

RECEIPT

DATE

10/23/25

No.

743692

RECEIVED FROM

Toshani LLC dba Heavyweight \$ 350.00

Three hundred fifty and 00/00 DOLLARS FOR RENT FOR

New DE-SW-2164

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM

9497306512

TO

BY

M.M.



RECEIVED

OCT 23 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

Language Preference: English

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 Toshani LLC dba Heavyweight Waste

Location Address:	Mailing Address:
131 Continental Drive Suite 305.	
Newark DE 19713	

Contact: Alpesh ANth Title: Owner

Business Phone: 734-635-3729 Fax: _____

E-mail: toshanillc.2024@gmail.com

24 hr Emergency Contact Phone: 734-635-3729

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: DE

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 _____

(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 _____
 No transporter permits in other states

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

DOT# 403398 MC# 1728830

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:

	FOR-HIRE INTERSTATE	ALL OTHERS
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 checked="" type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input checked="" type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input checked="" 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 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 checked="" 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 NA

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

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 Alpesh Nath Date 10/9/25
Print Name Alpesh Nath Title Owner

****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.

Company Ownership Information

4.(b)

Alpesh Nath Owner 50%

Prayam Patel Owner 50%

Customized writing practice

(c)

0505 0505 0505

0505 0505 0505

0505 0505 0505 0505 0505

0505 0505 0505

0505 0505 0505

0505 0505 0505 0505 0505

0505 0505 0505 0505 0505



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2025

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 GEICO One GEICO Blvd Fredericksburg, VA 22412	CONTACT NAME: GEICO	
	PHONE (A/C, No, Ext): 1-866-509-9444	FAX (A/C, No):
INSURED TOSHANI LLC DBA HEAVYWEIGHT WASTE 131 CONTINENTAL DR, STE 305 NEWARK, DE 19713	E-MAIL ADDRESS: R1COMMEND@GEICO.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GEICO General Insurance Company	35882
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGEs

CERTIFICATE NUMBER:

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 type="checkbox"/> OCCUR	9300218378-00	10/02/2025	10/02/2026	EACH OCCURRENCE	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
					MED EXP (Any one person)	\$		
					PERSONAL & ADV INJURY	\$		
					GENERAL AGGREGATE	\$		
					PRODUCTS - COMP/OP AGG	\$		
						\$		
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE				BODILY INJURY (Per person)	\$		
	DED <input type="checkbox"/> RETENTION \$				BODILY INJURY (Per accident)	\$		
					PROPERTY DAMAGE (Per accident)	\$		
						\$		
					EACH OCCURRENCE	\$		
					AGGREGATE	\$		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			PER STATUTE	OTH- ER		
					E.L. EACH ACCIDENT	\$		
					E.L. DISEASE - EA EMPLOYEE	\$		
					E.L. DISEASE - POLICY LIMIT	\$		

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

2026 INTERNATIONAL HX620 3HTPCAPT6TN611919

CERTIFICATE HOLDER

CANCELLATION

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL
CONTROL, COMPLIANCE AND PERMITTING SECTION
89 KINGS HIGHWAY,
DOVER DE 19901

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

Jones Crossroads Landfill

28560 Landfill Lane

Georgetown, DE 19947

Phone: 1-800-404-7080

Hours: Mon. – Sat. 7 a.m. – 5 p.m.

Sandtown Landfill

1107 Willow Grove Rd

(Rt. 10)

Felton, DE 19943

Phone: 1-800-404-7080

Hours: Monday-Saturday, 7 a.m.-5 p.m.

Cherry Island Landfill

1706 East 12th St.

Wilmington, DE 19809

Phone: 1-800-404-7080

Hours: Monday – Friday: 7 a.m. – 5 p.m. Saturday: 7 a.m. – 3 p.m.

Rt. 5 Transfer Station

29997 John P. Healy Drive,

Harbeson, DE 19951

Phone: 1-800-404-7080

Hours: Monday-Saturday 7am – 3pm

Milford Transfer Station

1170 S. DuPont Boulevard

Milford, DE 19963

Phone: 1-800-404-7080

Hours: Monday – Saturday 7 am – 3pm

Pine Tree Corners Transfer Station

276 Pine Tree Road,

Townsend, DE 19734

Phone: 1-800-404-7080

Hours: Monday-Saturday 7am – 5pm

Delaware Recycling Center

1101 Lambson Lane

New Castle, DE 19720

Phone: 1-800-404-7080

Hours: Drop Off Center Hours: Monday-Friday 8:30am-3:30pm
Saturday 8:30am-2pm

Driver Training, Attachment: Driver Training Program Records

Company: Toshani LLC dba Heavyweight Waste

Purpose:

To ensure that all Toshani LLC drivers are safe, competent, and fully trained in the operation and handling of vehicles and materials as required by federal, state, and local regulations.

(a) Licensing and Training Requirements

- All company drivers are required to hold a valid Commercial Driver's License (CDL) with any necessary endorsements applicable to the type of vehicle and materials being transported.
- Drivers must maintain current Medical Examiner's Certificates and provide updates prior to expiration.
- Specialized training is provided as applicable, including:
 - Solid Waste Transport Training (initial and annual refresher)
 - Defensive Driving and Safety Awareness Training
- Training dates, certifications, and attendance records are maintained in each driver's personnel file.
- Ongoing training programs include weekly safety meetings and annual refresher courses to reinforce compliance and safe driving practices.

(b) Driver Record Checks and Disciplinary Procedures

- Toshani LLC conducts annual Motor Vehicle Record (MVR) checks for all drivers to review moving violations and safety history.
- Any infractions or violations are addressed through a progressive discipline policy, which may include:
 1. Verbal counseling for minor issues
 2. Written warning for repeated or moderate violations
 3. Suspension or termination for serious or repeated offenses

- Records of reviews and disciplinary actions are documented and retained in driver files.
- Drivers are required to immediately report any new traffic violations, license suspensions, or accidents to management.

(c) Driver Instruction Procedures

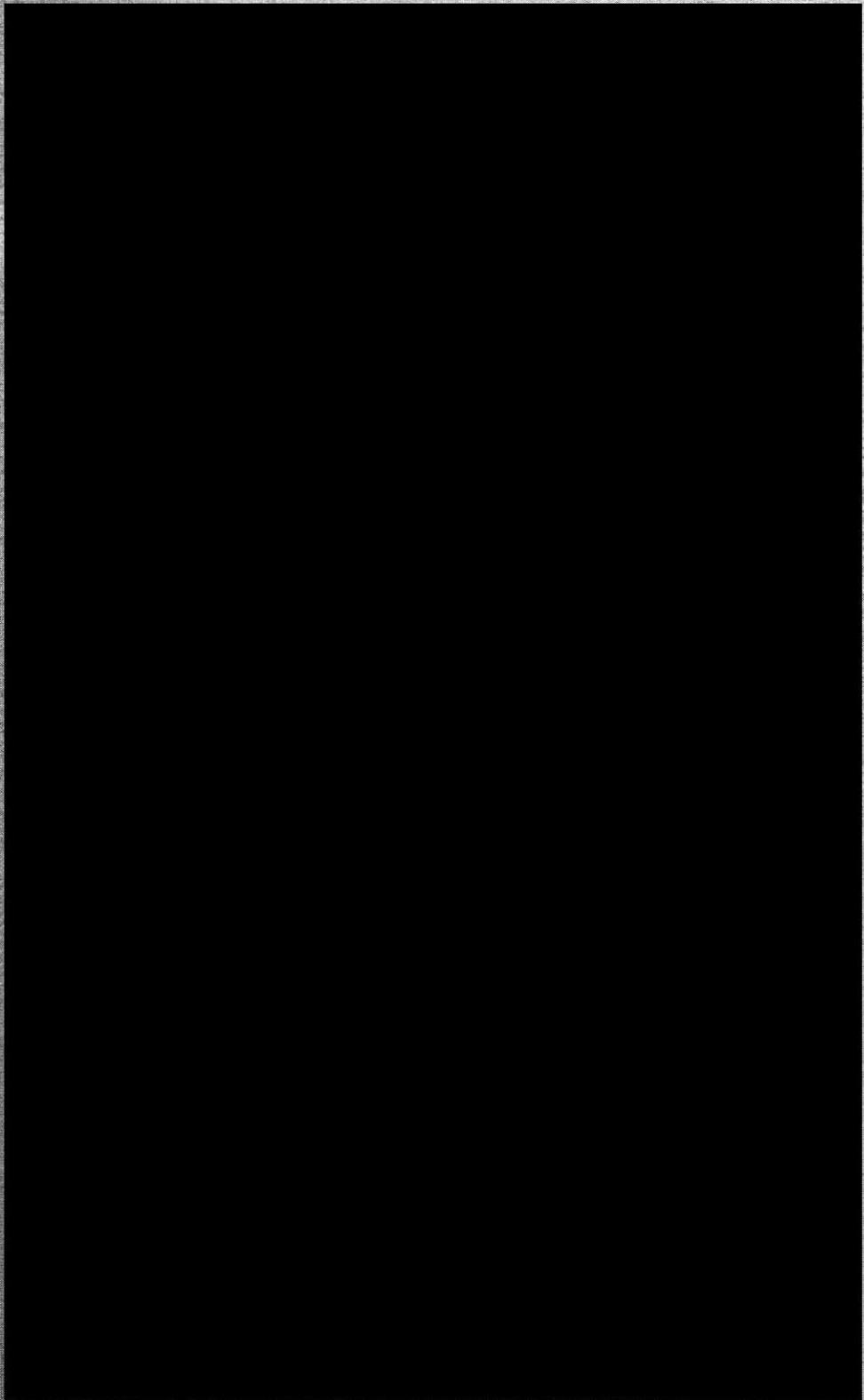
All Toshani LLC drivers are instructed in the following areas prior to independent operation:

(i) Proper Handling Procedures:

Drivers receive training on the proper loading, unloading, containment, and transportation of solid waste materials, including securing loads

(ii) Solid Waste Transporter's Permit Conditions:

Each driver is briefed on the terms and conditions of Toshani LLC's solid waste transporter permit, including approved routes, recordkeeping, and disposal site requirements.



Davis, DaQuan (DNREC)

From: Toshani LLC <toshanillc.2024@gmail.com>
Sent: Tuesday, October 14, 2025 4:23 PM
To: WHStransporters
Subject: Re: Delaware Solid Waste Transporter Permit Application
Attachments: TransLeaseAgreement.pdf

Hello DaQuan ,

Thank you for the information. Please see my response below.

Section 1: We were unaware that we could only go for one year, so we sent the payment for three years. Since it's a money order, we can check with the bank to stop it. We will send a check for \$350.00.

Section 5: Delaware company address

131 Continental Drive Suite 305
Newark, DE 19713

Section 11: Spill control plan

The Spill Control Plan has been revised to include the following:

1. *Emergency Contact Information*

- Name: AJ Nath
- Title: Owner
- Phone Number: [REDACTED]
- Alternate Contact: Priyam; [REDACTED]

This contact will serve as the primary point of communication in the event of a spill or hazardous incident.

2. *Pre-Trip Inspection Protocol*

A standardized pre-trip inspection checklist has been incorporated into daily operational procedures to ensure:

- Vehicle integrity (brakes, hoses, containment systems)
- Proper placement and condition of spill kits
- Verification of absorbent materials, PPE, and emergency signage
- Functionality of communication equipment

Drivers will be required to complete and document these inspections before each route to minimize the risk of spills and ensure rapid response readiness. This is enforced through an app called GeoTab.

Section 13: Lease agreement - Attached

Yes we will send the license plate number once we have it. Planning to have it within the next 2-3 weeks.

Please let me know if you need anything from us,

Regards,
AJ Nath
Owner Toshani LLC dba Heavyweight Waste
[REDACTED]

On Oct 14, 2025, at 3:29 PM, WHStransporters <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 1-** New transporters must select one year for \$350.00, and you sent us a check for **\$950.00**. Please mail a check for \$350.00. Would you like me to shred the other check? Please provide an answer.
- **Section 5-** Do you only have one company location in Delaware? Please provide your Delaware company locations.
- **Section 11-** The spill control plan is missing an emergency contact (name and phone number) and pre-trip inspections. Please update this plan, add the contact information, and include pre-trip inspections.
- **Section 13-** Please provide the vehicle lease agreement from Trans Inc. Please note that you will have to send your license plate information to WHStransporters@delaware.gov when you get it.

Please provide the information requested above via e-mail within seven (7) days.

Thank you,

DaQuan Davis

<image001.png>

|

DaQuan L. Davis

Environmental Scientist

Division of Waste and Hazardous Substances

<image002.png>

302-739-9403

<image003.png>

WHStransporters@delaware.gov

<image004.png>

89 Kings Hwy SW, Dover, DE 19901

<image005.png>

dnrec.delaware.gov

<image006.png>

<image007.png>

<image008.png>



Master Lease Agreement No.: 100036311

Lessee: TOSHANI LLC 228 Oak Creek Circle East Windsor, NJ, 08520	Lessor: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC. DBA SUMMIT FINANCE CO. 1400 W. 62nd Avenue Denver, CO 80221
Organization Type: Limited Liability Company State of Organization: NJ	Effective Date: 10/01/2025

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.



Master Lease Agreement

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 SUBLT 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 SUBLTTING 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. 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



Master Lease Agreement

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.

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,



Master Lease Agreement

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 FEE. 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 the internal laws of the State of Colorado (without regard to any conflict of law principles), including all matters of construction, validity, and performance, regardless of the location of the Equipment supplied hereunder. Lessor and Lessee agree that this Master Lease was entered into at Lessor's address set forth above.

LESSEE EXPRESSLY 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



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This is a copy view of the Authoritative Copy held
by the designated custodian

Master Lease Agreement

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 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

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:

TOSHANI LLC

Signed by:



Signature: ALPESH NATH

Date: 10/01/2025

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.

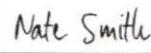
VIEW

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

LESSOR:

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

DocuSigned by:



OFE50867E52A4EB

By: _____

Title: VP of Finance



THIS IS A COPY

This is a copy view of the Authoritative Copy held
by the designated custodian

TRAC Certification

Master Lease Agreement No.: 100036311

Schedule A Lease No.: 001

Lessee:

TOSHANI LLC
228 Oak Creek Circle
East Windsor, NJ, 08520

Lessor:

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

Organization Type: Limited Liability Company
State of Organization: NJ

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

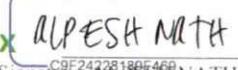
1. Lessee intends that more than fifty percent (50%) of the use of the Equipment, leased pursuant to the Master Lease Agreement ("Master Lease") and Schedule A Lease (the "Lease") indicated above as well as any applicable TRAC Rider to such Lease, is to be in a trade or a business of Lessee.
2. Lessee 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:

TOSHANI LLC

Signed by:


Signature ALPESH NATH
C9E242281805469

Date: 10/01/2025



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by the designated custodian

TRAC Rider to Schedule A Lease

Master Lease Agreement No.: 100036311

Schedule A Lease No.: 001

Lessee:

TOSHANI LLC

228 Oak Creek Circle
East Windsor, NJ, 08520

Organization Type: Limited Liability Company

State of Organization: NJ

Lessor:

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

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. 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, LESSEE ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS TRAC RIDER.

LESSEE:

TOSHANI LLC

Signed by:

Alpesh Nath
C9E242281805469

Date: 10/01/2025

BY SIGNING BELOW, LESSOR ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS TRAC RIDER.

LESSOR:

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

DocuSigned by:

By:
Nate Smith
0F50007E52A4EB

Title: VP of Finance



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Schedule "A" Vehicle Description and Terms

TOSHANI LLC, Lessee
228 Oak Creek Circle
East Windsor, NJ, 08520

This chattel paper has been assigned to Daimler
Truck Financial Services USA LLC ("Secured
Party") and the purchase or assignment of this
chattel paper would violate the rights of the
Secured Party.

Master Lease No.: 100036311 - 001

This Schedule is executed and delivered this October 01, 2025 ("Delivery Date") pursuant to the terms of that certain Master Lease Agreement No. 100036311001 dated October 01, 2025, 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.

Capitalized Cost	\$353,299.20
Security Deposit	\$52,994.88
Residual Value	\$123,650.00
Term	60
Payment Start Date	11/20/2025
Administration Fee	\$795.00
Base Lease Payment	\$6,297.29
Sales Tax	\$377.84
Personal Property Tax	\$0.00
Other	
Total Payment	\$6,675.13

Year/Make/Model	Serial Number	Base Location	Contract Date
2026 INTERNATIONAL HX620 SBA 6X4 TRUCK W/ GALBREATH ROLL OFF HOIST S/N: 13H57228, 13H57229	3HTPCAPT6TN611919	591 Meeting House Rd. Boothwyn, PA 19061 County: DELAWARE	10/01/2025

Ratification and Affirmation of Representations, Warranties and Covenants – Lessee hereby agrees that its warranties and covenants made in the Lease Agreement are approved, ratified, and affirmed in all aspects as of the date of this Schedule and confirms the representations made in 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 lease 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:

TOSHANI LLC

Signed by:

Alpesh Nath
Signature: Alpesh Nath
C9F242281805469

Date: 10/01/2025

LESSOR:

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

DocuSigned by:

Nate Smith

By:

OFE50867E52A4EB

Title: VP of Finance



Delivery and Acceptance Schedule for Leases

Master Lease No.: 100036311 - 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 October 01, 2025 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	Serial Number
2026 INTERNATIONAL HX620 SBA 6X4 TRUCK W/ GALBREATH ROLL OFF HOIST S/N: 13H57228, 13H57229	3HTPCAPT6TN611919

Date of Delivery: October 01, 2025
 Point of Delivery: 591 Meeting House Rd, Boothwyn, PA 19061
 County: DELAWARE

LESSEE:

TOSHANI LLC

Signed by:

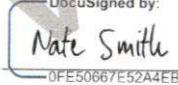

Alpesh Nath
Signature: Alpesh Nath
C9E242281B95469

Date: 10/01/2025

LESSOR:

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

DocuSigned by:


Nate Smith
By: _____
Title: VP of Finance
OFE50667E52A4EB

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VIEW



Agreement to Provide Insurance for Leases

Master Lease No.: 100036311 - 001

In accordance with the Master Lease Agreement, dated 10/1/2025 ("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: TOSHANI 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(s):
See asset table.

4. Proof of **Primary Auto liability & Non-Trucking liability** (if applicable) with a minimum amount of: \$1,000,000 combined.
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.

Asset Table		
Vehicle Description	Serial Number	Actual Cash Value
2026 INTERNATIONAL HX620 SBA 6X4 TRUCK W/ GALBREATH ROLL OFF HOIST S/N: 13H57228, 13H57229	3HTPCAPT6TN611919	\$353,299.20

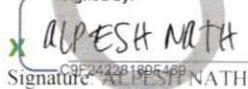
I hereby agree to furnish such insurance as required by Trans Lease, Inc. and authorize any coverage increases as may be necessary to meet such requirements. Furthermore, I agree to notify Trans Lease, Inc. of any agent or insurance company changes, policy cancellations, or policy changes within 24 hours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

LESSEE:
TOSHANI LLC

Signed by:


Signature: ALPESH NATH
C95244281805169

Date: 10/01/2025



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Lease Facts

Schedule No.: 100036311 - 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 October 01, 2025 ("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 11/20/2025 12:00AM. 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.

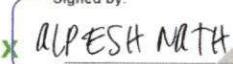
Remittances: All payments should be mailed to:

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

LESSEE:

TOSHANI LLC

Signed by:


Signature: ALPESH NATH
GDE2428189546P

Date: 10/01/2025

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.

COPY

Daimler Truck Financial

ASSIGNMENT AND ACKNOWLEDGMENT OF ASSIGNMENT OF LEASE AND SUBORDINATION OF LESSEE'S INTEREST (Pledge Line Program)

TRANS LEASE, INC.

Lease Date: 10/01/2025

Lessee: TOSHANI LLC

Description of Equipment:

Model Year	Make	Model	VIN/Serial Number
2026	International	HX620 SBA 6X4	3HTPCAPT6TN611919

THIS ASSIGNMENT AND ACKNOWLEDGMENT OF ASSIGNMENT OF LEASE AND SUBORDINATION OF LESSEE'S INTEREST ("Assignment and Acknowledgment") is entered into as of 10/01/2025 by and between the above named Lessee and TRANS LEASE, INC. ("Lessor") with regard to Daimler Truck Financial Services USA LLC ("Lender"). Lessee and Lessor are sometimes collectively referred to herein as the "Parties".

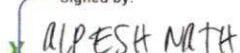
- Assignment.** Lessor hereby collaterally assigns to Lender in accordance with the terms of that certain Master Funding Agreement and Blanket Collateral Assignment Lessor's rights under the Lease, including without limitation Lessor's ownership interest, lien and other rights in the Vehicle(s) identified above, together with all rights which may have arisen before the date of this Assignment and Acknowledgment. Lessee and Lessor acknowledge and agree that Lender, in its sole discretion, may direct Lessee to make payment directly to Lender.
- Acknowledgment of Encumbrance.** The Parties acknowledge that the Vehicle(s) is encumbered by the lien of Lender, pursuant to that certain Master Funding Agreement and Blanket Collateral Assignment between Lessor and Lender, which lien is, and shall be, superior to the rights of Lessor and Lessee under the Lease. Lessee acknowledges and agrees that its rights under the Lease, including, but not limited to, the option to purchase, if any, and its rights in the Vehicle(s) identified above are in all respects subordinate, inferior and subject to the lien of Lender in the Lease and the Vehicle(s). The Parties acknowledge: (i) such lien shall continue to attach to the Vehicle(s) until the Advance made by Lender in connection with the Vehicle(s) is paid in full, together with all interest thereon; (ii) upon notice from Lender, Lessee will make lease or rental payments directly to Lender; (iii) Lessee will not make more than one rental payment in advance to Lessor; and (iv) Lessee will not hold Lender liable for the performance or non-performance of any of Lessor's obligations under the Lease, or otherwise, nor will it withhold lease or rental payments from Lender on account of Lessor's performance or non-performance. Lessee hereby agrees not to sell, lease, sublease or assign any interest in the Vehicle(s). It is acknowledged by the Parties that Lender is intended to be a third-party beneficiary of this Assignment and Acknowledgment.
- Electronic Storage: Reproduction Deemed an Original.** The Parties may electronically store and preserve this Assignment and Acknowledgment, and discard and otherwise destroy the original signed document(s). Any reproduction of this Assignment and Acknowledgment containing a replication of the Parties' original signatures and derived from any Party's electronic storage system will be deemed to be original and authentic, and may serve in the place of the original signed document for all purposes.
- Telematics Consent and Acknowledgment.** The Vehicle(s) may be equipped with telematics devices installed by the manufacturer. The devices may collect and transmit to the manufacturer, or to a company providing services to the manufacturer, information relating to the Vehicle(s), including but not limited to, location, speed, travel history, stop and idle time, fuel consumption, fault and diagnostic codes, airbag deployment and seatbelt usage information, and other information relating to the performance, operation and health of the Vehicle(s). The Parties agree that Lender and its successors and assigns, agents, representatives, affiliates and service providers, may obtain and use that collected data to evaluate your compliance with this Assignment and Acknowledgment, to determine the location of the Vehicle(s), to repossess and enforce Lender's legal rights in the Vehicle(s), to evaluate the condition of the Vehicle(s), for marketing purposes, and to respond to subpoenas, court orders, and other demands under applicable law.
- Binding Effect.** This Assignment and Acknowledgment shall be binding upon the successors and assigns of each of the Parties.

IN WITNESS WHEREOF he undersigned have executed this Assignment and Acknowledgment as of the date first hereinabove written.

LESSEE:

TOSHANI LLC

Signed by:

 ALPESH NATH

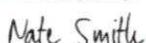
Signature: ALPESH NATH

Title: OWNER

LESSOR:

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

DocuSigned by:

 Nate Smith

0FE50667E52A4EB

By: _____

Title: VP of Finance



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by the designated custodian

Power of Attorney – Schedule B

Lease No.: 100036311 - 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 October 01, 2025 ("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	Serial Number
2026 INTERNATIONAL HX620 SBA 6X4 TRUCK W/ GALBREATH ROLL OFF HOIST S/N: 13H57228, 13H57229	3HTPCAPT6TN611919

LESSEE:

TOSHANI LLC

Signed by:


Signature: ALPESH NATH
C9E242281895460

Date: 10/01/2025

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