standards;
- 3.7 Incorporate in any advertising the PLC trademarks and trade names in a manner consistent with the PacLease graphic standards.
- 3.8 Use, to the fullest extent practicable, all PacLease programs to include funding programs, PacTax, PacCentral and PacLease Insurance.

4. PERIODIC FEES.

Franchise will pay to PLC the following fees:

4.1 Initial Location Fees.

Franchisee shall pay an initial fee of \$4,000.00 for the base location in a lump sum to PLC within thirty (30) days from the date the Franchise Agreement is signed. The fee will be used to provide the Franchise with a graphics standard sign. These fees are subject to change by PLC upon notice to Franchise. Franchise fees are not refundable in whole or part under any circumstances.

4.2 Location Fees.

The location fee will be \$500.00 per franchise group. The monthly fee is payable quarterly to PLC.

4.3 Revenue Fee.

The revenue fee of one percent (1.0%) for the first \$6,000,000 of all lease, rental, insurance and contract maintenance revenue of all locations combined, is payable to PLC on a quarterly basis. The fee drops to one half of one percent (.5%) for all

combined revenues from \$6,000,000 to \$12,000,000. The fee drops to zero (0) for all combined revenues over \$12,000,000. At the Franchise's request, PLC may charge a flat monthly fee for those franchises whose revenue will exceed \$12,000,000. This fee is to compensate PLC for programs and services and to provide greater uniformity to the franchise system by including many existing services under one required fee structure.

4.4 Vehicle Permitting, Tax Reporting and Licensing Services.

PLC will provide certain services in connection with various state vehicle licensing and permitting requirements and state fuel and mileage tax reporting requirements. These services will be provided for a monthly per vehicle fee and a one-time setup fee per vehicle. Monthly fees per vehicle do not exceed \$25.00. These fees may be changed by PLC from time-to-time to reflect PLC's increased expenses in performing the services.

4.5 Franchise shall pay a monthly fee, as determined by PLC from time to time, for an insurance safety program.

5. CONFIDENTIAL INFORMATION.

5.1 PLC may, from time to time, disclose certain Confidential Information to a Franchise. "Confidential Information" means any nonpublic information disclosed by PLC to a Franchise and includes, without limitation: (a) information in verbal, written or electronic form or disclosed by inspection of tangible objects or by telephone or videoconference or otherwise, including without limitation, drawings, engineering and design specifications, inventions, know-how, operations, research and development data, graphs, databases, CAD/CAM drawings, software, technical information, presentations, demonstrations, contracts, pricing, customer lists, and letters; (b) PLC's business policies, practices, trade secrets, financial information, product purchases, marketing or promotion plans; (c) new or updated PACCAR vehicle models prior to public release, prototypes, parts or other equipment; or (d) information received from a third party that PLC is obligated to treat as confidential.

5.2 Confidential Information shall not include any information that: (a) is or subsequently becomes publicly available without a Franchise's breach of any obligation owed to PLC; (b) was known to a Franchise prior to the date of disclosure by PLC; (c) becomes known to a Franchise from a source other than PLC which has not breached an obligation of confidentiality owed to PLC; (d) is independently developed by or for a Franchise without use of any of PLC's Confidential Information; or (e) is licensed under an Open Source License (as defined by the Open Source Initiative (www.opensource.org)).

- 5.3 A Franchise shall hold PLC's Confidential Information in strict confidence and not disclose, or permit its Representatives (as defined below) to disclose, any Confidential Information to third parties unless authorized in writing by PLC. A Franchise shall use the same degree of care with respect to the Confidential Information that a Franchise uses to protect its own confidential information of like importance, but not less than a reasonable degree of care. A Franchise may disclose Confidential Information pursuant to any subpoena or other validly-issued court order or in connection with any mandatory governmental reporting, provided a Franchise shall, to the extent legally permitted, (a) give PLC reasonable notice prior to such disclosure and (b) comply with any applicable protective order or equivalent. If such a protective order is not obtained, a Franchise may disclose only such portion of the Confidential Information which it is advised by its counsel as being legally required.
- 5.4 A Franchise may disclose Confidential Information only to a Franchise's employees, affiliated companies, subcontractors or consultants (collectively, "Representatives") on a need-to-know basis. A Franchise shall notify and inform each of its Representatives of the provisions of this Section to ensure that such Representatives comply in full with the terms and conditions expressly set forth herein.
- 5.5 Confidential Information may only be used, reproduced, summarized or distributed by a Franchise in furtherance of a Franchise's truck leasing and rental business and not for any other purpose.
- 5.6 A Franchise's obligations under this Section shall survive the expiration or termination of its Franchise Agreement.

6. AMENDMENTS AND SUPPLEMENT TO STANDARD OPERATION PROCEDURES.

These Standard Operating Procedures may be supplemented or amended from time to time by PLC. All amendments and supplements adopted will be published in ~~ePortal (Leasing tab)~~ ~~or~~ PACCAR.net (PacLease pages). The effective date shall be specified on the face thereof.

7. NATIONAL ACCOUNT SALES POLICY.

The following guidelines will govern sales to National Account Customers. A National Account Customer is a Fortune 1000 Company or subsidiary; a customer who signs a Lease Agreement whose needs for lease vehicles extend beyond a single Franchise's principal market area and into either another Franchise's market area, or into a market area not presently served by a Franchise; or a fleet of ten (10) or more vehicles where the Franchise feels national account sales expertise would be beneficial.

- 7.1 The Franchisee that enters into the initial lease transaction with a National Account Customer (the “Primary Franchise”) executes a PacLease Vehicle Lease and Service Agreement, and applicable Schedule A’s and B’s, covering the National Account Customer’s vehicles in its principal market area;
- 7.2 Should the National Account Customer have a need for lease vehicles in a market area not served by a PacLease Franchise, the Primary Franchise may apply for a dedicated location in such market area, subject to PLC’s approval. As long as a dedicated location provides service only to the National Account Customer, it would not be subject to additional location fees. A dedicated location will be treated as a branch -location subject to applicable branch fees in the event the Franchise servicing the National Account Customer elects to market PacLease services generally;
- 7.3 Should the National Account Customer have need for lease vehicles in market areas where another PacLease Franchise exists (the “Remote Franchise”), the Primary Franchise should contact a National Account Sales Executive to coordinate the National Account Customer’s lease needs with the remote location. The Remote Franchise will establish an appropriate lease rate based on the National Account Customer’s vehicle requirements and service needs. The National Account Sales Executive will coordinate with all locations, present the proposal, and collect the signed lease documents. The Franchise will then source the lease units;
- 7.4 The Franchises will handle day-to-day operational and maintenance matters for lease vehicles covered by the Schedule A’s and B’s entered into with the National Account Customer. PLC may elect to invoice the National Account Customer via centralized billing.
- 7.5 Should a Remote Franchise elect not to enter into a lease arrangement with a National Account Customer, the Primary Franchise shall have the option of entering into leases with the National Account Customer for vehicles to be domiciled in such Remote Franchise’s principal market area. The Primary Franchise and Remote Franchise shall negotiate an agreement whereby the Remote Franchise will maintain such lease vehicles in accordance with the standard PacLease Contract Maintenance Agreement. The Remote Franchise will invoice the Primary Franchise for all such maintenance.
- 7.6 In addition to the aforementioned Standard Operation Procedures, PLC has set out in a policy bulletin the policies and procedures relating to national accounts. These policies may be changed from time to time at the sole discretion of PLC.

8. **VEHICLE TRANSFER.**

The following policy guidelines will govern permanent vehicle transfers between PacLease Franchises. This will set forth the responsibility of the sending location and receiving location relative to the terms of transfer. Guidelines governing the transfer of vehicles will be as follows:

- 8.1 All transferred vehicles must be in roadworthy condition and in compliance with all laws and regulations then applicable to such equipment. The equipment must be clean and in good appearance, normal wear and tear accepted. The engine, transmission and rear axles must be in good operating order. Engines shall meet engine manufacturer's minimum operating standards as measured by compression pressure or blow by, as the case may be. Cracked and broken frames, window glass and/or sheet metal damage are unacceptable and tires must have fifty percent (50%) or more wear remaining. The sending locations, at their expense, shall repair, replace or refurbish vehicle components which do not meet these standards:
 - A. Units must have had a current PM within 90 days of transfer date
 - B. Tires must be 50% tread life PER TIRE
 - C. Any repairs greater than \$500 within first 3 months of effective transfer will be documented reviewed and subsequently billed back to sending franchise. Sending franchise will have the option of independent inspection or self-repair within the first business week of notification
- 8.2 Sending Franchise will be invoiced for repairs if transferred vehicles are not maintained according to the published PLC maintenance schedule. Charges for labor shall be Warranty Rate Subject to Standard Repair Times;
- 8.3 For vehicles in service less than six (6) months the receiving Franchise will pay the sending Franchise to cover initial start-up costs up to \$1,000.00 that were not funded nor have yet to be recouped through the lease payment stream;
- 8.4 One of the following three (3) options may be employed governing the financial obligations between the sending and receiving Franchises:
 - A. Contingent upon approval of the sending Franchise, the receiving Franchise could assume the remaining financial obligation on the vehicles. If the vehicle is leased from PLC, the receiving Franchise would be required to seek authorization to assume the remaining lease obligation on the vehicle;
 - B. If the assumption alternative is not possible or desirable, the sending Franchise could sub-finance the receiving Franchise, utilizing a sub-finance agreement. This document would be developed by the sending Franchise in a form that would be both acceptable to the underlying finance source and/or PLC. The format and content should also conform to state laws regarding the terms of the finance agreement and meet the approval of the receiving Franchise.

- C. The sending Franchise could continue the lease with the sub lessee and negotiate a contract maintenance agreement with the receiving Franchise for the maintenance that would be performed by the receiving Franchise. The receiving Franchise could price their services on the basis of a fixed rate plus mileage rate or on the basis of time and materials.
 - D. The receiving Franchise can REQUEST a re-write of the original agreement if the transferred vehicle(s) is from a rural franchise (must be less than 3,000 combined Class 6-8 Vehicles in Operation (VIOs) as determined by R.L. Polk within a 25.0 mile radius of the franchise) to a Metropolitan Statistical Area (MSA) as determined by the latest U.S. Census to account for increase maintenance cost/expenses.
- 8.5 If a National Account Customer chooses to transfer a leased vehicle(s) from one Franchise to another, and if the transferred vehicle(s) is/are leased under the PLC Lease For Re- Lease program, the receiving Franchise shall, with PLC's approval, assume the sending Franchise's rights and obligations under the customer lease and the Lease For Re-Lease. In such instance, the receiving Franchise shall execute all documents as required by PLC to complete the transfer. If the vehicle to be transferred is not leased under the PLC Lease For Re-Lease program, the receiving Franchise will purchase the transferred vehicle(s) from the sending Franchise at a purchase price to be negotiated between the parties.
- 8.6 PacLease will establish and administer a network transfer pool:
- A. Each National Account unit funded will include \$150 to be withheld by PacLease to establish and maintain a monetary pool to assist in future transfers.
 - B. A Transfer Documentation Fee will be assessed to each sending franchise based on the time from the unit in service date.
 - C. Initial Fee to be set at \$250 per year (pro-rated) and can be updated from time to time. For example a unit transferred in the 38th month would have a fee of \$792
 - D. The Transfer Documentation fee will also be used to maintain the monetary network transfer pool.
 - E. At PLC's discretion, funds will be drawn from the network transfer pool to assist receiving franchises in national account transfers.
- 8.7 In addition to the aforementioned Standard Operation Procedures, PLC has set out in a policy bulletin the policies and procedures relating to vehicle transfers. These policies may be changed from time to time at the sole discretion of PLC.

9. FRANCHISING POLICY.

PLC will determine the proper coverage and number of locations in a marketplace to achieve effective market representation through all qualified Kenworth and Peterbilt dealers, strategically located company stores, and, as appropriate, independent leasing companies (defined below) taking into account, among other things, market potential and the performance of existing Franchise(s).

10. FRANCHISING INDEPENDENTS.

PLC will consider franchising independent companies (not affiliated with Kenworth or Peterbilt dealership operations) in an open or underdeveloped market (open or underdeveloped market as defined in Paragraph 11 below), provided that the independent meets the following criteria:

- 10.1 The independent agrees to follow the conditions of the Franchise Agreement and Standard Operating Procedures;
- 10.2 The independent and PLC will agree to a method of converting all existing lease and rental operations to PacLease. PLC reserves the right to withhold franchising an independent that operates under a competing leasing system;
- 10.3 The independent agrees to identify their fleet and meet all PacLease graphic standards within twelve (12) months from the date of the Franchise Agreement; The independent agrees to promote maximum use of PACCAR products for lease and rental to its customers whenever possible. All PACCAR vehicles and proprietary parts will be purchased from an authorized PACCAR Dealer.

11. OPEN OR UNDERDEVELOPED MARKET.

An open or underdeveloped market shall be defined to be one of the following:

- 11.1 A market for which the incumbent Peterbilt and Kenworth dealer has elected not to become a PacLease franchise.
- 11.2 A market where there is no Peterbilt or Kenworth dealer.
- 11.3 A market in which PacLease franchise representation has been removed by the dealership's sale of the assets of their PacLease franchise.
- 11.4 A market in which the incumbent PacLease franchise has failed to acceptably develop the market or meet growth criteria as established by PLC.
- 11.5 PLC will first serve notice of the open or underdeveloped market to all PACCAR dealers.
 - B. Within a specified time frame, PLC will accept proposals from PACCAR dealers who are interested in developing a PacLease franchise within the

- open market.
- C. PLC reserves the right to accept the best proposal submitted by PACCAR dealers based on the following priority:
 - a. Dealers in contiguous territories.
 - b. Other PACCAR dealers.
 - D. If a proposal is not submitted by, or if an acceptable proposal is not received from, a PACCAR dealer within the specified time frame, PLC will accept proposals from independent leasing companies (who are not otherwise PACCAR dealers) to become PacLease franchises to serve the open or underdeveloped market.
 - E. PLC reserves the right to fill the open or underdeveloped market with a
 - F. PLC owned and managed lease facility(ies).
 - G. Should PLC elect to franchise an independent leasing company in the open or underdeveloped market, it is PLC's intent to require the independent leasing company to represent itself only as a PacLease franchisee within the market, and to further submit proposals to become a PacLease franchise in any other market in which the independent leasing company operates a full service leasing and rental business.
- 11.6 The intent of this Policy is to ensure that additional franchises increase overall market representation.



DISCLOSURE DOCUMENT – EXHIBIT C

LEASE FOR RE-LEASE AGREEMENT US

This Lease is made as of the _____ day of _____, _____ between PACCAR Leasing Company, a division of PACCAR Financial Corp. (hereinafter “PACCAR Leasing”) having its principal place of business in Bellevue, Washington and _____ (hereinafter “Franchisee”), whose address is _____.

1. Vehicles Covered

PACCAR Leasing agrees to lease to Franchisee and Franchisee agrees to lease from PACCAR Leasing the vehicles and equipment listed on any Schedule A attached hereto [hereinafter “Vehicles”], and from time to time hereafter executed and made part of this Agreement. Execution of Schedule A shall constitute Franchisee’s authorization to PACCAR Leasing to acquire the Vehicles.

2. Delivery and Term

This Agreement shall become effective with respect to each Vehicle on the date the Vehicle is delivered by PACCAR Leasing to Franchisee at Franchisee’s address shown above, and shall continue for the term specified on the applicable Schedule A (hereinafter “Schedule A”) unless terminated earlier as provided hereinafter. Delivery of a Vehicle as set forth in Schedule A constitutes an acknowledgement that the Vehicle complies with Franchisee’s specifications, excluding hidden defects.

3. Return of Vehicles

Upon the expiration or termination of this Agreement with respect to any Vehicle, Franchisee shall return any such Vehicle to PACCAR Leasing at the location designated on the applicable Schedule A, or any other location reasonably designated by PACCAR Leasing, free from all damage and in the same condition and appearance as when received, ordinary wear and tear alone excepted. Franchisee further agrees to return each Vehicle to PACCAR Leasing in roadworthy condition and in compliance with all laws and regulations then applicable to such equipment. Each Vehicle must be clean and in good appearance, normal wear and tear excepted. The engine, the transmission and rear axles must be in good operating order. Engines shall meet engine manufacturer’s minimum operating standards as measured by compression pressure or blow by, as the case may be. Cracked or broken frames, window glass or sheet metal damage and other damaged items are unacceptable; and tires must all match and have fifty percent (50%) or more wear remaining. All gauges, switches, lights and components must be in place and operational. Upholstery, seat covers and door panels must not be torn, stained or open at the seams. All equipment, accessories and components provided by or owned by PACCAR Leasing (including parts installed, modifications and alterations as provided in Section 6) must be on the Vehicle and operational. The Franchisee, at its expense shall repair, replace or refurbish Vehicle components that do not meet these turn-in standards. Term rent

at PACCAR Leasing's then current rental rate shall be charged to the Franchisee if return of a Vehicle is delayed more than ten (10) days beyond the expiration of the lease term.

4. Charges

Franchisee agrees to pay PACCAR Leasing all rental and other charges set forth in the applicable Schedule A covering such Vehicle. The first monthly payment will be due thirty (30) days from the date of delivery or payment due date shown on Schedule A as applicable, and the remaining payments shall become due on the same day of each successive month thereafter unless accelerated as provided in Section 13 hereof or unless otherwise agreed to by both parties in writing. , Franchisee agrees to pay a late charge of one and one-half percent (1 ½ %) or the maximum legally permissible amount on each billing whichever is greater, for all past due payments.

5. Taxes, Licenses, Permits and Related Fees and Charges

A. Vehicle Licenses and Federal Heavy Vehicle Use Tax. In accordance with Schedule A, the Franchisee will pay, or cause its sublessees to pay, for the state motor vehicle license and inspection fees for each Vehicle for the licensed weight for the state in which it is domiciled and pay the ad valorem tax and Federal Heavy Vehicle Use Tax for each Vehicle, exclusive of any For Hire taxes, tags or permits. Charges for taxes and license fees paid by PACCAR Leasing which are in excess of amounts stipulated on Schedule A will be billed to the Franchisee and Franchisee shall be reimbursed if the amount is less than the amount on Schedule A. If PACCAR Leasing and Franchisee agree to allow Franchisee or its sublessees to file and pay Federal Heavy Vehicle Use Tax on behalf of PACCAR Leasing, Franchisee further agrees to provide to PACCAR Leasing proof of payment of the tax.

B. Depreciation Deductions. Franchisee recognizes that PACCAR Leasing is the owner of the Vehicles for Federal income tax purposes and intends to take the depreciation deductions as provided by the Internal Revenue Code. In the event that the depreciation deductions are lost, reduced or delayed due to any act of omission by Franchisee, Franchisee agrees to indemnify and hold PACCAR Leasing harmless against any and all losses and/or additional tax liabilities incurred by PACCAR Leasing, including any interest, penalties and additions to tax.

C. Fuel Permits and Related Taxes. If franchisee elects to participate PACCAR Leasing shall, where permitted by law and pursuant to a written agreement with Franchisee, apply for fuel tax permits, prepare and file fuel tax returns and pay the taxes imposed upon the purchase and consumption of such fuel by Franchisee's Vehicles, upon Franchisee providing PACCAR Leasing with trip records, fuel receipts or invoices, and other records or documents related to the use of the Vehicle by Franchisee or its sublessees as may be necessary for the preparation of the fuel tax returns. Franchisee shall reimburse PACCAR Leasing for the amount of fuel taxes and permits. Franchisee shall also reimburse PACCAR Leasing for any additional charges, assessments, tax or penalty or credit disallowed as a result of untimely or improper furnishing of such documents or information by Franchisee.

D. Other Special Taxes or Fees. Franchisee shall pay for any special license or pay any taxes required by the business of Franchisee and be responsible for any axle mileage taxes, ton mileage taxes, highway or bridge tolls which may result from the operation of the Vehicles. Unless agreed otherwise in accordance with Section 5.C., above, Franchisee shall obtain all necessary fuel permits and/or bonds and Franchisee shall keep or cause to be kept and made available to PACCAR Leasing any necessary records relating to the use of the Vehicles and pertaining to such permits and taxes.

E. Adjustments for Changes in Taxes and Fees. Any increases in existing federal, state or local taxes, or license fees over the amounts of such taxes and fees in effect on the delivery date of any Vehicle leased hereunder, or any new federal, state, or local taxes, or license fees relating to any Vehicle leased hereunder shall also be paid by Franchisee to PACCAR Leasing as incurred by PACCAR Leasing unless otherwise specified herein.

Franchisee's indemnities and liabilities under this Section 5 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

6. Maintenance and Repairs; Required Emission Control Equipment

A. Franchisee's Responsibilities. Franchisee shall at its own expense keep each Vehicle in good condition and repair in accordance with PACCAR Leasing's recommended procedures. In addition, Franchisee shall maintain each Vehicle in compliance with applicable state and federal safety rules and regulations. Unless otherwise specified in Schedule A, Franchisee shall furnish, at its own expense, all necessary fuel, lubricants, grease, antifreeze, tires, tubes and all other replacement parts and supplies necessary for maintenance and operation of each Vehicle. Franchisee shall not alter or modify a Vehicle in any manner that would materially and adversely affect its value.

B. Vehicle Modifications and Alterations. All parts installed and any modifications and alterations made in the course of ordinary maintenance and repair of the Vehicles shall become the property of PACCAR Leasing and shall remain the property of PACCAR Leasing upon termination of this Agreement, unless otherwise provided herein. PACCAR Leasing in its discretion shall determine whether any modification constitutes ordinary maintenance and repair. At Franchisee's request after delivery, additions to or improvements in a Vehicle may be made at the cost and expense of Franchisee upon approval by PACCAR Leasing. Except as provided in this Section, upon expiration or termination of this Agreement, any such additions or improvements may be removed by Franchisee with the prior approval of PACCAR Leasing.

C. Required Emission Control Equipment. State and federal laws and regulations may require emission controls and equipment, or other equipment, on a Vehicle now in use. It is understood and agreed that PACCAR Leasing assumes no responsibility for such controls and equipment or installation thereof. Where so required, the installation and the equipment shall be at the expense of the Franchisee. It is further understood and agreed that Franchisee shall determine what equipment is required by Franchisee under applicable law. When installed, such equipment shall become the property of PACCAR Leasing.

7. Disclaimer of Warranty or Other Contractual Liability to Franchisee; Rights Under Manufacturer's Warranty

Franchisee acknowledges that PACCAR Leasing is not the manufacturer or vendor of any Vehicle and that PACCAR Leasing MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO THE FITNESS WORKMANSHIP, DESIGN OR CONDITION, THE MERCHANTABILITY OF A VEHICLE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. PACCAR Leasing shall not be liable for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any Vehicle. In addition, Franchisee agrees it will not set up any such claims as a defense, counterclaim or set off against any obligations it has assumed under the terms of this Agreement. PACCAR Leasing shall not be responsible for any loss, damage or claim caused by or attributable to any defect or deficiency in any Vehicle whether arising out of a Vehicle's manufacture, design, maintenance, or otherwise.

PACCAR Leasing hereby appoints Franchisee its attorney-in-fact with full power and right for and on behalf of PACCAR Leasing, and in PACCAR Leasing's name, to exercise all rights granted by the manufacturer to PACCAR Leasing under the terms of the warranty covering a Vehicle.

8. Insurance and Indemnity

A. Liability and Physical Damage. Franchisee shall procure from insurance companies approved by PACCAR Leasing and maintain in full force during the term of this Agreement for each Vehicle described in Schedule A public liability insurance in favor of PACCAR Leasing (its successors and assigns) and the Franchisee as their interests may appear, with limits for bodily injury and damage or loss of property in the minimum amount of \$1 million primary automobile liability insurance as set out in Schedule A, and physical damage insurance in the full insurable value of each Vehicle insuring the respective interests of PACCAR Leasing, Franchisee, their successors and assigns, against loss or damage by collision, fire, theft and other hazards, subject to a deductible clause in the amount set out in Schedule A.

B. Excess ("Umbrella") Insurance Coverage. Franchisee shall procure from insurance companies approved by PACCAR Leasing and maintain in full force during the term of this agreement the minimum amount of \$3 million umbrella or excess insurance in favor of the Franchisee, and PACCAR Leasing.

C. Proof of Insurance; Failure to Insure. Each such insurance policy shall provide that coverage shall not be cancelled or materially changed unless the carrier shall give written notice to both PACCAR Leasing and Franchisee at least thirty (30) days prior to such cancellation or material change. Franchisee shall deliver certificates of insurance coverage to PACCAR Leasing. In the event Franchisee shall fail to maintain such coverage, PACCAR Leasing shall have the right, but not the obligation, to obtain the coverage and add any premium expenses to lease payments to PACCAR Leasing.

D. Vehicle Operation. Franchisee agrees that no Vehicle will be used or operated in violation of any law, rule, regulation, statute, or ordinance by any public, governmental or regulatory body having jurisdiction over the Vehicle or Franchisee. Franchisee shall indemnify and hold PACCAR Leasing harmless from and against any and all fines, forfeitures, seizures, confiscations, penalties, or damages and attorneys' fees related thereto arising out of the use and operation of any Vehicle in violation of any such law, rule, regulation, statute or ordinance. No Vehicle shall be used contrary to any applicable insurance coverage required hereunder.

E. Accident Reporting. Franchisee agrees to notify PACCAR Leasing immediately upon the happening of any accident or collision involving a Vehicle by the speediest means of communication available and to cause the driver to make a detailed report in person at the Franchisee's office as soon as practicable and to promptly render all other assistance to PACCAR Leasing and/or the insurer hereunder that is requested by either of them in investigating or defending all claims or suits.

F. Cargo Losses. Franchisee agrees to release and hold PACCAR Leasing harmless from any liability for loss or damage to any cargo or other property in or carried by any Vehicle, including consequential damages, and for any loss or damage to any other property of Franchisee, its agents or employees, left in or on a Vehicle at any time or place.

G. Indemnity. In addition to any other obligations to indemnify set forth in this Agreement, Franchisee agrees to indemnify and hold PACCAR Leasing harmless from and against any and all claims, causes of action, damages, demands, liabilities and expenses of any kind (including without limitation attorneys' fees, fines and penalties) relating to or arising out of the possession, maintenance, use, operation, subleasing, control or storage of any Vehicles covered by this Agreement. The indemnity provisions of this Section 8 shall survive expiration or termination of this Agreement. Nothing contained in this Section 8 shall be construed to limit this indemnity.

9. Loss or Destruction

In the event any Vehicle is lost, stolen, destroyed or damaged beyond repair, Franchisee shall not be relieved or released from any of its obligations and liabilities under this Agreement until such time as any amounts actually received by PACCAR Leasing from insurance, or otherwise on franchisee's behalf for such loss or damage, have been applied to eliminate or satisfy in their entirety Franchisee's obligations under this Agreement. Franchisee shall be liable to PACCAR Leasing for any amount by which net proceeds of insurance (or other payment for such loss or damage) are less than the Early Termination Value set forth in Schedule A. If a Vehicle is lost or stolen and remains so for thirty (30) days after PACCAR Leasing has been so notified, Franchisee shall then be obligated to pay PACCAR Leasing the Early Termination Value as set forth in Schedule A. The lease as to that Vehicle will then terminate provided all charges for the Vehicle have been paid to that date, including without limitation all amounts due under this paragraph.

10. Sublease (Re-Lease)

Upon written credit approval by PACCAR Leasing, Franchisee shall have the right to sublease Vehicles on terms and to sublessees acceptable to PACCAR Leasing. Franchisee shall furnish PACCAR Leasing with such information as may be reasonably requested by PACCAR Leasing to evaluate the creditworthiness of each sublessee. Franchisee shall grant PACCAR Leasing, in a form acceptable to PACCAR Leasing, a security interest in, and collateral assignment of, all such subleases and rentals and other payments from sublessees to Franchisee to secure all amounts now or hereafter owing from Franchisee to PACCAR Leasing. Each sublease or Schedule A thereto also shall acknowledge that PACCAR Leasing at all times during the term of the sublease has, and shall retain, title and ownership of each Vehicle, and that the Franchisee does not have any proprietary rights or interest therein. The sublease shall further provide that PACCAR Leasing is entitled to receive all rental and other payments directly from sublessee upon providing proper notice to sublessee.

11. Ownership

Although Vehicles may in some states be covered by certificates of title issued in the name of Franchisee, Franchisee agrees and acknowledges that at all times during the term hereof title and ownership of each Vehicle (and all accessions thereto unless otherwise agreed under Section 6) shall remain in PACCAR Leasing and that the Franchisee has not and does not by these presents acquire any proprietary rights or interest therein. In the event certificates of title for any Vehicles are issued in the name of Franchisee, Franchisee hereby makes constitutes and appoints PACCAR Leasing the true and lawful attorney of Franchisee to execute certificates of title, or other title documents or instruments or to take other acts necessary to have certificates of title for any such Vehicles issued in the name of PACCAR Leasing. This power of attorney and authority herein granted shall be effective from the date of this Agreement until the parties mutually agree otherwise.

12. Early Termination

A. Required Notice. Either party (if that party is not in default of any provisions hereunder) may terminate this Agreement as to all or any of the Vehicles leased hereunder by giving the other party sixty (60) days prior written notice.

B. Termination by Franchisee. In the event this Agreement is terminated by Franchisee prior to the full term as to any Vehicles listed in Schedule A, PACCAR Leasing at its option may dispose of such Vehicles at such price as may be obtainable, and Franchisee shall be liable to PACCAR Leasing for any amount by which the net sales proceeds of disposition are less than the Early Termination Value as set forth in Schedule A. PACCAR Leasing and Franchisee may mutually agree on the sale of Vehicles to the Franchisee at the Early Termination Value as set forth in Schedule A. However, PACCAR Leasing shall be under no obligation to sell any Vehicle to Franchisee. In no event shall the purchase price be less than twenty percent (20%) of the Schedule A initial value of such Vehicles. In addition to the Early Termination Value set forth in the Schedule A, Franchisee will pay personal property and federal highway taxes, and other prepaid expenses previously paid by PACCAR Leasing for each Vehicle, prorated to the date of sale. Rather than selling such Vehicles to Franchisee or a

third party, PACCAR Leasing may at its option lease such Vehicles to a third party and Franchisee shall be liable to PACCAR

Leasing for any reduction of rental income under the new leases.

C. Termination by PACCAR Leasing. In the event this Agreement is terminated by PACCAR Leasing prior to the full term as to any Vehicles listed in Schedule A (and Franchisee is not in default under this Agreement), Franchisee shall have the option to purchase any Vehicles for cash at the Early Termination Value as set forth in Schedule A.

13. Default

If Franchisee fails to pay promptly any rental payment or other amounts owing when due or fails to furnish and pay the premiums for insurance provided in paragraph 8, or if any proceeding or case is instituted by or against Franchisee under any provisions of the U.S. Bankruptcy Code or any state insolvency law or for the appointment of a receiver, or if Franchisee makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the Uniform Commercial Code, or if Franchisee breaches any provision of this Agreement, or if in any proceeding in which Franchisee is involved any execution, writ, or process is obtained whereby any Vehicles may be taken or confiscated, then Franchisee shall be in default under this Agreement. In the event of any such default, PACCAR Leasing shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently, or separately, any one or all of the following remedies, and Franchisee shall be liable for all costs and expenses incurred by PACCAR Leasing in pursuing such remedies, including reasonable attorneys' fees:

A. Termination of the Agreement. Without notice to Franchisee, PACCAR Leasing, at its option, may terminate this Agreement as to any Vehicles, and all rental payments or other amounts owing shall become immediately due and payable;

B. Vehicle Repossession. PACCAR Leasing or its representative may enter the premises where any Vehicle is located, take possession of and remove it with or without legal process or notice to Franchisee;

C. Disposition of Vehicles after Default. Without relieving Franchisee from any of its obligations hereunder or waiving any of PACCAR Leasing's rights, PACCAR Leasing may at its option hold, lease or sell any Vehicles at such time, place and in such manner and at such price and on such other terms as PACCAR Leasing may deem appropriate. PACCAR Leasing shall have the option of requiring the Franchisee to purchase any Vehicles (but only in the event of default by Franchisee) for cash at the Early Termination Value as set forth in Schedule A. In no event shall the purchase price to Franchisee be less than twenty percent (20%) of the Schedule A initial value of each Vehicle. In addition to the Schedule A value, Franchisee will pay personal property, federal highway taxes, sales, use or transfer taxes or fees and other prepaid expenses previously paid by PACCAR Leasing for any Vehicle, prorated to the date of sale. In the event any such Vehicles are not purchased by Franchisee, and any such Vehicles are sold to a third party, Franchisee shall be liable to PACCAR Leasing for any

amount by which the net sale proceeds of such disposition are less than the Early Termination Value as set forth in Schedule A. If any such Vehicles are leased to a third party, Franchisee shall be liable to PACCAR Leasing for any reduction of rental income under the new leases.

14. Force Majeure

PACCAR Leasing shall not be liable for any damages to Franchisee for failure or delay of PACCAR Leasing to perform any of the terms hereof when such failure or delay is caused by events which are beyond the reasonable control or without the fault of PACCAR Leasing.

15. Transfer or Assignment by Franchisee

Franchisee shall promptly notify PACCAR Leasing in writing prior to any or all substantial changes in ownership or any material disposition of the assets of Franchisee's business. Without the prior written consent of PACCAR Leasing, Franchisee shall not transfer, assign, pledge, or grant a security interest in, this Lease, any subleases of Vehicles, or any interest therein or any proceeds thereof.

16. Assignment by PACCAR Leasing

PACCAR Leasing may assign this Lease, its rights hereunder and all or any part of the rentals, charges and all other claims or rights to money or credits due or to become due hereunder at any time, and, upon notice from assignee directing payment to such assignee, Franchisee shall make all payments coming due thereafter to the assignee without offset, counterclaim or defense of any kind. In no event shall the assignee become liable or responsible to perform any of the obligations imposed upon PACCAR Leasing by this Lease. In the event of default by PACCAR Leasing of any provisions of this Lease, Franchisee will remain responsible to assignee to perform Franchisee's obligations as follows: Franchisee may elect to purchase promptly for cash all Vehicles then being leased under this Lease at the Early Termination Value set forth in Schedule A, or Franchisee may elect to assume all obligations that PACCAR Leasing has with assignee with respect to all Vehicles.

17. Financial Reporting

Franchisee warrants that it has no undisclosed or contingent liabilities that are not reflected in a financial statement on file with PACCAR Leasing at the execution of this Agreement. During the continuation of this Agreement, Franchisee will (i) forward to PACCAR Leasing not later than the twenty-fifth (20th) day of each month, financial data and accounting information on designated forms for the previous month's operations, (ii) forward to PACCAR Leasing its audited annual financial statements not later than one hundred twenty (120) days following the close of its fiscal year, and (iii) allow PACCAR Leasing or PACCAR Leasing's auditors, accountants or other agents, to make a reasonable audit or examination of any of the books and records of Franchisee, all of which will be made available upon request. Such accountants or other representatives of PACCAR Leasing will be permitted to make any verification of the accuracy of the records that PACCAR Leasing deems necessary or proper.

18. Savings Clause

If any provision of this Agreement is invalid under applicable laws of any jurisdiction, such provision shall be deemed not to be a part of this Agreement in such jurisdiction, but shall not invalidate any other provision hereof.

19. Notices

All notices provided for herein shall be in writing and mailed or otherwise delivered to PACCAR Leasing or Franchisee, as the case may be, at its address as set forth herein or such other address designated in writing by the party to be notified.

20. Entire Agreement; Binding Effect

This Lease contains the entire agreement and understanding between the parties, and its terms shall not be construed as altered by any verbal agreement or informal writing, nor by failure to insist upon performance or failure to exercise any right or privilege, but alteration or addition shall be accomplished only by written endorsement hereon or amendment hereto, or additional Schedule A's made a part hereof, duly executed by both parties. This Lease shall be binding on the parties hereto, their successors, legal representatives and assigns.

IN WITNESS WHEREOF, each of the parties hereto has caused their presents to be duly executed as of the day and year first above written by a person duly authorized. Electronic signatures will be treated as originals.

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By: _____

By: _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____



DISCLOSURE DOCUMENT – EXHIBIT D

**VEHICLE PERMITTING AND LICENSING
SERVICE AGREEMENT
US**

This Agreement is made as of the _____ day of _____, _____, between PACCAR Leasing Company, a division of PACCAR Financial Corp. (hereinafter "PACCAR Leasing") and (hereinafter "Franchisee") whose address is _____.

1. SERVICES COVERED

PACCAR Leasing agrees to provide and Franchisee agrees to obtain state fuel and/or provincial tax reporting, vehicle licensing and permitting services pursuant to the terms and conditions of this Agreement.

2. TERM

The term of this Agreement shall be the earlier of three (3) years commencing on the date set out above, or the date of termination, expiration or cancellation of the Franchise Agreement between PACCAR Leasing and Franchisee. This Agreement shall be automatically renewed for successive terms of three (3) years unless terminated earlier in accordance with Paragraph 3.B. or Paragraph 8.

3. CHARGES

A. Franchisee agrees to pay PACCAR Leasing an initial set-up fee of \$10 per vehicle covered by this Agreement, which shall be due on the first day of the month following the date the vehicle is placed in service, and a monthly fee of (\$_____) for each vehicle covered by this Agreement. The first monthly payment for each vehicle covered shall be due on the first of the month following the date the vehicle is first placed in service. Remaining payments shall become due on the first day of each successive month thereafter. In addition, Franchisee agrees to pay PACCAR Leasing a fee of (\$_____), plus applicable state fees, for each temporary permit obtained by PACCAR Leasing on behalf of the Franchisee.

B. Upon thirty (30) days' prior written notice, PACCAR Leasing may change the fees set forth in this Agreement. Franchisee shall be deemed to have accepted any such price increase unless Franchisee provides PACCAR Leasing thirty (30) days prior written notice of termination of this Agreement no later than ten (10) days after Franchisee receives notification from PACCAR Leasing of a price increase.

4. PACCAR LEASING AGREES:

A. To prepare and file on behalf of Franchisee apportioned interstate license applications.

B. To prepare and file on behalf of Franchisee and Franchisee's lessees where applicable interstate reciprocity permit applications.

C. To prepare and file on behalf of Franchisee and Franchisee's lessees where applicable fuel and mileage tax permit applications.

D. To prepare and file on behalf of Franchisee other forms of state permit applications required for private carrier fleets or leased vehicles.

E. To prepare and file on behalf of Franchisee and Franchisee's lessees where applicable required monthly, quarterly, and annual fuel and mileage tax reports.

F. To prepare and file on behalf of Franchisee and Franchisee's lessees where applicable annual mileage reports required for apportioned licensing.

G. To prepare and file on behalf of Franchisee and Franchisee's lessees where applicable fuel tax refund applications where allowed.

H. To prepare and provide on behalf of Franchisee fleet and customer tax liability reports and other management reports as agreed by PACCAR Leasing and Franchisee.

I. To assist Franchisee in record preparation for state and provincial audits.

J. To advise Franchisee on obtaining temporary state and provincial license and fuel tax permits and to obtain clearance on Franchisee's behalf when available.

Notwithstanding the foregoing, PACCAR Leasing reserves the right to return the completed state applications and fuel and mileage tax reports to the Franchisee for filing directly by the Franchisee, where credit conditions so warrant.

5. FRANCHISEE AGREES:

A. To provide to PACCAR Leasing all information necessary in a timely and accurate form for PACCAR Leasing to perform the services specified above.

B. To provide the information requested by PACCAR Leasing on forms that PACCAR Leasing may from time to time require

C. To pay all invoices for services, fees, and taxes promptly as required by standard PACCAR Leasing credit policies.

D. To reimburse PACCAR Leasing for all taxes and fees paid by PACCAR Leasing on behalf of the Franchisee.

E. To provide information to PACCAR Leasing on the forms as required by the various governmental agencies.

6. IT IS MUTUALLY AGREED:

A. PACCAR Leasing shall be liable only for damages directly related to the services performed under this Agreement, such as any tax penalties or fines, and which are the direct result of PACCAR Leasing's negligence. PACCAR Leasing shall not be liable for any incidental or consequential damages, including but not limited to any damages directly or indirectly associated with lost revenue or costs due to vehicle delays.

B. Franchisee shall remain liable for any taxes, fees and interest due regardless of any delays or errors in reporting or permitting.

C. No action, regardless of form, arising out of the services under this Agreement may be brought by either party more than one year after the cause of action has occurred, except that an action for nonpayment of taxes, permit, or license fees may be brought within the statutory period for limitations of actions.

7. WARRANTY:

PACCAR Leasing makes no representations, warranties, or guaranties, express or implied, other than those contained in this Agreement.

8. TERMINATION:

A. If either party shall refuse, neglect or fail to perform, observe and keep any of the terms or conditions of this Agreement and such refusal, neglect or failure shall continue for a period of five (5) days after written notice of the defaulting party, the other party shall have the right, in addition to any other right or remedies it may have, to terminate this Agreement immediately upon written notice.

B. If PACCAR Leasing shall for any reason deem it necessary to cancel, terminate or fail to renew Franchisee's franchise agreement, PACCAR Leasing may at the same time terminate this Agreement immediately upon written notice to Franchisee. In any subsequent renewal periods after the first three (3) year term, either party may terminate the Agreement without cause upon 90 days' written notice.

9. FORCE MAJEURE:

PACCAR Leasing shall not be liable for any damages to Franchisee for failure or delay of PACCAR Leasing to perform any of the terms hereof when such failure or delay is caused by events which are beyond the reasonable control of, or without the fault of PACCAR Leasing.

10. ASSIGNMENT:

Neither PACCAR Leasing nor Franchisee shall assign this Agreement or any right or obligation hereunder without the prior written consent to the other party, which consent shall not be unreasonably withheld.

11. SAVINGS CLAUSE:

If any provision of this Agreement is invalid under the laws of any state where used, such provision shall be deemed not to be a part of this Agreement in such state, but shall not invalidate any other provision hereof.

12. NOTICES:

A. All notices provided for herein shall be in writing and mailed to PACCAR Leasing and Franchisee at their respective addresses as set forth herein or such other addresses designated in writing by either party.

B. This Agreement contains the entire Agreement and understanding between parties and its term shall not be construed as altered by any verbal agreement or informal writing, nor by failure to insist upon performance or failure to exercise any right or privilege, but alteration or addition shall be accomplished only by written endorsement hereon or amendment hereto, duly executed by both parties.

IN WITNESS WHEREOF, each of the parties hereto has caused their presence to be duly executed the day and year first above written by a person duly authorized. Electronic signatures will be treated as originals.

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By: _____

By: _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____



DISCLOSURE DOCUMENT – EXHIBIT E

**SECURITY AGREEMENT AND
COLLATERAL ASSIGNMENT OF LEASES
US**

THIS SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES ("Agreement") dated as of the _____ day of _____, _____ by and between _____, a _____ ("Debtor") and PACCAR Leasing Company, a division of PACCAR Financial Corp., a Washington corporation ("Secured Party").

DEBTOR AND SECURED PARTY HEREBY AGREE AS FOLLOWS:

1. Assignment and Grant of Security Interest. Debtor hereby assigns and grants to Secured Party a security interest in the following described property and any and all proceeds and products thereof and accessions thereto (collectively the "Collateral"):

All leases (the "Lease") now existing or hereafter entered into between Debtor as lessor and customers of Debtor as lessee relative to vehicles, which vehicles are now or hereafter held by Debtor as lessee of Secured Party under that certain Lease for Re-Lease Agreement dated the day of _____, _____, or any extensions, renewals, amendments, or modifications thereof or substitutions therefor or any other leases or similar agreements between Debtor and Secured Party (the "Lease for Re-Lease"), and all proceeds thereof in whatever form, including without limitation, accounts receivable, contract rights, general intangibles, rents, cash, cash equivalents, insurance proceeds, documents or instruments.

This assignment and grant of security interest are for collateral and security purposes only. Secured Party does not undertake and shall not be liable for the performance of any obligations or duties of Debtor as lessor under the Leases or assume any other liabilities of Debtor arising thereunder by reason of this Agreement.

2. Secured Indebtedness. The indebtedness secured hereby shall include (a) all money now or hereafter due from Debtor to Secured Party under the Lease for Re-Lease Agreement; (b) all money now or hereafter due from Debtor to Secured Party under that certain Franchise Agreement between Debtor and Secured party dated the _____ day of _____, _____ (the "Franchise Agreement"); (c) all other present or future, direct or contingent liabilities and indebtedness of Debtor to Secured Party of any nature whatsoever, and any extensions or renewals thereof; and (d) all attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created hereby.

3. Representations, Warranties and Agreements of Debtor. Debtor represents, warrants and agrees as follows:

- (a) Debtor will promptly notify Secured Party, in writing, of any new place or places of business or of any change in the location of the collateral or any records pertaining thereto. This provision does not constitute Secured Party's consent to any new business location of Debtor.
- (b) Debtor is the owner of the Collateral free and clear of any liens and security interests, and Debtor will defend the Collateral against the claims and demands of all persons.
- (c) Debtor will pay to Secured Party all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, or when Secured Party deems itself insecure for any reason, and will promptly perform all terms of said indebtedness and this or any other security or lease agreement between Debtor and Secured Party, and will promptly discharge all said liabilities.
- (d) Debtor will pay all costs of filing and financing, continuation and termination statements with respect to the security interests created hereby, and Secured Party is authorized to do all things that it deems necessary to perfect and continue perfected the security interests created hereby and to protect the Collateral.
- (e) The address set forth after Debtor's signature on this Agreement is Debtor's only place of business and the location of all tangible Collateral and the place where the records concerning all intangible Collateral are kept and/or maintained.

4. Default. Debtor shall be in default upon failure to pay when due any amount secured hereby, or upon failure to observe or perform any of Debtor's other agreements herein contained, or contained in any instruments, document or agreement now or hereafter evidencing, securing or in any way related to any indebtedness secured hereby, or if any warranty or statement by Debtor herein or furnished in connection herewith is false or misleading, or if proceedings in which Debtor is alleged to be insolvent or unable to pay Debtor's debts as they mature are instituted by or against Debtor under any provisions of any bankruptcy law or any other law, or if Debtor makes an assignment for the benefit of creditors, or if Secured Party in good faith believes its prospect of payment and performance is impaired.

5. Remedies. Upon default, all sums secured hereby shall immediately become due and payable at Secured Party's option without notice to Debtor, and Secured Party may proceed to enforce payment of same and to exercise any and all rights and remedies provided by the Uniform Commercial Code () or other applicable law, as well as all other right and remedies possessed by Secured Party, all of which shall be cumulative. Without limiting the foregoing, Secured Party shall have the right to collect all rents and other amounts owing under the Leases upon written

notice to Debtor's lessees, and Debtor's lessees shall have no liability to Debtor for payments made to Secured Party pursuant to this provision.

If the Secured Party exercises its right to collect rents and other amounts owing under the leases as per Article 5 of the agreement, the Secured Party will not unreasonably withhold that portion of the amounts collected that is not due Secured Party by the Debtor. Amounts over and above that due Secured Party will be returned to Debtor without undue delay.

Secured Party may waive any default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one.

6. Secured Party's Option to Require Delivery of Leases. In the event Debtor receives a written request from Secured Party, Debtor shall immediately deliver all of the original Leases now in Debtor's possession to Secured Party and shall hereafter deliver all original Leases to Secured Party within seven (7) days of Debtor's receipt thereof. Debtor may retain copies of the Leases for its records, but shall mark each as a "copy."

7. Severability. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

8. Binding Effect. This Agreement shall inure to the benefit of Secured Party's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If Debtor is composed of more than one person, firm and/or entity, their obligations hereunder shall be joint and several.

9. Financial Reporting. Debtor has no undisclosed or contingent liabilities that are not reflected in a financial statement on file with Secured Party at the execution of the Agreement. During the continuation of this Agreement, Debtor will (i) forward to Secured Party, not later than the 20th day of each month, financial data and accounting information on designated form for the previous month's operations (ii) forward to Secured Party its audited annual financial statements not later than 120 days following the close of its fiscal year, and (iii) allow Secured Party, or Secured Party's auditors, accountants or other agents, to make a reasonable audit or examination of any of the books and records of Debtor, or the Collateral, all of which will be made available upon request. Such accountants or other representatives of Secured Party will be permitted to make any verification of the existence of the Collateral or accuracy of the records that Secured Party deems necessary or proper.

10. U.C.C. Termination Statement. Debtor agrees that, notwithstanding the payment in full of all indebtedness secured hereby and whether or not there is any outstanding obligation of Secured Party to make future advances, Secured Party shall not be required to send Debtor a termination statement with respect to any UCC-1 financing statement filed to perfect Secured Party's security interest(s) in any of the Collateral, unless and until Debtor shall have made written

demand therefor. Upon receipt of proper written demand, Secured Party may at its option, in lieu of sending a termination statement to Debtor, cause said termination statement to be filed with the appropriate filing officer(s). If Secured Party fails to send or cause to be filed such a termination statement within ten (10) days of its receipt of proper demand therefor, Secured Party shall be liable to Debtor for \$10 for each day that elapses between the receipt of said written demand and the sending of said termination statement for the filing thereof by Secured Party), and no more.

11. Protection of Collateral. Except as may be of public record as of the date hereof, Debtor will not permit any liens or security interests other than those created by this Agreement to attach to any of the Collateral, nor permit any of the Collateral to be levied upon under any legal process, nor permit anything to be done that may impair the security intended to be afforded by this Agreement, nor permit any tangible Collateral to be become attached to or commingled with other goods without the prior written consent of Secured Party. Furthermore, Debtor will not sell, exchange, lien or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

12. Additional Agreements With Respect to Collateral. Debtor additionally warrants and agrees as follows:

- (a) Secured Party's security interest hereunder shall attach to all proceeds of all sales or other dispositions of the Collateral in whatever form, including without limitation, accounts receivables, contracts, general intangibles, rents, cash, cash equivalents, or insurance proceeds. If at any time any such proceeds shall be represented by any instruments, chattel paper or documents of title, then such instruments, chattel paper or documents of title shall be promptly delivered to Secured Party and subject to the security interest granted hereby. If at any time any of Debtor's inventory is represented by any document of title, such document of title will be delivered promptly to Secured Party and subject to the security interest granted hereby.
- (b) By the execution of this Agreement, Secured Party shall not be obligated to do or perform any of the acts or things provided in any contracts covered hereby that are to be done or performed by Debtor, but if there is a default by Debtor in the payment of any amount due in respect to any indebtedness secured hereby, then Secured Party may, at its election, perform some or all of the obligations provided in said contracts to be performed by Debtor, and if Secured Party incurs any liability or expenses by reason thereof, the same shall be payable by Debtor upon demand and shall also be secured by this Agreement.
- (c) Debtor shall on request from Secured Party submit to Secured Party duplicate copies of all invoices on outstanding amounts subject to Secured Party's security interest. Upon default by Debtor hereunder, Secured Party shall have the right to notify the lessees or account debtors obligated on any or all of the Leases or items representing

proceeds thereof to make payment thereof directly to Secured Party, and to take control of all proceeds of any such Leases. Until default and such time as Secured Party elects to exercise such right, Debtor is authorized, as agent of the Secured Party, to collect and enforce said Leases.

13. Execution of U.C.C. Forms. In connection with the granting of a security interest hereunder, Debtor hereby authorizes PACCAR Leasing Company or any of its officers or employees to sign and execute on behalf of Debtor any and all UCC financing statements and any necessary amendments thereto for the purpose of perfecting Secured Party's security interest in the Collateral. Debtor as Lessee under the Lease for Re-Lease Agreement referenced in paragraph 1, herein, also authorizes Secured Party as Lessor to sign and execute on its behalf any and all necessary documents, including UCC forms, necessary to provide public notice of this lease transaction, which the parties intend to be a true lease.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the date first above written. Electronic signatures will be treated as originals.

SECURED PARTY:

DEBTOR:

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By: _____

By: _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____



DISCLOSURE DOCUMENT – EXHIBIT F

PERSONAL GUARANTEE

("Franchisee") indicated below expects to obtain credit and services from PACCAR Financial Corp., acting through its division PACCAR Leasing Company (hereinafter, "PACCAR Leasing"). The undersigned guarantor(s) is an owner of Franchisee and will derive benefit from PACCAR Leasing transacting business with Franchisee.

To induce PACCAR Leasing to transact business with Franchisee from time-to-time, and in consideration thereof, the undersigned guarantor(s) (each, a "Guarantor") hereby jointly, severally and unconditionally guarantee to PACCAR Leasing payment when due of all indebtedness of Franchisee to PACCAR Leasing, whether now existing or hereafter incurred. (The indebtedness of Franchisee to PACCAR Leasing includes all indebtedness to PACCAR Leasing incurred by any subsidiary owned or controlled by Franchisee or by the principal owners of Franchisee.)

Notwithstanding anything to the contrary herein, Guarantor shall only be liable for an amount which is the lesser of payments due PACCAR Leasing or \$500,000.00; PROVIDED THAT, the amount guaranteed shall be increased without limit by the total of any payments due or to become due on equipment leased under the PACCAR Leasing "Lease for Re-Lease" program, or otherwise financed by PACCAR Leasing, where PACCAR Leasing subsequently discovers facts of the transaction were not as represented by Franchisee.

Guarantor hereby assents to all terms of any Franchisee indebtedness incurred to PACCAR Leasing, and hereby waives notice of acceptance of this Guarantee, demand and protest of nonpayment respecting any Franchisee indebtedness and any and all notices which may be required to be given by any statute or rule of law. The obligations of Guarantor shall not be affected by the validity, legality or enforceability of any Franchisee obligation, and shall not be affected by any PACCAR Leasing action or omission, or by any other circumstances, which may vary, or constitute a lawful discharge of the risks of Guarantor. It is Guarantor's intent that its obligations hereunder shall be absolute and unconditional under all circumstances, and shall not be discharged except upon full performance of this Guarantee. This Guarantee shall not be discharged or affected by the death of any Guarantor and shall bind each Guarantor's respective estate, heirs, administrators, representatives, successors and assigns. Any married Guarantor executing this Guarantee intends to obligate any marital community estate.

Until prior payment in full of all Franchisee indebtedness to PACCAR Leasing, Guarantor hereby subordinates its claims, present and future, against Franchisee and waives all subrogation to any collateral for Franchisee's indebtedness.

All rights and remedies of PACCAR Leasing against Guarantor are cumulative and may be repeatedly exercised. Regarding each claim against Guarantor referred to any attorney for collection, Guarantor agrees to pay all costs and expenses of PACCAR Leasing, including reasonable attorney's fees.

This Guarantee is a continuing Guarantee and shall remain effective and bind each Guarantor until such Guarantor gives notice to PACCAR Leasing to advance no further credit on the security of its Guarantee, but such notice shall not affect the liability of such Guarantor respecting any Franchisee indebtedness incurred before receipt by PACCAR Leasing of such notice or terminate or modify the liability of any other Guarantor executing this Guarantee.

Guarantor warrants to PACCAR Leasing that it has full power, authority and legal right to execute and perform this Guarantee, has taken all necessary action therefor, and that execution and performance hereof do not contravene any legal or contractual restrictions affecting any Guarantor.

This Guarantee shall be deemed made under and shall be governed by the laws of the State of Washington. Electronic signatures will be treated as originals.

EXECUTED THIS DAY OF , .

FRANCHISEE:

GUARANTOR (S):

Franchisee Legal Name

Printed Name

Signature



DISCLOSURE DOCUMENT – EXHIBIT G
ADDENDUM TO FRANCHISE AGREEMENT – Right of First Refusal

This Addendum is made a part of, and incorporated into, the Franchise Agreement between PACCAR Leasing Company, a division of PACCAR Financial Corp. (hereinafter "PACCAR Leasing") and _____, a _____ (hereinafter "Franchisee"), dated this _____ day of _____, _____ and all future renewals or replacements therefore.

WHEREAS, Franchisee desires in the event it decides to sell its business, or any branch thereof, to have PACCAR Leasing provide assistance to Franchisee in identifying potential buyers; and

WHEREAS, PACCAR Leasing desires to have an option to purchase and a right of first refusal in the event Franchisee decides to sell its business or any branch thereof;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereinafter set forth, it is agreed as follows:

1. Franchisee shall give PACCAR Leasing notice in writing before undertaking any efforts to sell the franchise. The notice will contain a description of the assets to be sold, the proposed selling price, and other terms relevant to the sale. Upon request, PACCAR Leasing agrees to provide assistance to Franchisee in locating buyer candidates acceptable to both Franchisee and PACCAR Leasing, although Franchisee shall independently negotiate any buy/sell agreement. In the alternative and at its sole option, PACCAR Leasing may elect to purchase the franchise assets by advising Franchisee in writing within 30 days after receiving Franchisee's notice of intention to sell. PACCAR Leasing shall have the right to purchase the principal assets of Franchisee used in day-to-day operations, including the purchase or lease of real estate at a price and/or terms acceptable to both parties. If franchise premises are leased by Franchisee from an affiliated company or the Franchisee's principal owner(s), the right to purchase shall include the right to lease the premises, if desired, for a period of not less than 12 months at a market value lease rate term rather than purchase. Franchisee will not solicit purchase offers from any other party for a period of 60 days after notice of PACCAR Leasing's intention to purchase, unless PACCAR Leasing withdraws its offer.

2. In the event Franchisee offers to sell to another party at a lower price than originally offered to PACCAR Leasing, PACCAR Leasing shall have the option to purchase the franchise assets at the lower price. PACCAR Leasing shall give Franchisee notice of its election to purchase as provided in Paragraph 1 above, and all other provisions of this section shall apply except that the purchase price shall be as set out in the buy/sell agreement. Upon request, Franchisee will deliver to PACCAR Leasing all documents, agreements, and understandings between the parties to the buy/sell agreement. Should the Franchisee refuse to deliver such documents, it shall be presumed that the buy/sell agreement is not bona fide.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Electronic signatures will be treated as originals.

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By: _____

By: _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____



DISCLOSURE DOCUMENT – EXHIBIT H
AGREEMENT FOR ELECTRONIC SUBMISSION OF DEALER TRUCK
PURCHASE ORDERS
US

This Agreement is made as of this _____ day of _____, _____, by and between PACCAR Leasing Company, a division of PACCAR Financial Corp. (hereinafter “PACCAR Leasing”) and _____ (hereinafter “Franchisee”).

Franchisee has requested to participate in Electronic Truck Ordering by submitting electronic files for paperless Dealer Truck Purchase Orders (hereinafter referred to as “Electronic Truck Purchase Order” or “ETPO”). The electronic files shall be submitted via electronic mail, or on a computer diskette, compact disk or other suitable media.

THEREFORE, the parties agree as follows:

1. All orders initiated pursuant to an ETPO shall be governed by PACCAR Leasing’s Terms and Conditions for Truck Orders Under the PACCAR Leasing Purchase Direct Program (Exhibit “A”) attached hereto and incorporated herein by reference. As a condition to entering into this Agreement, Franchisee will provide PACCAR Leasing with a duly executed copy of the Terms and Conditions for Truck Orders Under the PACCAR Leasing Purchase Direct Program.
2. Franchisee will initiate a file transfer of the ETPO to PACCAR Leasing via electronic mail, computer diskette, compact disk or other suitable media.
3. Franchisee will provide ETPO information upon the medium and in the format specified by PACCAR Leasing.
4. PACCAR Leasing will handle the processing of ETPO’s in the same manner as Dealer Truck Purchase Orders submitted on paper.
5. PACCAR Leasing will retain the original transmitted ETPO file and any authorized change orders, as received by a PACCAR Leasing computer, on an electronic medium until the vehicle has been placed into service. The parties agree that the ETPO file retained by PACCAR Leasing, including any reproduction thereof by photographic, microfilm or other means made in the regular course of business, and any printouts thereof, shall be conclusive evidence of the order transaction.
6. If the Franchisee discovers that any ETPO it has initiated is in error, or an error in transmission has occurred, Franchisee will notify PACCAR Leasing of such error and PACCAR Leasing will utilize its best efforts on behalf of the Franchisee to correct errors, but PACCAR Leasing shall have no liability to the Franchisee if it is unsuccessful in correcting the entry.

7. If any ETPO's are rejected by PACCAR Leasing's computer and cannot be corrected by PACCAR Leasing, it will be the Franchisee's responsibility to re-initiate the ETPO. PACCAR Leasing will notify the Franchisee of any rejected ETPO's.
8. Franchisee will permit only authorized representatives of the Franchisee to transmit ETPO's and will take all reasonable precautions to prevent unauthorized transmission of the ETPO's. All orders transmitted from the Franchisee's location will be presumed to be authorized by Franchisee, and PACCAR Leasing will have no liability in connection with the transmission or processing of unauthorized orders.
9. Franchisee will indemnify and hold PACCAR Leasing harmless from any losses, claims, or damages incurred in connection with the transmission of ETPO's, including, but not limited to, errors in transmission, unauthorized transmission, non-transmission or delays in transmission, or rejection of ETPO's. In the event Franchisee incurs any losses due to mishandling of ETPO's PLC's liability will be limited to losses resulting solely from PACCAR Leasing's gross negligence or willful misconduct.
10. This Agreement may be terminated by either party upon a written notice to the other party. PACCAR Leasing shall not process any ETPO's initiated by Franchisee after the effective date of termination of the Franchise Agreement between PACCAR Leasing and Franchisee, but this Agreement shall remain in full force and effect with respect to any ETPO's initiated by Franchisee prior to the effective date of such termination.
11. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Electronic signatures will be treated as originals.

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By: _____

By: _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____



DISCLOSURE DOCUMENT – EXHIBIT H
TERMS AND CONDITIONS FOR TRUCK ORDERS UNDER THE
PACCAR LEASING COMPANY PURCHASE DIRECT PROGRAM
(KENWORTH)
US

This Agreement is made as of this _____ day of _____, _____ by and between PACCAR Leasing Company, a division of PACCAR Financial Corp. (hereinafter "PACCAR Leasing") and _____ (hereinafter "Franchisee"). The purpose of this Agreement is to set forth the Terms and Conditions on which PACCAR Leasing will accept truck orders from Franchisee from time to time, for trucks to be financed in accordance with the terms of the Lease for Re-Lease Agreement entered into between PACCAR Leasing and Franchisee.

The parties hereby agree that the following Terms and Conditions shall apply to all truck orders accepted by PACCAR Leasing.

All truck orders submitted by Franchisee to PACCAR Leasing, in connection with the PACCAR Leasing Purchase Direct Program, shall be deemed to contain the Terms and Conditions contained herein. All such truck orders, including these Terms and Conditions, are hereby made a part of, and incorporated into, the Lease for Re-Lease Agreement between PACCAR Leasing and Franchisee.

PACCAR Leasing reserves the right to modify the following Terms and Conditions upon thirty (30) days' notice to Franchisee. If Franchisee fails to object in writing to the modified Terms and Conditions within such thirty (30) day period, Franchisee will be deemed to have accepted the modified Terms and Conditions and they will be considered as in full force and effect.

Any additional or different terms shall be of no force and effect unless expressly agreed to in writing by a duly authorized representative of PACCAR Leasing.

TERMS AND CONDITIONS

GENERAL TERMS - This Truck Order is given and accepted subject to the condition that if Franchisee cancels a Truck Order, Franchisee will be obligated to reimburse PACCAR Leasing for any cancellation charges owed by PACCAR Leasing to Kenworth Truck Company and to purchase the trucks from PACCAR Leasing in accordance with the early termination provisions of the Lease for Re-Lease Agreement.

BREACH - If Franchisee breaches any obligation of this Agreement, or fails to pay any amounts due pursuant hereto, PACCAR Leasing may enforce any remedy available under this Agreement or applicable law. Franchisee agrees that the venue of any suit or action on this Agreement may be selected by PACCAR Leasing and Franchisee agrees to pay PACCAR Leasing's reasonable attorney's

fees incurred in any such suit or action. Venue of any action against PACCAR Leasing shall be the county in which this Truck Order is accepted by PACCAR Leasing.

SECURITY INTEREST - Nothing in this Agreement shall limit any ownership or security interest afforded PACCAR Leasing by law allowing recovery of goods delivered while Franchisee is insolvent, or by reason of the breach of any obligation to be performed by Franchisee.

ASSIGNMENT - Any assignment or transfer of Franchisee's rights under this Agreement, in whole or in part, made without PACCAR Leasing 's prior written consent shall be void.

MODIFICATION - This order contains the complete and final agreement between the Franchisee and PACCAR Leasing and no modification of the Terms and Conditions stated herein shall be binding unless made in writing and signed by an authorized representative of the party to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Electronic signatures will be treated as originals.

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By: _____

By: _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____



DISCLOSURE DOCUMENT – EXHIBIT H
TERMS AND CONDITIONS FOR TRUCK ORDERS UNDER THE
PACCAR LEASING COMPANY PURCHASE DIRECT PROGRAM
(PETERBILT)
US

This Agreement is made as of this _____ day of _____, _____ by and between PACCAR Leasing Company, a division of PACCAR Financial Corp. (hereinafter "PACCAR Leasing") and _____ (hereinafter "Franchisee"). The purpose of this Agreement is to set forth the Terms and Conditions on which PACCAR Leasing will accept truck orders from Franchisee from time to time, for trucks to be financed in accordance with the terms of the Lease for Re-Lease Agreement entered into between PACCAR Leasing and Franchisee.

The parties hereby agree that the following Terms and Conditions shall apply to all truck orders accepted by PACCAR Leasing.

All truck orders submitted by Franchisee to PACCAR Leasing, in connection with the PACCAR Leasing Purchase Direct Program, shall be deemed to contain the Terms and Conditions contained herein. All such truck orders, including these Terms and Conditions, are hereby made a part of, and incorporated into, the Lease for Re-Lease Agreement between PACCAR Leasing and Franchisee.

PACCAR Leasing reserves the right to modify the following Terms and Conditions upon thirty (30) days' notice to Franchisee. If Franchisee fails to object in writing to the modified Terms and Conditions within such thirty (30) day period, Franchisee will be deemed to have accepted the modified Terms and Conditions and they will be considered as in full force and effect.

Any additional or different terms shall be of no force and effect unless expressly agreed to in writing by a duly authorized representative of PACCAR Leasing.

TERMS AND CONDITIONS

GENERAL TERMS - This Truck Order is given and accepted subject to the condition that if Franchisee cancels a Truck Order, Franchisee will be obligated to reimburse PACCAR Leasing for any cancellation charges owed by PACCAR Leasing to Peterbilt Motors Company and to purchase the trucks from PACCAR Leasing in accordance with the early termination provisions of the Lease for Re-Lease Agreement.

BREACH - If Franchise breaches any obligation of this Agreement, or fails to pay any amounts due pursuant hereto, PACCAR Leasing may enforce any remedy available under this Agreement or applicable law. Franchisee agrees that the venue of any suit or action on this Agreement may be selected by PACCAR Leasing and Franchisee agrees to pay PACCAR Leasing's reasonable attorney's fees incurred in any such suit or action. Venue of any action against PACCAR Leasing shall be the county in which this Truck Order is accepted by PACCAR Leasing.

SECURITY INTEREST - Nothing in this Agreement shall limit any ownership or security interest afforded PACCAR Leasing by law allowing recovery of goods delivered while Franchisee is insolvent, or by reason of the breach of any obligation to be performed by Franchisee.

ASSIGNMENT - Any assignment or transfer of Franchisee's rights under this Agreement, in whole or in part, made without PACCAR Leasing 's prior written consent shall be void.

MODIFICATION - This order contains the complete and final agreement between the Franchisee and PACCAR Leasing and no modification of the Terms and Conditions stated herein shall be binding unless made in writing and signed by an authorized representative of the party to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Electronic signatures will be treated as originals.

PACCAR Leasing Company,
a division of PACCAR Financial Corp.

By: _____

By: _____

Print Name: Ken A. Roemer

Print Name: _____

Its: President

Its: _____

DISCLOSURE DOCUMENT - EXHIBIT I

LIST OF STATE ADMINISTRATORS

<p>CALIFORNIA Corporations Counsel Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013</p>	<p>IOWA Franchise Examiner Securities Bureau Lucas State Office Building 2nd Floor Des Moines, IA 50319</p>
<p>CONNECTICUT Connecticut Department of Banking Securities Division 260 Constitution Plaza Hartford, CT 06103</p>	<p>MARYLAND Office of the Attorney General Maryland Securities Division 200 St. Paul Place Baltimore, MD 21202</p>
<p>FLORIDA Department of Agriculture Consumer Services PO Box 6700 Tallahassee, FL 32314-6700</p>	<p>MICHIGAN Department of Attorney General Customer Protection Division Attn: Franchise PO Box 30215 Lansing, MI 48909</p>
<p>HAWAII Director of Commerce and Consumer Affairs Department of Commerce and Consumer Affairs PO Box 541 Honolulu, HI 96809</p>	<p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 (651) 539-1500</p>
<p>ILLINOIS Attorney General’s Office State of Illinois 500 South Second Street Springfield, IL 62706 217-782-1090</p>	<p>NEBRASKA Department of Banking and Finance 1230 ‘O’ Street, Suite 400 Lincoln, NE 68508-1402</p>
<p>INDIANA Indiana Securities Division 302 West Washington Street, Room E111 Indianapolis, IN 46204 317-232-6681</p>	<p>NEW YORK Department of Law Bureau of Investor Protection and Securities 2 World Trade Center New York, NY 10047</p>

<p>OREGON Administrator Department of Consumer & Business Services Division of Finance and Securities 350 Winter Street, Suite 410 Salem, OR 97310-0768</p>	<p>NORTH DAKOTA Securities Commissioner Department of Securities 600 E. Boulevard Avenue State Capital, 5th Floor Bismark, ND 58505-0510</p>
<p>RHODE ISLAND Department of Business Regulations Securities Division Chief Securities Examiner 233 Richmond Street, Suite 232 Providence, RI 02903</p>	<p>VIRGINIA State Corporation Commission Division of Securities and Retail Financing 1300 East Main Street, 9 Floor Richmond, VA 23219</p>
<p>SOUTH DAKOTA Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501-5070</p>	<p>WASHINGTON Director of Financial Institutions Securities Division General Administration Building 3rd Floor West, Room 300 210 11th Avenue SE (PO Box 9033) Olympia, WA 98504 (98507-9033)</p>
	<p>WISCONSIN Office of the Commissioner of Securities 101 East Wilson Street, 4th Floor Madison, WI 53702</p>

DISCLOSURE DOCUMENT - EXHIBIT J

AGENTS FOR SERVICE OF PROCESS

<p>ALABAMA: Corporation Service Company 641 South Lawrence Street Montgomery, AL 36104</p>	<p>ILLINOIS: Illinois Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703</p>
<p>ALASKA: Corporation Service Company 9360 Glacier Highway, Suite 202 Juneau, AK 99801</p>	<p>INDIANA: Corporation Service Company 135 North Pennsylvania Street, Suite 1610 Indianapolis, IN 46204</p>
<p>ARKANSAS: Corporation Service Company 300 Spring Building, Suite 900 300 S. Spring Street Little Rock, Arkansas 72201</p>	<p>IOWA: Corporation Service Company 505 5th Ave, Suite 729 Des Moines, IA 50309</p>
<p>ARIZONA: Corporation Service Company 8825 N. 23rd Avenue, Suite 100 Phoenix, AZ 85021</p>	<p>KANSAS: Corporation Service Company 2900 SW Wanamaker Drive, Suite 204 Topeka, KS 66614</p>
<p>CALIFORNIA: Corporation Service Company d/b/a In California As CSC-Lawyers Incorporating Service 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833-3505</p>	<p>KENTUCKY: Corporation Service Company 421 West Main Street Frankfort, KY 40601</p>
<p>COLORADO: Corporation Service Company 1900 W. Littleton Boulevard Littleton, CO 80120</p>	<p>LOUISIANA: Corporation Service Company 501 Louisiana Avenue Baton Rouge, LA 70802</p>
<p>CONNECTICUT: Corporation Service Company 100 Pearl Street, 17th Floor Hartford, CT 06103</p>	<p>Maine: Severin M. Beliveau, Clerk c/o Corporation Service Company 45 Memorial Circle Augusta, ME 04330</p>
<p>DELAWARE: Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808</p>	<p>MARYLAND: CSC-Lawyers Incorporating Service Company 7 St. Paul Street, Suite 820 Baltimore, MD 21202</p>
<p>FLORIDA: Corporation Service Company 1201 Hays Street Tallahassee, Florida 32301</p>	<p>MASSACHUSETTS: Corporation Service Company 84 State Street Boston, MA 02109</p>
<p>GEORGIA: Corporate Creations Network Inc. 2985 Gordy Parkway, 1st Floor Marietta, GA 30066</p>	<p>MICHIGAN: CSC-Lawyers Incorporating Service (Company) 601 Abbott Road East Lansing, MI 48823</p>
<p>HAWAII: Corporation Service Company 1003 Bishop Street, Suite 1600 Pauahi Tower Honolulu, HI 96813</p>	<p>MINNESOTA: Corporation Service Company 2345 Rice Street, Ste 230 Roseville, MN 55113</p>
<p>IDAHO: Corporation Service Company 12550 W. Explorer Drive, Suite 100 Boise, ID 83713</p>	<p>MISSISSIPPI: Corporation Service Company 7716 Old Canton Road, Suite C Madison, MS 39110</p>

MISSOURI: CSC-Lawyers Incorporating Service Company 221 Bolivar Street Jefferson City, MO 65101	PENNSYLVANIA: Corporation Service Company 2595 Interstate Drive, Suite 103 Harrisburg, PA 17110
MONTANA: Corporation Service Company 26 West Sixth Avenue, P.O. Box 1691 Helena, MT 59624-1691	RHODE ISLAND: Corporation Service Company 222 Jefferson Boulevard, suite 200 Warwick, RI 02888
NEBRASKA: CSC-Lawyers Incorporating Service Company 233 South 13 th Street Lincoln, NE 68508	SOUTH CAROLINA: Corporation Service Company 508 Meeting Street West Columbia, SC 29169
NEVADA: Corporation Service Company 112 North Curry Street Carson City, NV 89703	SOUTH DAKOTA: Corporation Service Company 503 South Pierre Street Pierre, SD 57501
NEW HAMPSHIRE: Corporation Service Company 10 Ferry Street, Suite 313 Concord, NH 03301	TENNESSEE: Corporation Service Company 2908 Poston Ave. Nashville, TN 37203
NEW JERSEY: Corporation Service Company Princeton South Corporate Ctr., Suite 160 100 Charles Ewing Blvd Ewing, NJ 08628	TEXAS: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company 211 E. 7 th Street, Suite 620 Austin, TX 78701-3218
NEW MEXICO: Corporation Service Company MC-CSC1, 726 E Michigan Dr., Suite 101 Hobbs, NM 88240	Utah: Corporation Service Company 15 West South Temple, Suite 600 Salt Lake City, UT 84101
NEW YORK: Corporation Service Company 80 State Street Albany, NY 12207-2543	VIRGINIA: Corporation Service Company 100 Shockoe Slip, 2 nd Floor Richmond, VA 23219
NORTH CAROLINA: The Prentice-Hall Corporation System, Inc. 2626 Glenwood Avenue, Suite 550 Raleigh, NC 27608	VERMONT: Corporation Service Company 100 North Main Street, Suite 2 Barre, VT 05641
NORTH DAKOTA: Corporation Service Company 1709 North 19 th Street, Suite 3 Bismarck, ND 58501-2121	WASHINGTON Corporation Service Company MC-CSC1, 300 Deschutes Way SW, Suite 208 Tumwater, WA 98501
OHIO: Corporation Service Company 50 West Broad Street, Suite 1330 Columbus, Ohio 43215	WEST VIRGINIA: Corporation Service Company 209 West Washington Street Charleston, WV 25302
OKLAHOMA: Corporation Service Company 10300 Greenbriar Place Oklahoma City, OK 73159-7653	WISCONSIN: Corporation Service Company 8040 Excelsior Drive, Suite 40 Madison, WI 53717
OREGON: Corporation Service Company 1127 Broadway Street NE, Suite 310 Salem, OR 97301	WYOMING: Corporation Service Company 1821 Logan Avenue Cheyenne, WY 82001



DISCLOSURE DOCUMENT – EXHIBIT L

RECEIPT OF ACKNOWLEDGEMENT

PacLease

Uniform Disclosure Document - Effective Date: February 2~~35~~, 202~~4~~

THE DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF PACLEASE OFFERS YOU A FRANCHISE, PACLEASE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE.

IF PACLEASE DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND [INSERT STATE AGENCY OF PROSPECTIVE FRANCHISEE’S STATE].

PacLease authorizes CSC Corporation to receive service of process for PacLease.

I have received a Disclosure Document of PacLease effective as of the date indicated above. This Disclosure Document included the following documents: Exhibit A–Franchise Agreement; Exhibit B–Standard Operating Procedures; Exhibit C–Lease for Re-Lease Agreement; Exhibit D–Vehicle Permitting and Licensing Service Agreement; Exhibit E–Security Agreement and Collateral Assignment of Leases; Exhibit F–Personal Guarantee; Exhibit G–Right of First Refusal Addendum to Franchise Agreement; Exhibit H–Agreement for Electronic Submission of Dealer Truck Purchase Orders; Exhibit I–List of State Administrators; Exhibit J–List of Agents for Service of Process; Exhibit K–Financial Statements and Exhibit L–Receipts.

I acknowledge that PacLease reserves the right to vary the terms or provisions within a contract or agreement designed to recognize individual differences in time, geography, market, volume, size or costs for goods, materials, and supplies incurred by PacLease. Any such variation to the terms or provisions within the contract or agreement shall not be considered as substantially varying so as to constitute a new franchise offering.

I acknowledge that the information contained in the Disclosure Document PacLease is confidential and proprietary. I agree that this information will be used only for purposes of evaluating the possible purchase of PacLease franchise, and will not be disclosed to any person other than my legal and financial advisors. Electronic signatures will be treated as originals.

Franchise: {Insert Franchise Legal Name}

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Dated: _____

Dated: _____