

KEMET PAYMENT AGREEMENT

This Payment Agreement (the "**Agreement**") is entered into and made effective as of the _____ day of _____, 20____ (the "**Commencement Date**") between **COREY J. CALHOUN dba KEMET**, a California Company having an office at 6273 Gamay Court, City of Alta Loma, County of San Bernardino, CA 91737, U.S.A (the "**Debtee**"), collectively ("**Kemet**") and _____ ("**Broker**") , with an address of _____ (the "**Debtor**")

WHEREAS, Debtor owes Debtee a certain debt; and

WHEREAS, Debtee and Debtor desire to enter into an agreement to memorialize this debt and an associated payment plan.

Now Therefore, in consideration of the mutual promises, covenants, and conditions contained herein, the Parties agree as follows:

1. **Debt Amount.** Debtor agrees he/she/it owes Debtee "Per Debtor's Rate Sheet or Set Amount" (the "**Debt**").
2. **Stipulations.** The Parties agree to the following Stipulations
 - a) **Rate sheet shall be provided**
 - b) **A load break down shall be provided at the end of each week**
 - c) **Detention time information and payment amount shall be provided**
3. **Payment Plan.** The Parties agree to the following Payment Plan.
 - a) **Paid per load or Mile**
 - b) **Weekly payment**
 - c) **Fuel Surcharge**

Debtor represents and warrants that he/she/it enters that this Payment Plan was developed in such a manner that he/she/it can make the required payments on time without causing any further debt or detriment.

In the event of non-payment on the contractual payment date or week. There will be a \$25.00 charge added for the first late-payment and will be applied to each calendar day thereafter. For subsequent late payments, a \$50.00 charge will be applied to each calendar day thereafter.

4. **Default.** If Debtor defaults on its payments and fails to cure said default within a reasonable amount of time, Debtee will have the option to declare the entire remaining amount of Principal and any accrued Interest immediately due and payable.
5. **Release and Indemnification.** By entering into this Payment Plan, Debtee agrees to release Debtor from any previous claims, actions and/or liabilities due to the Debt. The Parties agree this Agreement does not release Debtor of any obligations to pay the Debt.

6. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
7. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
8. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
9. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees and the like.
10. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.
11. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties reside/do business. In the event that the Parties reside/do business in different States and/or Countries, this Agreement shall be governed by California law.
12. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Kemet
 6273 Gamay Court
 Alta Loma, CA 91737

Signed: _____

By: Corey J. Calhoun

Date: _____

“DEBTOR”

Signed: _____

By: _____

Date: _____