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County of Fresno
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8 SUPERIOR COURT OF CALIFORNIA
9 IN AND FOR THE COUNTY OF FRESNO
10

11 **EDWARD TANG; ROBERT TANG;
and VIRGINIA TSAI,**

12
13 **Plaintiffs,**

14 **v.**

15 **TROY EQUIPMENT LEASING, LLC,
a California Limited Liability
16 Company; TERRENCE J. COX,
KATHLEEN MURPHY and DOES 1
17 THROUGH 100,**

18 **Defendants.**
19

CASE NO. 19CECG04509

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
(2) DECLARATORY RELIEF –
FORECLOSURE OF SECURITY
INTEREST;
(3) COMMON COUNT – MONEY LENT;
(4) FRAUD;
(5) BREACH OF FIDUCIARY DUTY; and
(6) BREACH OF GUARANTY
AGREEMENT

20 Plaintiffs EDWARD TANG, ROBERT TANG and VIRGINIA TSAI allege as follows:

- 21 1. At all times relevant herein, Plaintiff EDWARD TANG was and is an individual
22 residing in the County of Fresno, State of California.
23 2. At all times relevant herein, Plaintiff ROBERT TANG was and is an individual
24 residing in the County of Sacramento, State of California.
25 3. At all times relevant herein, Plaintiff VIRGINIA TSAI was and is an individual
26 residing in the County of Sacramento, State of California. Plaintiffs EDWARD TANG, ROBERT
27 TANG and VIRGINIA TSAI are collectively referred to herein as “Plaintiffs” and individually as a
28 “Plaintiff.”

1 4. At all times relevant herein, Defendant TROY EQUIPMENT LEASING, LLC
2 (“TROY”) was and is a California limited liability company doing business in the County of
3 Madera, State of California. Defendant TERRENCE J. COX formed TROY on June 6, 2011.
4 Plaintiffs are informed and believe and therein allege that TROY is in the business of “heavy
5 equipment rental,” including the leasing of mining equipment.

6 5. At all times relevant herein, Defendants TERRENCE J. COX (“COX”) and
7 KATHLEEN MURPHY (“MURPHY”) were and are individuals, residing in the County of Fresno,
8 State of California. Plaintiffs are informed and believe and thereon allege that, at all times relevant
9 herein, COX was and/or is a managing member of TROY EQUIPMENT LEASING, LLC. COX
10 and TROY EQUIPMENT LEASING, LLC are collectively referred to herein as “Defendants” and
11 individually as a “Defendant.”

12 6. The true names and capacities, whether individual, corporate, associate or
13 otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, are presently unknown to
14 Plaintiffs, who therefore sue these defendants by such fictitious names. Plaintiffs will seek leave to
15 amend this Complaint to allege the true names and capacities of DOES 1 through 100, inclusive,
16 when the same have been ascertained.

17 7. Plaintiffs are informed and believe and thereon allege that at all times relevant to
18 this action, the Defendants, including DOES 1 through 100, inclusive, were responsible in some
19 manner for the acts and omissions alleged in this Complaint, and that Plaintiffs’ damages, both
20 existing and prospective, are, were, and will be proximately caused by the acts and omissions of
21 the other Defendants, including DOES 1 through 100, inclusive.

22 8. Plaintiffs are informed and believe and thereon allege that Defendants, including
23 DOES 1 through 100, inclusive, are and were the agents, servants, employees, partners, joint
24 venturers, subsidiaries, parent corporations, and successors-in-interest of each of the remaining
25 Defendants, and were acting within the course, scope, and purpose of such agency, employments,
26 partnership, joint venture, or relationship.

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FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

9. In October 2013, Defendant COX solicited Plaintiff EDWARD TANG (“EDWARD”) to invest money in Defendant TROY. Defendant COX represented to EDWARD that, in return for each investment of \$50,000, EDWARD would receive: a) a secured Promissory Note in the amount of \$50,000 memorializing the investment; b) a UCC Financing Statement and Security Agreement collateralizing the Promissory Note; c) a one (1%) percent membership interest in Defendant TROY; d) an Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC for review and signature; and, e) stock ownership in a Canadian corporation known as Constellation Mines, Ltd (“Constellation Mines”). COX explained to EDWARD that TROY had purchased and would continue to purchase mining equipment; that TROY would lease the mining equipment to Constellation Mines; that TROY would receive rental income from the lease of its mining equipment; and, that Constellation Mines was mining gold at various sites located in Canada, wherein gold mining claims had been acquired.

10. Based on the representations of COX, EDWARD loaned \$50,000 to TROY. In return, EDWARD received from COX a secured Promissory Note dated October 21, 2013, a UCC Financing Statement and a Security Agreement, a copy of which is attached hereto, collectively marked Exhibit A and fully incorporated by reference herein. EDWARD understood and trusted that COX would take the necessary actions to file the UCC Financing Statement with the California Secretary of State. Prior to the loan of \$50,000, COX did not provide EDWARD with the Private Placement Offering Memorandum, even though COX had solicited and raised substantial funds from other investors in TROY. In addition, COX has never provided EDWARD with an Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC or a share certificate evidencing his stock ownership in Constellation Mines.

11. In October 2013, Defendant COX solicited Plaintiffs ROBERT TANG (“ROBERT”) and VIRGINIA TSAI (“VIRGINIA”) to invest money in Defendant TROY. Defendant COX represented to ROBERT and VIRGINIA that, in return for each investment of \$50,000, ROBERT and VIRGINIA would receive: a) a secured Promissory Note in the amount of \$50,000 memorializing the investment; b) a UCC Financing Statement and Security Agreement

1 collateralizing the Promissory Note; c) a one (1%) membership interest in Defendant TROY; d) an
2 Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC for review and
3 signature; and, e) stock ownership in a Canadian corporation known as Constellation Mines, Ltd.
4 COX explained to ROBERT and VIRGINIA that TROY had purchased and would continue to
5 purchase mining equipment; that TROY would lease the mining equipment to Constellation Mines;
6 that TROY would receive rental income from the lease of its mining equipment; and, that
7 Constellation Mines was mining gold at various sites located in Canada, wherein gold mining
8 claims had been acquired.

9 12. Based on the representations of COX, ROBERT and VIRGINIA loaned \$50,000 to
10 TROY. In return, ROBERT and VIRGINIA received from COX a secured Promissory Note dated
11 October 24, 2013, a UCC Financing Statement and a Security Agreement, a copy of which is
12 attached hereto, collectively marked Exhibit B and fully incorporated by reference herein.
13 ROBERT and VIRGINIA understood and trusted that COX would take the necessary actions to file
14 the UCC Financing Statement with the California Secretary of State. Prior to the loan of \$50,000,
15 COX did not provide ROBERT and VIRGINIA with the Private Placement Offering
16 Memorandum, even though COX had solicited and raised substantial funds from other investors in
17 TROY. In addition, COX has never provided ROBERT and VIRGINIA with an Amended
18 Operating Agreement for TROY EQUIPMENT LEASING, LLC or a share certificate evidencing
19 their stock ownership in Constellation Mines.

20 13. In March 2014, Defendant COX again solicited ROBERT and VIRGINIA to invest
21 additional money in Defendant TROY. Defendant COX represented to ROBERT and VIRGINIA
22 that, in return for an additional investment of \$50,000, ROBERT and VIRGINIA would receive:
23 a) a secured Promissory Note in the amount of \$50,000 memorializing the investment; b) a UCC
24 Financing Statement and Security Agreement collateralizing the Promissory Note; c) an additional
25 one (1%) membership interest in Defendant TROY; d) an Amended Operating Agreement for
26 TROY EQUIPMENT LEASING, LLC for review and signature; and, e) additional stock
27 ownership in a Canadian corporation known as Constellation Mines, Ltd. COX explained to
28 ROBERT and VIRGINIA that TROY had purchased and would continue to purchase mining

1 equipment; that TROY would lease the mining equipment to Constellation Mines; that TROY
2 would receive rental income from the lease of its mining equipment; and, that Constellation Mines
3 was mining gold at various sites located in Canada, wherein gold mining claims had been acquired.

4 14. Based on the representations of COX, ROBERT and VIRGINIA loaned an
5 additional \$50,000 to TROY. In return, ROBERT and VIRGINIA received from COX a secured
6 Promissory Note dated March 4, 2014, a UCC Financing Statement and a Security Agreement, a
7 copy of which is attached hereto, collectively marked Exhibit C and fully incorporated by reference
8 herein. ROBERT and VIRGINIA understood and trusted that COX would take the necessary
9 actions to file the UCC Financing Statement with the California Secretary of State. Prior to the
10 additional loan of \$50,000, COX did not provide ROBERT and VIRGINIA with the Private
11 Placement Offering Memorandum, even though COX had solicited and raised substantial funds
12 from other investors in TROY. In addition, COX has never provided ROBERT and VIRGINIA
13 with an Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC or a share
14 certificate evidencing their stock ownership in Constellation Mines.

15 15. On June 20, 2011, COX formed Troy Investment Partners, LLC, a California
16 limited liability company. At all times relevant herein, COX was a manager of Troy Investment
17 Partners, LLC. Plaintiffs are informed and believe and thereon allege that the business of Troy
18 Investment Partners, LLC is mining. Troy Investment Partners owns stock in Constellation Mines
19 and 536242 Yukon Inc., a Canadian corporation, which is also involved in mining.

20 16. Plaintiffs are informed and believe and thereon allege that, at all times relevant
21 herein, COX owns and/or owned stock in Constellation Mines and 536242 Yukon Inc., a Canadian
22 corporation.

23 17. EDWARD is informed and believes and thereon alleges that he holds a one (1%)
24 percent membership interest in TROY. ROBERT and VIRGINIA are informed and believe and
25 thereon allege that they hold a one (1%) percent membership interest in TROY, although, based on
26 their investment of \$100,000, they were promised by COX that they own a two (2%) percent
27 membership interest in TROY. EDWARD, ROBERT and VIRGINIA do not know what stock, if
28 any, they own in Constellation Mining as they have never been provided share certificates

1 evidencing their stock ownership. EDWARD, ROBERT and VIRGINIA are informed and believe
2 and thereon allege that they may also own stock in 536242 Yukon Inc., although they are uncertain
3 as to when they acquired the stock, how they acquired the stock or why they own stock in 536242
4 Yukon Inc., as they have only recently learned of their potential stock ownership in this Canadian
5 corporation.

6 18. Over the years, TROY and COX have made various interest payments to
7 EDWARD, ROBERT and VIRGINIA. The last interest payment received was in approximately
8 June 2015. After June 2015, COX repeatedly promised to EDWARD, ROBERT and VIRGINIA
9 that they would continue to receive interest payments from TROY and that TROY would repay
10 their loans in full. EDWARD, ROBERT and VIRGINIA believed and trusted COX regarding his
11 promises that they would continue to receive interest payments and that TROY would repay their
12 loans in full. In reliance on COX's promises, EDWARD, ROBERT and VIRGINIA elected to
13 forbear from enforcement of their Promissory Notes, UCC Financing Statement and Security
14 Agreement.

15 19. COX has also periodically updated EDWARD, ROBERT, VIRGINIA and the other
16 investors in TROY as to the mining operations at the gold mining claims in Canada. The most
17 current update provided by COX was on July 31, 2019, wherein COX represented as follows:

18 "The mine is in production (finally) and there is still a good two months of the
19 season left. Lots of time to produce gold. Although they've only been running
20 with 3 people, they will begin double-shifting soon and run around the clock in the
21 next few days.

22 All the equipment is in good shape and running well. Everything is very orderly and
23 clean. This year, production has been about 40 oz in 60 hours of sluicing. That
24 (oz/hr) is expected to improve as mining moves to richer areas of the claims (left of
25 the area current being processed). Note the light colored seam of quartz running
26 though the cut. This is very high grade material"

27 20. Prior to the July 31, 2019 communication, Plaintiffs are informed and believe and
28 thereon alleged that COX has represented to others that Constellation Mines is not an operational
company; that the company was "empty"; that the company had "no assets, no operations,
nothing"; and, that the company was only "set up to look at some things."

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21. On June 17, 2019, Constellation Mines filed a document entitled "Changes Regarding Directors" in Canada stating that COX resigned from the Board of Directors of Constellation Mines, effective February 3, 2019. Plaintiffs are informed and believe and thereon allege that in August 2019, COX and Constellation Mines paid three former employees of Constellation Mines \$44,000 to settle claims of unpaid wages due and owing.

22. Plaintiffs are informed and believe and thereon allege the COX was the President and a Director of 536242 Yukon Inc.; and, that COX resigned as President and Director on February 3, 2019.

23. Plaintiffs are informed and believe and thereon allege that COX resigned as Manager of TROY on June 1, 2019; and, that COX resigned as Manager of Troy Investment Partners, LLC on June 1, 2019.

24. On or about September 1, 2019, Defendant COX signed a Guaranty Agreement, a copy of which is attached hereto, marked Exhibit D and fully incorporated by reference herein. Pursuant to the Guaranty Agreement, COX personally guaranteed repayment of the Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Plaintiffs in the collection of each of said Promissory Notes.

25. On or about September 1, 2019, Defendant MURPHY signed a Guaranty Agreement, a copy of which is attached hereto, marked Exhibit E and fully incorporated by reference herein. Pursuant to the Guaranty Agreement, MURPHY personally guaranteed repayment of the Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Plaintiffs in the collection of each of said Promissory Notes.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

[against Defendants TROY, COX and MURPHY]

26. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1 through 25, inclusive, of this Complaint as if fully set forth herein.

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1 27. On October 21, 2013, Plaintiff EDWARD loaned \$50,000 to Defendant TROY.
2 Defendants COX and TROY provided Plaintiff EDWARD with a secured Promissory Note dated
3 October 21, 2013, a UCC Financing Statement and Security Agreement (Exhibit A).

4 28. Plaintiff EDWARD has performed all of the conditions, covenants, and promises
5 required on his part to be performed in accordance with the terms and conditions of the secured
6 Promissory Note dated October 21, 2013.

7 29. Defendants TROY, COX and MURPHY failed to perform all of the conditions,
8 covenants, and promises required on their part to be performed in accordance with the terms and
9 conditions of the Promissory Note dated October 21, 2013, by failing to repay the principal amount
10 of the \$50,000 loan, together with all accrued and unpaid interest.

11 30. As a result of the breach of the Promissory Note dated October 21, 2013, Plaintiff
12 EDWARD has suffered damages in the amount of \$50,000, together with all accrued and unpaid
13 interest, or according to proof, plus interest at the legal rate.

14 **SECOND CAUSE OF ACTION**

15 **DECLARATORY RELIEF – FORECLOSURE OF SECURITY INTEREST**

16 **[against Defendant TROY]**

17 31. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
18 through 30, inclusive, of this Complaint as if fully set forth herein.

19 32. An actual controversy has arisen and now exists between Plaintiff EDWARD and
20 Defendant TROY concerning their respective rights and duties in that Plaintiff contends that he is
21 owed full payment of the secured Promissory Note dated October 21, 2013; that said secured
22 Promissory Note has not been repaid; and, that as a result of the failure to repay said secured
23 Promissory Note, Plaintiff EDWARD is entitled to foreclose on the personal property described in
24 the UCC Financing Statement and Security Agreement that acts as security for the Promissory
25 Note. Defendant TROY disputes these contentions and contends that Plaintiff EDWARD is not
26 entitled to foreclose on the personal property described in the UCC Financing Statement and
27 Security Agreement that acts as security for the Promissory Note.

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1 33. Plaintiff EDWARD desires a judicial determination of his rights and duties and a
2 declaration as to whether he is entitled to foreclose on the personal property described in the UCC
3 Financing Statement and Security Agreement that acts as security for the secured Promissory Note.

4 34. A judicial declaration is necessary and appropriate at this time under the
5 circumstances in order that Plaintiff EDWARD may ascertain his rights and duties as to the
6 foreclosure of the personal property described in the UCC Financing Statement and Security
7 Agreement that acts as security for the Promissory Note.

8 **THIRD CAUSE OF ACTION**

9 **COMMON COUNT – MONEY LENT**

10 **[against Defendants TROY, COX and MURPHY]**

11 35. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
12 through 34, inclusive, of this Complaint as if fully set forth herein.

13 36. Within the last four years, at Madera, California, Defendants TROY, COX and
14 MURPHY became indebted to Plaintiff EDWARD in the principal sum of \$50,000, together with
15 all unpaid and accrued interest, for money lent by Plaintiff EDWARD to Defendant TROY and
16 COX at their request.

17 37. Plaintiff EDWARD has repeatedly demanded payment from Defendants TROY,
18 COX and MURPHY. After making such demands, Defendants TROY, COX and MURPHY
19 confirmed their commitment to repay the monies owed.

20 38. No payment has been made by Defendants TROY, COX and MURPHY to Plaintiff
21 EDWARD. There is now due and owing the sum of \$50,000 together with all unpaid and accrued
22 interest, with interest at the legal rate.

23 **FOURTH CAUSE OF ACTION**

24 **FRAUD**

25 **[against Defendant COX]**

26 39. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
27 through 38, inclusive, of this Complaint as if fully set forth herein.

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1 40. In October 2013, Defendant COX solicited Plaintiff EDWARD to invest money in
2 Defendant TROY. Defendant COX represented to EDWARD that, in return for an investment of
3 \$50,000, EDWARD would receive: a) a secured Promissory Note in the amount of \$50,000
4 memorializing the investment; b) a UCC Financing Statement and Security Agreement
5 collateralizing the Promissory Note; c) a one (1%) percent membership interest in Defendant
6 TROY; d) an Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC for
7 review and signature; and, e) stock ownership in a Canadian corporation known as Constellation
8 Mines, Ltd. COX represented to EDWARD that TROY had purchased and would continue to
9 purchase mining equipment; that TROY would lease the mining equipment to Constellation Mines;
10 that TROY would receive rental income from the lease of its mining equipment; and, that
11 Constellation Mines was mining gold at various sites located in Canada, wherein gold mining
12 claims had been acquired.

13 41. When Defendant COX made the above representations and continuing thereafter, he
14 failed and omitted to disclose that he was also a shareholder and/or Director of Constellation
15 Mines; that Troy Investment Partners, LLC was also a shareholder of Constellation Mines; that he
16 was a manager of Troy Investment Partners, LLC; that there existed an obvious conflict of interest
17 with his status as a managing member of TROY, his status as managing member of Troy
18 Investment Partners, LLC, his status as a shareholder and Director of Constellation Mines, his
19 status as a shareholder and Director of 536242 Yukon, Inc., a Canadian corporation, and COX's
20 solicitation of funds from investors for investment in TROY. At all times relevant herein, Plaintiff
21 EDWARD was unaware of the conflict of interest between COX, acting as a shareholder and/or
22 Director of Constellation Mines; acting as a shareholder and/or Director of 536242 Yukon, Inc., a
23 Canadian corporation; and, COX, acting as the managing member of Troy Investment Partners,
24 LLC; and, COX, acting as the managing member of TROY. Plaintiff is informed and believes and
25 thereon alleges that the conflicts of interest include, but are not limited to, TROY's enforcement
26 and collection of financial obligations owed by Constellation Mines or others to TROY.

27 42. Based on the representations of COX, EDWARD loaned \$50,000 to TROY. In
28 return, EDWARD received from COX a secured Promissory Note dated October 21, 2013, a UCC

1 Financing Statement and a Security Agreement. Prior to the loan of \$50,000, COX did not provide
2 EDWARD with the Private Placement Offering Memorandum, even though COX had solicited and
3 raised substantial funds from other investors in TROY. In addition, COX has never provided
4 EDWARD with an Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC or a
5 share certificate evidencing his stock ownership in Constellation Mines.

6 43. Over the years, TROY and COX have made various interest payments to
7 EDWARD. The last interest payment received was in approximately June 2015. After June 2015,
8 COX falsely represented to EDWARD that he would continue to receive interest payments from
9 TROY and that TROY would repay his loan in full. EDWARD believed and trusted COX
10 regarding his representations that he would continue to receive interest payments and that TROY
11 would repay his loan in full. In reliance on COX's representations, EDWARD elected to forbear
12 from enforcement of his Promissory Note, UCC Financing Statement and Security Agreement.

13 44. Defendant COX made the above referenced representations to Plaintiff EDWARD
14 with the intent to induce Plaintiff EDWARD to loan Defendant TROY \$50,000. Defendant COX
15 made the above referenced representations of repayment to Plaintiff EDWARD with the intent of
16 having Plaintiff EDWARD delay and forebear in the enforcement of the Promissory Note dated
17 October 21, 2013, the UCC Financing Statement and Security Agreement.

18 45. As a proximate result of Defendant COX's fraudulent conduct as alleged herein,
19 Plaintiff EDWARD has been damaged in the amount of \$50,000, together with all unpaid and
20 accrued interest, or according to proof, together with interest at the legal rate.

21 46. The aforementioned conduct of Defendant COX was done with oppression, fraud or
22 malice and was an intentional misrepresentation, deceit, or concealment of material facts known to
23 Defendant COX with the intention on his part of depriving Plaintiff EDWARD of property and was
24 despicable conduct that subjected Plaintiff EDWARD to a cruel and unjust hardship in conscious
25 disregard of the rights of Plaintiff EDWARD, so as to justify an award of exemplary or punitive
26 damages.

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FIFTH CAUSE OF ACTION

BREACH OF CONTRACT

[against Defendants TROY, COX and MURPHY]

47. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1 through 46, inclusive, of this Complaint as if fully set forth herein.

48. On October 24, 2013, Plaintiffs ROBERT and VIRGINIA loaned \$50,000 to Defendant TROY. Defendants COX and TROY provided Plaintiffs ROBERT and VIRGINIA with a secured Promissory Note dated October 24, 2013, a UCC Financing Statement and Security Agreement (Exhibit B).

49. Plaintiffs ROBERT and VIRGINIA have performed all of the conditions, covenants, and promises required on their part to be performed in accordance with the terms and conditions of the secured Promissory Note dated October 24, 2013.

50. Defendants COX, TROY and MURPHY failed to perform all of the conditions, covenants, and promises required on their part to be performed in accordance with the terms and conditions of the Promissory Note dated October 24, 2013 by failing to repay the principal amount of the \$50,000 loan, together with all accrued and unpaid interest.

51. As a result of the breach of the Promissory Note dated October 24, 2013, Plaintiffs ROBERT and VIRGINIA have suffered damages in the amount of \$50,000, together with all accrued and unpaid interest, or according to proof, plus interest at the legal rate.

SIXTH CAUSE OF ACTION

DECLARATORY RELIEF – FORECLOSURE OF SECURITY INTEREST

[against Defendant TROY]

52. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1 through 51, inclusive, of this Complaint as if fully set forth herein.

53. An actual controversy has arisen and now exists between Plaintiffs ROBERT and VIRGINIA and Defendant TROY concerning their respective rights and duties in that Plaintiffs contend that they are owed full payment of the secured Promissory Note dated October 24, 2013; that said secured Promissory Note has not been repaid; and, that as a result of the failure to repay

1 said secured Promissory Note, Plaintiffs ROBERT and VIRGINIA are entitled to foreclose on the
2 personal property described in the UCC Financing Statement and Security Agreement that acts as
3 security for the Promissory Note. Defendant TROY disputes these contentions and contends that
4 Plaintiffs ROBERT and VIRGINIA are not entitled to foreclose on the personal property described
5 in the UCC Financing Statement and Security Agreement that acts as security for the Promissory
6 Note.

7 54. Plaintiffs ROBERT and VIRGINIA desire a judicial determination of their rights
8 and duties and a declaration as to whether they are entitled to foreclose on the personal property
9 described in the UCC Financing Statement and Security Agreement that acts as security for the
10 secured Promissory Note.

11 55. A judicial declaration is necessary and appropriate at this time under the
12 circumstances in order that Plaintiffs ROBERT and VIRGINIA may ascertain their rights and
13 duties as to the foreclosure of the personal property described in the UCC Financing Statement and
14 Security Agreement that acts as security for the Promissory Note.

15 **SEVENTH CAUSE OF ACTION**

16 **COMMON COUNT – MONEY LENT**

17 **[against Defendants TROY, COX and MURPHY]**

18 56. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
19 through 55, inclusive, of this Complaint as if fully set forth herein.

20 57. Within the last four years, at Madera, California, Defendants TROY, COX and
21 MURPHY became indebted to Plaintiffs ROBERT and VIRGINIA in the principal sum of
22 \$50,000, together with all unpaid and accrued interest, for money lent by Plaintiffs ROBERT and
23 VIRGINIA to Defendants TROY, COX and MURPHY at their request.

24 58. Plaintiffs ROBERT and VIRGINIA have repeatedly demanded payment from
25 Defendants TROY, COX and MURPHY. After making such demands, Defendants TROY, COX
26 and MURPHY confirmed their commitment to repay the monies owed.

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1 59. No payment has been made by Defendants TROY, COX and MURPHY to Plaintiffs
2 ROBERT and VIRGINIA. There is now due and owing the sum of \$50,000 together with all
3 unpaid and accrued interest, with interest at the legal rate.

4 **EIGHTH CAUSE OF ACTION**

5 **FRAUD**

6 **[against Defendant COX]**

7 60. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
8 through 59, inclusive, of this Complaint as if fully set forth herein.

9 61. In October 2013, Defendant COX solicited Plaintiffs ROBERT and VIRGINIA to
10 invest money in Defendant TROY. Defendant COX represented to ROBERT and VIRGINIA that,
11 in return for an investment of \$50,000, ROBERT and VIRGINIA would receive: a) a secured
12 Promissory Note in the amount of \$50,000 memorializing the investment; b) a UCC Financing
13 Statement and Security Agreement collateralizing the Promissory Note; c) a one (1%) membership
14 interest in Defendant TROY; d) an Amended Operating Agreement for TROY EQUIPMENT
15 LEASING, LLC for review and signature; and, e) stock ownership in a Canadian corporation
16 known as Constellation Mines, Ltd. COX represented to ROBERT and VIRGINIA that TROY had
17 purchased and would continue to purchase mining equipment; that TROY would lease the mining
18 equipment to Constellation Mines; that TROY would receive rental income from the lease of its
19 mining equipment; and, that Constellation Mines was mining gold at various sites located in
20 Canada, wherein gold mining claims had been acquired.

21 62. When Defendant COX made the above representations and continuing thereafter, he
22 failed and omitted to disclose that he was also a shareholder and/or Director of Constellation
23 Mines; that Troy Investment Partners, LLC was also a shareholder of Constellation Mines; that he
24 was a manager of Troy Investment Partners, LLC; that there existed an obvious conflict of interest
25 with his status as a managing member of TROY, his status as managing member of Troy
26 Investment Partners, LLC, his status as a shareholder and Director of Constellation Mines, his
27 status as a shareholder and Director of 536242 Yukon, Inc., a Canadian corporation, and COX's
28 solicitation of funds from investors for investment in TROY. At all times relevant herein,

1 Plaintiffs ROBERT and VIRGINIA were unaware of the conflict of interest between COX, acting
2 as a shareholder and/or Director of Constellation Mines; acting as a shareholder and/or Director of
3 536242 Yukon, Inc., a Canadian corporation; and, COX, acting as the managing member of Troy
4 Investment Partners, LLC; and, COX, acting as the managing member of TROY. Plaintiffs are
5 informed and believe and thereon allege that the conflicts of interest include, but are not limited to,
6 TROY's enforcement and collection of financial obligations owed by Constellation Mines or others
7 to TROY.

8 63. Based on the representations of COX, ROBERT and VIRGINIA loaned \$50,000 to
9 TROY. In return, ROBERT and VIRGINIA received from COX a secured Promissory Note dated
10 October 24, 2013, a UCC Financing Statement and a Security Agreement. Prior to the loan of
11 \$50,000, COX did not provide ROBERT and VIRGINIA with the Private Placement Offering
12 Memorandum, even though COX had solicited and raised substantial funds from other investors in
13 TROY. In addition, COX has never provided ROBERT and VIRGINIA with an Amended
14 Operating Agreement for TROY EQUIPMENT LEASING, LLC or a share certificate evidencing
15 their stock ownership in Constellation Mines.

16 64. Over the years, TROY and COX have made various interest payments to ROBERT
17 and VIRGINIA. The last interest payment received was in approximately June 2015. After June
18 2015, COX falsely represented to ROBERT and VIRGINIA that they would continue to receive
19 interest payments from TROY and that TROY would repay their loan in full. ROBERT and
20 VIRGINIA believed and trusted COX regarding his representations that they would continue to
21 receive interest payments and that TROY would repay their loan in full. In reliance on COX's
22 representations, ROBERT and VIRGINIA elected to forbear from enforcement of their Promissory
23 Note, UCC Financing Statement and Security Agreement.

24 65. Defendant COX made the above referenced representations to Plaintiffs ROBERT
25 and VIRGINIA with the intent to induce Plaintiffs ROBERT and VIRGINIA to loan Defendant
26 TROY \$50,000. Defendant COX made the above referenced representations of repayment to
27 Plaintiffs ROBERT and VIRGINIA with the intent of having Plaintiffs ROBERT and VIRGINIA
28

1 delay and forbear in the enforcement of the Promissory Note dated October 24, 2013, the UCC
2 Financing Statement and Security Agreement.

3 66. As a proximate result of Defendant COX's fraudulent conduct as alleged herein,
4 Plaintiffs ROBERT and VIRGINIA have been damaged in the amount of \$50,000, together with all
5 unpaid and accrued interest, or according to proof, together with interest at the legal rate. As a
6 proximate result of Defendant COX's fraudulent conduct as alleged herein, Plaintiffs ROBERT
7 and VIRGINIA have also sustained general damages, including, without limitation, severe
8 emotional distress and related personal injuries.

9 67. The aforementioned conduct of Defendant COX was done with oppression, fraud or
10 malice and was an intentional misrepresentation, deceit, or concealment of material facts known to
11 Defendant COX with the intention on his part of depriving Plaintiffs ROBERT and VIRGINIA of
12 property and was despicable conduct that subjected Plaintiffs ROBERT and VIRGINIA to a cruel
13 and unjust hardship in conscious disregard of the rights of Plaintiffs ROBERT and VIRGINIA, so
14 as to justify an award of exemplary or punitive damages.

15 **NINTH CAUSE OF ACTION**

16 **BREACH OF CONTRACT**

17 **[against Defendants TROY, COX and MURPHY]**

18 68. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
19 through 67, inclusive, of this Complaint as if fully set forth herein.

20 69. On March 4, 2014, Plaintiffs ROBERT and VIRGINIA loaned an additional
21 \$50,000 to Defendant TROY. Defendants COX and TROY provided Plaintiffs ROBERT and
22 VIRGINIA with a secured Promissory Note dated March 4, 2014, a UCC Financing Statement and
23 Security Agreement (Exhibit C).

24 70. Plaintiffs ROBERT and VIRGINIA have performed all of the conditions, covenants,
25 and promises required on their part to be performed in accordance with the terms and conditions of
26 the secured Promissory Note dated March 4, 2014.

27 71. Defendants COX and TROY failed to perform all of the conditions, covenants, and
28 promises required on their part to be performed in accordance with the terms and conditions of the

1 Promissory Note dated March 4, 2014 by failing to repay the principal amount of the \$50,000 loan,
2 together with all accrued and unpaid interest.

3 72. As a result of the breach of the Promissory Note dated March 4, 2014, Plaintiffs
4 ROBERT and VIRGINIA have suffered damages in the amount of \$50,000, together with all
5 accrued and unpaid interest, or according to proof, plus interest at the legal rate.

6 **TENTH CAUSE OF ACTION**

7 **DECLARATORY RELIEF – FORECLOSURE OF SECURITY INTEREST**

8 **[against Defendant TROY]**

9 73. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
10 through 72, inclusive, of this Complaint as if fully set forth herein.

11 74. An actual controversy has arisen and now exists between Plaintiffs ROBERT and
12 VIRGINIA and Defendant TROY concerning their respective rights and duties in that Plaintiffs
13 contend that they are owed full payment of the secured Promissory Note dated March 4, 2014; that
14 said secured Promissory Note has not been repaid; and, that as a result of the failure to repay said
15 secured Promissory Note, Plaintiffs ROBERT and VIRGINIA are entitled to foreclose on the
16 personal property described in the UCC Financing Statement and Security Agreement that acts as
17 security for the Promissory Note. Defendant TROY disputes these contentions and contends that
18 Plaintiffs ROBERT and VIRGINIA are not entitled to foreclose on the personal property described
19 in the UCC Financing Statement and Security Agreement that acts as security for the Promissory
20 Note.

21 75. Plaintiffs ROBERT and VIRGINIA desire a judicial determination of their rights
22 and duties and a declaration as to whether they are entitled to foreclose on the personal property
23 described in the UCC Financing Statement and Security Agreement that acts as security for the
24 secured Promissory Note.

25 76. A judicial declaration is necessary and appropriate at this time under the
26 circumstances in order that Plaintiffs ROBERT and VIRGINIA may ascertain their rights and
27 duties as to the foreclosure of the personal property described in the UCC Financing Statement and
28 Security Agreement that acts as security for the Promissory Note.

ELEVENTH CAUSE OF ACTION
COMMON COUNT – MONEY LENT

[against Defendants TROY, COX and MURPHY]

77. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1 through 76, inclusive, of this Complaint as if fully set forth herein.

78. Within the last four years, at Madera, California, Defendants TROY, COX and MURPHY became indebted to Plaintiffs ROBERT and VIRGINIA in the principal sum of \$50,000, together with all unpaid and accrued interest, for money lent by Plaintiffs ROBERT and VIRGINIA to Defendants TROY and COX at their request.

79. Plaintiffs ROBERT and VIRGINIA have repeatedly demanded payment from Defendants TROY, COX and MURPHY. After making such demands, Defendants TROY, COX and MURPHY confirmed their commitment to repay the monies owed.

80. No payment has been made by Defendants TROY, COX and MURPHY to Plaintiffs ROBERT and VIRGINIA. There is now due and owing the sum of \$50,000 together with all unpaid and accrued interest, with interest at the legal rate.

TWELVETH CAUSE OF ACTION

FRAUD

[against Defendant COX]

81. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1 through 80, inclusive, of this Complaint as if fully set forth herein.

82. In March 2014, Defendant COX solicited Plaintiffs ROBERT and VIRGINIA to invest additional money in Defendant TROY. Defendant COX represented to ROBERT and VIRGINIA that, in return for an investment of \$50,000, ROBERT and VIRGINIA would receive: a) a secured Promissory Note in the amount of \$50,000 memorializing the investment; b) a UCC Financing Statement and Security Agreement collateralizing the Promissory Note; c) an additional one (1%) membership interest in Defendant TROY; d) an Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC for review and signature; and, e) additional stock ownership in a Canadian corporation known as Constellation Mines, Ltd. COX represented to

1 ROBERT and VIRGINIA that TROY had purchased and would continue to purchase mining
2 equipment; that TROY would lease the mining equipment to Constellation Mines; that TROY
3 would receive rental income from the lease of its mining equipment; and, that Constellation Mines
4 was mining gold at various sites located in Canada, wherein gold mining claims had been acquired.

5 83. When Defendant COX made the above representations and continuing thereafter, he
6 failed and omitted to disclose that he was also a shareholder and/or Director of Constellation
7 Mines; that Troy Investment Partners, LLC was also a shareholder of Constellation Mines; that he
8 was a manager of Troy Investment Partners, LLC; that there existed an obvious conflict of interest
9 with his status as a managing member of TROY, his status as managing member of Troy
10 Investment Partners, LLC, his status as a shareholder and Director of Constellation Mines, his
11 status as a shareholder and Director of 536242 Yukon, Inc., a Canadian corporation, and COX's
12 solicitation of funds from investors for investment in TROY. At all times relevant herein,
13 Plaintiffs ROBERT and VIRGINIA were unaware of the conflict of interest between COX, acting
14 as a shareholder and/or Director of Constellation Mines; acting as a shareholder and/or Director of
15 536242 Yukon, Inc., a Canadian corporation; and, COX, acting as the managing member of Troy
16 Investment Partners, LLC; and, COX, acting as the managing member of TROY. Plaintiffs are
17 informed and believe and thereon allege that the conflicts of interest include, but are not limited to,
18 TROY's enforcement and collection of financial obligations owed by Constellation Mines or others
19 to TROY.

20 84. Based on the representations of COX, ROBERT and VIRGINIA loaned an
21 additional \$50,000 to TROY. In return, ROBERT and VIRGINIA received from COX a secured
22 Promissory Note dated March 4, 2014, a UCC Financing Statement and a Security Agreement.
23 Prior to the loan of \$50,000, COX did not provide ROBERT and VIRGINIA with the Private
24 Placement Offering Memorandum, even though COX had solicited and raised substantial funds
25 from other investors in TROY. In addition, COX has never provided ROBERT and VIRGINIA
26 with an Amended Operating Agreement for TROY EQUIPMENT LEASING, LLC or a share
27 certificate evidencing their stock ownership in Constellation Mines.

28 //

1 85. After providing Defendant TROY with the additional \$50,000 loan, Defendant COX
2 did not issue or otherwise acknowledge ROBERT and VIRGINIA's additional one (1%)
3 membership interest in TROY. ROBERT and VIRGINIA are informed and believe and thereon
4 allege that other investors who invested \$100,000 in Defendant TROY own a two (2%) percent
5 membership interest.

6 86. Over the years, TROY and COX have made various interest payments to ROBERT
7 and VIRGINIA. The last interest payment received was in approximately June 2015. After June
8 2015, COX falsely represented to ROBERT and VIRGINIA that they would continue to receive
9 interest payments from TROY and that TROY would repay their loan in full. ROBERT and
10 VIRGINIA believed and trusted COX regarding his representations that they would continue to
11 receive interest payments and that TROY would repay their loan in full. In reliance on COX's
12 representations, ROBERT and VIRGINIA elected to forbear from enforcement of their Promissory
13 Note, UCC Financing Statement and Security Agreement.

14 87. Defendant COX made the above referenced representations to Plaintiffs ROBERT
15 and VIRGINIA with the intent to induce Plaintiffs ROBERT and VIRGINIA to loan Defendant
16 TROY an additional \$50,000. Defendant COX made the above referenced representations of
17 repayment to Plaintiffs ROBERT and VIRGINIA with the intent of having Plaintiffs ROBERT and
18 VIRGINIA delay and forbear in the enforcement of the Promissory Note dated March 4, 2014, the
19 UCC Financing Statement and Security Agreement.

20 88. As a proximate result of Defendant COX's fraudulent conduct as alleged herein,
21 Plaintiffs ROBERT and VIRGINIA have been damaged in the amount of \$50,000, together with all
22 unpaid and accrued interest, or according to proof, together with interest at the legal rate. As a
23 proximate result of Defendant COX's fraudulent conduct as alleged herein, Plaintiffs ROBERT
24 and VIRGINIA have also sustained general damages, including, without limitation, severe
25 emotional distress and related personal injuries.

26 89. The aforementioned conduct of Defendant COX was done with oppression, fraud or
27 malice and with an intentional misrepresentation, deceit, or concealment of material facts known to
28 Defendant COX with the intention on his part of depriving Plaintiffs ROBERT and VIRGINIA of

1 property and was despicable conduct that subjected Plaintiffs ROBERT and VIRGINIA to a cruel
2 and unjust hardship in conscious disregard of the rights of Plaintiffs ROBERT and VIRGINIA, so
3 as to justify an award of exemplary or punitive damages.

4 **THIRTEENTH CAUSE OF ACTION**
5 **BREACH OF FIDUCIARY DUTY**
6 **[against Defendant COX]**

7 90. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1
8 through 89, inclusive, of this Complaint as if fully set forth herein.

9 91. At all times mentioned herein, Defendant COX was a managing member of
10 Defendant TROY. As a managing member of TROY, Defendants COX owed a fiduciary duty to
11 Plaintiffs. As a fiduciary, Defendants COX owed Plaintiffs a duty to act in the highest good faith
12 and to not obtain any advantage over them.

13 92. Defendant COX breached his fiduciary duty to Plaintiffs by, *inter alia*, engaging in
14 the following actions:

15 (A) Soliciting monies from Plaintiffs without providing Plaintiffs with a Private
16 Placement Offering Memorandum for their review;

17 (B) Promising to provide to each Plaintiff an Amended Operating Agreement for TROY
18 EQUIPMENT LEASING, LLC for their review and signature, but failed to provide an Amended
19 Operating Agreement to Plaintiffs to review and sign;

20 (C) Falsely representing that for each investment of \$50,000, Plaintiffs ROBERT and
21 VIRGINIA would receive a one (1) percent membership interest in TROY EQUIPMENT
22 LEASING, LLC;

23 (D) Falsely representing that for each investment of \$50,000 in TROY EQUIPMENT
24 LEASING, LLC, Plaintiffs would acquire stock ownership in Constellation Mining, but failed to
25 provide the stock certificates in reference to said stock ownership;

26 (E) Falsely promising Plaintiffs that they would continue to receive interest payments
27 on their Promissory Notes in order to induce Plaintiffs to forbear from enforcement of their
28 Promissory Notes, UCC Financing Statements and Security Agreements;

1 (F) Falsely promising to Plaintiffs that their Promissory Notes would be repaid in full in
2 order to induce Plaintiffs to forbear from enforcement of their Promissory Notes, UCC Financing
3 Statements and Security Agreements;

4 (G) Failing to disclose that he was also a shareholder and/or Director of Constellation
5 Mines;

6 (H) Failing to disclose that he was also a managing member of Troy Investment
7 Partners, LLC; and, that Troy Investment Partners, LLC was a shareholder of Constellation Mines;

8 (I) Failing to disclose that there existed an obvious conflict of interest with his status as
9 a managing member of TROY, his status as managing member of Troy Investment Partners, LLC
10 and his status as a shareholder and Director of Constellation Mines; and, that an obvious conflict of
11 interest existed regarding his solicitation of funds from Plaintiffs for investment in TROY;

12 (J) Failing to enforce and collect all of the financial obligations and debt owed by
13 Constellation Mines to TROY, including payment of rent in reference to the leasing of mining
14 equipment, thereby preferentially treating Constellation Mines to the detriment of TROY and its
15 members; and,

16 (K) Failing to accurately and fully disclose the relationship between Constellation
17 Mines, Troy Investment Partners, LLC and TROY.

18 93. As a proximate result of the breaches of fiduciary duties by Defendant COX,
19 Plaintiffs have been damaged in an amount unknown and unascertained at this time. Plaintiffs will
20 seek leave of court to amend this Complaint when said damages are known and ascertained or upon
21 proof thereof at the time of trial.

22 94. The aforementioned conduct of Defendant COX was done with oppression, fraud or
23 malice and was an intentional misrepresentation, deceit, or concealment of material facts known to
24 Defendant with the intention on his part of depriving Plaintiffs of property and was despicable
25 conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of the rights
26 of Plaintiffs, so as to justify an award of exemplary or punitive damages.

27 //

28 //

FOURTEENTH CAUSE OF ACTION
BREACH OF GUARANTY AGREEMENT
[against Defendant COX]

95. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1 through 94, inclusive, of this Complaint as if fully set forth herein.

96. On or about September 1, 2019, COX signed a Guaranty Agreement wherein COX personally guaranteed repayment of the Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Plaintiffs in the collection of each of said Promissory Notes.

97. COX failed to repay the Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Plaintiffs in the collection of each of said Promissory Notes.

FIFTEENTH CAUSE OF ACTION
BREACH OF GUARANTY AGREEMENT
[against Defendant MURPHY]

98. Plaintiffs reallege herein by this reference each and every allegation in Paragraphs 1 through 97, inclusive, of this Complaint as if fully set forth herein.

99. On or about September 1, 2019, MURPHY signed a Guaranty Agreement wherein MURPHY personally guaranteed repayment of the Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Plaintiffs in the collection of each of said Promissory Notes.

100. MURPHY failed to repay the Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Plaintiffs in the collection of each of said Promissory Notes.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

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FIRST, FIFTH AND NINTH CAUSES OF ACTION

1. For damages in the principal amount of \$150,000, together with all unpaid and accrued interest, according to proof;
2. For reasonable attorneys' fees;
3. For cost of suit incurred herein; and
4. For such further and other relief as the Court may deem just and proper.

SECOND, SIXTH AND TENTH CAUSES OF ACTION

1. For a declaration that Plaintiffs are entitled to foreclose on the personal property security represented by the Promissory Notes, UCC Financing Statements and Security Agreements;
2. For damages according to proof;
3. For reasonable attorneys' fees;
4. For cost of suit incurred herein; and
5. For such further and other relief as the Court may deem just and proper.

THIRD, SEVENTH AND ELEVENTH CAUSE OF ACTION

1. For the principal amount of \$150,000, together with all unpaid and accrued interest, according to proof;
2. For reasonable attorneys' fees;
3. For cost of suit incurred herein; and
4. For such further relief as the Court may deem proper.

FOURTH, EIGHTH, TWELVTH AND THIRTEENTH CAUSES OF ACTION

1. For general damages according to proof;
2. For special damages according to proof;
3. For punitive or exemplary damages according to proof;
4. For reasonable attorneys' fees;
5. For cost of suit incurred herein; and
6. For such further relief as the Court may deem proper.

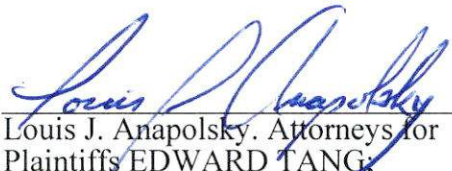
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1 **FOURTEENTH AND FIFTEENTH CAUSES OF ACTION**

- 2 1. For damages in the principal amount of \$150,000, together with all unpaid and
3 accrued interest, according to proof;
- 4 2. For reasonable attorneys' fees;
- 5 3. For cost of suit incurred herein; and
- 6 4. For such further and other relief as the Court may deem just and proper.
- 7

8 Dated: December 16, 2019

KNOX, LEMMON & ANAPOLSKY, LLP

9
10 By: 
11 Louis J. Anapolsky, Attorneys for
12 Plaintiffs EDWARD TANG;
13 ROBERT TANG; and VIRGINIA TSAI
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KNOX, LEMMON & ANAPOLSKY, LLP
2339 GOLD MEADOW WAY, SUITE 205, GOLD RIVER, CA 95814
TELE: (916) 498-9911 FAX: (916) 498-9991

EXHIBIT A

PROMISSORY NOTE

\$50,000

October 21, 2013

PROMISSORY NOTE
(Term Loan)

\$50,000.00

Madera, California

Oct 21, 2013

FOR VALUE RECEIVED, the undersigned Troy Equipment Leasing, a California limited liability company ("Borrower"), promise(s) to pay to the order of Edward Tang, ("Lender"), located at 2452 Trenton Ave, Clovis CA 93619 or at such other place as may be designated in writing by Lender, the principal sum of Fifty Thousand Dollars (\$50,000.00) or so much thereof as may be disbursed by Lender to or for the benefit or account of Borrower, with interest thereon at the per annum rate equal to twelve percent (12%) (based on a 360-day year and charged on the basis of actual days elapsed) in effect from time to time. All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds.

The outstanding principal balance of this Note, together with all accrued and unpaid interest, shall be due and payable in full on the second anniversary of the date first set forth above (the "Maturity Date").

Borrower shall pay semi-annual interest payments to Lender in the amount of \$3,000.00, which amount shall be prorated on a per diem basis for any partial month, commencing on the first day of each calendar month and continuing monthly thereafter until the Maturity Date, at which time all unpaid interest plus all principal owing hereunder shall be due and payable. Any monthly payments required hereunder shall be due and payable on the first day of each month and shall be applied to the outstanding interest balance of this Note. This Note may be pre-paid at any time. Any principal balance reductions may not be re-borrowed.

This Note is secured by, among other things, that certain Security Agreement ("Security Agreement") dated as of even date herewith, executed by Borrower for the benefit of Lender.

If Borrower fails to pay any payment due hereunder, or the final payment due hereunder, within thirty (30) days after its due date, or upon the occurrence of any other Default under this Note or the Security Agreement, then Lender, at its option, may increase the interest rate payable hereunder to five (5) percentage points per annum (the "Default Interest Rate"), such increased rate to apply until such delinquent payment(s) have been paid or such other Default has been cured, as applicable. Acceptance of such late charge and interest at the Default Interest Rate shall not limit the right of Lender to compel performance of any obligation or exercise any other remedies under the terms of this Note or the Security Agreement. Additionally, upon the occurrence of a Default or event that, with the giving of notice or lapse of time, or both, would constitute a Default, and so long as such Default or event that, with the giving of notice or lapse of time, or both, would constitute a Default, remains uncured, Lender shall be entitled to suspend the making of advances under this Note and shall have no obligation to make any further advances under this Note.

If: (a) Borrower shall fail to pay when due any sums payable hereunder; or (b) a Default (as defined in the Security Agreement) occurs under the Security Agreement or under any obligation secured thereby; or (c) the property which is subject to the Security Agreement, or any portion thereof or interest therein, is sold, transferred, mortgaged, assigned, encumbered or leased, whether voluntarily or involuntarily or by operation of law or otherwise, other than as expressly permitted by Lender in writing; THEN Lender may, at its sole option, declare all sums owing under this Note immediately due and payable; provided, however, that if any document related to this Note provides for automatic acceleration of payment of sums owing hereunder, all sums owing hereunder shall be automatically due and payable in accordance with the terms of that document.

If any attorney is engaged by Lender to enforce or defend any provision of this Note or the Security Agreement, or as a consequence of any Default, with or without the filing of any legal action or proceeding, then Borrower shall pay to Lender immediately upon demand all attorneys' fees and all costs incurred by Lender in connection therewith, including, any incurred in connection with any bankruptcy proceedings or any appellate proceedings, together with interest thereon from the date of such demand until paid at the rate of interest applicable to the principal balance owing hereunder as if such unpaid attorneys' fees and costs had been added to the principal.

No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Note or the Security Agreement shall constitute a waiver of any breach, default, or failure of condition under this Note, the Security Agreement or the obligations secured thereby. A waiver of any term of this Note, the Security Agreement or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

Time is of the essence with respect to every provision hereof.

This Note shall be deemed to be executed and delivered in the State of California. Borrower (i) agrees that this Note shall be construed according to and governed by the laws of the State of California, (ii) consents to personal jurisdiction in the State of California, and (iii) consents to venue in Fresno County, California, for all actions and proceedings with respect to this Note, and waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

All notices or other communications required or permitted to be given pursuant to this Note shall be given to the Borrower or Lender at the address and in the manner provided for in the Loan Agreement.

This Note and the Security Agreement contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Note and Security Agreement shall not be modified except by written instrument executed by all parties. Any reference to the Note and/or the Security Agreement includes any amendments, renewals or extensions now or hereafter approved by Lender in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date first written above.

"BORROWER"

Troy Equipment Leasing LLC,
a California limited liability company

By: 

Name: TJ Cox

Its: Managing Member



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Edward Tang
2452 Trenton Ave.
Clovis, CA 93619

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

TROY EQUIPMENT LEASING LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

405 N. E. ST

CITY

Madera

STATE

CA

POSTAL CODE

93637

COUNTRY

USA

ADDL INFO RE
ORGANIZATION
DEBTOR

1d. TYPE OF ORGANIZATION

LLC

1e. JURISDICTION OF ORGANIZATION

California

1f. ORGANIZATIONAL ID#, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADDL INFO RE
ORGANIZATION
DEBTOR

2d. TYPE OF ORGANIZATION

2e. JURISDICTION OF ORGANIZATION

2f. ORGANIZATIONAL ID#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

2452 Trenton Ave

CITY

Clovis

STATE

CA

POSTAL CODE

93619

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of Debtor now owned or hereafter acquired, including but not limited to Equipment Schedule attached as Exhibit A, together with all replacements, substitutions and additions thereto and the products and proceeds thereof, located on or related to the operations conducted generally in the United States or Canada.

6. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AGENT ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. (Attach Addendum (if applicable)) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 (ADDITIONAL FEE) (optional)

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A

EQUIPMENT LIST

Troy Equipment Leasing LLC
405 N I St., Madera, CA 93637

Quantity	Make	Model	Tag #	Serial Number(s)
1.	Rock Systems	52' x 24' Washing/Screen Plant	DCM01001	407-2
1	Hilachi	2004 ZX450LC Excavator	DCM01035	1BJ00F00010785
1	Hilachi	2001 EX450LC5 Excavator	DCM01036	16CP008380
1	Hilachi	1996 EX400LC3 Excavator	DCM01026	n/a
1	Hilachi	1985 UH501 Excavator	DCM01002	186
1	Terex	3307 65-ton Rock Truck	DCM01025	71866
1	Terex	3309 65-ton Rock Truck	DCM01003	68141
1	Terex	3309 65-ton Rock Truck	DCM01004	65194
1	Terex	72-61 Front End Loader	DCM01040	n/a
1	Terex	80C Front End Loader	DCM01041	15245582
1	Peerless Page	1980 38' Offroad Flat	DCM01007	n/a
1	Cornell	2005 8 x 8 Pump	DCM01042	n/a
1	Kenworth	C-500 6 x 6 semi	DCM01043	n/a
1	Alice Chalmers	125 KW Generator	DCM01018	670
1	Multiquip	2007 Multiquip 38KW Generator	DCM01016	7203871
1	Lincoln	SA250 Diesel Welder	DCM01005	n/a
1	Cornell	2007 5RB EM16-3 Pump	DCM01028	154041
1	Terex	AL4000 Light Tower	DCM01039	6VF26880
1	Gardner Denver	325 Air Compressor	DCM01037	W24970
1	CarryOn	2007 24' 5th Whl Equip Trailer	DCM01006	n/a
1	Terex	C8 Crawler Tractor	DCM01044	40067
1	Terex	D880 Crawler Tractor	DCM01045	PC82872584
1	Fruehauf	46' Van Trailer	DCM01046	DXZ883002
2	n/a	40' Tool Trailer	DCM01047	n/a
1	n/a	48' Tool Trailer	DCM01048	n/a
2	Alco	10' x 40' Camp Trailer	DCM01049	n/a
1	n/a	210 Barrel Fuel Tank	DCM01050	n/a
2	n/a	100 Barrel Fuel Tank	DCM01051	n/a
1	n/a	5000 gallon Fuel Tank	DCM01052	n/a
1	Alla-Fab	1994 4 x 12' x 64' Camp	DCM01053	RB304
5	Yokohama	21 x 35'	n/a	n/a
6	Goodyear	12 x 24 tires	n/a	n/a
6	Terex	Rock truck tires	n/a	n/a

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of this 21st day of October, 2013, by and between Troy Equipment Leasing LLC, a California limited liability company ("Debtor"), and Edward Tang, located at 2452 Trenton Ave, Clovis, CA 93619 ("Lender").

RECITALS

A. WHEREAS, pursuant to that certain promissory note of even date herewith by and between Debtor and Lender ("Promissory Note"), Lender is making a loan to Debtor in the original face principal amount of Fifty Thousand Dollars (\$50,000.00).

B. This Agreement and the Promissory Note, as they may be modified, amended or supplemented from time to time, will hereinafter be referred to collectively as the "Loan Documents". Capitalized terms not otherwise defined herein shall each have the meaning set forth in the Promissory Note.

C. WHEREAS, Debtor is desirous of securing to Lender the repayment of the indebtedness evidenced by the Note and the performance of the other terms, covenants and agreements contained herein and in the Loan Documents.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lender and Debtor, such parties hereby agree as follows:

Grant of Security Interest. Debtor hereby grants to Lender a security interest in all personal property of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all right, title and interest of Debtor in, to and under the following located on or relating to the property and operations thereon located generally, but not limited to, the area of McDame Creek, British Columbia (collectively, the "Collateral"):

(a) All (i) equipment, including, without limitation, fixtures, (ii) inventory, and (iii) other goods, of any nature whatsoever;

(b) All accounts; all chattel paper; all commercial tort claims and other claims or causes of action; all deposit accounts; all documents; all general intangibles, including, without limitation, all trade secrets, all trademarks, service marks and trade names and associated goodwill, all patents, all copyrights, and all other intellectual property, all software, and all payment intangibles; all instruments; all investment property; all letter of credit rights; all letters of credit; all money; and

(c) To the extent not otherwise described above:

(i) All insurance policies and water stock.

(ii) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals from any real property now or hereafter owned or leased by Debtor and all studies,

data and drawings related thereto; and also all contracts and agreements of the Debtor relating to the foregoing plans and specifications or to the foregoing studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from any real property now or hereafter owned or leased by Debtor;

(iii) All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as, by way of example and not as limitation, emissions reduction credits), other credits, waivers and payments, whether in cash or kind, due from or payable by any governmental authority or any insurance or utility company relating to any or all of the personal property or real property now or hereafter owned or leased by Debtor or to any improvements thereon or any of the other collateral described herein or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of the any real property now or hereafter owned by Debtor or the improvements thereon;

(iv) All refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any governmental authority or other entity for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the any personal property or real property now or hereafter owned or leased by Debtor and with respect to any improvements thereon or to any of the other collateral described herein, or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of any real property now or hereafter owned or leased by Debtor or the improvements thereon;

(v) All supporting obligations with respect to any other collateral; and

(vi) All replacements, products and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

(d) All terms used herein which are defined in the California Uniform Commercial Code shall have the same meanings when used herein, unless the context requires otherwise.

2. Obligations Secured. The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Lender, including, without limitation, all Indebtedness owing, due and/or required under the Promissory Note and this Agreement and (b) all present and future obligations of Debtor to Lender of every other type, kind or character. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, liabilities and monetary and non-monetary obligations of every type and kind of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable

individually or jointly, or whether recovery upon such Indebtedness may be or hereafter become unenforceable.

3. Termination. This Agreement will terminate upon the performance of all obligations of Debtor to Lender, including without limitation, the payment of all Indebtedness of Debtor to Lender existing or committed by Lender at any time.

4. Obligations of Lender. Lender has no obligation to make any loans hereunder. While Debtor is not in default, Lender will, except to the amount of contingent liabilities secured hereby, either release or apply to any debt secured hereby, at Lender's option, all security in the form of cash or irrevocable bank credit. Any sums withheld to secure contingent liabilities may be deposited at Lender's option in a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed a portion of the Account hereunder.

5. Representations and Warranties. Debtor represents and warrants to Lender that: (a) Debtor is the owner and has possession of the Collateral; (b) Debtor has the right to execute and deliver this Agreement, to grant a security interest in the Account, and to otherwise perform in accordance with this Agreement; (c) neither the execution and delivery nor performance of this Agreement by Borrower shall violate, breach or otherwise contravene any agreement, document, instrument, laws or regulation that Borrower is a party to or subject to; (d) Borrower has not sold, conveyed, assigned, pledged, hypothecated, or otherwise transferred any of its right, title or interest in the Collateral to any person or entity other than Lender; (e) the Collateral is genuine, free from liens and other encumbrances, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character; (f) all statements contained herein and, where applicable, in any documents related to the Account are true and complete; and (g) no financing statement covering the Collateral, and naming any secured party other than Lender, is on file in any public office.

6. Covenants of Debtor.

(a) Debtor agrees in general: (i) to pay and perform the Indebtedness secured hereby when due; (ii) to indemnify Lender against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (iii) to pay all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the perfection, preservation, realization, enforcement and exercise of its rights, powers and remedies hereunder; (iv) to permit Lender to exercise its powers; and (v) to execute and deliver such documents as Lender deems necessary to create, perfect and continue the security interests contemplated hereby.

(b) Debtor agrees with regard to the Collateral: (i) not to sell, convey, assign, pledge, hypothecate, or otherwise transfer any right or interest in, or permit any lien on the Collateral or any portion thereof, except in favor of Lender; (ii) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding the Collateral, and to permit Lender to inspect the same and make copies thereof at any reasonable time; (iii) not to commingle the proceeds of the Collateral, or collections thereunder, with other property or assets; and (iv) to provide any service and do any other acts which may be necessary to keep the Collateral free and clear of all defenses, liens, rights of offset and counterclaims.

7. Powers of Lender. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them, whether or not Debtor is in default: (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise; (b) to give notice of Lender's rights in the Collateral, to enforce the same and make extension agreements with respect thereto; (c) to release security; (d) to resort to security in any order; (e) to prepare, execute, file, record or deliver notes, security agreements, schedules, designation statements, financing statements, continuation statements, termination statements, statements of security agreement, applications for registration or like papers to perfect, preserve or release Lender's interest in the Collateral; (f) to take cash, instruments for the payment of money and other property to which Lender is entitled; (g) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Lender, at Lender's sole option, toward repayment of the Indebtedness or replacement of the Account; (h) to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to the Collateral subject hereto; and (i) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Lender as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

8. Payment of Premiums, Taxes, Charges, Liens and Assessments. Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral, and upon the failure of Debtor to do so, Lender at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Lender shall be obligations of Debtor to Lender, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of Section 12 herein, and shall be secured by the Collateral, subject to all terms and conditions of this Agreement.

9. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any representation or warranty made by Debtor herein shall prove to be incorrect in any material respect when made; (b) Debtor shall fail to observe or perform any obligation or agreement contained herein; (c) Lender, in good faith, believes any or all of the Collateral to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value; and (d) any other Default under the Promissory Note or any other Loan Documents.

10. Remedies. Upon the occurrence of any Event of Default, Lender shall have the right to declare immediately due and payable all or any Indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor. Upon such acceleration, Lender may, in addition to all other remedies permitted under this Agreement and the other Loan Documents and at law or equity, apply any sums in the Account to the sums owing under the Loan Documents and any and all obligations of Lender to fund further disbursements under the Loan shall terminate. Lender shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the California Uniform Commercial Code or otherwise provided by law. All rights, powers, privileges, and remedies of Lender shall be cumulative. No delay, failure

or discontinuance of Lender in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Lender of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. While any Event of Default exists: (a) Borrower's right to access the Collateral under Paragraph 6(b) above shall be terminated and Borrower shall have no right to access the Collateral, and (b) at Lender's request, Debtor will assemble and deliver the Collateral, and books and records pertaining thereto, to Lender at a reasonably convenient place designated by Lender and thereafter, Debtor shall not have access to the Collateral. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

11. Disposition of Collateral. Upon the transfer of all or any part of the Indebtedness, Lender may transfer all or any part of the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Lender hereunder with respect to any of the foregoing so transferred; but with respect to any portion of the Collateral not so transferred, Lender shall retain all rights, powers, privileges and remedies herein given. Any proceeds of any disposition of the Collateral, or any part thereof, may be applied by Lender to the payment of expenses incurred by Lender in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Lender toward the payment of the Indebtedness in such order of application as Lender may from time to time elect.

12. Costs, Expenses and Attorneys' Fees. Debtor shall pay to Lender immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees, to include outside counsel fees and all allocated costs of Lender's in-house counsel), incurred by Lender in exercising any right, power, privilege or remedy conferred by this Agreement or in the enforcement thereof, including any of the foregoing incurred in connection with any bankruptcy proceeding relating to Debtor or the valuation of the Collateral, including without limitation, the seeking of relief from or modification of the automatic stay or the negotiation and drafting of a cash Account order. All of the foregoing shall be paid to Lender by Debtor with interest at a rate per annum equal to ten percent (10%).

13. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor and notice of nonpayment are waived with respect to any proceeds to which Lender is entitled hereunder; any right to direct the application of payments of security for Indebtedness of Debtor hereunder, or indebtedness of customers of Debtor, and any right to require proceedings against others or to require exhaustion of security are waived; and consent to extensions, forbearances or alterations of the terms of Indebtedness, the release or substitution of security, and the release of guarantors is given with respect to Proceeds subject to this Agreement; provided however, that in each instance, Lender believes in good faith that the action in question is commercially reasonable in that it does not unreasonably increase the risk of nonpayment of the Indebtedness to which the

action applies. Until all Indebtedness shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any portion of the Collateral or any other security now or hereafter held by Lender.

14. Notices. All notices or demands of any kind which either of the parties hereto may be required or may desire to serve on the other party in connection with this Agreement shall be served in the manner provided in the Promissory Note.

15. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

16. Governing Law; Successors; Assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.

(Signature page follows)

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above.

"LENDER"

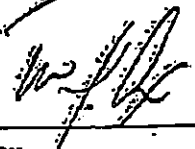
Name:

By: Edward Tang
Name, Title

Lender's Address:
2452 Trenton Ave, Clovis CA 93619

"DEBTOR"

Troy Equipment Leasing LLC

By: 
Name: TJ Cox
Title: Managing Member

Debtor's Address

405 N. I Street
Madera, California 93637
Attention: TJ Cox

EXHIBIT B

PROMISSORY NOTE

\$50,000

October 24, 2013

PROMISSORY NOTE
(Term Loan)

\$50,000.00

Madera, California

Oct 24, 2013

FOR VALUE RECEIVED, the undersigned Troy Equipment Leasing, a California limited liability company ("Borrower"), promise(s) to pay to the order of Robert Tang and/or Virginia Tsai, ("Lender"), located at 7732 Oakshore Dr., Sacramento CA 95831 or at such other place as may be designated in writing by Lender, the principal sum of Fifty Thousand Dollars (\$50,000.00) or so much thereof as may be disbursed by Lender to or for the benefit or account of Borrower, with interest thereon at the per annum rate equal to twelve percent (12%) (based on a 360-day year and charged on the basis of actual days elapsed) in effect from time to time. All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds.

The outstanding principal balance of this Note, together with all accrued and unpaid interest, shall be due and payable in full on the second anniversary of the date first set forth above (the "Maturity Date").

Borrower shall pay semi-annual interest payments to Lender in the amount of \$3,000.00, which amount shall be prorated on a per diem basis for any partial month, commencing on the first day of each calendar month and continuing monthly thereafter until the Maturity Date, at which time all unpaid interest plus all principal owing hereunder shall be due and payable. Any monthly payments required hereunder shall be due and payable on the first day of each month and shall be applied to the outstanding interest balance of this Note. This Note may be pre-paid at any time. Any principal balance reductions may not be re-borrowed.

This Note is secured by, among other things, that certain Security Agreement ("Security Agreement") dated as of even date herewith, executed by Borrower for the benefit of Lender.

If Borrower fails to pay any payment due hereunder, or the final payment due hereunder, within thirty (30) days after its due date, or upon the occurrence of any other Default under this Note or the Security Agreement, then Lender, at its option, may increase the interest rate payable hereunder to five (5) percentage points per annum (the "Default Interest Rate"), such increased rate to apply until such delinquent payment(s) have been paid or such other Default has been cured, as applicable. Acceptance of such late charge and interest at the Default Interest Rate shall not limit the right of Lender to compel performance of any obligation or exercise any other remedies under the terms of this Note or the Security Agreement. Additionally, upon the occurrence of a Default or event that, with the giving of notice or lapse of time, or both, would constitute a Default, and so long as such Default or event that, with the giving of notice or lapse of time, or both, would constitute a Default, remains uncured, Lender shall be entitled to suspend the making of advances under this Note and shall have no obligation to make any further advances under this Note.

If (a) Borrower shall fail to pay when due any sums payable hereunder; or (b) a Default (as defined in the Security Agreement) occurs under the Security Agreement or under any obligation secured thereby; or (c) the property which is subject to the Security Agreement, or any portion thereof or interest therein, is sold, transferred, mortgaged, assigned, encumbered or leased, whether voluntarily or involuntarily or by operation of law or otherwise, other than as expressly permitted by Lender in writing, THEN Lender may, at its sole option, declare all sums owing under this Note immediately due and payable; provided, however, that if any document related to this Note provides for automatic acceleration of payment of sums owing hereunder, all sums owing hereunder shall be automatically due and payable in accordance with the terms of that document.

If any attorney is engaged by Lender to enforce or defend any provision of this Note or the Security Agreement, or as a consequence of any Default, with or without the filing of any legal action or proceeding, then Borrower shall pay to Lender immediately upon demand all attorneys' fees and all costs incurred by Lender in connection therewith, including, any incurred in connection with any bankruptcy proceedings or any appellate proceedings, together with interest thereon from the date of such demand until paid at the rate of interest applicable to the principal balance owing hereunder as if such unpaid attorneys' fees and costs had been added to the principal.

No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Note or the Security Agreement shall constitute a waiver of any breach, default, or failure of condition under this Note, the Security Agreement or the obligations secured thereby. A waiver of any term of this Note, the Security Agreement or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

Time is of the essence with respect to every provision hereof.

This Note shall be deemed to be executed and delivered in the State of California. Borrower (i) agrees that this Note shall be construed according to and governed by the laws of the State of California, (ii) consents to personal jurisdiction in the State of California, and (iii) consents to venue in Fresno County, California, for all actions and proceedings with respect to this Note, and waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

All notices or other communications required or permitted to be given pursuant to this Note shall be given to the Borrower or Lender at the address and in the manner provided for in the Loan Agreement.

This Note and the Security Agreement contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Note and Security Agreement shall not be modified except by written instrument executed by all parties. Any reference to the Note and/or the Security Agreement includes any amendments, renewals or extensions now or hereafter approved by Lender in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date first written above.

"BORROWER"

Troy Equipment Leasing LLC,
a California limited liability company

By: 

Name: TJ Cox

Its: Managing Member

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Robert Tang
7732 Oakshore Dr.
Sacramento, CA 95831

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME TROY EQUIPMENT LEASING LLC	FIRST NAME	MIDDLE NAME	SUFFIX
	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 405 NIST		CITY Madera	STATE CA	POSTAL CODE 93637
ADDITIONAL INFO RE ORGANIZATION DEBTOR		1d. TYPE OF ORGANIZATION LLC	1e. JURISDICTION OF ORGANIZATION California	1f. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
ADDITIONAL INFO RE ORGANIZATION DEBTOR		2d. TYPE OF ORGANIZATION	2e. JURISDICTION OF ORGANIZATION	2f. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR IF) - Insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	3b. INDIVIDUAL'S LAST NAME Tang	Robert		
3c. MAILING ADDRESS 7732 Oakshore Dr		CITY Sacramento	STATE CA	POSTAL CODE 95831

4. THIS FINANCING STATEMENT covers the following collateral:

All assets of Debtor now owned or hereafter acquired, including but not limited to Equipment Schedule attached as Exhibit A, together with all replacements, substitutions and additions thereto and the products and proceeds thereof, located on or related to the operations conducted generally in the United States or Canada.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AGENT <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 (ADDITIONAL FEE) (optional)
8. OPTIONAL FILER REFERENCE DATA	

EXHIBIT A

EQUIPMENT LIST

Troy Equipment Leasing LLC
405 N I St., Madera, CA 93637

Quantity	Make	Model	TAAG #	Serial Number(s)
1	Rock Systems	52"x24" Washing/Screen Plant	DCM01001	407-2
1	Hilachi	2004 ZX450LC Excavator	DCM01035	16J00P00010765
1	Hilachi	2001 EX450LC5 Excavator	DCM01038	16CP008380
1	Hilachi	1996 EX400LC3 Excavator	DCM01026	n/a
1	Hilachi	1995 UH501 Excavator	DCM01002	188
1	Terex	3307 65-ton Rock Truck	DCM01025	71868
1	Terex	3309 65-ton Rock Truck	DCM01003	68141
1	Terex	3309 65-ton Rock Truck	DCM01004	68134
1	Terex	72-61 Front End Loader	DCM01040	n/a
1	Terex	80C Front End Loader	DCM01041	15245582
1	Pearless Page	1980 38' Oilfield Float	DCM01007	n/a
1	Cornell	2008 6 x 8 Pump	DCM01042	n/a
1	Kensworth	C-530 6 x 6 saml	DCM01043	n/a
1	Alice Chalmers	125 KW Generator	DCM01018	670
1	Multiquip	2007 Multiquip 38KW Generator	DCM01016	7203971
1	Lincoln	SA250 Diesel Welder	DCM01005	n/a
1	Cornell	2007 SRB EM16-3 Pump	DCM01028	154041
1	Terex	AL4000 Light Tower	DCM01039	6VF26890
1	Gardner Denver	325 Air Compressor	DCM01037	W24870
1	CarryOn	2007 24' 6th Whl Equip Trailer	DCM01006	n/a
1	Terex	C8 Crawler Tractor	DCM01044	40097
1	Terex	D800 Crawler Tractor	DCM01045	PC82872584
1	Fruehauf	45' Van Trailer	DCM01046	DX2883002
2	n/a	40' Tool Trailer	DCM01047	n/a
1	n/a	48' Tool Trailer	DCM01048	n/a
2	Atco	10' x 40' Camp Trailer	DCM01049	n/a
1	n/a	210 Barrel Fuel Tank	DCM01050	n/a
2	n/a	100 Barrel Fuel Tank	DCM01051	n/a
1	n/a	6000 gallon Fuel Tank	DCM01052	n/a
1	Alla-Fab	1984 4 x 12' x 54' Camp	DCM01053	RB304
5	Yokohama	21 x 35	n/a	n/a
8	Goodyear	12 x 24 tires	n/a	n/a
5	Terex	Rock truck tires	n/a	n/a

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Virginia Tsai
7732 Oakshore Dr.
Sacramento, CA 95831

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME TROY EQUIPMENT LEASING LLC	FIRST NAME	MIDDLE NAME	SUFFIX
	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 405 N 1ST		CITY Madera	STATE CA	POSTAL CODE 93637
ADDL INFO RE ORGANIZATION DEBTOR		1d. TYPE OF ORGANIZATION LLC	1e. JURISDICTION OF ORGANIZATION California	1f. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
ADDL INFO RE ORGANIZATION DEBTOR		2d. TYPE OF ORGANIZATION	2e. JURISDICTION OF ORGANIZATION	2f. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	3b. INDIVIDUAL'S LAST NAME Tsai	Virginia		
3c. MAILING ADDRESS 7732 Oakshore Dr		CITY Sacramento	STATE CA	POSTAL CODE 95831

4. This FINANCING STATEMENT covers the following collateral:

All assets of Debtor now owned or hereafter acquired, including but not limited to Equipment Schedule attached as Exhibit A, together with all replacements, substitutions and additions thereto and the products and proceeds thereof, located on or related to the operations conducted generally in the United States or Canada.

6. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AGENT <input type="checkbox"/> NON-UCC FILING	
7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2.	
8. OPTIONAL FILER REFERENCE DATA	

EXHIBIT A

EQUIPMENT LIST

Troy Equipment Leasing LLC
405 N I St., Madera, CA 93637

Quantity	Make	Model	TAG #	Serial Number(s)
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1	Hitachi	2004 ZX450LC Excavator	DCM01035	16J00P00010765
1	Hitachi	2001 EX450LC6 Excavator	DCM01036	16CP008360
1	Hitachi	1998 EX400LC3 Excavator	DCM01028	n/a
1	Hitachi	1995 UH501 Excavator	DCM01002	186
1	Terex	3307 55-ton Rock Truck	DCM01025	71868
1	Terex	3308 55-ton Rock Truck	DCM01003	68141
1	Terex	3309 55-ton Rock Truck	DCM01004	66134
1	Terex	72-61 Front End Loader	DCM01040	n/a
1	Terex	80C Front End Loader	DCM01041	16245582
1	Peerless Page	1980 38' Oilfield Float	DCM01007	n/a
1	Cornell	2006 6 x 8 Pump	DCM01042	n/a
1	Kenworth	C-500 6 x 8 semi	DCM01043	n/a
1	Alcoa Chalmers	125 KW Generator	DCM01018	670
1	Multiquip	2007 Multiquip 38KW Generator	DCM01016	7203971
1	Lincoln	SA250 Diesel Welder	DCM01005	n/a
1	Cornell	2007 5RB EM16-3 Pump	DCM01028	154041
1	Terex	AL4000 Light Tower	DCM01039	6VF25890
1	Gardner Denver	325 Air Compressor	DCM01037	V124870
1	CarryOn	2007 24' 6th Whl Equip Trailer	DCM01008	n/a
1	Terex	C6 Crawler Tractor	DCM01044	40067
1	Terex	D800 Crawler Tractor	DCM01045	PC82872584
1	Fruehauf	45' Van Trailer	DCM01046	DXZ863002
2	n/a	40' Tool Trailer	DCM01047	n/a
1	n/a	48' Tool Trailer	DCM01048	n/a
2	Alco	10' x 40' Camp Trailer	DCM01049	n/a
1	n/a	210 Barrel Fuel Tank	DCM01050	n/a
2	n/a	100 Barrel Fuel Tank	DCM01051	n/a
1	n/a	5000 gallon Fuel Tank	DCM01052	n/a
1	Alfa-Fab	1994 4 x 12' x 64' Camp	DCM01053	RB304
5	Yokohama	.21 x 35	n/a	n/a
6	Goodyear	12 x 24 tires	n/a	n/a
5	Terex	Rock truck tires	n/a	n/a

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of this 24th day of October, 2013, by and between Troy Equipment Leasing LLC, a California limited liability company ("Debtor"), and Robert Tang and/or Virginia Tsai located at 7732 Oakshore Dr., Sacramento CA 95831 ("Lender").

RECITALS

A. WHEREAS, pursuant to that certain promissory note of even date herewith by and between Debtor and Lender ("Promissory Note"), Lender is making a loan to Debtor in the original face principal amount of Fifty Thousand Dollars (\$50,000.00).

B. This Agreement and the Promissory Note, as they may be modified, amended or supplemented from time to time, will hereinafter be referred to collectively as the "Loan Documents". Capitalized terms not otherwise defined herein shall each have the meaning set forth in the Promissory Note.

C. WHEREAS, Debtor is desirous of securing to Lender the repayment of the indebtedness evidenced by the Note and the performance of the other terms, covenants and agreements contained herein and in the Loan Documents.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lender and Debtor, such parties hereby agree as follows:

Grant of Security Interest. Debtor hereby grants to Lender a security interest in all personal property of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all right, title and interest of Debtor in, to and under the following located on or relating to the property and operations thereon located generally, but not limited to, the area of McDame Creek, British Columbia (collectively, the "Collateral"):

(a) All (i) equipment, including, without limitation, fixtures, (ii) inventory, and (iii) other goods, of any nature whatsoever;

(b) All accounts; all chattel paper; all commercial tort claims and other claims or causes of action; all deposit accounts; all documents; all general intangibles, including, without limitation, all trade secrets, all trademarks, service marks and trade names and associated goodwill, all patents, all copyrights, and all other intellectual property; all software, and all payment intangibles; all instruments; all investment property; all letter of credit rights; all letters of credit; all money; and

(c) To the extent not otherwise described above:

(i) All insurance policies and water stock.

(ii) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals from any real property now or hereafter owned or leased by Debtor and all studies, data and drawings related thereto; and also all contracts and agreements of the Debtor relating to the foregoing plans and specifications or to the foregoing studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from any real property now or hereafter owned or leased by Debtor;

(iii) All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as, by way of example and not as limitation, emissions reduction credits), other credits, waivers and payments, whether in cash or kind, due from or payable by any governmental authority or any insurance or utility company relating to any or all of the personal property or real property now or hereafter owned or leased by Debtor or to any improvements thereon or any of the other collateral described herein or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of the any real property now or hereafter owned by Debtor or the improvements thereon;

(iv) All refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any governmental authority or other entity for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the any personal property or real property now or hereafter owned or leased by Debtor and with respect to any improvements thereon or to any of the other collateral described herein, or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of any real property now or hereafter owned or leased by Debtor or the improvements thereon;

(v) All supporting obligations with respect to any other collateral; and

(vi) All replacements, products and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

(d) All terms used herein which are defined in the California Uniform Commercial Code shall have the same meanings when used herein, unless the context requires otherwise.

2. Obligations Secured. The obligations secured hereby are the payment and performance of (a) all present and future Indebtedness of Debtor to Lender, including, without limitation, all Indebtedness owing, due and/or required under the Promissory Note and this Agreement and (b) all present and future obligations of Debtor to Lender of every other type, kind or character. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, liabilities and monetary and non-monetary obligations of every type and

kind of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly, or whether recovery upon such Indebtedness may be or hereafter become unenforceable.

3. Termination. This Agreement will terminate upon the performance of all obligations of Debtor to Lender, including without limitation, the payment of all Indebtedness of Debtor to Lender existing or committed by Lender at any time.

4. Obligations of Lender. Lender has no obligation to make any loans hereunder. While Debtor is not in default, Lender will, except to the amount of contingent liabilities secured hereby, either release or apply to any debt secured hereby, at Lender's option, all security in the form of cash or irrevocable bank credit. Any sums withheld to secure contingent liabilities may be deposited at Lender's option in a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed a portion of the Account hereunder.

5. Representations and Warranties. Debtor represents and warrants to Lender that: (a) Debtor is the owner and has possession of the Collateral; (b) Debtor has the right to execute and deliver this Agreement, to grant a security interest in the Account, and to otherwise perform in accordance with this Agreement; (c) neither the execution and delivery nor performance of this Agreement by Borrower shall violate, breach or otherwise contravene any agreement, document, instrument, laws or regulation that Borrower is a party to or subject to; (d) Borrower has not sold, conveyed, assigned, pledged, hypothecated, or otherwise transferred any of its right, title or interest in the Collateral to any person or entity other than Lender; (e) the Collateral is genuine, free from liens and other encumbrances, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character; (f) all statements contained herein and, where applicable, in any documents related to the Account are true and complete; and (g) no financing statement covering the Collateral, and naming any secured party other than Lender, is on file in any public office.

6. Covenants of Debtor.

(a) Debtor agrees in general: (i) to pay and perform the Indebtedness secured hereby when due; (ii) to indemnify Lender against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (iii) to pay all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the perfection, preservation, realization, enforcement and exercise of its rights, powers and remedies hereunder; (iv) to permit Lender to exercise its powers; and (v) to execute and deliver such documents as Lender deems necessary to create, perfect and continue the security interests contemplated hereby.

(b) Debtor agrees with regard to the Collateral: (i) not to sell, convey, assign, pledge, hypothecate, or otherwise transfer any right or interest in, or permit any lien on the Collateral or any portion thereof, except in favor of Lender; (ii) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding the Collateral, and to permit Lender to inspect the same and make copies thereof at any reasonable time; (iii) not to commingle the proceeds of the Collateral, or collections thereunder, with other property or

assets; and (iv) to provide any service and do any other acts which may be necessary to keep the Collateral free and clear of all defenses, liens, rights of offset and counterclaims.

7. Powers of Lender. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them, whether or not Debtor is in default: (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise; (b) to give notice of Lender's rights in the Collateral, to enforce the same and make extension agreements with respect thereto; (c) to release security; (d) to resort to security in any order; (e) to prepare, execute, file, record or deliver notes, security agreements, schedules, designation statements, financing statements, continuation statements, termination statements, statements of security agreement, applications for registration or like papers to perfect, preserve or release Lender's interest in the Collateral; (f) to take cash, instruments for the payment of money and other property to which Lender is entitled; (g) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Lender, at Lender's sole option, toward repayment of the Indebtedness or replacement of the Account; (h) to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to the Collateral subject hereto; and (i) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Lender as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

8. Payment of Premiums, Taxes, Charges, Liens and Assessments. Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral, and upon the failure of Debtor to do so, Lender at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Lender shall be obligations of Debtor to Lender, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of Section 12 herein, and shall be secured by the Collateral, subject to all terms and conditions of this Agreement.

9. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any representation or warranty made by Debtor herein shall prove to be incorrect in any material respect when made; (b) Debtor shall fail to observe or perform any obligation or agreement contained herein; (c) Lender, in good faith, believes any or all of the Collateral to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value; and (d) any other Default under the Promissory Note or any other Loan Documents.

10. Remedies. Upon the occurrence of any Event of Default, Lender shall have the right to declare immediately due and payable all or any Indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor. Upon such acceleration, Lender may, in addition to all other remedies permitted under this Agreement and the other Loan Documents and at law or equity, apply any sums in the Account to the sums owing under the Loan Documents and any and all obligations of Lender to fund further disbursements under the Loan

shall terminate. Lender shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the California Uniform Commercial Code or otherwise provided by law. All rights, powers, privileges, and remedies of Lender shall be cumulative. No delay, failure or discontinuance of Lender in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Lender of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. While any Event of Default exists: (a) Borrower's right to access the Collateral under Paragraph 6(b) above shall be terminated and Borrower shall have no right to access the Collateral, and (b) at Lender's request, Debtor will assemble and deliver the Collateral, and books and records pertaining thereto, to Lender at a reasonably convenient place designated by Lender and thereafter, Debtor shall not have access to the Collateral. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

11. Disposition of Collateral. Upon the transfer of all or any part of the Indebtedness, Lender may transfer all or any part of the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Lender hereunder with respect to any of the foregoing so transferred; but with respect to any portion of the Collateral not so transferred, Lender shall retain all rights, powers, privileges and remedies herein given. Any proceeds of any disposition of the Collateral, or any part thereof, may be applied by Lender to the payment of expenses incurred by Lender in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Lender toward the payment of the Indebtedness in such order of application as Lender may from time to time elect.

12. Costs, Expenses and Attorneys' Fees. Debtor shall pay to Lender immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees, to include outside counsel fees and all allocated costs of Lender's in-house counsel, incurred by Lender in exercising any right, power, privilege or remedy conferred by this Agreement or in the enforcement thereof, including any of the foregoing incurred in connection with any bankruptcy proceeding relating to Debtor or the valuation of the Collateral, including without limitation, the seeking of relief from or modification of the automatic stay or the negotiation and drafting of a cash Account order. All of the foregoing shall be paid to Lender by Debtor with interest at a rate per annum equal to ten percent (10%).

13. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor and notice of nonpayment are waived with respect to any proceeds to which Lender is entitled hereunder; any right to direct the application of payments of security for Indebtedness of Debtor hereunder, or indebtedness of customers of Debtor, and any right to require proceedings against others or to require exhaustion of security are waived; and consent to extensions, forbearances or alterations of the terms of Indebtedness, the release or substitution of security, and the release of

guarantors is given with respect to Proceeds subject to this Agreement; provided however, that in each instance, Lender believes in good faith that the action in question is commercially reasonable in that it does not unreasonably increase the risk of nonpayment of the Indebtedness to which the action applies. Until all Indebtedness shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any portion of the Collateral or any other security now or hereafter held by Lender.

14. Notices. All notices or demands of any kind which either of the parties hereto may be required or may desire to serve on the other party in connection with this Agreement shall be served in the manner provided in the Promissory Note.

15. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

16. Governing Law; Successors, Assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.

(Signature page follows)

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above.

"LENDER"

Name:

By: Robert Tang and/or Virginia Tsai

Lender's Address:

7732 Oakshore Dr., Sacramento CA 95831

"DEBTOR"

Troy Equipment Leasing LLC

By: 

Name: TJ Cox

Title: Managing Member

Debtor's Address

405 N. I Street

Madera, California 93637

Attention: TJ Cox

EXHIBIT C

PROMISSORY NOTE

\$50,000

March 4, 2014

PROMISSORY NOTE II
(Term Loan)

\$50,000.00

Madera, California

March 4, 2014

FOR VALUE RECEIVED, the undersigned Troy Equipment Leasing, a California limited liability company ("Borrower"), promise(s) to pay to the order of Robert Tang and/or Virginia Tsai, ("Lender"), located at 7732 Oakshore Dr., Sacramento CA 95831, or at such other place as may be designated in writing by Lender, the principal sum of Fifty Thousand Dollars (\$50,000.00) or so much thereof as may be disbursed by Lender to or for the benefit or account of Borrower, with interest thereon at the per annum rate equal to twelve percent (12%) (based on a 360-day year and charged on the basis of actual days elapsed) in effect from time to time. All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds.

The outstanding principal balance of this Note, together with all accrued and unpaid interest, shall be due and payable in full on the second anniversary of the date first set forth above (the "Maturity Date").

Borrower shall pay semi-annual interest payments on July 15 and December 31 of each year to Lender in the amount of \$3,000.00, which amount shall be prorated on a per diem basis for any partial period. All unpaid interest plus all principal owing hereunder shall be due and payable upon Maturity Date. This Note may be pre-paid at any time. Any principal balance reductions may not be re-borrowed.

This Note is secured by, among other things, that certain Security Agreement ("Security Agreement") dated as of even date herewith, executed by Borrower for the benefit of Lender.

If Borrower fails to pay any payment due hereunder, or the final payment due hereunder, within thirty (30) days after its due date, or upon the occurrence of any other Default under this Note or the Security Agreement, then Lender, at its option, may increase the interest rate payable hereunder to five (5) percentage points per annum (the "Default Interest Rate"); such increased rate to apply until such delinquent payment(s) have been paid or such other Default has been cured, as applicable. Acceptance of such late charge and interest at the Default Interest Rate shall not limit the right of Lender to compel performance of any obligation or exercise any other remedies under the terms of this Note or the Security Agreement. Additionally, upon the occurrence of a Default or event that, with the giving of notice or lapse of time, or both, would constitute a Default, and so long as such Default or event that, with the giving of notice or lapse of time, or both, would constitute a Default, remains uncured, Lender shall be entitled to suspend the making of advances under this Note and shall have no obligation to make any further advances under this Note.

If (a) Borrower shall fail to pay when due any sums payable hereunder; or (b) a Default (as defined in the Security Agreement) occurs under the Security Agreement or under any obligation secured thereby; or (c) the property which is subject to the Security Agreement, or any portion

thereof or interest therein, is sold, transferred, mortgaged, assigned, encumbered or leased, whether voluntarily or involuntarily or by operation of law or otherwise, other than as expressly permitted by Lender in writing; THEN Lender may, at its sole option, declare all sums owing under this Note immediately due and payable; provided, however, that if any document related to this Note provides for automatic acceleration of payment of sums owing hereunder, all sums owing hereunder shall be automatically due and payable in accordance with the terms of that document.

If any attorney is engaged by Lender to enforce or defend any provision of this Note or the Security Agreement, or as a consequence of any Default, with or without the filing of any legal action or proceeding, then Borrower shall pay to Lender immediately upon demand all attorneys' fees and all costs incurred by Lender in connection therewith, including, any incurred in connection with any bankruptcy proceedings or any appellate proceedings, together with interest thereon from the date of such demand until paid at the rate of interest applicable to the principal balance owing hereunder as if such unpaid attorneys' fees and costs had been added to the principal.

No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Note or the Security Agreement shall constitute a waiver of any breach, default, or failure of condition under this Note, the Security Agreement or the obligations secured thereby. A waiver of any term of this Note, the Security Agreement or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

Time is of the essence with respect to every provision hereof.

This Note shall be deemed to be executed and delivered in the State of California. Borrower (i) agrees that this Note shall be construed according to and governed by the laws of the State of California, (ii) consents to personal jurisdiction in the State of California, and (iii) consents to venue in Fresno County, California, for all actions and proceedings with respect to this Note, and waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

All notices or other communications required or permitted to be given pursuant to this Note shall be given to the Borrower or Lender at the address and in the manner provided for in the Loan Agreement.

This Note and the Security Agreement contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Note and Security Agreement shall not be modified except by written instrument executed by all parties. Any reference to the Note and/or the Security Agreement includes any amendments, renewals or extensions now or hereafter approved by Lender in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date first written above.

"BORROWER"

Troy Equipment Leasing LLC,
a California limited liability company

By: _____

Name: TJ Cox

Its: Managing Member

SECURITY AGREEMENT II

THIS SECURITY AGREEMENT (this "Agreement") is made as of this 4th day of March 2014, by and between Troy Equipment Leasing LLC, a California limited liability company ("Debtor"), and Robert Tang and/or Virginia Tsai located at 7732 Oakshore Dr., Sacramento CA 95831 ("Lender").

RECITALS

A. WHEREAS, pursuant to that certain promissory note of even date herewith by and between Debtor and Lender ("Promissory Note II"), Lender is making a loan to Debtor in the original face principal amount of Fifty Thousand Dollars (\$50,000.00).

B. This Agreement and the Promissory Note, as they may be modified, amended or supplemented from time to time, will hereinafter be referred to collectively as the "Loan Documents". Capitalized terms not otherwise defined herein shall each have the meaning set forth in the Promissory Note.

C. WHEREAS, Debtor is desirous of securing to Lender the repayment of the indebtedness evidenced by the Note and the performance of the other terms, covenants and agreements contained herein and in the Loan Documents.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lender and Debtor, such parties hereby agree as follows:

Grant of Security Interest. Debtor hereby grants to Lender a security interest in all personal property of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all right, title and interest of Debtor in, to and under the following located on or relating to the property and operations thereon located generally, but not limited to, the area of McDame Creek, British Columbia (collectively, the "Collateral"):

(a) All (i) equipment, including, without limitation, fixtures, (ii) inventory, and (iii) other goods, of any nature whatsoever;

(b) All accounts; all chattel paper; all commercial tort claims and other claims or causes of action; all deposit accounts; all documents; all general intangibles, including, without limitation, all trade secrets, all trademarks, service marks and trade names and associated goodwill, all patents, all copyrights, and all other intellectual property, all software, and all payment intangibles; all instruments; all investment property; all letter of credit rights; all letters of credit; all money; and

(c) To the extent not otherwise described above:

(i) All insurance policies and water stock

(ii) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals

from any real property now or hereafter owned or leased by Debtor and all studies, data and drawings related thereto; and also all contracts and agreements of the Debtor relating to the foregoing plans and specifications or to the foregoing studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from any real property now or hereafter owned or leased by Debtor;

(iii) All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as, by way of example and not as limitation, emissions reduction credits), other credits, waivers and payments, whether in cash or kind, due from or payable by any governmental authority or any insurance or utility company relating to any or all of the personal property or real property now or hereafter owned or leased by Debtor or to any improvements thereon or any of the other collateral described herein or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of the any real property now or hereafter owned by Debtor or the improvements thereon;

(iv) All refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any governmental authority or other entity for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the any personal property or real property now or hereafter owned or leased by Debtor and with respect to any improvements thereon or to any of the other collateral described herein, or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of any real property now or hereafter owned or leased by Debtor or the improvements thereon;

(v) All supporting obligations with respect to any other collateral; and

(vi) All replacements, products and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

(d) All terms used herein which are defined in the California Uniform Commercial Code shall have the same meanings when used herein, unless the context requires otherwise.

2. Obligations Secured. The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Lender, including, without limitation, all Indebtedness owing, due and/or required under the Promissory Note and this Agreement and (b) all present and future obligations of Debtor to Lender of every other type, kind or character. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, liabilities and monetary and non-monetary obligations of every type and kind of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable

individually or jointly, or whether recovery upon such Indebtedness may be or hereafter become unenforceable.

3. Termination. This Agreement will terminate upon the performance of all obligations of Debtor to Lender, including without limitation, the payment of all Indebtedness of Debtor to Lender existing or committed by Lender at any time.

4. Obligations of Lender. Lender has no obligation to make any loans hereunder. While Debtor is not in default, Lender will, except to the amount of contingent liabilities secured hereby, either release or apply to any debt secured hereby, at Lender's option, all security in the form of cash or irrevocable bank credit. Any sums withheld to secure contingent liabilities may be deposited at Lender's option in a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed a portion of the Account hereunder.

5. Representations and Warranties. Debtor represents and warrants to Lender that: (a) Debtor is the owner and has possession of the Collateral; (b) Debtor has the right to execute and deliver this Agreement, to grant a security interest in the Account, and to otherwise perform in accordance with this Agreement; (c) neither the execution and delivery nor performance of this Agreement by Borrower shall violate, breach or otherwise contravene any agreement, document, instrument, laws or regulation that Borrower is a party to or subject to; (d) Borrower has not sold, conveyed, assigned, pledged, hypothecated, or otherwise transferred any of its right, title or interest in the Collateral to any person or entity other than Lender; (e) the Collateral is genuine, free from liens and other encumbrances, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character; (f) all statements contained herein and, where applicable, in any documents related to the Account are true and complete; and (g) no financing statement covering the Collateral, and naming any secured party other than Lender, is on file in any public office.

6. Covenants of Debtor.

(a) Debtor agrees in general: (i) to pay and perform the Indebtedness secured hereby when due; (ii) to indemnify Lender against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (iii) to pay all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the perfection, preservation, realization, enforcement and exercise of its rights, powers and remedies hereunder; (iv) to permit Lender to exercise its powers; and (v) to execute and deliver such documents as Lender deems necessary to create, perfect and continue the security interests contemplated hereby.

(b) Debtor agrees with regard to the Collateral: (i) not to sell, convey, assign, pledge, hypothecate, or otherwise transfer any right or interest in, or permit any lien on the Collateral or any portion thereof, except in favor of Lender; (ii) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding the Collateral, and to permit Lender to inspect the same and make copies thereof at any reasonable time; (iii) not to commingle the proceeds of the Collateral, or collections thereunder, with other property or assets; and (iv) to provide any service and do any other acts which may be necessary to keep the Collateral free and clear of all defenses, liens, rights of offset and counterclaims.

7. Powers of Lender. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them, whether or not Debtor is in default: (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise; (b) to give notice of Lender's rights in the Collateral, to enforce the same and make extension agreements with respect thereto; (c) to release security; (d) to resort to security in any order; (e) to prepare, execute, file, record or deliver notes, security agreements, schedules, designation statements, financing statements, continuation statements, termination statements, statements of security agreement, applications for registration or like papers to perfect, preserve or release Lender's interest in the Collateral; (f) to take cash, instruments for the payment of money and other property to which Lender is entitled; (g) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Lender, at Lender's sole option, toward repayment of the Indebtedness or replacement of the Account; (h) to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to the Collateral subject hereto; and (i) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Lender as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

8. Payment of Premiums, Taxes, Charges, Liens and Assessments. Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral, and upon the failure of Debtor to do so, Lender at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Lender shall be obligations of Debtor to Lender, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of Section 12 herein, and shall be secured by the Collateral, subject to all terms and conditions of this Agreement.

9. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any representation or warranty made by Debtor herein shall prove to be incorrect in any material respect when made; (b) Debtor shall fail to observe or perform any obligation or agreement contained herein; (c) Lender, in good faith, believes any or all of the Collateral to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value; and (d) any other Default under the Promissory Note or any other Loan Documents.

10. Remedies. Upon the occurrence of any Event of Default, Lender shall have the right to declare immediately due and payable all or any Indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor. Upon such acceleration, Lender may, in addition to all other remedies permitted under this Agreement and the other Loan Documents and at law or equity, apply any sums in the Account to the sums owing under the Loan Documents and any and all obligations of Lender to fund further disbursements under the Loan shall terminate. Lender shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the California Uniform Commercial Code or otherwise provided by law. All rights, powers, privileges, and remedies of Lender shall be cumulative. No delay, failure

or discontinuance of Lender in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Lender of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. While any Event of Default exists: (a) Borrower's right to access the Collateral under Paragraph 6(b) above shall be terminated and Borrower shall have no right to access the Collateral, and (b) at Lender's request, Debtor will assemble and deliver the Collateral, and books and records pertaining thereto, to Lender at a reasonably convenient place designated by Lender and thereafter, Debtor shall not have access to the Collateral. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

11. Disposition of Collateral. Upon the transfer of all or any part of the Indebtedness, Lender may transfer all or any part of the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Lender hereunder with respect to any of the foregoing so transferred; but with respect to any portion of the Collateral not so transferred, Lender shall retain all rights, powers, privileges and remedies herein given. Any proceeds of any disposition of the Collateral, or any part thereof, may be applied by Lender to the payment of expenses incurred by Lender in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Lender toward the payment of the Indebtedness in such order of application as Lender may from time to time elect.

12. Costs, Expenses and Attorneys' Fees. Debtor shall pay to Lender immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees, to include outside counsel fees and all allocated costs of Lender's in-house counsel), incurred by Lender in exercising any right, power, privilege or remedy conferred by this Agreement or in the enforcement thereof, including any of the foregoing incurred in connection with any bankruptcy proceeding relating to Debtor or the valuation of the Collateral, including without limitation, the seeking of relief from or modification of the automatic stay or the negotiation and drafting of a cash Account order. All of the foregoing shall be paid to Lender by Debtor with interest at a rate per annum equal to ten percent (10%).

13. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor and notice of nonpayment are waived with respect to any proceeds to which Lender is entitled hereunder; any right to direct the application of payments of security for Indebtedness of Debtor hereunder, or indebtedness of customers of Debtor, and any right to require proceedings against others or to require exhaustion of security are waived; and consent to extensions, forbearances or alterations of the terms of Indebtedness, the release or substitution of security, and the release of guarantors is given with respect to Proceeds subject to this Agreement; provided however, that in each instance, Lender believes in good faith that the action in question is commercially reasonable in that it does not unreasonably increase the risk of nonpayment of the Indebtedness to which the

action applies. Until all Indebtedness shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any portion of the Collateral or any other security now or hereafter held by Lender.

14. Notices. All notices or demands of any kind which either of the parties hereto may be required or may desire to serve on the other party in connection with this Agreement shall be served in the manner provided in the Promissory Note.

15. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

16. Governing Law, Successors, Assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.

(Signature page follows)

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above.

"LENDER"

Name:

By: Robert Tang and/or Virginia Tsai

Lender's Address:

7732 Oakshore Dr., Sacramento CA 95831

"DEBTOR"

Troy Equipment Leasing LLC

By: _____

Name: TJ Cox

Title: Managing Member

Debtor's Address

405 N. I Street
Madera, California 93637
Attention: TJ Cox

SECURITY AGREEMENT II

THIS SECURITY AGREEMENT (this "Agreement") is made as of this 4th day of March 2014, by and between Troy Equipment Leasing LLC, a California limited liability company ("Debtor"), and Robert Tang and/or Virginia Tsai located at 7732 Oakshore Dr., Sacramento CA 95831 ("Lender").

RECITALS

A. WHEREAS, pursuant to that certain promissory note of even date herewith by and between Debtor and Lender ("Promissory Note II"), Lender is making a loan to Debtor in the original face principal amount of Fifty Thousand Dollars (\$50,000.00).

B. This Agreement and the Promissory Note, as they may be modified, amended or supplemented from time to time, will hereinafter be referred to collectively as the "Loan Documents". Capitalized terms not otherwise defined herein shall each have the meaning set forth in the Promissory Note.

C. WHEREAS, Debtor is desirous of securing to Lender the repayment of the indebtedness evidenced by the Note and the performance of the other terms, covenants and agreements contained herein and in the Loan Documents.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lender and Debtor, such parties hereby agree as follows:

Grant of Security Interest. Debtor hereby grants to Lender a security interest in all personal property of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all right, title and interest of Debtor in, to and under the following located on or relating to the property and operations thereon located generally, but not limited to, the area of McDame Creek, British Columbia (collectively, the "Collateral"):

(a) All (i) equipment, including, without limitation, fixtures, (ii) inventory, and (iii) other goods, of any nature whatsoever;

(b) All accounts; all chattel paper; all commercial tort claims and other claims or causes of action; all deposit accounts; all documents; all general intangibles, including, without limitation, all trade secrets, all trademarks, service marks and trade names and associated goodwill, all patents, all copyrights, and all other intellectual property, all software, and all payment intangibles; all instruments; all investment property; all letter of credit rights; all letters of credit; all money; and.

(c) To the extent not otherwise described above:

(i) All insurance policies and water stock.

(ii) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals

from any real property now or hereafter owned or leased by Debtor and all studies, data and drawings related thereto; and also all contracts and agreements of the Debtor relating to the foregoing plans and specifications or to the foregoing studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from any real property now or hereafter owned or leased by Debtor;

(iii) All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as, by way of example and not as limitation, emissions reduction credits), other credits, waivers and payments, whether in cash or kind, due from or payable by any governmental authority or any insurance or utility company relating to any or all of the personal property or real property now or hereafter owned or leased by Debtor or to any improvements thereon or any of the other collateral described herein or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of the any real property now or hereafter owned by Debtor or the improvements thereon;

(iv) All refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any governmental authority or other entity for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the any personal property or real property now or hereafter owned or leased by Debtor and with respect to any improvements thereon or to any of the other collateral described herein, or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of any real property now or hereafter owned or leased by Debtor or the improvements thereon;

(v) All supporting obligations with respect to any other collateral; and

(vi) All replacements, products and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

(d) All terms used herein which are defined in the California Uniform Commercial Code shall have the same meanings when used herein, unless the context requires otherwise.

2. Obligations Secured. The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Lender, including, without limitation, all Indebtedness owing, due and/or required under the Promissory Note and this Agreement and (b) all present and future obligations of Debtor to Lender of every other type, kind or character. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, liabilities and monetary and non-monetary obligations of every type and kind of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable

individually or jointly, or whether recovery upon such Indebtedness may be or hereafter become unenforceable.

3. Termination. This Agreement will terminate upon the performance of all obligations of Debtor to Lender, including without limitation, the payment of all Indebtedness of Debtor to Lender existing or committed by Lender at any time.

4. Obligations of Lender. Lender has no obligation to make any loans hereunder. While Debtor is not in default, Lender will, except to the amount of contingent liabilities secured hereby, either release or apply to any debt secured hereby, at Lender's option, all security in the form of cash or irrevocable bank credit. Any sums withheld to secure contingent liabilities may be deposited at Lender's option in a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed a portion of the Account hereunder.

5. Representations and Warranties. Debtor represents and warrants to Lender that: (a) Debtor is the owner and has possession of the Collateral; (b) Debtor has the right to execute and deliver this Agreement; to grant a security interest in the Account, and to otherwise perform in accordance with this Agreement; (c) neither the execution and delivery nor performance of this Agreement by Borrower shall violate, breach or otherwise contravene any agreement, document, instrument, laws or regulation that Borrower is a party to or subject to; (d) Borrower has not sold, conveyed, assigned, pledged, hypothecated, or otherwise transferred any of its right, title or interest in the Collateral to any person or entity other than Lender; (e) the Collateral is genuine, free from liens and other encumbrances, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character; (f) all statements contained herein and, where applicable, in any documents related to the Account are true and complete; and (g) no financing statement covering the Collateral, and naming any secured party other than Lender, is on file in any public office.

6. Covenants of Debtor.

(a) Debtor agrees in general: (i) to pay and perform the Indebtedness secured hereby when due; (ii) to indemnify Lender against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (iii) to pay all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the perfection, preservation, realization, enforcement and exercise of its rights, powers and remedies hereunder; (iv) to permit Lender to exercise its powers; and (v) to execute and deliver such documents as Lender deems necessary to create, perfect and continue the security interests contemplated hereby.

(b) Debtor agrees with regard to the Collateral: (i) not to sell, convey, assign, pledge, hypothecate, or otherwise transfer any right or interest in, or permit any lien on the Collateral or any portion thereof, except in favor of Lender; (ii) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding the Collateral, and to permit Lender to inspect the same and make copies thereof at any reasonable time; (iii) not to commingle the proceeds of the Collateral, or collections thereunder, with other property or assets; and (iv) to provide any service and do any other acts which may be necessary to keep the Collateral free and clear of all defenses, liens, rights of offset and counterclaims.

7. Powers of Lender. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them, whether or not Debtor is in default: (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise; (b) to give notice of Lender's rights in the Collateral, to enforce the same and make extension agreements with respect thereto; (c) to release security; (d) to resort to security in any order; (e) to prepare, execute, file, record or deliver notes, security agreements, schedules, designation statements, financing statements, continuation statements, termination statements, statements of security agreement, applications for registration or like papers to perfect, preserve or release Lender's interest in the Collateral; (f) to take cash, instruments for the payment of money and other property to which Lender is entitled; (g) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Lender, at Lender's sole option, toward repayment of the Indebtedness or replacement of the Account; (h) to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to the Collateral subject hereto; and (i) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Lender as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

8. Payment of Premiums, Taxes, Charges, Liens and Assessments. Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral, and upon the failure of Debtor to do so, Lender at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Lender shall be obligations of Debtor to Lender, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of Section 12 herein, and shall be secured by the Collateral, subject to all terms and conditions of this Agreement.

9. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any representation or warranty made by Debtor herein shall prove to be incorrect in any material respect when made; (b) Debtor shall fail to observe or perform any obligation or agreement contained herein; (c) Lender, in good faith, believes any or all of the Collateral to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value; and (d) any other Default under the Promissory Note or any other Loan Documents.

10. Remedies. Upon the occurrence of any Event of Default, Lender shall have the right to declare immediately due and payable all or any Indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor. Upon such acceleration, Lender may, in addition to all other remedies permitted under this Agreement and the other Loan Documents and at law or equity, apply any sums in the Account to the sums owing under the Loan Documents and any and all obligations of Lender to fund further disbursements under the Loan Documents shall terminate. Lender shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the California Uniform Commercial Code or otherwise provided by law. All rights, powers, privileges, and remedies of Lender shall be cumulative. No delay, failure

or discontinuance of Lender in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Lender of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. While any Event of Default exists: (a) Borrower's right to access the Collateral under Paragraph 6(b) above shall be terminated and Borrower shall have no right to access the Collateral, and (b) at Lender's request, Debtor will assemble and deliver the Collateral, and books and records pertaining thereto, to Lender at a reasonably convenient place designated by Lender and thereafter, Debtor shall not have access to the Collateral. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

11. Disposition of Collateral. Upon the transfer of all or any part of the Indebtedness, Lender may transfer all or any part of the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Lender hereunder with respect to any of the foregoing so transferred; but with respect to any portion of the Collateral not so transferred, Lender shall retain all rights, powers, privileges and remedies herein given. Any proceeds of any disposition of the Collateral, or any part thereof, may be applied by Lender to the payment of expenses incurred by Lender in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Lender toward the payment of the Indebtedness in such order of application as Lender may from time to time elect.

12. Costs, Expenses and Attorneys' Fees. Debtor shall pay to Lender immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees, to include outside counsel fees and all allocated costs of Lender's in-house counsel), incurred by Lender in exercising any right, power, privilege or remedy conferred by this Agreement or in the enforcement thereof, including any of the foregoing incurred in connection with any bankruptcy proceeding relating to Debtor or the valuation of the Collateral, including without limitation, the seeking of relief from or modification of the automatic stay or the negotiation and drafting of a cash Account order. All of the foregoing shall be paid to Lender by Debtor with interest at a rate per annum equal to ten percent (10%).

13. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor and notice of nonpayment are waived with respect to any proceeds to which Lender is entitled hereunder; any right to direct the application of payments of security for Indebtedness of Debtor, hereunder, or indebtedness of customers of Debtor, and any right to require proceedings against others or to require exhaustion of security are waived; and consent to extensions, forbearances or alterations of the terms of Indebtedness, the release or substitution of security, and the release of guarantors is given with respect to Proceeds subject to this Agreement; provided however, that in each instance, Lender believes in good faith that the action in question is commercially reasonable in that it does not unreasonably increase the risk of nonpayment of the Indebtedness to which the

action applies. Until all Indebtedness shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any portion of the Collateral or any other security now or hereafter held by Lender.

14. Notices. All notices or demands of any kind which either of the parties hereto may be required or may desire to serve on the other party in connection with this Agreement shall be served in the manner provided in the Promissory Note.

15. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

16. Governing Law; Successors, Assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.

(Signature page follows)

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above.

"LENDER"

Name:

By: Robert Tang and/or Virginia Tsai

Lender's Address:

7732 Oakshore Dr., Sacramento CA 95831

"DEBTOR"

Troy Equipment Leasing LLC

By: _____

Name: TJ Cox

Title: Managing Member

Debtor's Address

405 N. I Street
Madera, California 93637
Attention: TJ Cox

EXHIBIT A

EQUIPMENT LIST

Troy Equipment Leasing LLC
405 N I St., Madera, CA 93637

Quantity	Make	Model	TAAG #	Serial Number(s)
1	Rock Systems	52" x 24" Washing/Screen Plant	DCM01001	407-2.
1	Hitachi	2004 ZX450LC Excavator	DCM01035	16J00P00010765
1	Hitachi	2001 EX450LC5 Excavator	DCM01036	16CP008360
1	Hitachi	1996 EX400LC3 Excavator	DCM01026	n/a
1	Hitachi	1995 UH501 Excavator	DCM01002	186
1	Terex	3307 65-ton Rock Truck	DCM01025	71866
1	Terex	3309 65-ton Rock Truck	DCM01003	66141
1	Terex	3309 65-ton Rock Truck	DCM01004	66134
1	Terex	72-61 Front End Loader	DCM01040	n/a
1	Terex	90C Front End Loader	DCM01041	15245582
1	Peerless Page	1980 38' Oilfield Floal	DCM01007	n/a
1	Cornell	2006 6 x 8 Pump	DCM01042	n/a
1	Kenworth	C-500-6 x 6 semi	DCM01043	n/a
1	Alice Chalmers	125 KW Generator	DCM01018	670
1	Multiquip	2007 Multiquip 36KW Generator	DCM01016	7203971
1	Lincoln	SA250 Diesel Welder	DCM01005	n/a
1	Cornell	2007 5RB EM16-3 Pump	DCM01028	154041
1	Terex	AL4000 Light Tower	DCM01039	6VP26990
1	Gardner Denver	325 Air Compressor	DCM01037	W24870
1	CarryOn	2007 24' 5th Whl Equip Trailer	DCM01006	n/a
1	Terex	C6 Crawler Tractor	DCM01044	40067
1	Terex	B800 Crawler Tractor	DCM01045	PC82872584
1	Fruehauf	45' Van Trailer	DCM01046	DX2883002
2	n/a	40' Tool Trailer	DCM01047	n/a
1	n/a	48' Tool Trailer	DCM01048	n/a
2	Alco	10' x 40' Camp Trailer	DCM01049	n/a
1	n/a	210 Barrel Fuel Tank	DCM01050	n/a
2	n/a	100 Barrel Fuel Tank	DCM01051	n/a
1	n/a	5000 gallon Fuel Tank	DCM01052	n/a
1	Alta-Fab	1894 4 x 12' x 54' Camp	DCM01053	RB304
5	Yokohama	21" x 35	n/a	n/a
6	Goodyear	12 x 24' tires	n/a	n/a
5	Terex	Rock truck tires	n/a	n/a
1	Terex	Terex 3307 D 45 Ton Rock Truck	DCM01054	T41098
1	Terex	Terex 3307 D 45 Ton Rock Truck	DCM01055	HH41045

EXHIBIT D

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Agreement" and/or "Guaranty"), effective as of September 1, 2019, is made by and between Terrance John Cox ("Guarantor") in favor of Edward Tang, Robert Tang and Virginia Tang (collectively referred to herein as "Creditors" and individually as "Creditor"). Guarantor and Creditors are also collectively referred to herein as "Parties" and individually as a "Party."

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Troy Equipment Leasing, LLC, a California limited liability company, has executed the following Promissory Notes:

- Promissory Note dated October 21, 2013 in the principal amount of \$50,000.00 in favor of Edward Tang, a copy of which is attached hereto, marked Exhibit A and fully incorporated by reference herein;
- Promissory Note dated October 24, 2013 in the principal amount of \$50,000.00 in favor of Robert Tang and Virginia Tsai, a copy of which is attached hereto, marked Exhibit B and fully incorporated by reference herein; and
- Promissory Note dated March 4, 2014 in the principal amount of \$50,000.00 in favor of Robert Tang and Virginia Tsai, a copy of which is attached hereto, marked Exhibit C and fully incorporated by reference herein.

B. Guarantor executed each of the above referenced Promissory Notes as the managing member of Troy Equipment Leasing, LLC.

C. Guarantor has agreed to personally guarantee the obligations of Troy Equipment Leasing, LLC under and pursuant to each of the above referenced Promissory Notes.

D. Creditors have agreed to forbear enforcement of each of the Promissory Notes until October 31, 2019.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Guarantee. Guarantor hereby absolutely and unconditionally guarantees the payment, in full, of the principal sum of each of the above referenced Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Creditors in the collection of each of said Promissory Notes.

2. Forbearance of Enforcement. Creditors agree to forbear enforcement and collection of each of the above referenced Promissory Notes until October 31, 2019. Should Troy Equipment Leasing, LLC fail to pay on or before October 31, 2019, all sums due under the terms of each of the above referenced Promissory Notes held by each Creditor, Guarantor agrees to pay on demand all sums due or to become due under each of the above referenced Promissory Notes as well as all attorneys' fees and expenses incurred by Creditors in the enforcement and collection of said Promissory Notes.

3. Waiver of Defenses. The obligations hereunder are unconditional and independent of the obligations of Troy Equipment Leasing, LLC, and a separate action or actions may be brought and prosecuted against Guarantor, whether such action is brought against Troy Equipment Leasing, LLC or whether Troy Equipment Leasing, LLC is joined in any such action or actions. Guarantor hereby waives and relinquishes all rights and remedies accorded by applicable law to Guarantor, including but not limited to, the rights and defenses described in California Civil Code sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2855 and 2856, and agrees not to assert or take advantage of any such rights or remedies, including without limitation (a) any right to require Creditors to proceed against Troy Equipment Leasing, LLC or any other person; (b) any right to require Creditors to proceed against or exhaust any security held by Creditors at any time or to pursue any other remedy in Creditors' power before proceeding against Guarantor; (c) any defense based on any statute of limitations or other argument that an action to enforce the above referenced Promissory Notes is time barred; (d) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither in amount nor in other respects more burdensome than that of the principal; and (e) any duty on the part of Creditors to disclose to Guarantor any facts Creditors may now or hereafter know about Troy Equipment Leasing, LLC, regardless of whether Creditors have reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, because Guarantor acknowledges that he is fully responsible for being and keeping informed of the financial condition of Troy Equipment Leasing, LLC and of all circumstances bearing on the risk of non-payment of any obligations hereby guaranteed. Guarantor waives all demands for performance, notices or non-performance, protests, and notices of protest.

4. Successors and Assigns. This Guaranty shall inure to the benefit of Creditors, their successors and assigns, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor. This Guaranty may without notice be assigned by Creditors and, when so assigned, Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of Guarantor hereunder.

5. Attorneys' Fees. The prevailing party in any litigation arising from or relating to this Guaranty, or in connection with the enforcement of this Guaranty, shall be entitled to recover its reasonable attorneys' fees and costs incurred herein.

6. Notices. Any notice, demand, request or other communication with respect to this Guaranty which Guarantor or Creditors may desire to give or serve shall be in writing, be registered or certified mail, postage prepaid, return receipt requested, by facsimile or by personal service (including express or courier service) and addressed as follows:

To Creditors: Edward Tang, Robert Tang and Virginia Tsai
Attention: Louis J. Anapolsky
Knox, Lemmon & Anapolsky, LLP
2339 Gold Meadow Way, Ste. 205
Gold River, CA. 95670

To Guarantor: Terrance John Cox
Attention: David Weiland
Coleman & Horowitz, LLP
499 W. Shaw Avenue, Ste. 116
Fresno, CA 93704

7. Continuing Guaranty. Guarantor acknowledges that this is a continuing guaranty agreement and that Guarantor promises to guarantee payment under each and every renewal or extension of the loan(s) under each and every renewal, modification or extension of the above referenced Promissory Notes. Guarantor authorizes Creditors, without notice or demand, from time to time, to renew, compromise, extend, accelerate or otherwise change the terms for payment under the above referenced Promissory Notes as Creditors deem advisable, without in any way or respect, impairing, affecting, reducing or releasing Guarantor for his undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

8. Miscellaneous.

(a) This Guaranty shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such state. Guarantor hereby consents to the jurisdiction of any competent court within the State of California and consent to service of process by any means authorized by California law in any action brought under or arising out of this Guaranty.

(b) Except as provided in any other written agreement now or at any time hereafter in force between Creditors and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Creditors with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Creditors unless expressed herein.

(c) No provision of this Guaranty or right granted to Creditors hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by the Creditors.

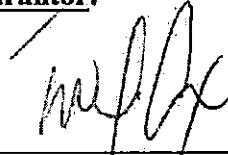
(d) Creditors need not inquire into the power of Guarantor or his authority in entering into this Guaranty.

(e) The headings of this Guaranty are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

(f) If any provision of this Guaranty is held to be invalid by a court of competent jurisdiction, the remainder of this Guaranty shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Guarantor:

A handwritten signature in dark ink, appearing to read "Terrance John Cox", is written over a horizontal line.

Terrance John Cox

EXHIBIT E

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Agreement" and/or "Guaranty"), effective as of September 1, 2019, is made by and between Kathleen Murphy ("Guarantor") in favor of Edward Tang, Robert Tang and Virginia Tang (collectively referred to herein as "Creditors" and individually as "Creditor"). Guarantor and Creditors are also collectively referred to herein as "Parties" and individually as a "Party."

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Troy Equipment Leasing, LLC, a California limited liability company, has executed the following Promissory Notes:

- Promissory Note dated October 21, 2013 in the principal amount of \$50,000.00 in favor of Edward Tang, a copy of which is attached hereto, marked Exhibit A and fully incorporated by reference herein;
- Promissory Note dated October 24, 2013 in the principal amount of \$50,000.00 in favor of Robert Tang and Virginia Tsai, a copy of which is attached hereto, marked Exhibit B and fully incorporated by reference herein; and
- Promissory Note dated March 4, 2014 in the principal amount of \$50,000.00 in favor of Robert Tang and Virginia Tsai, a copy of which is attached hereto, marked Exhibit C and fully incorporated by reference herein.

B. Terrence John Cox executed each of the above referenced Promissory Notes as the managing member of Troy Equipment Leasing, LLC.

C. Guarantor has agreed to personally guarantee the obligations of Troy Equipment Leasing, LLC under and pursuant to each of the above referenced Promissory Notes.

D. Creditors have agreed to forbear enforcement of each of the Promissory Notes until October 31, 2019.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Guarantee. Guarantor hereby absolutely and unconditionally guarantees the payment, in full, of the principal sum of each of the above referenced Promissory Notes dated October 21, 2013, October 24, 2013 and March 4, 2014, together with all attorneys' fees and expenses incurred by Creditors in the collection of each of said Promissory Notes.

2. Forbearance of Enforcement. Creditors agree to forbear enforcement and collection of each of the above referenced Promissory Notes until October 31, 2019. Should Troy Equipment Leasing, LLC fail to pay on or before October 31, 2019, all sums due under the terms of each of the above referenced Promissory Notes held by each Creditor, Guarantor agrees to pay on demand all sums due or to become due under each of the above referenced Promissory Notes as well as all attorneys' fees and expenses incurred by Creditors in the enforcement and collection of said Promissory Notes.

3. Waiver. The obligations hereunder are unconditional and independent of the obligations of Troy Equipment Leasing, LLC, and a separate action or actions may be brought and prosecuted against Guarantor, whether such action is brought against Troy Equipment Leasing, LLC or whether Troy Equipment Leasing, LLC is joined in any such action or actions. Guarantor hereby waives and relinquishes all rights and remedies accorded by applicable law to Guarantor, including but not limited to, the rights and defenses described in California Civil Code sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2855 and 2856, and agrees not to assert or take advantage of any such rights or remedies, including without limitation (a) any right to require Creditors to proceed against Troy Equipment Leasing, LLC or any other person; (b) any right to require Creditors to proceed against or exhaust any security held by Creditors at any time or to pursue any other remedy in Creditors' power before proceeding against Guarantor; (c) any defense based on any statute of limitations or other argument that an action to enforce the above referenced Promissory Notes is time barred; (d) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither in amount nor in other respects more burdensome than that of the principal; and (e) any duty on the part of Creditors to disclose to Guarantor any facts Creditors may now or hereafter know about Troy Equipment Leasing, LLC, regardless of whether Creditors have reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, because Guarantor acknowledges that he is fully responsible for being and keeping informed of the financial condition of Troy Equipment Leasing, LLC and of all circumstances bearing on the risk of non-payment of any obligations hereby guaranteed. Guarantor waives all demands for performance, notices of non-performance, protests, and notices of protest.

4. Successors and Assigns. This Guaranty shall inure to the benefit of Creditors, their successors and assigns, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor. This Guaranty may without notice be assigned by Creditors and, when so assigned, Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of Guarantor hereunder.

5. Attorneys' Fees. The prevailing party in any litigation arising from or relating to this Guaranty, or in connection with the enforcement of this Guaranty, shall be entitled to recover its reasonable attorneys' fees and costs incurred herein.

6. Notices. Any notice, demand, request or other communication with respect to this Guaranty which Guarantor or Creditors may desire to give or serve shall be in writing, be registered or certified mail, postage prepaid, return receipt requested, by facsimile or by personal service (including express or courier service) and addressed as follows:

To Creditors: Edward Tang, Robert Tang and Virginia Tsai
Attention: Louis J. Anapolsky
Knox, Lemmon & Anapolsky, LLP
2339 Gold Meadow Way, Ste. 205
Gold River, CA 95670

To Guarantor: Kathleen Murphy
Attention: David Weiland
Coleman & Horowitz, LLP
499 W. Shaw Avenue, Ste. 116
Fresno, CA 93704

7. Continuing Guaranty. Guarantor acknowledges that this is a continuing guaranty agreement and that Guarantor promises to guarantee payment under each and every renewal or extension of the loan(s) under each and every renewal, modification or extension of the above referenced Promissory Notes. Guarantor authorizes Creditors, without notice or demand, from time to time, to renew, compromise, extend, accelerate or otherwise change the terms for payment under the above referenced Promissory Notes as Creditors deem advisable, without in any way or respect, impairing, affecting, reducing or releasing Guarantor for her undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

8. Miscellaneous.

(a) This Guaranty shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such state. Guarantor hereby consents to the jurisdiction of any competent court within the State of California and consent to service of process by any means authorized by California law in any action brought under or arising out of this Guaranty.

(b) Except as provided in any other written agreement now or at any time hereafter in force between Creditors and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Creditors with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Creditors unless expressed herein.

(c) No provision of this Guaranty or right granted to Creditors hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by the Creditors.

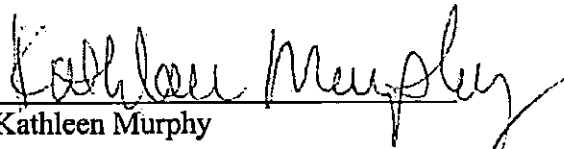
(d) Creditors need not inquire into the power of Guarantor or her authority in entering into this Guaranty.

(e) The headings of this Guaranty are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

(f) If any provision of this Guaranty is held to be invalid by a court of competent jurisdiction, the remainder of this Guaranty shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Guarantor:


Kathleen Murphy