

**RECEIPT**

DATE

10/09/25

No.

743675

RECEIVED FROM

Simon Contracting LLC

\$ 350.00

Three hundred fifty and 00/00 DOLLARS FOR RENT FOR

New DE-SW-2163

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM

BY

4428

M.M.

TO



RECEIVED

OCT 09 2025

DNREC - WHS

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES  
COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

TELEPHONE: (302) 739-9403  
FAX: (302) 739-5060

### SOLID WASTE TRANSPORTER PERMIT APPLICATION

**Instructions:** You must complete this application in its entirety and attach all applicable documentation.  
**(Note:** For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the **"State of Delaware"** must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control  
Compliance and Permitting Section  
89 Kings Highway  
Dover, DE 19901

#### 1. Type of Permit

New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the “State of Delaware,” in the amount of \$75.00.

New – **ALL OTHERS** Submit a check or money order, payable to the “State of Delaware” in the amount of \$350.00.

Renewal: Permit # DE-SW- \_\_\_\_\_ Expiration Date \_\_\_\_\_

Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the “State of Delaware,” for the indicated permit fee.

#### SCRAP TIRES ONLY

One Year - \$75.00  
 Two Years - \$125.00  
 Three Years - \$175.00  
 Four Years - \$225.00  
 Five Years - \$275.00

#### ALL OTHERS

One Year - \$350.00  
 Two Years - \$650.00  
 Three Years - \$950.00  
 Four Years - \$1250.00  
 Five Years - \$1550.00

**2. Release to Public**

Do you wish to be included on the list of transporters that is provided to persons requesting a list of Delaware permitted solid waste transporters?  Yes  No

**3. Company Information**

Company Name SIMON CONTRACTING LLC

Location Address:	Mailing Address:
175 CONCORD DR PARAMUS, NJ 07652	175 CONCORD DR PARAMUS, NJ 07652

Contact: SALIM ISSA Title: MANAGING MEMBER/OWNER

Business Phone: 201-970-2800 Fax: \_\_\_\_\_

E-mail: simoncontractingllc@gmail.com

24 hr Emergency Contact Phone: 201-970-2800

**4. Company Ownership Information**

(a). Please indicate the company type:

- Proprietorship
- Partnership
- Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: \_\_\_\_\_ State: \_\_\_\_\_ Date: \_\_\_\_\_

- Municipality
- Public institution
- Limited Liability Corporation (LLC) State: NJ
- Other: (must specify) \_\_\_\_\_

(b). For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

Attachment A \_\_\_\_\_

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

Attachment \_\_\_\_\_  
 No parent company

## 5. Company locations in Delaware

List name and street address of each company location, including freight terminals, within the State of Delaware.

Attachment \_\_\_\_\_  
 No Delaware locations

## 6. Company Affiliates

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers, or parent company.)

Attachment \_\_\_\_\_  
 No affiliates

## 7. Type of Waste to be Transported

(a). Check all that apply. Refer to Delaware's *Regulations Governing Solid Waste* for definitions of waste categories.

Residential waste  
 Commercial waste (from **non-manufacturing, non-processing** businesses and offices)  
 Industrial waste (from a manufacturing or industrial process)  
 Dry waste:  construction/demolition debris  
 trees/stumps  
 other (must specify) \_\_\_\_\_  
 Ash:  municipal incinerator  
 coal ash  
 other (must specify) \_\_\_\_\_  
 Infectious waste  
 Non-hazardous petroleum-hydrocarbon contaminated soils  
 Asbestos-containing waste  
 Scrap Tires

(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware?  Yes  No

(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers?  Yes  No  N/A

(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers?  Yes  No

(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill?  Yes  No

## 8. Treatment, Storage, and Disposal Facilities

(a). Do you cross state lines with the waste?  Yes  No

(b). Identify in an attachment ***all*** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.

Delaware Solid Waste Authority locations: (attachment) \_\_\_\_\_

Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)

Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils )

Other in-state solid waste facilities, including private facilities: (attachment) \_\_\_\_\_

Out of state solid waste TSD facilities: (attachment) \_\_\_\_\_

## 9. Other Transporter Permits

(a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)

Attachment \_\_\_\_\_

Not applicable-No transporter permit required for these solid waste types in our home state.

(b). List solid waste transporter permits held in other states.

Attachment B \_\_\_\_\_

No transporter permits in other states

(c). Indicate your Federal DOT number and Motor Carrier number:

DOT# 4135234 MC# 584326

N/A If N/A, please provide an explanation, on the following page, as to why you are not required to have a DOT or MC number.

## 10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental Control, Compliance and Permitting Section** as the certificate holder.)

(a). Are you for-hire in interstate commerce?  Yes  No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)

(b). Do you transport in the State of Delaware Only (Intrastate)?  Yes  No

(c). Do you transport Interstate?  Yes  No

(d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	<b>FOR-HIRE INTERSTATE</b>	<b>ALL OTHERS</b>
Residential Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Contaminated Soils	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	\$1,000,000.00 + MCS-90 <input type="checkbox"/> (For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

## 11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (Note: Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan **must** contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the **Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401**, and (6) Cleanup and decontamination measures.

✓ Spill Control Plan: Attachment 2

## 12. Driver Training

**IN SUMMARY OR OUTLINE FORM**, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- (a). Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- (b). Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- (c). Describe how drivers are instructed in the following:
  - (i) Knowledge of proper handling procedures for the type of solid waste being transported.
  - (ii) Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
  - (iii) Familiarity with the conditions of the solid waste transporter's permit.

✓ Driver Training, attachment 2

### 13. Vehicle Identification

On the form provided with this application, list **MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP** of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

**NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit.**

Vehicle List Attached

### 14. Vehicle Operator Information

Is a list of all vehicle operators attached?  Yes

What tax form do you submit to the IRS for your vehicle operators?

- Form W-2
- Form 1099-Misc
- Other

### 15. Environmental Record

List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. **Failure to submit complete and accurate information may lead to permit denial or revocation.**

- Attachment \_\_\_\_\_
- No violations within the specified time period

### 16. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

\*\*Signature  Date 10-6-25  
Print Name SALIM ISSA Title MANAGING MEMBER

**\*\*A legal owner or corporate officer must sign the application\*\***

**VEHICLE INFORMATION - See Item 13 of the application.**

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

## **SPILL CONTROL PLAN FOR SOLID WASTE HAULERS**

- (1) Spill control and safety equipment carried in each vehicle:
  - 1). Reflectors and/or flares
  - 2). Fire extinguisher
  - 3). First aid kit
  - 4). Heavy-duty gloves, hard hat
  - 5). Flashlight
  - 6).
- (2) All loads will be enclosed, covered, or tarpred to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
  - 1).
  - 2).
- (4) If there is an accident or other emergency which causes a portion of the load to be spilled, the driver, if uninjured, will contact the following designated company coordinator:

Name:	Phone:
-------	--------
- (5) The designated coordinator will contact the state and municipal authorities where the accident occurred. If the accident or spill has the potential to cause environmental damage, (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid) the person contacted will notify the state emergency response team, by calling one of the following numbers:

**Delaware:** **911, (302) 739-9401 or 1-800-662-8802** (*Other numbers may be listed as follows, however, the listed Delaware numbers **must** be included in the spill control plan.*)

Maryland:

New Jersey:
- (6) The designated coordinator will contract for clean-up services with another company. (*This is optional, however, if another company is to be contracted, please append a list of cleanup companies by either region or state.*)
- (7) This plan will be carried in all vehicles, along with the permit.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 656 Shrewsbury Avenue Suite 200 Tinton Falls NJ 07701	CONTACT NAME: PHONE (A/C, No. Ext): 732-380-0900 E-MAIL ADDRESS: certificates@worldinsurance.com	
	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Co. 25895 INSURER B: STAR Mutual Risk Retention Group 17024 INSURER C: Lloyds of London 15792 INSURER D: INSURER E: INSURER F:	
INSURED Simon Contracting LLC P.O. Box 713 Hackensack NJ 07602		License#: BR-961573 SIMOCON-06

## COVERAGES

CERTIFICATE NUMBER: 1576241637

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	GL 1300553	6/27/2025	6/27/2026	EACH OCCURRENCE	\$ 1,000,000			
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 100,000				
	MED EXP (Any one person)					\$ 5,000				
	PERSONAL & ADV INJURY					\$ 1,000,000				
	GENERAL AGGREGATE					\$ 2,000,000				
PRODUCTS - COMP/OP AGG	\$									
OTHER:	\$									
B	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		3806-37CB2B-25	6/27/2025	6/27/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,500,000			
	BODILY INJURY (Per person)					\$				
	BODILY INJURY (Per accident)					\$				
	PROPERTY DAMAGE (Per accident)					\$				
	OTHER:					\$				
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		XL 1671779	6/27/2025	6/27/2026	EACH OCCURRENCE	\$ 1,000,000			
	AGGREGATE					\$				
	DED RETENTION \$					\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N					N/A			PER STATUTE	OTHE
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. EACH ACCIDENT	\$
	E.L. DISEASE - EA EMPLOYEE	\$								
	E.L. DISEASE - POLICY LIMIT	\$								
C	Physical Damage		INTWU-20250345	6/27/2025	6/27/2026				Comp/Coll Ded	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Delaware Department of Natural Resources and Environmental Control Compliance and Permitting Section  
89 Kings Highway  
Dover DE 19901  
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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USDOT Number: 4135234 Date Received: \_\_\_\_\_

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation  
Federal Motor Carrier Safety Administration

**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980**  
**FORM MCS-90**

Issued to Simon Contracting LLC of Paramus, NJ  
(Motor Carrier name) (Motor Carrier state or province)  
Dated at 00:00 on this 27 day of June, 2025  
(Time) (Date) (Month) (Year)  
Amending Policy Number: 3806-37CB2B-25 Effective Date: 6/27/2025

Name of Insurance Company: Star Mutual RRG

Countersigned by: *John B. Brown*  
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

This insurance is primary and the company shall not be liable for amounts in excess of \$750,000.00 for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \_\_\_\_\_ for each accident in excess of the underlying limit of \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 855-569-7827

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>

## DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

## SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in <u>49 CFR 171.8</u> , transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <u>49 CFR 173.403</u> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in <u>49 CFR 172.101</u> ; hazardous waste, hazardous materials, and hazardous substances defined in <u>49 CFR 171.8</u> and listed in <u>49 CFR 172.101</u> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <u>49 CFR 173.403</u> .	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

EXPIRES: 10/31/2025

# NEW JERSEY APPORTIONED CAB CARD

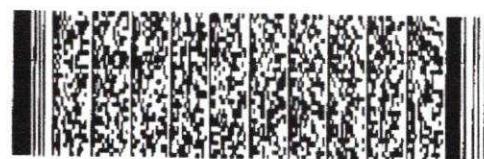
KEEP THIS CERTIFICATE IN YOUR VEHICLE

PLATE  
NUMBER:

AZ267J

UNIT NO. 001	YEAR 2024	MAKE KEN	ACCOUNT NUMBER NJ-77193						
VEHICLE IDENTIFICATION NUMBER 1NKZX4TXXRJ364919			FLEET NO. 002	SUPP. NO. 0000	REG. CODE 11				
TYPE TT	AXLES 3	GROSS WEIGHT 80000	FUEL D	REGISTRATION DATE 10/21/2024					
		DESCRIPTION COMMERCIAL TRACTOR	TRANS ID # IU202577193002000						
OWNER TRANS LEASE INC									
REGISTRANT SIMON CONTRACTING LLC 110 RIVER ST 4 RIDGEFIELD, NJ 07657									
THE VEHICLE DESCRIBED HEREIN HAS BEEN PROPORTIONALLY REGISTERED BETWEEN THE STATE OF NEW JERSEY AND THE ABOVE JURISDICTIONS.									

0000003874



Motor Carrier Responsible for Safety

USDOT Number: 4135234

SIMON CONTRACTING LLC  
PO BOX 713  
HACKENSACK, NJ 07602-0713

This document is the property of the State of New Jersey. It may be recalled at any time if it is determined that the registrant supplied incorrect information and/or failed to pay appropriate registration fees.

This document grants **registration reciprocity** with the states/provinces whose two-letter postal abbreviation appears on this page. You must still comply with all other laws a state/province may have regarding intra and interstate operations.

Change of name or address must be reported in writing to the New Jersey Motor Vehicle Commission, Motor Carriers Unit, PO BOX 178, Trenton, NJ 08611-0178, within thirty(30) days.

**Remember: Compulsory vehicle  
insurance is the law in New Jersey.**



New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

EXPIRES: 10/31/2025

**NEW JERSEY APPORTIONED CAB CARD**  
KEEP THIS CERTIFICATE IN YOUR VEHICLE

PLATE  
NUMBER:

AZ333X

UNIT NO. 01	YEAR 2025	MAKE PET	ACCOUNT NUMBER NJ-77193		<b>VEHICLE IDENTIFICATION NUMBER</b> 1NPCX4TX2SD758385  <b>TYPE</b> TK <b>AXLES</b> 4 <b>GROSS WEIGHT</b> 80000 <b>FUEL</b> D <b>REGISTRATION DATE</b> 07/14/2025  <b>DESCRIPTION</b> COMMERCIAL TRUCK  <b>OWNER</b> SIMON CONTRACTING LLC  <b>REGISTRANT</b> SIMON CONTRACTING LLC 175 CONCORD DR PARAMUS, NJ 07652	NJ 080000	AL 080000	AR 080000	AZ 080000
CA 080000	CO 080000	CT 080000	DC 080000						
DE 080000	FL 080000	GA 080000	IA 080000						
DE 080000	IL 080000	IN 080000	KS 080000						
KY 080000	LA 080000	MA 080000	MD 080000						
ME 080000	MI 080000	MN 080000	MO 080000						
MS 080000	MT 080000	NC 080000	ND 080000						
NE 080000	NH 080000	NM 080000	NV 080000						
NY 080000	NH 080000	OK 080000	OR 080000						
PA 080000	RI 080000	SC 080000	SD 080000						
TX 080000	TX 080000	UT 080000	VA 080000						
VT 080000	WA 080000	WI 080000	WV 080000						
WY 080000	AB 036281	BC 036281	MB 036281						
NB 036281	NL 036281	NS 036281	ON 036281						
PE 036281	QC 04 AXL	SK 036281	** *****						
** *****	** *****	** *****	** *****						
** *****	** *****	** *****	** *****						

THE VEHICLE DESCRIBED HEREIN HAS BEEN  
PROPORTIONALLY REGISTERED BETWEEN THE  
STATE OF NEW JERSEY AND THE ABOVE  
JURISDICTIONS.

0000007103

Motor Carrier Responsible for Safety

**USDOT Number: 4135234**

**SIMON CONTRACTING LLC**  
PO BOX 713  
HACKENSACK, NJ 07602-0713



This document is the property of the State of New Jersey. It may be recalled at any time if it is determined that the registrant supplied incorrect information and/or failed to pay appropriate registration fees.

This document grants **registration reciprocity** with the states/provinces whose two-letter postal abbreviation appears on this page. You must still comply with all other laws a state/province may have regarding intra and interstate operations.

Change of name or address must be reported in writing to the New Jersey Motor Vehicle Commission, Motor Carriers Unit, PO BOX 178, Trenton, NJ 08611-0178, within thirty(30) days.

**Remember: Compulsory vehicle insurance is the law in New Jersey.**



New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

SPILL RESPONSE TELEPHONE NUMBERS {REFERENCE LIST}

Primary

Coordinator:

SALIM ISSA

175 CONCORD DR. PARAMUS, NJ 07652

SALIM ISSA, Transportation Manager

Spill Reporting Phone Numbers:

USDOT National Response Center

Phone Number:

201-874-1175

Center for Disease Control

404-633-5313

USCG National Response Center

202-426-2675

Delaware DNREC 24-hour Hotline

800-424-8802

(in state only)

302-739-9401

New Jersey DEP 24-hour Hotline

800-662-8802

New York State DEC 24-hour Hotline

609-292-7172

518-457-7362

Pennsylvania DEP 24-hour Answering Service

800-457-7362

717-787-4343

PS Emergency Management Agency

717-783-8150(24-hr)

Region 1 (Norristown)

215-270-1900

Region 2 (Wilkes-Barre)

717-826-2511

Region 3 (Harrisburg)

717-657-4585

Region 4 (Williamsport) (9am-5pm)

717-327-3646

(24-hour)

717-327-3696

Region 5 (Pittsburgh)

412-645-7100

Region 6 (Meadvltle)

814-724-8557

PA local Police and Fire Departments

911 or (0) Operator

Maryland DEP 24-hour Answering Service

866-633-4686

## EMERGENCY RESPONSE EQUIPMENT

The following emergency response equipment is to be maintained on each **SIMON CONTRACTING LLC** vehicle while hauling contaminated waste or contaminated material.

1. Emergency Eyewash Kit
2. First Aid Kit
3. Portable ABC Dry Chemical Fire Extinguisher
4. Equipment and Protective Clothing, as follows:
  - Safety Goggles and/or Shield
  - PVC Boots
  - PVC Gloves
  - Rain Gear
  - Disposable Coveralls (e.g. Tyvek)
  - Triangle Reflectors
  - Hard Hat
  - Duct Tape (at least one roll)
  - Tool Kit
  - Flash Light
  - Sorbent Pads, OH-Dri
  - 85 Gallon Overpack Drum (for drum shipments)
  - Bung Wrench (Non-Sparking, for drum shipments)
  - Shovel
  - Spill Kit

All emergency response equipment is to be inspected daily by the DRIVER during his/her Pre-Trip inspection. Emergency equipment which is damaged or missing should be replaced prior to departure.

In the event of a spill, **SIMON CONTRACTING LLC** emergency response contractors can provide additional equipment, such as vacuum trucks, dump trucks, front end loaders and other equipment necessary to contain and remove contaminants.

## SPILL CLEANUP AND EMERGENCY REPORTING PROCEDURES

**All Personnel** will follow this plan in the event of a spill/discharge of any material during pickup, transportation or delivery.

All actions taken and notification made following a report of a spill/discharge or other emergency must be done only with the full knowledge and approval of the Cerberus Transport LLC Emergency Coordinator in charge and in compliance with applicable local, state and federal regulations.

1. In the event of a spill/discharge or other emergency during delivery, transportation or pickup, the Driver will use his/her common sense to IMMEDIATELY and safely take appropriate action to protect human health and the environment including:
  - a. Secure the area to unauthorized access by people or other vehicles
  - b. Keep all sources of ignition (e.g. pipes, cigarettes, flares, etc.) away from the scene
  - c. Set up warning signals around the scene to prevent further accidents. Flame producing signals such as flares should not be used during incidents involving combustible or flammable materials.
  - d. Attempt to contain the spill and stop or reduce the flow of the leak
  - e. Obtain help in the immediate area to assist in securing the site
2. The DRIVER will contact (or have a responsible person in the area call) the Cerberus Transport LLC Emergency Coordinator(s) via the phone numbers listed previously. The DRIVER or alternate caller will provide the Emergency Coordinator with the information requested in the following section.
3. The DRIVER is then to continue to monitor the scene and remain in contact with the Emergency Coordinator while an appropriate course of action is determined.
4. The Emergency Coordinator, DRIVER, or other authorized individual shall be responsible for contacting the appropriate authorities as well as the necessary contractors.

PRELIMINARY SPILL INFORMATION

A. Who is reporting the spill? If other than the driver, note the driver's name.

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B. Where are you calling from and what is the telephone number or the site you are calling from?

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C. Where **is** the spill? \_\_\_\_\_

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D. Who is the Generator of the waste spilled? \_\_\_\_\_

---

E. What wastes have spilled and how much of each waste were spilled?

WASTE	AMOUNT
-------	--------

F. What is being done to stop, slow or cleanup the spill/discharge? \_\_\_\_\_

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G. What type of truck are you driving? (Tri-Axle dump truck, Roll-Off, etc.) \_\_\_\_\_

H. Has anyone been injured? How bad are their injuries? \_\_\_\_\_

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I. How much damage is there to the vehicle involved and the surrounding property?

J. What authorities (e.g. police, fire, EPA, etc.) are already at the scene? \_\_\_\_\_

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## IMMEDIATE CONTAMINATED MATERIALS INCIDENT NOTIFICATION

At the earliest practical moment after a spill/discharge occurs, the Emergency Coordinator or the Driver shall initiate contact with the USDOT/USEPA/USCG National Response Center by telephone at 1-800-424-8802 if the incident involves contaminated materials during transportation, unloading or storage and results in one or more of the following:

1. A person is killed
2. A person receives injuries requiring hospitalization
3. Estimated damage to carrier or other property exceeding \$50,000
4. A situation though it does not meet one of the criteria exists of such a nature that in the judgement of the carrier, it should be reported even though it does not meet one of the criteria listed above (e.g. a continuing danger to life exists at the scene)

In making the telephone report, the Emergency Coordinator, Driver or other authorized individual shall provide the following information to the extent possible:

1. Name of the REPORTER
2. The name and address of the transported as follows:
  - Name address:
3. Telephone number where the REPORTER can be contacted
4. The location, date and time that the incident occurred
5. Identify the extent of injuries, if any
6. The classification, name and quantity of contaminated materials involved, if such information is available. For each material involved in the incident, an attempt should be made to supply the following specific information:
  - a. Generator's name
  - b. Generator's EPA identification number
  - c. Proper DOT shipping name
7. A brief description of the type of incident and the nature of contaminated material involvement and whether a continuing danger to life exists at the scene.

## DETAILED CONTAMINATED MATERIALS INCIDENT REPORT

A written report, in duplicate on DOT Form F 5800.1, must be made within 15 days of discovery of an incident arising out of the transportation, loading, unloading or storage of contaminated materials as follows:

- a) As a follow-up to any such incident reported by telephone during the immediate notification process described previously.
- b) As a result of an unintentional release of contaminated materials from any packaging including a cargo tank.

## CONTAMINATED SUBSTANCE DISCHARGE NOTIFICATION

A discharge of a contaminated substance into or upon navigable water must be reported to the USDOT/USEPA/USCG Coast Guard National Response Center at 1-800-424-8802 or 1-202-426-2675. (Note: Only spills of hazardous substance which equal or exceed the designated "Reported Quantity" are required to be reported.)

Reportable Quantity values may be found as an Appendix to 49 CFR 172.101

The notification should be made by the designated Emergency Coordinator or alternately the driver as soon as that person has knowledge of the spill or damage.

The discharge notification should include the same information as that which is provided to the USDOT National Response Center during the Federal immediate notification process outlined previously

## DRIVER TRAINING

All drivers will have Class A or Class B CDL license. All drivers review the FMCSA share the road safely truck and bus driver tips annually and sign and date the documents as a read and acknowledge. Documents are stored in the cab of the vehicle as well. Drivers shall review the DOT Motor Carrier Safety Regulations. FMCSA will also conduct safety audits.

I work with my insurance carrier to verify driving records. If a driver were to obtain a moving violation there would be a formal meeting held with the driver reviewing the incident and written warning which the driver and president of the company will sign stating if a second violation is received they will be terminated from the company. They are responsible for making payment on the violation as well and attending a motor vehicle training class.

Driver(s) will ensure vehicle transporting solid waste is covered to prevent discharge or release of solid waste to the environment. Waste will be disposed of at approved facilities as in attached facility list. The driver(s) shall maintain a log of shipments which will also be utilized for annual reporting to Delaware. The driver(s) shall coordinate the schedule for truck arrival and material deliveries at the facility. The delivery shall be compatible with the availability of equipment and personnel for material handling operations at the job site. The driver(s) shall inspect all vehicles leaving the site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site. The driver(s) shall not deliver waste to any facility other than the disposal facility(ies) listed on the shipping manifest. The driver(s) shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material or by decontaminating them prior to any use other than hauling contaminated materials.

All drivers review the spill control plan, sign and date as training records of a read and acknowledge training session. Spill control plan is retained in the cab of the vehicle. In addition, all vehicles will carry safety equipment as per Motor Carrier Safety Regulations DOT 49 CFR.

Driver(s) will review the 1301 Regulations Governing Solid Waste to ensure familiarity with conditions of permit.

DELEWARE SOLID WASTE TRANSPORTER – ATTACHMENTS

A. OWNERS

- a. SALIM ISSA, 99% owner

[REDACTED]  
ii.175 CONCORD DR. PARAMUS, NJ 07065

B. PERMITS

- a. NYS DEC 364 WASTE TRANSPORTER PERMIT #NJ-1352
- b. NYC BIC PERMIT NUMBER # 514230
- c. PA DEP WH23781

**Davis, DaQuan (DNREC)**

---

**From:** Sam Issa <[simoncontractingllc@gmail.com](mailto:simoncontractingllc@gmail.com)>  
**Sent:** Tuesday, October 14, 2025 3:25 PM  
**To:** WHStransporters  
**Subject:** Re: Missing Info- DE SW Transporter Permit Application (Simon Contracting LLC)  
**Attachments:** LEASE AGREEMENT DOCS.pdf

Please see attached lease agreement also

Thank you

On Tue, Oct 14, 2025 at 3:22 PM Sam Issa <[simoncontractingllc@gmail.com](mailto:simoncontractingllc@gmail.com)> wrote:

Yes please

Thank you

On Tue, Oct 14, 2025 at 3:02 PM WHStransporters <[WHStransporters@delaware.gov](mailto:WHStransporters@delaware.gov)> wrote:

Good afternoon,

Clean Earth New Castle in Delaware only takes soils which was not checked on your application. Would you like to add soils to your permit?



**DaQuan L. Davis**

Environmental Scientist

Division of Waste and Hazardous Substances

302-739-9403

[WHStransporters@delaware.gov](mailto:WHStransporters@delaware.gov)

89 Kings Hwy SW, Dover, DE 19901

[dnrec.delaware.gov](http://dnrec.delaware.gov)



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**From:** Sam Issa <[simoncontractingllc@gmail.com](mailto:simoncontractingllc@gmail.com)>  
**Sent:** Tuesday, October 14, 2025 2:37 PM  
**To:** WHTransporters <[WHTransporters@delaware.gov](mailto:WHTransporters@delaware.gov)>  
**Subject:** Re: Missing Info- DE SW Transporter Permit Application (Simon Contracting LLC)

Good Afternoon DaQuan,

My company will be dumping at the following transfer stations

1- WM -DRPI LANDFILL

2- CLEAN EARTH

DRIVERS



Please see attached spill control plan with my name and contact in RED

I should have the lease agreement for you at some point tomorrow

Thank you

Sam Issa

201-970-2800

On Fri, Oct 10, 2025 at 10:37 AM WHStransporters <[WHStransporters@delaware.gov](mailto:WHStransporters@delaware.gov)> wrote:

Hello,

Thank you for submitting your application for your Delaware solid waste transporter permit. Upon review, I have found that some information is missing or needs to be updated. Please address the items listed below:

- **Section 8(b)**- Please provide all solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities, and Transfer stations.
- **Section 11**- The spill control plan is missing an emergency contact (name and phone number). Please update this plan and add the contact information.
- **Section 13**- Please provide the vehicle lease agreement from Trans Inc. for the 2024 Kenworth.
- **Section 14**-You did not provide a list of vehicle operators.

Please provide the information requested above via e-mail within five (5) days.

Thank you,

DaQuan Davis



## DaQuan L. Davis

Environmental Scientist

Division of Waste and Hazardous  
Substances

✉ 302-739-9403

✉ [WHStransporters@delaware.gov](mailto:WHStransporters@delaware.gov)

📍 89 Kings Hwy SW, Dover, DE 19901

✉ [dnrec.delaware.gov](mailto:dnrec.delaware.gov)



**THIS IS A COPY***This is a copy view of the Authoritative Copy held  
by the designated custodian***Invoice Verification**

In reference to Contract Number 12311087-001 dated as of November 15, 2023, Trans Lease, Inc. is irrevocably instructed to disburse payment as follows:

<u>Payee</u>	<u>Amount</u>
Financed Doc Fees	\$695.00
<u>GABRIELLI TRUCK SALES OF BLOOMSBURY, INC.</u> 364919 BB VP	\$231,211.00
	<b>\$231,906.00</b>

**Lessee**

SIMON CONTRACTING LLC

DocuSigned by:  
A handwritten signature of Samaan Issa is shown within a blue rectangular box.  
AC6953B47D7C1E5  
Signature of SAMAAN ISSA

X A handwritten signature of Samaan Issa is shown within a blue rectangular box.  
42E5785B91FB48D  
Signature, SAMAAN S. ISSA

COPY VIEW

Master Lease Agreement No.: 12311087**Lessee:**

SIMON CONTRACTING LLC

175 Concord Drive  
Paramus, NJ 07652Organization Type: Proprietorship  
State of Organization: New Jersey**Lessor:**TRANS LEASE, INC. DBA TRANS LEASE, INC., TRANS LEASE,  
INC. OF COLORADO, GEP LEASING, INC., SUMMIT FINANCE  
CO.1400 W. 62nd Avenue  
Denver, CO 80221**Effective Date:** November 15, 2023

**1. EQUIPMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, subject to the terms of this Master Lease Agreement (this "Master Lease") and each schedule or rider now or hereinafter executed pursuant to this Master Lease (each, a "Schedule," collectively, the "Schedules," and altogether with the Master Lease, the "Lease Documents"), the titled and non-titled equipment together with all attachments, replacements, parts, substitutions, additions, repairs, accessions, and accessories now or hereafter incorporated therein or attached thereto (the "Equipment") described in any Schedule A executed by the parties hereto and made a part of this Master Lease by reference therein (each, a "Lease"). Except as specifically modified with respect to certain Equipment by the appropriate Schedule identifying such Equipment, all of the terms and conditions of this Master Lease shall govern the rights and obligations of Lessee and Lessor with respect to such Equipment.

**2. TERM.** This Master Lease shall become effective and commence on the delivery date stated on the first Delivery and Acceptance Schedule executed pursuant to this Master Lease and shall continue until Lessee has satisfied in full all rental payments and other obligations hereunder.

**3. RENTAL.** Lessee agrees to pay Lessor monthly payments in the amount and for the term indicated in each Lease. Lessee shall also pay all costs and expenses associated with this Master Lease including, but not limited to, all operational costs, administrative costs, all taxes, and all other costs and expenses associated with the operation of the Equipment including, but not limited to, fees resulting from traffic violations, parking tickets or storage. Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional, and irrevocable and shall be paid without any abatement, reduction, setoff, or defense of any kind.

LESSEE EXPRESSLY UNDERSTANDS AND AGREES THAT IN THE EVENT THE PRESENT FEDERAL TAX LAWS OR ANY REGULATIONS OR RULINGS THEREUNDER ARE MODIFIED, ALTERED, REVOKED, OR SUPPLEMENTED DURING THE TERM OF THIS MASTER LEASE, OR IF DUE TO THE ACT OR OMISSION OF LESSEE, LESSOR LOSES OR MUST RECAPTURE ALL OR ANY PART OF THE INCOME TAX BENEFITS LESSOR ANTICIPATED AS A RESULT OF ENTERING INTO ANY LEASE AND OWNING THE EQUIPMENT, THEN LESSEE'S MONTHLY LEASE PAYMENTS WILL BE INCREASED BY AN AMOUNT THAT WILL, IN THE REASONABLE OPINION OF LESSOR, MAINTAIN LESSOR'S NET AFTER-TAX RATE OF RETURN WITH RESPECT TO THIS EACH LEASE AT THE SAME LEVEL AS IF SUCH LOSS HAD NOT OCCURRED.

**4. LATE CHARGES AND INSUFFICIENT FUNDS.** In the event Lessee fails to pay rental payments or any other sum required to be paid by Lessee within ten (10) days after the date such payment or sum is due, Lessor may, without declaring Lessee to be in default, charge

Lessee an amount equal to five percent (5%) of such past due amounts or the maximum allowed by law. In addition, Lessor may collect from Lessee a fee for dishonored checks in an amount not to exceed \$40.00 or the maximum amount permitted by applicable law, and Lessor may pursue any other right or remedy permitted by statute with respect to dishonored checks. Lessor's exercising of this right or the imposition of any charge shall in no way alter Lessor's right to additionally or subsequently declare Lessee to be in default and to seek the remedies provided for in this Master Lease.

**5. CHARGES AND TAXES.** Lessee agrees to pay promptly when due all fees, sales, excise, and use taxes, duties, assessments, highway use taxes, property taxes, or other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance, or sale of the Equipment, whether or not paid or payable by Lessor (excluding Lessor's net income, franchise, and business and occupation taxes), and shall supply Lessor with proof of payment upon Lessor's written demand therefore.

**6. INSURANCE.** With respect to the Equipment leased hereunder, Lessee shall provide and continuously maintain, at its own expense, commercial auto insurance for bodily injury or death and property damage liability insurance with a combined single limit of not less than **\$1,000,000** per occurrence, or such other higher limit as may be required by law. Lessee shall also provide and continuously maintain during the term of this Master Lease, at its own expense, collision and upset insurance with a deductible of not more than **\$2,500** and fire, theft, and combined additional coverage with a deductible of not more than **\$2,500**.

All insurance required herein shall protect Lessor and Lessee as their interests may appear. All insurance required to be provided by Lessee shall designate Lessor as an additional insured and loss payee and shall, by the terms of the policies or appropriate endorsements thereto (a) be primary to, and in no respect excess or contributory to or contingent upon any liability insurance provided by Lessor, (b) provide that all insurance proceeds are to be payable jointly to Lessor and Lessee, and (c) provide that all insurance proceeds shall be mailed to Lessor at the address set forth above. Lessee agrees that if it obtains any excess or umbrella liability insurance in addition to the minimum requirements set forth in this Master Lease such insurance shall also protect Lessor to the extent permitted by law.

All insurance required herein to be provided by Lessee shall be placed with an insurance company acceptable to and approved by Lessor. Lessor shall be provided with certificates of insurance (or other documents acceptable to Lessor) evidencing the insurance coverage required herein and establishing that such insurance is in effect with respect to the Equipment leased hereunder and will not be changed, altered, or canceled by the issuing insurance company or allowed to lapse or be reduced or terminated by Lessee without thirty (30) days prior written notice to Lessor.

With respect to all insurance policies required by this Master Lease, Lessee appoints Lessor, or Lessor's assignee, as Lessee's attorney-in-fact, with full power: (a) to determine at Lessor's discretion reasonable sums for settlement or compromise of any insurance claim or related lawsuit; (b) to institute a lawsuit in Lessee's name, in Lessor's name, or both, and to add any reasonable costs or expenses relating to the claim or lawsuit, including legal fees and expenses, to the balance of Lessee's obligations under this Master Lease; and (c) to sign in Lessee's name any settlement, draft, or check resulting from any such claim or lawsuit.

Lessee agrees that, with respect to insurance proceeds payable jointly to Lessor and Lessee, the proceeds are to be applied first against any claim against Lessor.

**7. LESSOR'S RIGHT TO PAY.** If Lessee fails to insure any Equipment as provided by Section 6 hereof or if Lessee fails to pay and discharge all fees, taxes, liens, and other charges as provided by Section 5 hereof, Lessor, without prejudice to any other rights hereunder, may (but shall not be obligated to) provide such insurance or pay and discharge such fees, taxes, liens, or other charges, and Lessee agrees to repay said sums to Lessor upon demand. If Lessee fails to repay Lessor within ten (10) days of Lessor's demand for repayment, Lessor may assess a late charge on such amounts in accordance with Section 4. If such amounts, including late charges, remain unpaid for ten (10) additional days, then Lessee shall also be liable for interest thereon at the default rate of interest set forth in Section 15 hereof or the maximum amount permitted by law.

**8. INDEMNIFICATION.** Lessee assumes liability for and agrees to defend, indemnify, and hold Lessor harmless from any claim (including, but not limited to, claims involving strict liability, tort liability, or product liability), liability, loss, cost, expense, or damage of every nature (including, but not limited to, fines, forfeitures, penalties, settlements, and attorneys' fees) by or to any person and regardless of its basis, which directly or indirectly results from or pertains to the purchase, sale, leasing, manufacture, delivery, ownership, use, possession, operation, condition (including, but not limited to, latent or other defects, whether or not discoverable, and patent, trademark, and copyright infringement), removal, return, or storage of the Equipment. LESSEE'S INDEMNITIES AND LIABILITIES SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR CANCELLATION OF THIS MASTER LEASE FOR ANY REASON.

Upon request by Lessor, Lessee shall assume the defense of all demands, claims, actions, suits, and all other proceedings against Lessor for which indemnity is provided herein and shall allow Lessor to participate in the defense thereof. Lessor may, without Lessee's prior consent, settle any demand, claim, or action asserted or brought against Lessor. Upon full payment of all obligations for indemnification or otherwise due to Lessor from Lessee, the rights of Lessor shall be subrogated to Lessee for any matter for which Lessor has assumed an obligation hereunder.

**9. LESSEE ACCOUNTS; LESSOR AUDIT RIGHTS.** Lessee shall maintain a system of accounts established and administered in accordance with generally accepted accounting principles, and shall deliver to Lessor financial statements at such time and in such form as Lessor may require. Lessee shall permit Lessor to examine and audit the books of Lessee at any reasonable time.

**10. ASSIGNMENT.** All right, title, and interest in and to this Master Lease, as well as the Leases executed and the Equipment leased hereunder, may be assigned at any time by Lessor without Lessee's consent. Upon notice of any assignment by Lessor or its assignee, Lessee shall make all payments coming due hereunder to the assignee without offset, counterclaim, or defense of any kind. It is expressly understood that any reference in this Master Lease to "Lessor" shall be construed to mean Lessor or Lessor's assignee.

LESSEE SHALL NOT ASSIGN, TRANSFER, OR SUBLLET THIS MASTER LEASE, OR THE LEASES EXECUTED OR EQUIPMENT LEASED HEREUNDER, OR ANY OF LESSEE'S OTHER INTERESTS HEREUNDER WITHOUT LESSOR'S PRIOR WRITTEN CONSENT (WHICH MAY BE WITHHELD IN LESSOR'S SOLE DISCRETION), NOR SHALL LESSEE'S INTERESTS HEREUNDER INURE TO THE BENEFIT OF ANY TRUSTEE, RECEIVER, CREDITOR, OR SUCCESSOR OF LESSEE OR ITS PROPERTY, WHETHER IN BANKRUPTCY, BY OPERATION OF LAW, OR OTHERWISE. ANY ATTEMPTED ASSIGNMENT, TRANSFER OR SUBLETTING OF LESSEE'S INTEREST IN THIS MASTER LEASE, THE EQUIPMENT LEASED HEREUNDER, OR ANY OF LESSEE'S OTHER INTERESTS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR SHALL BE VOID.

**11. OWNERSHIP/TITLE.** Ownership of and title to all Equipment shall be and remain in Lessor, notwithstanding possession and use thereof by Lessee. Lessee has not acquired, and will not acquire by its acceptance of this Master Lease or any Lease executed hereunder, any ownership rights or interest in the Equipment. Lessee agrees that it will, upon the request of Lessor, execute and deliver to Lessor notice or informational filings indicating Lessor's and Lessee's respective interests in the Equipment. During the term of this Master Lease, Lessee shall keep the Equipment free from all liens and encumbrances. Lessor and Lessee intend for this Master Lease to be a lease and not an agreement of purchase granting a security interest in favor of Lessor. Lessee acknowledges and agrees that unless and until Lessee is permitted to purchase Equipment pursuant to the terms of an applicable Schedule, Lessee's interest in such Equipment shall be that of a lessee and not an owner.

**12. USE, INSPECTION, AND ALTERATIONS.** Lessee at its sole expense shall have each Equipment leased hereunder serviced in accordance with the manufacturer's approved maintenance schedules, ensure that maintenance records are available for review by Lessor at reasonable times and places, and maintain the Equipment in good repair, appearance, functional order, and good lawful operating condition; shall not use or permit the use of the Equipment in any unintended, injurious, or unlawful manner; shall use and repair the Equipment in accordance with any manufacturers' warranties assigned to Lessee hereunder, shall not subject the Equipment to unusual, extreme, or severe operating conditions; and shall not change or alter the Equipment without Lessor's prior written consent (which may be withheld in Lessor's sole discretion), except that Lessee shall make such alterations and improvements, at Lessee's sole expense, as may be required from time to time to meet the requirements of law or any federal, state, or local governmental authority having jurisdiction over the Equipment. To ensure compliance with the foregoing, Lessor shall have the right, at any reasonable time, to enter Lessee's premises or elsewhere to inspect the Equipment or to observe its use. All improvements and alterations, other than improvements which can be readily removed without causing damage to the Equipment or rendering it noncompliant with the law, shall become part of the Equipment and shall be the property of Lessor.

**13. LOSS AND DAMAGE.** Lessee hereby assumes the risk of loss, including theft or destruction, and the risk of damage to the Equipment leased hereunder from any and every cause whatsoever whether or not such loss is covered by insurance. Loss or damage to Equipment, or any part thereof, shall not relieve Lessee of any obligations under this Master Lease, and there shall be no abatement of rental payments otherwise due hereunder during any period the Equipment is stolen or missing or during any time required for repair, adjustment, servicing, or replacement of such Equipment. In no event shall Lessor be liable to Lessee, its employees, or agents for business or other losses by reason of loss, theft, destruction, repair, servicing, or replacement of any Equipment.

If any Equipment is damaged or destroyed in an accident or other

occurrence, confiscated by any governmental authority, or stolen, abandoned, or subjected to undue peril, Lessee will notify Lessor within ten (10) days of such occurrence or condition.

Lessor may cancel a Lease with respect to certain Equipment if the Equipment is beyond reasonable repair. If a Lease is canceled under this Section, Lessee's cancellation liability shall be the amount that Lessee would have paid if Lessee had defaulted on the terms of this Master Lease as set forth in Section 15. Lessor shall subtract the amount of any insurance proceeds payable to Lessor in connection with the damage or loss from Lessee's liability. Lessee expressly understands and agrees that in the event of a total loss, Lessee's insurance policy may not be sufficient to completely satisfy Lessee's indebtedness, and Lessee agrees that in such event Lessee shall be liable for and shall pay Lessor upon demand therefor the amount of any such deficiency.

#### 14. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF LESSEE.

a. General Representations and Warranties Lessee represents, warrants and covenants that: (i) Lessee is duly organized and in good standing in all jurisdictions where legally required in order to carry on its business; (ii) Lessee has duly authorized the execution, delivery, and performance of this Master Lease, each Schedule and all other documents contemplated hereby; (iii) Lessee is not involved or aware of any pending litigation, tax claim, proceeding, dispute, or any other material circumstance of any kind that would now or with the passage of time affect Lessee's financial condition or impair Lessee's ability to perform its obligations under the terms of this Master Lease; (iv) Lessee shall not permit the sale or transfer of any shares of its capital stock or of any ownership interest in Lessee to any person, persons, entity, or entities (whether in one single transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership or control of Lessee from the person, persons, entity, or entities who hold ownership or control of Lessee as of the date of this Master Lease; (v) Lessee shall not consolidate with or merge into or with any other entity, or purchase or otherwise acquire all or substantially all of the assets or stock or other ownership interest of any person or entity, or sell, transfer, lease, or otherwise dispose of all or substantially all of Lessee's assets to any person or entity; and (vi) Lessee shall not allow a Blocked Person to have an ownership interest in or control of Lessee. "Blocked Person" shall mean any person or entity that is now or at any time (1) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, (2) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government, or (3) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Lessor, to be a person with whom Lessor is not permitted to extend credit to or with regard to whom a lessee relationship may result in penalties against Lessor or limitations on Lessor's ability to enforce a transaction.

b. Special Representations and Warranties Lessee represents, warrants, and covenants to Lessor that (i) the Equipment will not be used outside of the United States or Canada without the prior written consent of Lessor (which may be withheld in Lessor's sole discretion), (ii) Lessee is not and will not become an organization exempt from the tax imposed by Chapter 1 of the Internal Revenue Code of 1986, nor will Lessee allow any such entity to use the Equipment; and (iii) Lessee is not the United States, any State (including the District of Columbia) or political subdivision thereof, or any agency or instrumentality of the United States, any State, or political subdivision thereof, or any

international nongovernmental organization, nor will Lessee allow any such entity to use the Equipment. Lessee acknowledges that if any representation, warranty or covenant herein is false or if it takes any action or omits to take any action which causes any such representation, warranty, or covenant to be false or to be breached, Lessor, or the affiliate group of which it is a member, may suffer adverse tax consequences.

c. Breach Lessee agrees that if it breaches any such representation, warranty, or covenant, or if the same shall be or become false, in addition to any other remedy available to Lessor at law, this Master Lease shall be deemed to be in default, and Lessee shall be liable to Lessor in the manner and for the amounts specified in Section 15.

**15. DEFAULT.** Time is of the essence in this Master Lease, and Lessor may declare this Master Lease to be in default upon the occurrence of any of the following events: (a) Lessee's failure to pay when due the full amount of any payment required hereunder including, but not limited to, rent, taxes, liens, insurance, indemnification, repair, or other charges, or Lessee's failure to perform any other obligation, agreement, or affirmation required by the terms hereof to be performed by Lessee; (b) the making of any false or misleading statement by Lessee prior to entering into or in connection with this Master Lease; (c) Lessee's death, dissolution, or other termination of existence, Lessee's suspension or cessation of the conduct of its business, or a material change in Lessee's financial condition or impairment of Lessee's ability to perform its obligations under the terms of this Master Lease; (d) Lessee's becoming the subject of a petition in bankruptcy whether voluntarily or involuntarily, making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of a receiver; (e) seizure of or levy upon Equipment leased hereunder by reason of any legal or governmental process directed against Lessee; (f) any bankruptcy, insolvency, termination, death, or default of any guarantor of Lessee's obligations under this Master Lease, a material change in such guarantor's financial condition, or impairment of such guarantor's ability to guaranty Lessee's obligations under this Master Lease; (g) a significant change in the management, ownership, or control of Lessee without Lessor's consent; (h) Lessee's default under the terms of any other agreement, including any other lease, loan agreement, or schedule thereto, with Lessor or an affiliate of Lessor ("Other Agreement"); or (i) a material adverse change in the creditworthiness of Lessee as determined in Lessor's sole discretion.

Upon Lessee's default, Lessee shall be liable for, and shall pay Lessor upon demand, the sum of the following as liquidated damages: (a) any Lease payments or other amounts due and owing as of the time of default; plus (b) the balance of the payments Lessee would have paid had this Master Lease gone to full term, less a deduction for the time value of such payments; plus (c) if applicable, the residual value as set forth in any Schedules to this Master Lease; plus (d) an amount equal to the highest monthly rental payment scheduled and owed by Lessee within the preceding twelve (12) month period; plus (e) any security deposit held by Lessor under this Master Lease; plus (f) any and all costs, fees or expenses associated with the resale of the leased Equipment; plus (g) any fees incurred by Lessor from any of its assignees as a result of Lessee's default; plus (h) any sales, use and property taxes, and other similar taxes, charges, or fees.

In the event of Lessee's default, Lessee agrees to surrender the Equipment to Lessor at such location as Lessor may designate, and Lessor may take possession of the Equipment wherever the same may be found, whether on Lessee's premises or elsewhere. Lessee further agrees that any and all rights or interest Lessee may have in the Equipment shall be extinguished upon Lessee's default. In the event of Lessee's default, Lessee voluntarily, knowingly, and intelligently waives any right to have a hearing prior to losing possession of the Equipment by means of a court order.

If the repossessed Equipment contains property not belonging to Lessor,

Lessor may notify Lessee in writing that Lessee must remove such property from Lessor's premises within seven (7) days or Lessor shall have the right to store or dispose of such property. The notice shall request the name, address, and telephone number of the owner of the property. LESSEE SHALL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES INCURRED BY LESSOR IN STORING OR DISPOSING OF THE PROPERTY AND SHALL DEFEND, PROTECT, AND INDEMNIFY LESSOR FROM ALL LOSS, COST, DAMAGE, OR EXPENSE LESSOR MAY SUFFER OR INCUR AS A RESULT OF THE PROPERTY BEING LOCATED IN THE EQUIPMENT OR STORED OR DISPOSED OF BY LESSOR.

If Lessor obtains possession of Equipment following Lessee's default, Lessor may, but shall not be obligated to, dispose of the Equipment by public or private sale in the wholesale or retail market, and such disposition may be with or without notice to Lessee or, if Lessor so elects in its sole discretion, Lessor may relet the Equipment. In the event of a public or private sale or reletting, Lessor shall deduct from Lessee's default liability the amount of any proceeds obtained upon disposition of the Equipment, less any costs or expenses incurred by Lessor in connection with the repossession, storage, restoration, disposition, or reletting of the Equipment. Lessor may assess, and Lessee will be liable for, interest on the total amounts Lessee may owe to Lessor by reason of Lessee's default at the rate of eighteen percent (18%) per annum or at the highest rate allowed by applicable law, whichever is less, both before and after judgment, to the extent permitted by law. Lessee shall also be liable for any collection or legal costs or expenses incurred by Lessor, including reasonable attorneys' fees and court costs.

If Lessee is in default under any Other Agreement between Lessee and Lessor, then such default shall also be a default under this Master Lease, including all Leases and other Schedules executed hereunder. Upon such a default, Lessor shall have all of the cumulative rights and be entitled to exercise all remedies set forth herein and in all Other Agreements. Any monies received by Lessor pursuant to this Master Lease or any Other Agreements shall be applied by Lessor to Lessee's obligations in such amounts and in such order as Lessor determines in its sole discretion.

Lessee understands and agrees that the remedies provided under this Master Lease in favor of Lessor upon default shall not be exclusive, but shall be cumulative and in addition to any other remedies available to Lessor, whether existing in law, equity, or bankruptcy.

**16. PREPAYMENT FEES.** To the extent permitted by applicable law, it is understood that if Lessee prepays any obligations or if Lessor accelerates payment of any obligations under a Lease, except as otherwise set forth in Section 15 pertaining to an occurrence of default, Lessor has the right to charge Lessee, and Lessee hereby agrees to pay to Lessor, fees in an amount equal to three percent (3%) of the then unpaid principal balance of the obligations from the applicable delivery date through fifty percent (50%) of the term of the Lease ("Prepayment Fees"). The parties intend that the Prepayment Fees constitute compensation and not a penalty, and that the Prepayment Fees are reasonable fees in the event of Lessee's prepayment of the obligations or Lessor's acceleration of payment of any obligations.

**17. SECURITY DEPOSIT.** At all times during this Master Lease, Lessee shall deposit and maintain with Lessor a security deposit in the amount, if any, identified in each Lease. Any security deposit made by Lessee hereunder shall be returned to Lessee, without interest, upon the expiration of the applicable Lease, provided, however, that in the event of Lessee's default under or breach of any of the terms of this Master Lease, all or a portion of such security deposits may be applied to reduce the obligations or liabilities of Lessee associated with such default or breach. If Lessor applies any security deposit as provided in this Section, then promptly upon notice by Lessor to Lessee, Lessee shall deposit with Lessor an amount equal to the applied security deposit in order to restore the total amount of the security deposit previously held by Lessor.

**18. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.** LESSOR IS NOT THE PRODUCER, MANUFACTURER, OR SUPPLIER OF THE EQUIPMENT LEASED HEREUNDER, AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS MASTER LEASE OR THE EQUIPMENT LEASED HEREUNDER INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE. LESSOR SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES.

Lessor hereby assigns to Lessee any manufacturer's standard warranties applicable to any Equipment leased hereunder, together with any rights and remedies afforded thereby, to the extent that such warranties, rights, and remedies are assignable.

**19. NO AGENCY.** Lessee acknowledges and agrees that neither the manufacturer of any of the Equipment leased hereunder, nor any representative of such manufacturer, is an agent of Lessor or is authorized to add to, waive, or modify the terms of the Lease Documents. No statements made to the Lessee by a manufacturer of the leased Equipment or such manufacturer's representatives shall affect Lessee's duty to pay rent and perform its other obligations as set forth in the Lease Documents.

**20. ENTIRE AGREEMENT.** The Lease Documents constitute the entire agreement of Lessor and Lessee. Except as provided in Section 21, no waiver or modification of this Master Lease shall be effective unless in writing and signed by both parties. No waiver or indulgence by Lessor of the deviation by Lessee of any performance required herein shall be deemed a waiver of Lessor's rights to subsequent or other full and timely performance.

**21. LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY.** Lessee agrees that Lessor may, in a written notice from Lessor to Lessee, amend the Lease Documents to reflect a change in one or more of the following conditions: (a) description of the Equipment; (b) identification numbers associated with the Equipment; (c) Lessee's legal name; (d) Lessee's address or the address of the location of the Equipment; or (e) the Effective Date. Upon Lessor providing written notice to Lessee of any such amendment, such amendment shall be deemed incorporated in the Lease Documents as if originally set forth therein.

**22. SUCCESSORS AND ASSIGNS.** This Master Lease shall be binding upon and inure to the benefit of any permitted successors or assigns of the respective parties hereto.

**23. COSTS AND ATTORNEYS' FEES.** If Lessor employs an agent or other party for purposes of collection or repossession, or if Lessor refers this Master Lease to an attorney for purposes of collection or repossession of Lessor's interests herein or the enforcement of Lessor's rights and remedies hereunder, Lessee agrees to reimburse Lessor upon Lessor's demand for all of Lessor's reasonable repossession costs, attorneys' fees and expenses to the extent permitted by applicable state law.

**24. NOTICES.** All notices and payments shall be mailed via overnight courier or certified mail, return receipt requested, to the respective parties at the addresses hereinabove indicated, or such other address as a party may provide from time to time in writing, and shall be deemed effective the day after sent by overnight courier or three days after sent by certified mail.

**25. GOVERNING LAW AND JURISDICTION.** Any and all disputes and claims of any kind and nature whatsoever arising under this Master Lease shall be handled as provided in this Section. This Master Lease shall be deemed to have been made in the State of Colorado and shall be governed by and construed and interpreted in accordance with

508 through 522 or corresponding sections of the Uniform Commercial Code article or division and any successor provisions thereto pertaining to personal property leasing in any jurisdiction in which enforcement of this Master Lease is sought.

If this Master Lease or any Lease executed hereunder is deemed at any time to be a lease intended as security, Lessee then grants Lessor a security interest in the Equipment to secure its obligations under this Master Lease and all of the Leases executed hereunder and agrees that, in addition to all of Lessor's rights and remedies hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

**29. PROGRAM PARTNERS.** Lessee acknowledges and agrees that this Master Lease is between Lessor and Lessee only. Lessee agrees that if this Master Lease or any Lease executed hereunder is marketed, promoted, advertised, or presented by any third party authorized by Lessor (each, a "Program Partner"), whether pursuant to any leasing or financing program between Lessor and Program Partner or otherwise, Lessee will defend and hold Program Partner, its affiliates, and their officers, directors, employees, agents, and respective successors and assigns, harmless from and against any claims, liability, losses, costs, and expenses of any nature whatsoever related to this Master Lease, or any Lease executed or Equipment leased hereunder. **LESSEE AGREES THAT PROGRAM PARTNERS SHALL HAVE NO LIABILITY TO LESSEE OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY AND ALL INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES.**

**WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE HEREUNDER.** Lessee hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Lessee hereby irrevocably waives and agrees not to assert by way of motion, defense, or otherwise, any claim that Lessee is not subject personally to the jurisdiction of such courts, that the Equipment leased hereunder or any other property of Lessee is exempt or immune from attachment or execution, that any action brought under this Master Lease is brought in an inconvenient forum, that the venue of the action is improper, or that this Master Lease cannot be enforced by such courts. Notwithstanding the foregoing, Lessor may bring an action in replevin, trespass, detinue, trover, or any similar action in any jurisdiction in which the property subject to such action is located.

**26. COPIES IN LIEU OF ORIGINALS.** Lessee acknowledges and agrees that Lessor may, in its sole discretion, destroy or otherwise not retain any or all of the original Lease Documents and may scan and store copies of the same electronically or by such other means as it deems appropriate. Lessee agrees that copies of the Lease Documents are and shall be fully enforceable and admissible in evidence to the same extent that the original Lease Documents would be so enforceable and admissible. Lessee hereby waives any claims that such copies should not be considered authentic or that it would be unfair to admit or use copies in lieu of the original Lease Documents. Lessee further agrees to re-execute any Lease Documents or copies thereof at the request of Lessor.

**27. SEVERABILITY; ENFORCEABILITY.** If any of the provisions of this Master Lease are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which this Master Lease is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions. Any provisions of this Master Lease that are unenforceable in one jurisdiction shall not render unenforceable such provisions in any other jurisdiction.

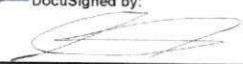
**28. ARTICLE 2A.** To the extent permitted by applicable law, Lessee hereby waives all rights and remedies under Article 2A, Sections

LESSEE ACKNOWLEDGES THAT IT HAS RECEIVED AND READ A COMPLETED COPY OF THIS MASTER LEASE BEFORE SIGNING BELOW.

BY SIGNING BELOW, LESSEE ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS MASTER LEASE.

**LESSEE:**

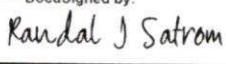
SIMON CONTRACTING LLC

DocuSigned by:  
  
 X  
 AG6053247D14EE  
 DocuSigned by SAMMAN ISSA  
 X  
 43F5785B91FB48D  
 Signature, SAMMAN S. ISSA

BY SIGNING BELOW, LESSOR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS MASTER LEASE.

**LESSOR:**

TRANS LEASE, INC. D/B/A TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO.

DocuSigned by:  
 By:   
 F7D3A275FA38425  
 Title: President



## TRAC Certification

Master Lease Agreement No.: 12311087

Schedule A Lease No.: 001

## Lessee:

SIMON CONTRACTING LLC

175 Concord Drive  
Paramus, NJ 07652

## Lessor:

TRANS LEASE, INC. DBA TRANS LEASE, INC., TRANS  
LEASE, INC. OF COLORADO, GEP LEASING, INC.,  
SUMMIT FINANCE CO.  
1400 W. 62nd Avenue  
Denver, CO 80221Organization Type: Proprietorship  
State of Organization: New Jersey

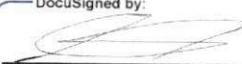
In accordance with Section 7701(h) of the Internal Revenue Code of 1986, under penalty of perjury, Lessee hereby certifies that

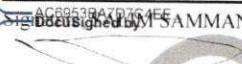
1. Lessee intends that more than fifty percent (50%) of the use of the Equipment, leased pursuant to the Master Lease Agreement ("Master Lease") and Schedule A Lease (the "Lease") indicated above as well as any applicable TRAC Rider to such Lease, is to be in a trade or a business of Lessee.
2. Lessee has been advised that Lessee will not be treated as the owner of any such Equipment for federal income tax purposes.
3. Lessee understands and agrees that this TRAC Certification is hereby incorporated into the terms of, executed in connection with, and made a part of the Master Lease and the Lease indicated above between Lessor and Lessee, as well as any applicable TRAC Rider to such Lease.

BY SIGNING BELOW, LESSEE ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS TRAC CERTIFICATION.

## LESSEE:

SIMON CONTRACTING LLC

X DocuSigned by:  
  
 4C6953B47D764EE  
 Signature: SAMMAN, ISSA

X DocuSigned by:  
  
 43F5785B91FB46D  
 Signature: SAMMAN, ISSA

Date: 11/15/2023 12:00:00AM



## TRAC Rider to Schedule A Lease

Master Lease Agreement No.: 12311087

**Lessee:**

SIMON CONTRACTING LLC

175 Concord Drive  
 Paramus, NJ 07652

Organization Type: Proprietorship  
 State of Organization: New Jersey

**1. RIDER.** This TRAC Rider to Schedule A Lease (this "TRAC Rider") hereby incorporates the terms of, is executed in connection with, and is made a part of the Master Lease Agreement (the "Master Lease") and Schedule A Lease (the "Lease") indicated above between Lessor and Lessee. Unless otherwise specified in this TRAC Rider, all capitalized terms used herein shall have the same meanings ascribed to them in the Master Lease or the Lease. In the case of a conflict between the terms of the Master Lease and this TRAC Rider, the terms of this TRAC Rider shall control.

**2. PURCHASE OPTION.** Lessee understands and agrees that Lessee has no option to purchase any of the Equipment at any time during the term of the Lease; provided, however, Lessee may have the opportunity to purchase the Equipment (the "Purchase Option") upon expiration of the Lease for the residual value set forth in the Lease (the "Residual Value"). Lessee must notify Lessor in writing of its intent to exercise the Purchase Option not more than ninety (90) and not less than sixty (60) days prior to the expiration of the Lease term. In addition, Lessee must pay any official fees and taxes assessed in connection with the purchase, including any sales, use, and property taxes, and other similar taxes, charges, or fees, plus any other amounts due hereunder but not paid at the time of expiration. Lessee expressly understands and agrees that Lessee shall have absolutely no equity or other ownership rights in the Equipment unless and until Lessee purchases said Equipment pursuant to this Paragraph.

**3. END OF LEASE TERMINATION LIABILITY.** Lessee must notify Lessor in writing of its intent to refinance the Lease prior to the expiration of the Lease term. If Lessee chooses not to exercise the Purchase Option or refinance the Lease, then upon the expiration of the Lease, Lessee shall, at Lessee's sole cost and expense, assemble and return the Equipment unencumbered at Lessor's place of business or at such other place as Lessor may specify in writing to Lessee, in the same condition, appearance, and functional order as received, reasonable and ordinary wear and tear excepted.

Schedule A Lease No.: 001

**Lessor:**

TRANS LEASE, INC DBA TRANS LEASE, INC., TRANS LEASE, INC. OF COLORADO, GEP LEASING, INC., SUMMIT FINANCE CO.  
 1400 W. 62nd Avenue  
 Denver, CO 80221

Upon the return of the Equipment as provided herein, Lessor may sell the Equipment at a public or private sale with or without notice to Lessee. If the amount received from the sale of the Equipment (less sales tax, reasonable sales commissions, and restoration costs, if any) exceeds the Residual Value of the Equipment as set forth in the corresponding Lease, the amount of such surplus shall be paid to Lessee. If the amount received from the sale (less sales tax, reasonable sales commissions, and restoration costs, if any) is less than the Residual Value of the Equipment as set forth in the corresponding Lease, Lessee shall be liable for and shall pay to Lessor upon demand, the amount of such deficiency.

If Lessee fails to return or release the Equipment on or before the last day of the Lease term, the Lease shall automatically renew on a month-to-month basis and, in addition to any remedy available to Lessor under the Master Lease or otherwise at law or in equity, Lessee shall be obligated to pay, as holdover lease payments, an amount equal to the monthly rental payment in effect immediately prior to the end of the term of the Lease for each month (or portion thereof) that Lessee fails to return or release the Equipment. Notwithstanding the foregoing, receipt of a monthly holdover payment shall not constitute Lessor's consent to Lessee's retention of the Equipment. Further, the monthly holdover payments shall not be credited against the Residual Value or any other obligation of Lessee under the Master Lease, Lease or this TRAC Rider.

Lessee agrees that the potential benefits or liabilities contemplated herein are not intended to create any equity interest in any Equipment for Lessee, but rather are designed as an incentive for Lessee to properly maintain the Equipment as required by the Master Lease.  
 BY SIGNING BELOW, LESSOR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS TRAC RIDER.

**LESSEE:**

SIMON CONTRACTING LLC

DocuSigned by:

AC6953BAYD764EE

Signature: SAMMAN. ISSA

DocuSigned by:

Randal J Satrom

F7D3A275FA38425...

By: Title: President



## Schedule "A" Vehicle Description and Terms

SIMON CONTRACTING LLC, Lessee  
175 Concord Drive  
Paramus, NJ 07652

Master Lease Agreement No.: 12311087-001

This Schedule is executed and delivered this November 15, 2023 ("Delivery Date") pursuant to the terms of that certain Master Lease Agreement No. 12311087 dated November 15, 2023, by and between the undersigned Lessor and Lessee ("Master Lease"). Terms used in this Schedule and not defined herein are defined in the Master Lease.

Year/Make/Model	Serial Number	Base Location	Contract Date
2024 KENWORTH T880 TRUCK W/2023 HERITAGE STEEL DUMP BODY S/N: HS-10044	1NKZX4TXXRJ364919	175 CONCORD DRIVE, Paramus, NJ 07652 County: Bergen	11/15/2023

Capitalized Cost	\$272,831.00
Security Deposit	\$0.00
Residual Value	\$81,850.00
Term (Number of Months)	61
Payment Start Date	11/20/2023
Administration Fee	\$695.00
Base Lease Payment	\$4,087.78
Sales Tax	\$0.00
Personal Property Tax	\$0.00
Other	\$0.00
<b>Total Payment</b>	<b>\$4,087.78</b>

**Ratification and Affirmation of Representations, Warranties and Covenants** - Lessee hereby agrees that its warranties and covenants the Lease Agreement are approved, ratified and affirmed in all aspects as of the date of this Schedule and confirms that the representations the Lease Agreement are, as of the date of this Schedule, true, accurate and complete in all aspects. This Schedule shall be treated as a separate document with respect to each of the vehicle(s) set forth herein.

Lessee also represents, warrants and certifies that the vehicle(s) set forth within were available for use and placed in service by Lessee on the Delivery Date.

## LESSEE:

SIMON CONTRACTING LLC

DocuSigned by:

AC89539A7D764EE

Signature, SAMAAN S. ISSA

43F5785B91FF480

Signature, SAMAAN S. ISSA

## LESSOR:

TRANS LEASE, INC. D/B/A TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO.

DocuSigned by:

F7D3A275FA38425

By: \_\_\_\_\_

Title: President

Date: November 15, 2023



## SCHEDULE "A" VEHICLE DESCRIPTION AND TERMS

SIMON CONTRACTING LLC, Lessee  
175 Concord Drive  
Paramus, NJ 07652

Master Lease Agreement No. 12311087  
Schedule No. 001

No. of Payments	Payment Date	Base Lease Payment	Tax	PPT Escrow Amount	Total Payment
1	11/20/2023	\$40,925.00	\$0.00	\$0.00	\$40,925.00
1	12/20/2023	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	01/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	02/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	03/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	04/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	05/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	06/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	07/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	08/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	09/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	10/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	11/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	12/20/2024	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	01/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	02/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	03/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	04/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	05/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	06/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	07/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	08/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	09/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	10/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	11/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	12/20/2025	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	01/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	02/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	03/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	04/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	05/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	06/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	07/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	08/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	09/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	10/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	11/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	12/20/2026	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	01/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	02/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	03/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	04/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	05/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	06/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	07/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78

No. of Payments	Payment Date	Base Lease Payment	Tax	PPT Escrow Amount	Total Payment
1	08/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	09/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	10/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	11/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	12/20/2027	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	01/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	02/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	03/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	04/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	05/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	06/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	07/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	08/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	09/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	10/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78
1	11/20/2028	\$4,087.78	\$0.00	\$0.00	\$4,087.78

Lessee:

SIMON CONTRACTING LLC

DocuSigned by:



Signature: SAMMAN ISSA



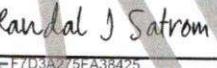
Signature: SAMMAN S. ISSA

Date: November 15, 2023

Lessor:

TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS  
LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT  
FINANCE CO.

DocuSigned by:



Signature: Randal J. Satrom

Title: President



Master Lease No.: 12311087-001

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement ("Master Lease") dated November 15, 2023 between the undersigned Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. ("Lessor"). In accordance with the Master Lease, Lessee hereby certifies and represents to Lessor as follows:

**1. Delivery and Acceptance and Date of Placement in Service.** Lessee hereby certifies to Lessor that on and as of the delivery date set out below, the vehicle(s) described below: (1) are tangible personal property and (2) have been delivered to and are in the possession of Lessee. Lessee also represents, warrants, and certifies, that the vehicle(s) were available for

use and placed in service by Lessee on the below-described delivery date.

**2. Acceptance and Acknowledgment.** Lessee acknowledges that the vehicle(s) was/were received in good condition and is/are in good operating condition and acceptable to Lessee. Lessee approves payment by Lessor to the supplier of such vehicle(s).

Lessee agrees that the terms in this Schedule are supplemental to the terms of the Master Lease. If, however, the terms in the Schedule are in direct conflict with terms in the Master Lease, the terms in the Master Lease shall control.

**Vehicle Description**

2024 KENWORTH T880 TRUCK W/2023  
HERITAGE STEEL DUMP BODY S/N:  
HS-10044

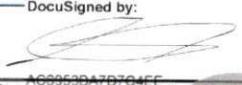
**Serial Number**

INKZX4TXXRJ364919

Date of Delivery: November 15, 2023

Point of Delivery: 175 CONCORD DRIVE, Paramus, NJ 07652  
County: Bergen**LESSEE:**

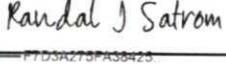
SIMON CONTRACTING LLC

DocuSigned by:  
  
 Signature, SALIM SAMMAN, ISSA  
 DocuSigned by:  
  
 Signature, SAMAN S. ISSA

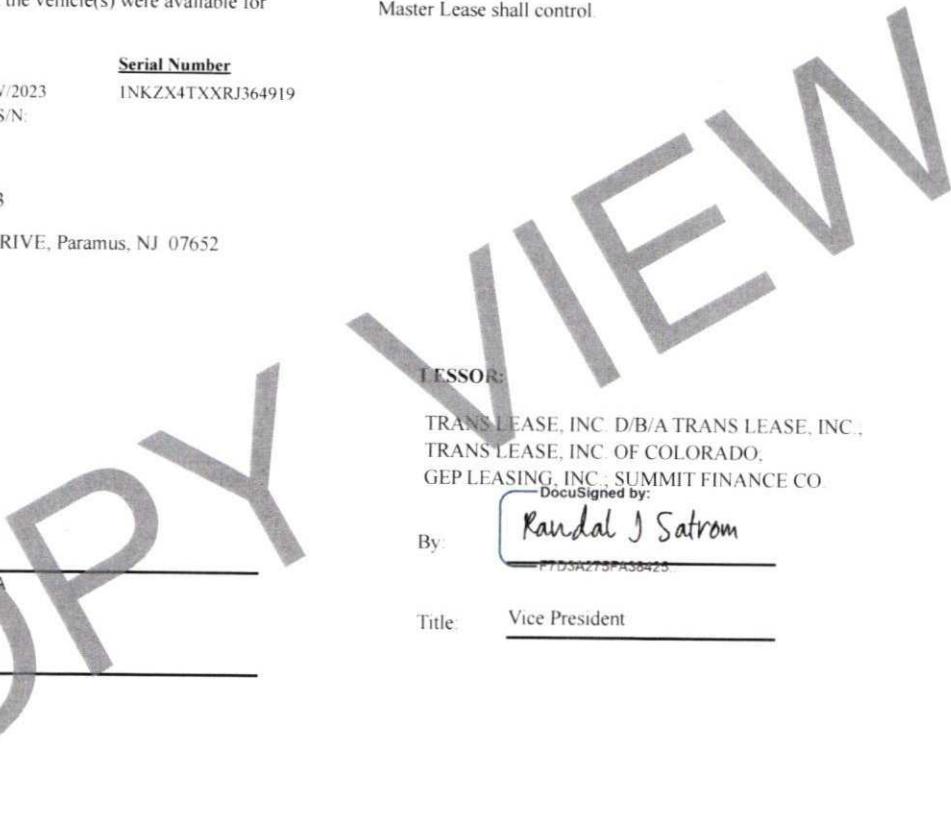
Date: 11/15/2023 12:00:00AM

**LESSOR:**

TRANS LEASE, INC. D/B/A TRANS LEASE, INC.,  
TRANS LEASE, INC. OF COLORADO,  
GEP LEASING, INC., SUMMIT FINANCE CO.

DocuSigned by:  
  
 Randal J. Satrom  
 P7DSA273PA35425

Title: Vice President





Master Lease No.: 12311087-001

In accordance with the Master Lease Agreement, dated November 15, 2023 ("Master Lease"), between the undersigned Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC., TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. ("Trans Lease"), Lessee hereby agrees to provide Trans Lease with certificate(s) of insurance evidencing physical damage coverage including comprehensive and collision coverage.

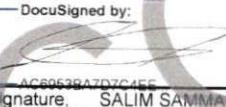
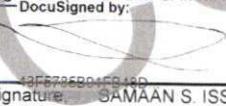
The following items must be included on the certificate(s) of insurance for each policy renewal during the term of the Lease:

1. **Lessee's Name** must be listed on certificate as SIMON CONTRACTING LLC  
single limit \$1,000,000 for Bodily Injury / \$1,000,000 for Per Person / \$1,000,000 for Property Damage.
2. Lessee must be the **named insured** on the policy. If not named insured, additional insured status must be provided for both Primary Auto liability and Non-Trucking (bobtail) liability.
3. Vehicle:
 

<u>Vehicle Description</u>	<u>Serial Number</u>	<u>Actual Cash Value</u>
2024 KENWORTH T880 TRUCK W/2023 HERITAGE STEEL DUMP BODY S/N: HS-10044	INKZX4TXXRJ364919	\$272,136.00
4. Proof of **Primary Auto liability & Non-Trucking liability** (if applicable) with a minimum amount of \$1,000,000 combined.

## LESSEE:

SIMON CONTRACTING LLC

DocuSigned by:  
  
 AC60539A7DZC455  
 Signature: SALIM SAMMAN ISSA  
 DocuSigned by:  
  
 12F5735B04CF49D  
 Signature: SAMAAN S. ISSA

Date: 11/15/2023 12:00:00AM

## Agreement to Provide Insurance for Leases

5. Proof of **Comp. & Col/Physical Damage** coverage with a **Maximum Deductible** of \$2,500.
6. Trans Lease, Inc. is required to be listed as **Additional Insured** for both Primary and Non-Trucking liability purposes and **Loss Payee** for Comp & Col/Physical Damage.
7. Lender/lienholder will also need to be listed as "**Lender's Loss Payee**".
8. Certificate(s) must show both **Effective Date** and **Expiration Date**
9. Trans Lease, Inc. prefers certificates to be done on **ACCORD 25-S** to show the scope of liability insurance and **ACCORD 27** as evidence of property insurance.

I hereby agree to furnish such insurance as required by Trans Lease, Inc. and authorize any coverage increases as may be necessary to meet such requirements. Furthermore, I agree to notify Trans Lease, Inc. of any agent or insurance company changes, policy cancellations, or policy changes within 24 hours to ensure proper coverage is kept on file at all times.

This document is a Schedule and made part of the Lease Documents as such term is defined in the Master Lease.

Lessee agrees that the terms in this Schedule are supplemental to the terms of the Master Lease. If, however, the terms in this Schedule are in direct conflict with the terms in the Master Lease, the terms in the Master Lease shall control.



## Lease Facts

**Schedule No.:** 12311087-001

This schedule is a Schedule and made a part of the Lease Documents as such terms are defined in the Master Lease Agreement between Lessee and Lessor dated November 15, 2023 ("Master Lease").

**Payments:** Most first payments are due at the same time documents are signed, followed by the second payment due within 30 days. Lessee's first payment is due on 11/20/2023 12:00:00AM. Payments received after 3:00 p.m. MST will be credited to the next business day.

**Billing Statements:** Statements are usually mailed 17 days prior to a payment due date. At the Lessee's request, in lieu of mailed paper statements, the Lessee may receive billing statements electronically. Lessor's failure to mail statements, electronically or otherwise, shall not excuse Lessee's obligation to make payments as required under the Master Lease.

**Late Charges:** A late fee of 5% of your total period payment will be charged if payment is not received within 10 days of the payment due date. The late fee will be billed in the next billing cycle.

**Insurance:** A certificate evidencing proper coverage is required before any equipment is picked up or delivered. If Lessee changes insurance companies, Lessee must have Lessee's new agent contact Lessor to add the correct lienholder and loss payee information. For insurance requirements, see the Master Lease or Agreement to Provide Insurance for Leases.

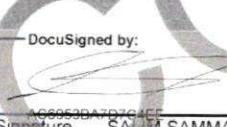
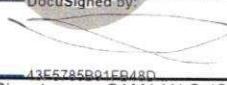
**Remittances:** All payments should be mailed to:

TRANS LEASE, INC.  
1400 W 62nd Ave  
Denver CO 80221

### LESSEE:

SIMON CONTRACTING LLC

**COPY**

DocuSigned by:  
X   
Signature, SALIM SAMMAN. ISSA  
DocuSigned by:  
X   
Signature, SAMAAN S. ISSA

Date: 11/15/2023 12:00:00AM

**Pre-Authorized Checking (PAC):** Payments can be automatically deducted from Lessee's checking account at any bank. Please contact Lessor's office to set up pre-authorized checking. Payments are deducted on the payment due date.

**Equipment Damage:** Any accidents or damage to leased or financed equipment should be reported immediately to Lessee's insurance company and Lessor's office.

**Property Tax:** If so required in the state in which the leased vehicle is titled, Trans Lease, Inc. will file and remit business personal property taxes on your behalf. The amount of the taxes due, any additional sales taxes and a property tax administration fee of \$35 will be added to your lease payments.

**Property Tax Escrow:** A property tax escrow account is available to Lessee at no charge. If Lessee chooses to participate in the escrow program, a monthly installment charge based on estimated annual property taxes will be added to Lessee's lease payments and the property tax administration fee will be reduced from \$35 to \$20. Trans Lease, Inc. will pay all property tax bills received from Lessee's escrow account. Lessor may change the amount of the property tax administration fee at any time, and from time to time, with written notice to the Lessee.

Lessee agrees that the terms in this Schedule are supplemental to the terms of the Master Lease. If, however, the terms in this Schedule are in direct conflict with terms in the Master Agreement, the terms in the Master Agreement shall control.



November 15, 2023

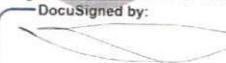
SIMON CONTRACTING LLC  
175 Concord Drive  
Paramus, NJ 07652

Dear SIMON CONTRACTING LLC:

Reference is made to Master Lease No.12311087 dated 11/15/2023 persuant to that certain schedule 001 between TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC. ("Lessor"), and SIMON CONTRACTING LLC ("Lessee"), which shall be referred to herein as the "Master Lease".

Please be advised that the Lessor has assigned its rights, including the right to receive payment, under the Master Lease, and its interest in the equipment and other personal property described therein ("Equipment") effective November 15, 2023 ("Effective Date") to CUSTOMERS COMMERCIAL FINANCE, LLC ("Assignee"). The foregoing assignment is being made by Lessor to Assignee as collateral security for the full payment and performance by Lessor of all of its obligations under the loan documents between Lessor and Assignee evidencing the loan made by Assignee to Lessor (the "Loan"). However, until the occurrence of an Event of Default (as such term is defined in the loan documents evidencing and securing the Loan), Lessor shall continue to enjoy all the rights and privileges of lessor under the Master Lease. Further, unless and until you receive written notice otherwise from the Assignee, Lessee shall continue to make payment to the Lessor as agent for the Assignee, provided, however, no prepayment or change in the manner or recipient of payments under the Master Lease shall be made without the prior written consent of Assignee.

**LESSEE:**  
SIMON CONTRACTING LLC

DocuSigned by:  
  
Signature: SALIM SAMMAN ISSA  
DocuSigned by:  
  
Signature: SAMAAN S. ISSA

Date: 11/14/2023

## Notice of Assignment of Lease and Acknowledgment

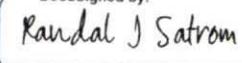
Lessee confirms that, as of the Effective Date, under the Master Lease, there are 61 scheduled monthly payments of \$4,087.78 (plus applicable taxes), that the next scheduled monthly payment is due on November 20, 2023 and that the final scheduled payment is due on December 20, 2028.

Upon the occurrence of an Event of Default the Assignee shall have and be entitled to exercise any and all rights and powers of the Lessor under the Master Lease but shall not be obligated to perform any of such obligations. To induce Assignee to accept the assignment of the Master Lease, Lessee agrees to continue to make timely payments and other amounts payable under the Master Lease or any other Lease Documents to or for the benefit of Assignee, notwithstanding any defense, claim, setoff, abatement or recoupment of any nature (Lessee reserves, however, the right to have recourse for such defense or claim against the Lessor). Additionally, Lessee agrees that (i) Lessee will make payments as outlined above, (ii) the Master Lease has been duly authorized and is in full force and effect, (iii) Lessee is not in default, (iv) the Equipment under the Master Lease has been delivered and accepted by Lessee, and (v) Lessor is fully performing at the present time all the matters it has obligated itself to perform as provided in the Master Lease. If Lessee receives notice for any reason from Assignee directing that payments due under the Master Lease be made directly to Assignee or its designee, Lessee is authorized to abide by and comply with such instructions for remittance of the payments directly to Assignee without any further consent by or notice to the Lessor.

Please sign the original and a copy of this letter, indicating Lessee's acknowledgment and agreement to this letter.

**LESSOR:**

TRANS LEASE, INC D/B/A TRANS LEASE, INC.,  
TRANS LEASE, INC OF COLORADO,  
GEP LEASING, INC., SUMMIT FINANCE CO.

DocuSigned by:  
  
F7D3A275FA38425  
By: Randal J. Satrom  
Title: Vice President



## Power of Attorney - Schedule B

Lease No.: 12311087-001

To the extent permitted by law, the undersigned Lessee hereby appoints Trans Lease, Inc. dba Trans Lease, Inc.; Trans Lease Inc. of Colorado, GEP Leasing, Inc.; Summit Finance CO. ("Lessor"), with full power of substitution, as Lessee's agent and true and lawful attorney-in-fact, with full irrevocable power and authority in place and stead of Lessee and in the name of Lessee or in its own name, to prepare, execute, sign, file and record on its own behalf without the signature of Lessee, (a) any and all necessary UCC-1 financing statements and other documents required to protect and perfect Lessor's interest in the vehicle(s) described below; and (b) all instruments and documents, applications, and certificates of title related to the application for certificate of title, registration, license and/or renewal and transfer of license plates with respect to the vehicle(s) listed below.

Without limiting the foregoing, Lessee further agrees, if so requested by Lessor, to execute any instrument or financing statement necessary to protect or reflect Lessor's interest in said vehicle(s) and to pay the cost of filing or recording such instruments or documents.

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement between Lessee and Lessor dated November 15, 2023 ("Master Lease").

Lessee agrees that the terms in this Schedule are supplemental to the terms of the Master Lease. If, however, the terms in this Schedule are in direct conflict with terms in the Master Lease, the terms in the Master Lease shall control.

### Vehicle Description

2024 KENWORTH T880 TRUCK W/2023 HERITAGE STEEL DUMP BODY  
S/N: HS-10044

### Serial Number

INKZX4TXXRJ364919

### LESSEE:

SIMON CONTRACTING LLC

DocuSigned by:  
  
 AC6953BA7D7C4FF  
 Signature, SALIM SAMMAN. ISSA  
 DocuSigned by:  
  
 Signature, SAMAAN S. ISSA

Date: 11/15/2023, 12:00:00AM

**COPY VIEW**



## Affidavit of Signature Authority

SIMON CONTRACTING LLC

The undersigned certifies that undersigned is the Corporate Secretary, Partner, Member, Officer or other authorized signor of SIMON CONTRACTING LLC and that, as such, undersigned is authorized to execute this Affidavit on behalf of Entity.

**WHEREAS**, an officer of this Entity has executed or is about to execute one or more Lease Agreements ("Leases") or Loan and Security Agreements ("Loan Agreements") and/or other related documents ("Other Documents") with Trans Lease, Inc., pursuant to which the Entity may lease or finance certain vehicles, equipment and/or other personal property including, without limitation, automobiles, trucks, tractors, trailers and semi-trailers from time to time as described therein, and

**WHEREAS**, the Directors, Partners, Members or other authorized personnel of the Entity have examined the Lease(s) or Loan and Security Agreements and/or Other Documents and approved the terms and conditions thereof.

**NOW, THEREFORE**, the undersigned certifies that the Entity requires signature(s) (if left blank, any one signature) to execute the Leases, Loan Agreements and/or other Documents on behalf of the Entity, of which, the following officers whose signatures appears below be, and hereby are authorized to execute the Leases or Loan Agreements and/or Other Documents on behalf of the Entity and to perform all acts and execute all instruments and documents as are, in the opinion of such officer, necessary, desirable or proper to carry into effect the purpose of the foregoing resolution and to effect the performance by this Entity of its obligations under the Leases or Loan Agreements and/or other documents.

The undersigned does further certify that the Entity is in good standing in all jurisdictions in which it is required to be qualified to do business and the execution of the Lease(s) or Loan and Security Agreement(s) and/or other documents and any other instruments and documents authorized hereunder are not in violation of the charter, bylaws or any agreements made by this Entity.

Name Title

SALIM SAMMAN ISSA

SAMAAN S ISSA

Owner

Owner

**IN WITNESS WHEREOF**

SIMON CONTRACTING LLC

By:

DocuSigned by:  
AC6953BA7D7C4EE

Title:

Owner

Corporate Secretary/Authorized Signer

Date: November 14, 2023

**VIEW**

**COPY**

Signature DocuSigned by:  
AC6953BA7D7C4EE

Signature DocuSigned by:  
43F5783B91FB48D

43F5783B91FB48D



## Continuing Guaranty

Master Lease Agreement No.: 12311087

## Guarantor(s):

1. SALIM SAMMAN ISSA
2. SAMAAN S. ISSA

## Company:

TRANS LEASE, INC. D/B/A TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO, GEP LEASING, INC; SUMMIT FINANCE CO.

1400 W. 62nd Ave  
Denver, CO 80221

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above-named Guarantors do hereby jointly and severally guaranty to Trans Lease, Inc (hereinafter called "Company"), subject to the terms and conditions of this Continuing Guaranty (this "Guaranty"), that SIMON CONTRACTING LLC (hereinafter called "Obligor") shall promptly and fully pay and perform any and all liabilities and obligations which now exist and/or which may hereafter accrue in any manner from Obligor to Company and in the event the Obligor fails at any time or times to promptly pay or perform any such obligations as the same become due, the Guarantors and each of them hereby jointly and severally promises to pay and perform any and all such obligations as the same become due from Obligor to Company, forthwith, upon demand and including attorneys' fees incurred in enforcing payment and performance of the Guarantors' obligations under this Guaranty.
2. This is an absolute and unconditional continuing Guaranty and by this Guaranty, the Guarantors and each of them hereby jointly and severally guaranty the prompt payment and performance of any and all obligations which may now exist and/or may hereafter accrue at any time or times from Obligor to Company until the Guarantors have delivered to Company a notice signed by them at their election not to guaranty any new obligations from Obligor to Company which may thereafter accrue. Such notice shall not in any way affect the promise of the Guarantors hereunder to pay and perform any and all obligations from Obligor to Company, existing at the time such notice is given. Any notice by any Guarantor of such election shall be effective only against the Obligor's obligations to the Company incurred after the date of receipt of such notice by the Company and shall only apply to the Guarantor giving such notice, and all of the obligations of the other Guarantor(s) under this Guaranty shall continue and not be affected in any way by such notice.
3. Each of the Guarantors waives all notice of acceptance of this Guaranty by the Company, all notice of the extension of credit from time to time given by Company to Obligor and all notice of the amount of the obligations of the Obligor to the Company, which may exist from time to time, and agree that if any one of the Guarantors desires at any time to ascertain the amount of liability accrued under this Guaranty, such Guarantor will make written inquiry to the Company.
4. Each of the Guarantors hereby waives, to the fullest extent permitted by applicable law, all notices and/or defenses to which a guarantor or surety may be entitled including, without limitation, (a) presentment for payment, protest and notice of protest and of nonperformance of any note or notes made or hereafter made by Obligor to Company or of any other items or obligations held or hereafter held by Company against Obligor; (b) all rights, by statute or otherwise, to require Company to make demand upon or institute suit against Obligor or any other Guarantor or to exhaust its rights or remedies against Obligor or any other Guarantor, the Guarantors hereunder and each of them being bound to the payment and performance of each and all obligations of Obligor to Company, whether now existing or hereafter accruing, as fully as if each obligation was directly owing to Company by each Guarantor and as fully as if each Guarantor was a joint maker with Obligor upon each obligation made or hereafter made by Obligor to Company; (c) notice of adverse change in Obligor's financial condition or of any other fact or circumstance which might materially increase a Guarantor's risk; (d) any right to require Company to marshal assets or proceed against or exhaust any security held from the Obligor or any other person; (e) notice of any extensions, modifications or renewals of any of the obligations of Obligor to Company; (f) any defense based upon: (i) disability or lack of authority of the Obligor or any other person; or (ii) any act or omission by Company which directly or indirectly discharges or releases the Obligor or any other Guarantor, in whole or in part, from any obligation or that impairs any rights, remedies or security.
5. Forbearance on the part of Company to take steps to enforce the obligations held by it against Obligor, arising from Obligor's default in any respect whatever or the giving of further time to Obligor, shall in no way release the Guarantors or any of them, and the Guarantors and each of them shall remain liable hereunder for the prompt payment and performance of all notes signed by Obligor and made to Company and all renewals thereof and all other obligations which may now exist and/or may hereafter accrue from Obligor to Company. Guarantors authorize Company either before or after revocation hereof, without notice to or demand on any Guarantor, and without affecting any Guarantor's liability hereunder, from time to time, to: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of any obligation, including increase or decrease of the rate of interest thereon; (b) exchange, enforce, waive, subordinate or release any security for the payment of any obligation; (c) apply such security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement, mortgage, or deed of trust, as Company in its discretion may determine; (d) release or substitute any one or more of the endorsers or any other guarantors of any obligation or any other party thereto; and (e) apply payments received by Company from the Obligor to any indebtedness of the Obligor to Company, in such order as Company shall determine in its sole discretion, whether or not such indebtedness is covered by this Guaranty, and each Guarantor hereby waives any provision of law regarding application of payments which specifies otherwise.

6. Company may accept from Obligor any new, additional or substituted security from time to time without in any way impairing the obligation of the Guarantors, and the impairment of the security which Company may from time to time hold from Obligor in any way shall not operate to discharge any of the Guarantors in whole or in part, it being specifically agreed that Company is not required to exercise diligence to enforce its rights against Obligor or against any such security. Each of the Guarantors hereby waives any rights whatsoever which such Guarantor may acquire by law or otherwise to any equitable assignment of any or all of any security which the Company may hold as security for the obligations guaranteed hereby until such time as all obligations guaranteed hereby are paid in full to the Company.

7. Each Guarantor agrees that the balance due and unpaid at any time from Obligor to Company, as shown by the books of Company if approved as correct by Obligor, shall be received as conclusive evidence of the amount of such obligations owed by Obligor to Company as against the Guarantors and shall not be disputed or questioned by any of the Guarantors. Each Guarantor waives any defense based on a defense that Obligor may have against Company and all defenses given to sureties or guarantors, at law or in equity, other than the payment and performance of the obligations secured by this Guaranty in full. Each Guarantor expressly agrees that Company cannot prejudice its rights against any Guarantor by any act or omission on its part with respect to any obligations. All remedies or actions for the enforcement by Company of the payment of such obligations are cumulative and the pursuit of one shall not preclude the enforcement of any other rights or remedies.

8. This Guaranty constitutes the entire contract between the Guarantors and the Company with respect to the subject matter hereof. No waiver or modification of any term or provision of this Guaranty shall be valid unless set forth in a written instrument signed by the Guarantors and the Company.

9. This Guaranty shall extend to and bind the heirs, executors, personal representatives, administrators, successors and assigns of each Guarantor, provided, however, no Guarantor may assign or transfer any of its interests or rights hereunder without Company's prior written consent. This Guaranty shall inure to the benefit of all transferees, assignees and/or endorsers of Company of any part or parts or all of the obligations herein guaranteed. Each Guarantor acknowledges that Company has the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, the obligations and this Guaranty.

10. If any waiver or other provision of this Guaranty shall be held to be prohibited by or invalid under applicable public policy or law, such waiver or other provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such waiver or other provision or any remaining provisions of this Guaranty.

11. This Guaranty and all disputes or claims relating hereto shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of laws principles.

12. Company may, in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Guaranty (a "Counterpart") as the binding and effective record of this Guaranty, whether or not an ink signed copy hereof is also received by Company from the Guarantors, provided, however, that if Company accepts a Counterpart as the binding and effective record hereof, the Counterpart acknowledged in writing by Company shall constitute the record hereof. Each Guarantor agrees that such Counterpart received by Company, shall, when acknowledged in writing by Company, constitute

an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against the Guarantors. If Company accepts a Counterpart as the binding and effective record hereof only such Counterpart acknowledged in writing by Company shall be marked "Original" and a security interest may only be created in the Guaranty that bears Company's ink signed acknowledgement and is marked "Original."

13. The liability of each Guarantor hereunder shall be reinstated and revived and the rights of Company shall continue if and to the extent that for any reason any amount at any time paid on account of any obligation guaranteed hereby is rescinded, avoided or must otherwise be restored by Company, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid.

14. Each Guarantor represents and warrants to Company that: (a) without Company's prior written consent, such Guarantor shall not sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or a substantial or material part of such Guarantor's assets, other than in the ordinary course of such Guarantor's business, (b) Company has made no representation to such Guarantor as to the creditworthiness of the Obligor, (c) if such Guarantor is a partnership, corporation, limited liability company or other legal entity, (i) the execution, delivery and performance of this Guaranty has been duly authorized by all necessary action on the part of such Guarantor and will not violate any provision of such Guarantor's governing documents, and (ii) the person signing this Guaranty on behalf of such Guarantor is duly authorized to do so, and (d) this Guaranty is a legal, valid and binding obligation of such Guarantor and is enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

15. Each Guarantor covenants with Company that (a) if Guarantor is an Entity, within one hundred and twenty (120) days after the end of each fiscal year, such Guarantor will deliver to Company a balance sheet as at the end of such year and statements of income and cash flows for such year, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding year, prepared in accordance with generally accepted accounting principles and certified by an independent accounting firm acceptable to Company, (b) if Guarantor is an individual, such Guarantor will deliver to Company a personal financial statement showing assets, liabilities and sources of income in form acceptable to Company within one hundred twenty (120) days after the end of each calendar year, (c) such Guarantor will deliver to Company with reasonable promptness, such other financial information as Company shall reasonably request, (d) such Guarantor will not change its name, address, form or state of organization, as applicable, without giving Company at least thirty (30) days prior written notice thereto, (e) if an entity, such Guarantor will not permit the sale or transfer of any ownership interest in such Guarantor to any person or entity (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or control of Guarantor from the person(s) or entity(ies) holding such ownership and/or control as of the date hereof, (f) such Guarantor will not consolidate with or merge into or with any other entity (as applicable) or sell, transfer, lease or otherwise dispose of all or substantially all of such Guarantor's assets to any person or entity, and (g) such Guarantor will not allow a Blocked Person to have an ownership interest in or control of such Guarantor. "Blocked Person" means any person or entity (i) that is now or at any time on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any similar sanctions identification list, (ii) whose property or interests

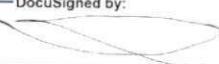
in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government, or (iii) that is otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Company, to be a person with whom Company is not permitted to extend credit to or with regard to whom, a guarantor relationship may result in penalties against Company or limitations on a creditor's ability to enforce a transaction.

**16.** Until all obligations have been paid and performed in full, the Guarantors shall have no right of subrogation, and each Guarantor waives any right to enforce any remedy which Company now has or may hereafter have against the Obligor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Company.

**17.** THE PARTIES HERETO IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO A DISPUTE HEREUNDER.

**18.** In the event this Guaranty is signed by only one person, then the term "Guarantors" herein shall be considered to be in the singular.

DocuSigned by:  
  
X AC6953BA7D7C4FF  
Guarantor Signature:  
SALIM SAMMAN ISSA  
Printed Name:  
Address: 175 Concord Drive  
Paramus, NJ 076524530

DocuSigned by:  
  
X 415785B01FB48D...  
Guarantor Signature:  
SAMAAN S. ISSA  
Printed Name:  
Address: 175 Concord Drive  
Paramus, NJ 07652

SPILL RESPONSE TELEPHONE NUMBERS {REFERENCE LIST}

Primary

Phone Number:

Coordinator:

201-970-2800 (cell)

SALIM ISSA

175 CONCORD DR. PARAMUS, NJ 07652

SALIM ISSA, Transportation Manager

Spill Reporting Phone Numbers:

Phone Number:

USDOT National Response Center

201-874-1175

Center for Disease Control

404-633-5313

USCG National Response Center

202-426-2675

Delaware DNREC 24-hour Hotline

302-739-9401

(in state only)

800-662-8802

New Jersey DEP 24-hour Hotline

609-292-7172

New York State DEC 24-hour Hotline

518-457-7362

Pennsylvania DEP 24-hour Answering Service

717-787-4343

PS Emergency Management Agency

717-783-8150(24-hr)

Region 1 (Norristown)

215-270-1900

Region 2 (Wilkes-Barre)

717-826-2511

Region 3 (Harrisburg)

717-657-4585

Region 4 (Williamsport) (9am-5pm)

717-327-3646

(24-hour)

717-327-3696

Region 5 (Pittsburgh)

412-645-7100

Region 6 (Meadville)

814-724-8557

PA local Police and Fire Departments

911 or (0) Operator

Maryland DEP 24-hour Answering Service

866-633-4686

## EMERGENCY RESPONSE EQUIPMENT

The following emergency response equipment is to be maintained on each **SIMON CONTRACTING LLC** vehicle while hauling contaminated waste or contaminated material.

1. Emergency Eyewash Kit
2. First Aid Kit
3. Portable ABC Dry Chemical Fire Extinguisher
4. Equipment and Protective Clothing, as follows
  - Safety Goggles and/or Shield
  - PVC Boots
  - PVC Gloves
  - Rain Gear
  - Disposable Coveralls (e.g. Tyvek)
  - Triangle Reflectors
  - Hard Hat
  - Duct Tape (at least one roll)
  - Tool Kit
  - Flash Light
  - Sorbent Pads, OH-Dri
  - 85 Gallon Overpack Drum (for drum shipments)
  - Bung Wrench (Non-Sparking, for drum shipments)
  - Shovel
  - Spill Kit

All emergency response equipment is to be inspected daily by the DRIVER during his/her Pre-Trip inspection. Emergency equipment which is damaged or missing should be replaced prior to departure.

In the event of a spill, **SIMON CONTRACTING LLC** emergency response contractors can provide additional equipment, such as vacuum trucks, dump trucks, front end loaders and other equipment necessary to contain and remove contaminants.

## SPILL CLEANUP AND EMERGENCY REPORTING PROCEDURES

**All Personnel** will follow this plan in the event of a spill/discharge of any material during pickup, transportation or delivery.

All actions taken and notification made following a report of a spill/discharge or other emergency must be done only with the full knowledge and approval of the Cerberus Transport LLC Emergency Coordinator in charge and in compliance with applicable local, state and federal regulations.

1. In the event of a spill/discharge or other emergency during delivery, transportation or pickup, the Driver will use his/her common sense to IMMEDIATELY and safely take appropriate action to protect human health and the environment including:
  - a. Secure the area to unauthorized access by people or other vehicles
  - b. Keep all sources of ignition (e.g. pipes, cigarettes, flares, etc.) away from the scene
  - c. Set up warning signals around the scene to prevent further accidents. Flame producing signals such as flares should not be used during incidents involving combustible or flammable materials.
  - d. Attempt to contain the spill and stop or reduce the flow of the leak
  - e. Obtain help in the immediate area to assist in securing the site
2. The DRIVER will contact (or have a responsible person in the area call) the Cerberus Transport LLC Emergency Coordinator(s) via the phone numbers listed previously. The DRIVER or alternate caller will provide the Emergency Coordinator with the information requested in the following section.
3. The DRIVER is then to continue to monitor the scene and remain in contact with the Emergency Coordinator while an appropriate course of action is determined.
4. The Emergency Coordinator, DRIVER, or other authorized individual shall be responsible for contacting the appropriate authorities as well as the necessary contractors.

PRELIMINARY SPILL INFORMATION

A. Who is reporting the spill? If other than the driver, note the driver's name.

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B. Where are you calling from and what is the telephone number or the site you are calling from?

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C. Where **is** the spill? \_\_\_\_\_

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D. Who is the Generator of the waste spilled? \_\_\_\_\_

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E. What wastes have spilled and how much of each waster were spilled?

WASTE

AMOUNT

F. What is being done to stop, slow or cleanup the spill/discharge? \_\_\_\_\_

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G. What type of truck are you driving? (Tri-Axle dump truck, Roll-Off, etc.) \_\_\_\_\_

H. Has anyone been injured? How bad are their injuries? \_\_\_\_\_

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I. How much damage is there to the vehicle involved and the surrounding property?

J. What authorities (e.g. police, fire, EPA, etc.) are already at the scene? \_\_\_\_\_

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## IMMEDIATE CONTAMINATED MATERIALS INCIDENT NOTIFICATION

At the earliest practical moment after a spill/discharge occurs, the Emergency Coordinator or the Driver shall initiate contact with the USDOT/USEPA/USCG National Response Center by telephone at 1-800-424-8802 if the incident involves contaminated materials during transportation, unloading or storage and results in one or more of the following:

1. A person is killed
2. A person receives injuries requiring hospitalization
3. Estimated damage to carrier or other property exceeding \$50,000
4. A situation though it does not meet one of the criteria exists of such a nature that in the judgement of the carrier, it should be reported even though it does not meet one of the criteria listed above (e.g. a continuing danger to life exists at the scene)

In making the telephone report, the Emergency Coordinator, Driver or other authorized individual shall provide the following information to the extent possible:

1. Name of the REPORTER
2. The name and address of the transported as follows:
  - Name address:
3. Telephone number where the REPORTER can be contacted
4. The location, date and time that the incident occurred
5. Identify the extent of injuries, if any
6. The classification, name and quantity of contaminated materials involved, if such information is available. For each material involved in the incident, an attempt should be made to supply the following specific information:
  - a. Generator's name
  - b. Generator's EPA identification number
  - c. Proper DOT shipping name
7. A brief description of the type of incident and the nature of contaminated material involvement and whether a continuing danger to life exists at the scene.

## DETAILED CONTAMINATED MATERIALS INCIDENT REPORT

A written report, in duplicate on DOT Form F 5800.1 , must be made within 15 days of discovery of an incident arising out of the transportation, loading , unloading or storage of contaminated materials as follows:

- a) As a follow-up to any such incident reported by telephone during the immediate notification process described previously.
- b) As a result of an unintentional release of contaminated materials from any packaging including a cargo tank.

## CONTAMINATED SUBSTANCE DISCHARGE NOTIFICATION

A discharge of a contaminated substance into or upon navigable water must be reported to the USDOT/USEPA/USCG Coast Guard National Response Center at 1-800-424-8802 or 1-202-426-2675 . (Note: Only spills of hazardous substance which equal or exceed the designated "Reported Quantity" are required to be reported.)

Reportable Quantity values may be found as an Appendix to 49 CFR 172.101

The notification should be made by the designated Emergency Coordinator or alternately the driver as soon as that person has knowledge of the spill or damage.

The discharge notification should include the same information as that which is provided to the USDOT National Response Center during the Federal immediate notification process outlined previously

### DRIVER TRAINING

All drivers will have Class A or Class B CDL license. All drivers review the FMCSA share the road safely truck and bus driver tips annually and sign and date the documents as a read and acknowledge. Documents are stored in the cab of the vehicle as well. Drivers shall review the DOT Motor Carrier Safety Regulations. FMCSA will also conduct safety audits.

I work with my insurance carrier to verify driving records. If a driver were to obtain a moving violation there would be a formal meeting held with the driver reviewing the incident and written warning which the driver and president of the company will sign stating if a second violation is received they will be terminated from the company. They are responsible for making payment on the violation as well and attending a motor vehicle training class.

Driver(s) will ensure vehicle transporting solid waste is covered to prevent discharge or release of solid waste to the environment. Waste will be disposed of at approved facilities as in attached facility list. The driver(s) shall maintain a log of shipments which will also be utilized for annual reporting to Delaware. The driver(s) shall coordinate the schedule for truck arrival and material deliveries at the facility. The delivery shall be compatible with the availability of equipment and personnel for material handling operations at the job site. The driver(s) shall inspect all vehicles leaving the site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site. The driver(s) shall not deliver waste to any facility other than the disposal facility(ies) listed on the shipping manifest. The driver(s) shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material or by decontaminating them prior to any use other than hauling contaminated materials.

All drivers review the spill control plan, sign and date as training records of a read and acknowledge training session. Spill control plan is retained in the cab of the vehicle. In addition, all vehicles will carry safety equipment as per Motor Carrier Safety Regulations DOT 49 CFR.

Driver(s) will review the 1301 Regulations Governing Solid Waste to ensure familiarity with conditions of permit.