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

RECEIVED
FEB 18 2026
DNREC - WHS

SOLID WASTE TRANSPORTER PERMIT APPLICATION

Language Preference:

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- 405 Expiration Date 3/31/2026

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	ALL OTHERS
☐ One Year - $75.00	☐ One Year - $350.00
☐ Two Years - $125.00	☐ Two Years - $650.00
☐ Three Years - $175.00	☐ Three Years - $950.00
☐ Four Years - $225.00	☐ Four Years - $1250.00
☐ Five Years - $275.00	☑ 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 U.S. BULK TRANSPORT, INC.

Location Address:	Mailing Address:
205 PENNBRIAR DRIVE	205 PENNBRIAR DRIVE
ERIE, PA 16509-6650	ERIE, PA 16509-6650

Contact: KIMBERLY BAYHURST Title: COMPLIANCE MANAGER

Business Phone: (814) 824-9949 Fax: (814) 824-4610

E-mail: kbayhurst@usbulktransport.com

24 hr Emergency Contact Phone: (814) 460-7822

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: ERIE State: PA Date: 8/1991
- ☐ Municipality
- ☐ Public institution
- ☐ Limited Liability Corporation (LLC) State: _____
- ☐ 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 I

(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) II

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 III
☐ 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 IV
☐ No transporter permits in other states

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

DOT# 461965 MC# 248896

☐ 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: ATTACHMENT V

	FOR-HIRE INTERSTATE	ALL OTHERS
Residential Waste	$750,000.00 + MCS-90 ☐	$350,000.00 ☐
Commercial Waste	$750,000.00 + MCS-90 ☐	$350,000.00 ☐
Industrial Waste	$750,000.00 + MCS-90 ☐	$350,000.00 ☐
Dry Waste	$750,000.00 + MCS-90 ☐	$350,000.00 ☐
Ash	$750,000.00 + MCS-90 ☐	$350,000.00 ☐
Infectious Waste	$1,000,000.00 + MCS-90 ☐	$750,000.00 + MCS-90 ☐
Non-Hazardous Petroleum Contaminated Soils	$750,000.00 + MCS-90 ☐	$350,000.00 ☐
Asbestos	$1,000,000.00 + MCS-90 ☐ (For Hire & Private)	$350,000.00 ☐
Scrap Tires Only	$350,000.00 ☐	$350,000.00 ☐

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 VI

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 VII

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 ATTACHMENT VIII

14. Vehicle Operator Information

Is a list of all vehicle operators attached? ☑ Yes ATTACHMENT IX

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 X
☐ 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* Craig M Goodelle Date 2/6/26

Print Name CRAIG GOODELLE Title PRESIDENT

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

U.S. Bulk Transport, Inc.
205 Pennbriar Drive
Erie, PA 16509

ATTACHMENT I

State of Incorporation: Pennsylvania

Date of Incorporation: August 1991

[redacted]

MAJORITY STOCK OWNERSHIP
And
MEMBERS OF CORPORATION

Craig Goodelle – Shareholder / President **44%**

[redacted]

Andrew Conner – Shareholder **28%**

[redacted]

William Conner – Shareholder **28%**

[redacted]

U.S. BULK TRANSPORT INC

205 PENNBRIAR DRIVE
ERIE PA 16509

ATTACHMENT II

Destination Facilities **DE-SW-405**

CWM CHEMICAL SERVICES
1550 BALMER ROAD
PO BOX 200
MODEL CITY NY 14107
EPA # NYD049836679
PHONE: 716-754-8231

CLEAN HARBORS OF BALTIMORE
1910 RUSSELL STREET
BALTIMORE MD 21230
EPA # MDD980555189
PHONE: 410-685-3910

ENVIROSAFE SERVICES OF OHIO
4350 NAVARRE AVENUE
OREGON OH 43616
EPA # OHD045243706
PHONE: 800-537-0428

MAX ENVIRONMENTAL
233 MAX LANE
YUKON, PA 15698
EPA # PAD004835146
PHONE: 724-722-3500

ENVIRITE OF OHIO
2050 CENTRAL AVE SE
CANTON OH 44707
EPA # OHD980565992
PHONE: 330-456-0665

U.S. ECOLOGY IDAHO INC
20400 LEMLEY ROAD
GRAND VIEW ID 83624
EPA # IDD073114654
PHONE: 800-274-1516

HORIZON ENVIRONMENTAL
120 RTE 155
GRAND-PILES, PQ, CANADA G0X 1H0
EPA # NYR000078964
PHONE: 800-792-7645

RECUPERE SOL INC
80 RUE DES MELEZES
ST AMBROISE PQ CANADA G7P 2N4
EPA # 7610 02010603816 1142-129
PHONE: 418-695-3302

WAYNE DISPOSAL INC
49350 N SERVICE ROAD
BELLEVILLE MI 48111
EPA # MID048090633
PHONE: 734-697-2200

CLEAN HARBORS CANADA
4090 TELFER ROAD RR#1
CORUNNA ON N0N 1G0
EPA # MIR000035204
PHONE: 519-864-1021

HORSEHEAD CORPORATION
900 DELAWARE AVENUE
PALMERTON PA 18071
EPA # PAD002395887
PHONE: 610-826-8604

CHEMICAL WASTE MANAGEMENT INC
HIGHWAY 17 NORTH, MILE MARKER 183
EMELLE AL 35459
DPA # ALD000622464
PHONE: 205-652-9721

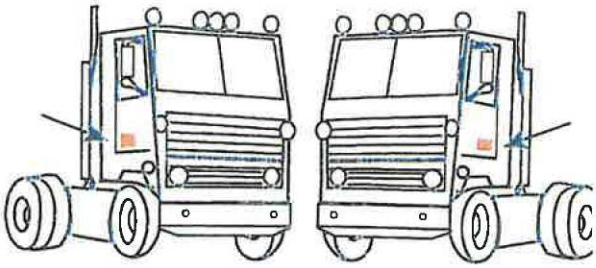
Apply stickers to a clean, dry surface. It may take 24 hours for adhesive to reach full tack. Do not remove stickers once they are applied.

Waste Trailers

ATTACHMENT III



Trucks and Truck Tractors



Each qualified waste vehicle is issued two (2) stickers. Place the stickers on the vehicle as shown in the diagram. 114-7

THIS DOCUMENT INCLUDES PRINTED WATERMARK ON REVERSE. HOLD AT ANGLE TO VIEW.

97

COMMONWEALTH OF PENNSYLVANIA

Waste Transportation Safety Program

Written Authorization

2131260362

Phone No. (814)-824-9949

VIN# 1XP5D69X3YN493036
WH2131
Expires May 2026

U.S. BULK TRANSPORT, INC.
KIMBERLY BAYHURST
205 PENNBRIAR DR
ERIE, PA 16509-6650

THIS WRITTEN AUTHORIZATION MUST BE KEPT WITH THE WASTE TRANSPORTATION VEHICLE AT ALL TIMES.
If lost or damaged contact DEP immediately at 717-783-9258.
A replacement fee is required.
Duplication or Photocopies of this original documentation are not valid.

DOCUMENT SECURITY BACKGROUND IS PRINTED IN BLUE INK ON WHITE PAPER & INCLUDES PINK THERMO-INK KEYSTONE AT RIGHT

CAUTION! REMOVE STICKERS CAREFULLY.

Applied stickers take 24 hours to reach full tack



APPLICATION INSTRUCTIONS
1. Clean Surface To Which Sticker Will Be Applied Of Dirt, Grease Or Oily Substances
2. Remove Sticker From Carrier Sheet
3. Position Sticker, Then Press Firmly Until Tightly Affixed To Surface



FEEL HERE

FEEL HERE

U.S. BULK TRANSPORT, Inc.

ATTACHMENT IV

SOLID OR HAZARDOUS WASTE LICENSES

Type of License	State	from	to	License Number
Haz Materials Registration	Federal	06/11/01	06/30/28	051925550103HJ
Haz Waste Transport Permit	AL	06/11/01	01/10/29	PAD987347515
Haz Waste Transport Permit	AR	11/19/02	12/23/26	H-1211
Haz Waste Transport Permit-Materials	CA	12/01/22	11/30/26	132571
Haz Waste Transport Permit	CT	01/10/01	06/30/27	CT-HW-611
Haz Materials Transport Permit	CO	10/10/03	10/22/26	HMP-01986
Haz Waste Transport Permit	DE	02/26/01	03/31/29	DE-HW-405
Solid Waste Transport Permit	DE	04/16/01	03/31/26	DE-SW-405
Haz Waste Certificate of Approval	FL	12/03/03	11/30/26	PAD987347515
Special Waste Hauling Permit	IL	10/05/11	09/30/26	SW3103
Hazardous Material Endorsement	ID	01/01/02	12/31/26	282166-4
Haz Waste Transporter Reg	KS	12/31/03	Non-expiring	PAD987347515
Solid Waste Trans. License	KY	12/31/03	Non-expiring	W01088
Certificate of Registration	KY	03/27/92	Non-expiring	PAD987347515
Haz Waste Transport License	MA	01/01/00	12/31/30	416
Haz Waste Transport License	ME	03/02/02	03/02/26	ME-HWT-H363
Haz Waste Transportation Registration	MI	07/19/00	09/01/26	UPW-0461965-MI
Controlled Haz Hauler Certificate	MD	12/31/01	03/31/26	HWH524
Haz Waste Transport License	MO	09/29/02	12/06/26	MODNR H-1970
Solid Waste Transporter Permit	ND	07/07/11	06/30/26	WH-1024
Haz Waste Transport Permit	NH	06/30/02	06/30/26	TNH-0172
Haz Waste Transport License	NJ	06/30/02	06/30/27	D.E.P. 50110 H/W
Solid Waste Transport Permit	NJ	06/30/02	06/30/27	D.E.P. 18595 S/W
Waste Transportation Permit	NY	12/21/00	03/31/26	PA 242
Provisional Certificate of Approval	ON	07/05/96	Non-expiring	A821221
Haz Waste Transport License	PA	01/26/02	03/31/28	PA AH0408
Solid Waste PA Act 90 Permit	PA	01/26/02	05/31/26	WH2131
Residual Haz Materials Transport Permit	PQ	03/19/01	No Longer Req	R-520147-1
Haz Waste Transport Permit	RI	06/30/02	06/30/26	RI 750
Haz Waste Transport License	SC	03/11/98	03/16/28	PAD987347515
Hazardous Waste Permit	TN	01/24/02	01/31/27	PAD987347515
Hazardous Waste Transporter Registration	TX	02/18/92	Non-expiring	41924
Hazardous Waste Transporter Permit	VA	05/15/92	Non-expiring	PAD987347515
Hazardous Waste Transporter Permit	VT	07/01/04	06/30/26	PAD987347515
Hazardous Waste Transporter Permit	WI	09/30/02	09/30/26	16027

< Alliance for Uniform Hazmat Transportation

STATES NOT REQUIRING HAZ PERMITS:

AZ	MS	OH
GA	MT	OR
IA	NE	SD
IN	ND	UT
LA	NM	WA

STATES COVERED UNDER THE ALLIANCE FOR UNIFORM HAZMAT TRANSPORTATION

PROCEDURES ISSUED BY MICHIGAN:

MI	OK
NV	WV
MN	

012926kb

ATTACHMENT V

USBULKT-01

JTROHOSKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2025

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 License # 60236 HUB International Three Rivers 1250 Tower Lane Erie, PA 16505	CONTACT NAME: Jill Trohoske PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jill.trohoske@hubinternational.com
INSURED U.S. Bulk Transport, Inc. U.S. Bulk Transport IC, Inc. 205 Pennbriar Dr Erie, PA 16509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Underwriters at Lloyd's London — 15792 INSURER B : United States Fire Insurance Company — 21113 INSURER C : ACE American Insurance Company — 22667 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			IRPI-AUGL-25-134	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LI	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X MCS-90 / X CA9948			506-924589-6	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			IRPI-AMLXGL-25-011	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE Excess GL	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Motor Cargo (Broad)			506-924589-6	10/1/2025	10/1/2026	$0.00 Ded	250,000
C	Pollution Liab			CPY G71474951 005	10/1/2025	10/1/2026	$25,000 Ded per Occ	5,000,000

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

*Lead Excess Auto Liability - Endurance American Specialty Insurance - NAIC #41718 / Policy #EXT30097573000 / Effective 10/1/2025 to 10/1/2026 / $2,000,000 per occurrence / $2,000,000 aggregate

*First Layer Excess Auto Liability - Upland Specialty Insurance Company - NAIC #16988 / Policy #USXTL1092625 / Effective 10/1/2025 to 10/1/2026 / $2,000,000 per occurrence / $2,000,000 aggregate

Excess General Liability and Excess Auto Liability are follow form.

*Auto Liability Policy #506-924589-6 Includes Trailer Interchange: $35,000 Limit

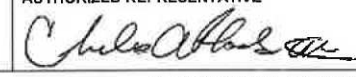
CERTIFICATE HOLDER

Department of Natural Resources & Environmental Control
Solid & Hazardous Waste Management Branch
89 Kings Highway
Dover, DE 19901

CANCELLATION

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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For FMCSA Use Date Received: 09/24/2025

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, Financial Responsibility Filings 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 U.S. Bulk Transport, Inc. *(Motor Carrier name)* **of** Pennsylvania *(Motor Carrier state or province)* 461965 *(USDOT Number)*

Dated at 12:00 noon **on this** 24th **day of** September, 2025

Amending Policy Number: 506-924589-6 **Effective Date:** 10/01/2025

Name of Insurance Company: UNITED STATES FIRE INSURANCE COMPANY

Countersigned by: Jeremy Lattrell
(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* $ 1,000,000 *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: 317-436-4900.

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 https://www.fmcsa.dot.gov/registration.

(continued on next page)

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.

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.

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 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.

(continued on next page)

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 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type 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 49 CFR 173.403.	$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 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, 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 49 CFR 173.403.	$5,000,000

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

ATTACHMENT VI

U.S. BULK TRANSPORT, INC
205 Pennbriar Drive
Erie, PA 16509
800-609-6611
EPA ID# PAD987347515

EMERGENCY RESPONSE AND CONTINGENCY PLAN

This document is the U.S. BULK TRANSPORT, INC./U. S. BULK TRANSPORT IC, INC. spill, prevention, reporting and emergency response plan. The objective of the plan is to provide policy information to all employees about assisting and coordination with the local, state and federal agencies in the event of an intransit spill or incident.

It will be the responsibility of each manager to implement the enclosed plan for his/her operation, with assistance from corporate Safety & Compliance personnel.

Vincent J Ferloin
Safety and Compliance

Effective 11/14/25
Detach and return this cover sheet only

I acknowledge that I have been informed and given a copy of U.S. BULK TRANSPORT, Inc.'s Emergency Response and Contingency Plan dated 06/10/24. I have read and understand the procedures contained herein, and I accept the plan as a working document that I will support and follow in my daily work for as long as the work relationship continues.

_____ _____

Signature **Date**

_____

Print Name

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EMERGENCY RESPONSE AND CONTINGENCY PLAN

07/15/25

DRIVER'S DUTIES
IN CASE OF AN ACCIDENT OR INCIDENT

- DO NOT LEAVE THE SCENE OF THE ACCIDENT OR INCIDENT.
- HAVE ALL PAPERWORK AVAILABLE (MANIFEST, SHIPPING PAPERS).
- CALL 24-HOUR EMERGENCY NUMBER IN BLOCK 3 OF HAZARDOUS WASTE MANIFEST AND 911.
- CALL THE DIRECTOR OF SAFETY 814-460-7822
- CALL THE NATIONAL RESPONSE CENTER AT 800-424-8802, IF WARRANTED, AND GIVE THE FOLLOWING INFORMATION:

1. YOUR NAME.
2. NAME OF COMPANY AND ADDRESS REPRESENTED BY YOU. (U.S. BULK TRANSPORT, INC., 205 PENNBRIAR DRIVE, ERIE, PA. 16510)
3. PHONE NUMBER WHERE YOU CAN BE CONTACTED.
4. DATE, TIME AND LOCATION OF INCIDENT.
5. THE EXTENT OF INJURY, IF ANY.
6. CLASS OR DIVISION, PROPER SHIPPING NAME, AND QUANTITY OF HAZARDOUS MATERIALS INVOLVED FROM MANIFEST.
7. TYPE OF INCIDENT AND NATURE OF HAZARDOUS MATERIAL INVOLVEMENT AND WHETHER A CONTINUING DANGER TO LIFE EXISTS AT THE SCENE.
8. TAKE DOWN THE REPORT NUMBER OR CONFIRMATION NUMBER ISSUED TO YOU BY THE OPERATOR.
9. CALL U.S. BULK SAFETY DEPARTMENT TO REPORT SPILL/INCIDENT.

IF THE CIRCUMSTANCES AROUND THE INCIDENT INCLUDE TRANSPORTATION INTO OR OUT OF CANADA, AND IS PERCEIVED TO BE A SECURITY RISK, CUSTOMS AND BORDER PROTECTION MUST BE NOTIFIED IMMEDIATELY. U.S. BULK'S CBP CONTACT VIA CTPAT IS: SSCS Vijayanti Maharaj – Phone: 908 994 3537

EMERGENCY #'S ON PG 17 OF CONTINGENCY PLAN

VINCE FERLOIN	**814-460-7822** (Cell)
KATHY COWGER	**814-790-3370** (Cell)
CRAIG GOODELLE	**814-440-1052** (Cell)
CHRIS KAVALA	**814-450-5529** (Cell)
SAFETY FAX	**814-824-4610**

10. COMPLY WITH AUTHORITIES REQUESTS.

SAFETY DEPARTMENT DUTIES

- SEE WHAT THE RQ (REPORTABLE QUANTITY) AMOUNT IS IN THE HAZARDOUS MATERIALS HANDBOOK, APPENDIX A.
- ENSURE THAT THE ERC HAS CONTACTED THE NATIONAL RESPONSE CENTER.
- FOLLOW UP WITH THE ON-SCENE AUTHORITIES TO SEE IF CLEAN UP IS BEING HANDLED. IF NOT, CONSULT ERC.

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Scope: This procedure provides for the safe transport of materials/waste as well as the specific guidelines to follow in the event of a spill, fire or release while in transport.

Requirements This procedure shall be reviewed with all hazardous materials/waste transport drivers annually.

Materials and Equipment: As specified in the enclosed procedure.

Safety and Environment: The safety and health of employees, the general public, and the environment are of primary concern and are addressed in all emergency response conditions. U.S. Bulk employees shall respond and take appropriate actions to minimize adverse effects to the environment.

Waste Minimization: The principle of reduced/minimized waste shall be applied during all emergency response incidents.

Procedures

1.0 Pre-Inspection

1.1 Vehicle Inspection (Pre-Trip Inspections)

- Driver shall be satisfied that the vehicle is in a safe operating condition.
- Driver shall review the last inspection report.
- Driver shall sign the report if defects or deficiencies noted by previous driver have been certified as corrected.

1.2 Standard Equipment, Inspection and Use

- At no time shall a tractor trailer used for the purpose of transporting hazardous material/waste or any material be driven unless the driver has verified that the following items, parts and accessories are current and in good working order.
- All vehicles should be equipped with portable cell phones.
- State vehicle inspection sticker
- Vehicle and trailer registration
- Service brakes, including trailer brake connections

- ❑ Parking (hand) brake
- ❑ Steering mechanism
- ❑ Lighting devices and reflectors
- ❑ Tires
- ❑ Horn
- ❑ Windshield and wipers
- ❑ Mirrors
- ❑ DOT placards (if required)
- ❑ Permits
- ❑ Wheels or rims

1.3 Emergency Equipment, Inspection and Use

At no time shall a tractor trailer used for the purpose of transporting hazardous material/waste or any other material be driven unless the driver has verified that the following items are present and in good working order.

- ❑ Fire extinguisher (properly mounted)
- ❑ Spare fuses
- ❑ Road warning devices (3 bi-directional emergency reflective triangles)
- ❑ First aid kit
- ❑ Eyewash kit
- ❑ Flashlight
- ❑ Spill containment equipment. Example: spill socks, pads, plastic sheets, absorbents, etc.

1.4 Post-Trip Inspections

Every driver shall prepare a written report at the completion of each workday.

The inspection shall include, but is not limited to, the following:

- ❑ Service brakes including trailer brake connections
- ❑ Parking brakes
- ❑ Steering mechanism
- ❑ Lights and reflectors
- ❑ Tires
- ❑ Horn
- ❑ Windshield wipers

This form is on the reverse side of the driver's daily log.

2.0 Personal Protective Equipment (PPE)

2.1 Requirements

Each driver shall ensure that the following PPE is readily available and in good working condition:

- ❑ Safety glasses
- ❑ Neoprene gloves
- ❑ Personal issued respirator (half mask) with a hepa + organic cartridges
- ❑ Safety shoes, boots
- ❑ Hard hat
- ❑ Tyvek suit
- ❑ Germicide, if hauling infectious or chemotherapeutic waste

3.0 Driver's Required Documents

3.1 Documentation

All drivers transporting hazardous material/waste or any other material shall ensure that the following documents or paperwork are properly filled out and readily available within the truck compartment:

- ❑ Driver's log book (current entries)
- ❑ Bill of lading/manifest
- ❑ Material Safety Data Sheet (MSDS)
- ❑ DOT Safety Regulations Pocketbook
- ❑ Driver's Pocket Guide to Hazardous Materials
- ❑ Emergency Response Guidebook
- ❑ Vehicle Accident Report Form
- ❑ Contingency Plan
- ❑ Hazmat Certification

4.0 General Safety Requirements

4.1 Safety Issues

- ❑ Drivers shall always observe posted speed limits.
- ❑ When possible, transport of hazardous materials/waste shall be avoided during severe weather conditions (i.e. icy roads, thick fog, heavy rainfall, high winds, etc.)
- ❑ Drivers, as a general rule, shall not park within five feet of the traveled portion of the roadway while hauling hazardous material/waste.
- ❑ Vehicle shall not be parked within 300 feet of a bridge, tunnel or dwelling.
- ❑ When refueling, the engine shall be turned off, and you must be in attendance of the nozzle.
- ❑ Driver shall stop within 15-50 feet of railroad tracks while hauling hazardous material/waste.
- ❑ All tires shall be checked at the beginning of the trip, at any change of duty status during the trip, and the end of the trip.
- ❑ When taking a break, drivers shall be within 100 feet and in a clear view of their hazardous materials/waste load.
- ❑ Pre-trip inspection is to be done at the beginning of each tour of duty.

- Do an inspection after any stop to make sure everything is clear and secure.
- Keep lights, windows, mirrors and placards clean.
- Use proper turn signals and warning flashers when necessary.
- Maintain a minimum four-second following distance and adjust for driving conditions.
- Always expect the unexpected.
- Your horn can get the attention of other drivers. Use it whenever you think another driver or pedestrian does not see you.
- Avoid backing at intersections. Stop short to leave room for others making turns.
- Adjust speed to road conditions, traffic conditions, vehicle conditions, and posted speed limit.
- An alert driver is a safe driver. Stay alert at all times. Do not let distractions avert your attention from driving.
- When driving, recognize the potential hazards; continually scan the road ahead; understand the defense and act in time.
- Always be in attendance of truck while loading or unloading.
- Headlights should be on from dusk to dawn and whenever visibility is restricted to 500 feet or less when windshield wipers are on and when the state law requires it.
- Wear seat belts at all times.
- No smoking within 25 feet of vehicles which contain Class 1,3, or 5 materials or Division 2.1, 4.1, and 4.2 materials

4.2 Leaking Trailer

In the event of a hazardous material/waste spill while in transport, the vehicle operator shall take the following precautions and appropriate actions to minimize adverse effects to the environment:

- Transport the trailer only the minimum distance necessary to reach a safe place where the contents of the trailer may be disposed of with safety. Every available means shall be used to prevent spillage or leakage onto the highway.
- After donning personal protective equipment, every effort shall be taken to stop the leak.
- In the event the leak cannot be stopped, the driver shall immediately notify the manager, dispatch and Vince Ferloin @ 814-460-7822.
- Every effort shall be taken to prevent leakage from entering sewers, ditches, or public waterways; the spilled material shall be contained in the smallest area possible by dirt, or absorbent material.
- Secure the area to maintain public safety.
- Take paper work with you so that you can provide emergency responders with information.
- Remain with the vehicle at a safe distance upwind. Never leave it unattended.
- Have someone call for help if you cannot do so in the immediate area (local authorities-911).
- Assist the first responder team with needed information.
- Contact management.

4.3 Fire

If it is determined that the fire cannot be extinguished quickly with a portable fire extinguisher, get clear of the vehicle and contact the local fire department.

- Give emergency responders information they may need of the material on fire.
- Contact your manager, dispatch and safety of the incident.

5.0 DECONTAMINATION

5.1 Clean-up

- After containment is achieved, clean up should begin.
- An Emergency Coordinator or proper authority will contact and employ an approved, certified clean -up company who will then proceed with the proper clean up procedures.
- A driver should not attempt to clean a hazardous waste spill without proper certification.

5.2 PPE & Equipment

- All equipment and safety gear, which becomes contaminated during the clean up procedure, must be properly decontaminated by the emergency contractor or disposed of in accordance with Federal and State Regulations at an authorized disposal site.

6.0 TRAINING

6.1 Basic Requirements

- All drivers receive training on hazardous materials/waste transport and emergency response requirements. Drivers also receive spill prevention and hazardous waste operations and emergency response training at least once a year. Each driver is administered a written test to insure they demonstrate desired proficiency levels.

- Training shall, as a minimum, consist of the following areas:

1. Hazard recognition and site assessment
2. Spill prevention/contamination
3. Emergency notification requirements
4. Personal protective equipment / clothing
5. Decontamination
6. Securing accident scene
7. Communication
8. Vehicle inspection requirements
9. Potential road hazards
10. Documentation requirements
11. Vehicle placarding
12. Emergency equipment
13. Fire extinguisher training (use & inspection)

U.S. BULK TRANSPORT, INC.
TRANSPORTATION CONTINGENCY PLAN

It is the policy of this company that the following procedure shall be used whenever an incident involving product loss occurs. All employees shall take the steps outlined herein to insure that the incident is contained and handled in the most appropriate manner possible.

EMERGENCY SITUATIONS

Transportation emergencies may occur at one (1) of four (4) separate stages. These stages are:

- **Storage**
- **Loading**
- **Enroute**
- **Unloading**

The procedures contained within this document shall be used regardless of the stage, but in conjunction with on-site emergency plans present at the facility where the incident occurs.

TYPES OF INCIDENTS

Product incidents are divided into three (3) types. These types are:

1.None to Small Product Loss	This type of incident would include motor vehicle accidents or breakdowns during which no product is lost. Also, those where the product loss is easily stopped such as small amounts of the product released from valves, vents or connections in an amount of less than 10 gallons (35 Liters) or 50 lbs. (25 Kg).
2.Medium Product Loss	This type of incident would include valve failures, overflows, and other incidents where the source is located, repaired, while the product loss is contained and the amount of loss is between 10 and 200 US gallons (35-350 Liters) or 50-2,000 lbs. (25-1,000 Kgs).
3.Major Incident	This type of incident would include container failure caused by accident, fire or other means, or any other occurrence which results in product loss of over 200 US gallons (350 Liters) or 2,000 lbs. (1,000 Kgs).

This document shall identify those response procedures in which the type of the incident effects the action. When no incident type is noted the action described shall apply to any incident.

IMMEDIATE ACTION

Upon notification, discovery or involvement in an incident identified herein, the employee shall take the following steps immediately.

1. Obtain Basic Information

All incoming call concerning any hazardous material incident or accident will be handled as directed below. The receiving employee must get the following basic information (Attachment A):

1. Location of incident;
2. Phone number and name of person reporting incident to US BULK employee;
3. Product involved in incident;
4. Nature of incident (spill, accident, chemical reaction) and amount of product loss, if any; and
5. Injuries or fatalities.

ADVISE CALLER THAT YOU WILL PLACE THEM ON HOLD WHILE YOU TRANSFER THEIR CALL TO THE COMPANY INCIDENT COORDINATOR.

2. Contact Primary Emergency Response Coordinator (PERC)

The PERC is identified on the quarterly notice forwarded to each department.

If contact with the PERC is not made within five (5) minutes then the employee shall contact the Secondary Emergency Response Coordinator (SERC).

3. ERC completes initial incident report (IIC)

Complete the ERC Incident Report Form (Attachment A) provided before determining action plan, if practical.

4. ERC determines proper US BULK response to incident

Type 1 incidents should be taken care of by on-site employees of US BULK, the facility, the carrier, or initial response personnel.

Type 2 incidents at plant or terminal facilities should be handled according to established facility procedures. The determination as to outside assistance should be left to facility management.

Enroute incidents should be directed to the carrier response coordinator, whenever possible or as determined by terms of sale/purchase. US BULK response resources should be used only when required by governmental officials or when deemed prudent by ERC.

Type 3 incidents must be treated as serious and resource allocation should be authorized as follows:

Incidents which occur at plant or terminal sites must be

handled according to the approved site emergency plan. Outside assistance from national contractors should be restricted to a secondary roll. The primary response role should be with site personnel. This is followed by the mutual aid services/resources which is reinforced by the local outside contracted response resource for the site.

Incidents and accidents which occur during the enroute portion of transportation should be handled by the US Bulk. These types of incidents require swift and coordinated response actions by all parties involved.

When deemed appropriate by the US BULK, ERC, shall contact the Insurance Underwriter Claims Department, as outlined in Attachment C, for direction and assistance.

5. ***ERC contacts appropriate resources and approves use of services***

The ERC shall determine which level of response is appropriate for each incident and authorize such response under the guidelines noted above. Activation of local and national contractors shall be made according to the procedure set forth in the terms of each contract.

6. ***ERC advises US BULK President of incident and response action***

As deemed appropriate by the ERC, the President of US BULK shall be notified immediately of all **Type 2** and **Type 3** incidents or in accordance with the following:

Type 2 incidents – The notification shall be in writing and provided within five (5) days of the incident.

Type 3 incidents – The notification shall be made by phone within twentyfour (24) hours and a written notice shall be made within three (3) days.

7. ***ERC monitors company response and handles <u>all</u> public and press inquires concerning incident***

The ERC shall be responsible for regulatory notifications as required by law and identified in Attachment E along with completing all written reports concerning each incident and/or accident involving regulated material. These reports shall include the US BULK Incident Report as well as those required by regulatory action. The ERC shall seek, as he/she deems appropriate, assistance from other US BULK employees as well as outside consultants and professionals contracted by US BULK for such services.

REMEMBER TO RECORD TIME, DATE AND INCIDENT NUMBER RECEIVED FROM THE AGENCY TO WHICH YOU ARE REPORTING THE INCIDENT.

Caution should be exercised when dealing with some members of the press. The phrase ***"Incident is under review at this time"*** usually works well. Release of

information prematurely usually leads to problems and retractions at a later date. Verification of facts is extremely important during incident coordination.

CLEAN-UP OF PRODUCT LOSS

Clean-up of **Type 2 or 3** incidents should be done by trained and certified at-scene specialist under contract to the company, whenever practical. Extended clean-up action is usually referred to as site remediation, is required by governmental agency and can last for a very long time. Clean-up plans should be submitted in writing whenever possible and thoroughly review before approval.

DECONTAMINATION

Usually decontamination will be performed at-scene or at a designated hospital or other facility. Employees are to cooperate with emergency personnel and follow established procedures.

Decontamination of the transport vehicle will be performed qualified contracted personnel and will include an interior and exterior wash, as appropriate.

OFFICIAL ASSISTANCE

U.S. law requires employees to assist in investigations involving accidents and hazardous materials/wastes incidents. Failure to answer questions could result in charges being filed against you. When questioned concerning a hazardous materials/waste incident or an accident take the following steps:

- Request to see official identification and note badge number or other identification.
- Request to know what agency or department the person represents.
- DO NOT SPEAK TO TV or NEWS REPORTERS OR INSURANCE INVESTIGATORS. Take their name and number, then refer them to the PIC.
- If you are not sure of the question ask him/her to repeat or rephrase the question.
- If you do not know the answer to a question, do not guess. Tell the official you do not know the answer.
- If the official states you are in trouble or have committed a violation of law, request to speak to the company Emergency Response Coordinator (ERC) at once.

  (In the US once a general investigation becomes centered around you, you are no longer required to answer any questions.)
- Try to remain cooperative with governmental officials and always try to identify the name and organization of the person in-charge of the investigation or the incident.

TRY TO REMEMBER THE INFORMATION PROVIDED TO YOU DURING TRAINING AND TRY TO REMAIN CALM AT ALL TIMES. WHEN IN DOUBT CONTACT THE COMPANY EMERGENCY RESPONSE COORDINATOR FOR ASSISTANCE AND/OR DIRECTIONS.

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US BULK TRANSPORT, INC.
ERC Incident Report Form

Report Number: _____

Definition of Incident:
Incident - An event that results in the non-routine release of any material controlled by US Bulk Transport, Inc. An incident may or may not be a HazMat spill, emergency, accident, or disaster.

Complete all of the following:

Step 1

Incident Reported to US Bulk on: _____ At _____ To _____
Date *Time* *Your Location*

Type of incident: Accident _____ Release _____ Other _____

Classification of incident:

Highest _____ Fatal _____ Multi-Injury _____ Injury _____ Tow _____ Other _____

Name of Caller: _____ Organization: _____

Phone number: _____ Fax if available: _____

If MSDS requested, complete grayed portion:

MSDS sent to: _____
_____
_____
Name

Date: _____ Time: _____ Fax #: _____

Physical location of incident (i.e. address or significant landmark/mile post): _____

_____

Product(s) involved: (If not known, indicate "unknown"): _____

General nature of incident: (Accident type, injuries, amount of spillage, vehicles involved, etc.) _____

_____

_____

Customer Representative? YES NO (circle one) ***If YES go to Step 3.***

Step 2

1. Before hanging up, re-verify all the information listed in Step 1. Make sure the call back number and name are correct.
3. Immediately advise the US Bulk ERC of incident. _____

Step 3 (for calls from customer only) Customer Name: _____

Name of person who called customer: _____

Their Organization: _____

Their Call back Number: _____

Step 4

Vehicle or Container Identification #: _____

Organization/individuals on scene: (Police, Fire, First responders, etc.)

_____

_____

_____

Step 5

Internal Notifications: ***(Who was contacted and when)***

Person	Title	Time Called	Phone Number

Step 6

Immediately notify US Bulk ERC and contact persons according to classification of incident.

_____ _____ _____

Name of Person Completing Form ***Date*** ***Time***

_____

Your Phone #

IN-HOUSE EMERGENCY CONTACT NUMBERS

This procedure becomes activated immediately upon any emergency such as: a spill, fire or any inadvertent discharge from any installation of any kind which could possibly endanger life, cause damage to property or the environment, pollute inland waters, or endanger wildlife.

ALERT PROCEDURE

Any employee observing a spill, fire, or inadvertent discharge must immediately notify and implement the Transportation Contingency Plan.

Name	Title		Office Phone	Home/Cell Phone
Jeff Fialkowski	Term Mgr	Erie PA	(800) 642-8910	[redacted]
Craig Goodelle	President	Erie, PA	(800) 642-8910	
Scott Warren	Term Mgr	Energy, IL	(888) 651-8182	
Angela Forrester	Term Mgr	Guntersville, AL	(888) 858-1659	
Chad Sawyer	Term Mgr	Evansville, IN	(800) 675-0646	
Sandra Lambert	Term Mgr	Kings Mountain, NC	(800) 837-9725	
Tom Clawson	Term Mgr	Toledo, OH	(800) 222-8828	
Tom Schrader	Term Mgr	New Prague MN	(952) 223-6730	
Gene Moore	Term Mgr	Portage IN	(800) 466-1606	
Kim Kirkland	Term Mgr	Groveland, FL / Kentwood, LA	(800) 803-9983	
Howard Weaver	Term Mgr	Aliquippa PA	(800) 842-8683	
Lynne Thomas	Term Mgr	Birmingham, AL	(888) 651-9169	

Vince Ferloin **PERC** (*Primary Emergency Contact*)

(800) 609-6611 (office)
(814) 460-7822 (cell)

Kathy Cowger **SERC** (*Secondary Emergency Contact*)

(800) 609-6611 (office)
(814) 790-3370 (cell)

Craig Goodelle – (if no answer at either above numbers)
(814) 860-1377 (cell)

Chris Kavala (814) 450-5529

SAFETY FAX # 814-824-4610

INSURANCE EMERGENCY CONTACT NUMBERS

HUB INTERNATIONAL

JOHN MOORE
John.Moore@hubinternational.com

814-440-5067 office

JILL TROHOSKE
Jill.Trohoske@hubinternational.com

GREAT WEST

CLAIMS

800-228-8040 - 24-hour hotline

APPROVED List of CONTRACTORS

Environmental Products and Services of Vermont, Inc.
2775 Broadway, Suite 250
Cheektowaga, N.Y. 14227
&716) 597-0001
Emergency 800-577-4557
Fax (716) 597-0505
Eastern U.S.
(Mary 4/20/11)

Allied International Emergency
2333 Delante Ave.
Fort Worth, TX76117
1-800-980-7911
Complete spill cleanup and remedial action services available throughout the U.S.
(Lynn 4/20/11)

Weavertown Environmental Group AKA WEG
2 Dorrington Road
Carnegie, PA 15106
1-800-746-4850 (24/7)
Fax (724) 746-9024
Complete spill cleanup and remedial action services available throughout the U.S.
(Bob Kidd 4/21/11)

McCutcheon Enterprises and Waste Water Services, Inc.
250 Park Road
Apollo, PA 15613-8730
(724) 568-3623
Spill cleanup and remedial action services available – Breezewood, PA to the Ohio line.
(Brian 4/20/11)

Eagle Construction & Environmental Services, Inc.
9204 Highway 287 N.W.
Fort Worth, TX 76131
(800) 336-0909
Fax (817) 306-8086
Complete spill cleanup and remedial action services available throughout the U.S.
(Laura 4/21/11)

New Alta Industrial Services, Inc.
Cambridge, Ontario
Non emergency – 800-263-8602
Emergency - 1 (800) 567-7455 **CANADA & U.S.**
Complete spill cleanup and remedial action services available throughout the U.S. & Canada
(Monique Brooks 4/21/11)

Eco-First
P.O. Box 390
Lesage, WV 25537
877-736-7303
Complete spill cleanup and remedial action services within a 200 mile radius of Huntington, WV
(Dana Tomes (7/23/14)

Northridge Group Incorporated
P.O. Box 131
Northumberland, PA 17857
570-473-3219
Fax 570-522-8344
866-473-3219
Complete spill cleanup and remedial action services available in all of Pennsylvania with a presence in the states of New York, New Jersey, Delaware, Maryland, Virginia and West Virginia.
(Dave (owner) 7/23/14)

HEPACO, Inc.
100 Spence Lane
Nashville, TN 37210
800-888-7689
Fax 615-882-0038
Mobile 615-210-1624
(Stephanie 4/21/11)

Environmental Coordination Services & Recycling (ECS&R)
3237 US Highway 19
Cochranton, PA 16314
814-425-7773
814-425-3201
(Robin 4/21/11)
Stephanie Eliason

PENNSYLVANIA, NRC and OTHER IMPROTANT AGENCIES CONTACT INFORMATION FOR NOTIFICATION PURPOSES

NOTIFICATION LIST

Federal and state laws require immediate notification of all hazardous materials/waste incidents.
Notifications required:

1. **PA Department of Environmental Protection**: (717) 787-4343 (24 hours a day)

   ERC – refer to Regional Office numbers

   Notify the above agency any time surface water or groundwater is threatened or impacted. This includes spills on land or water. ERC – Refer to PA Regional Office Numbers

2. **PA Emergency Management Agency**: (800) 424-7362 (24 hours a day)
   Outside PA – (717) 651-2001

   The above agency should be notified whenever the PA DEP is notified. The person at the agency should be told to notify any required county agencies. Ask for (and record) the name of the person with whom you are speaking.

3. **National Response Center**: (800) 424-8802 or (202) 426-2675

   The above agency is responsible for notifying all other federal agencies such as the DOT or the USEPA. This agency will be notified any time surface water or groundwater is threatened or impacted. This includes spills on land or water.

   The National Response Center and Director of the Office of Hazardous Materials Regulations, Materials Transportation Bureau, Department of Transportation, Washington, D.C., MUST be notified in the event of:

   a. A person is killed or requires hospitalization due to injuries
   b. Carrier or property damage exceeds $50,000.00
   c. Accident/spill involves radioactive materials or etiological agents
   d. Notification caused by continuing danger to life

4. **Pennsylvania Fish Commission**: (717) 726-6056

   Report the spill to the above agency if surface waters are affected in any way.

OHIO NOTIFICATION LIST AND OTHER IMPORTANT PHONE NUMBERS

NOTIFICATION LIST

Federal and state laws require immediate notification of all spill incidents.

Notifications required:

1. **Ohio Environmental Protection Agency (EPA)**: (614) 644-3195 or (800) 282-9378

2. The above agency should be notified any time surface water or groundwater is threatened or impacted. This includes spills on land or water. The Ohio EPA should be told to notify the fish and/or game commission if required. Ask for the name of the person with whom you are speaking.

3. **State Emergency Response Commission (SERC)**
   The above agency should be notified whenever the Ohio EPA is notified. The Ohio EPA should be told to notify any required county agencies. Ask for the name of the person with whom you are speaking.

4. **National Response Center** (800) 424-8802 or 202-426-26753

   The above agency is responsible for notifying all other federal agencies such as the DOT or the USEPA. This agency should be notified any time surface water or groundwater is threatened or impacted. This includes spills on land or water.

5. **Notify the (LEPC) and Fire Dept.**
   The safety manager or his designee will make these notifications. However, it may be the driver's responsibility to notify the National Response Center since he is actually in **physical possession** of the hazardous material. **Report only the known facts** and avoid speculation.

STATE AGENCIES

ALABAMA

Department of Environmental Management	(334) 260-2700	
U.S. Coast Guard	(334) 639-6287	(Mobile)
Hazardous Materials	(800) 843-0699	(Waste)
Dept. of Public Safety	(334) 242-4378	
Emergency Management Agency	(800) 356-9596	205-280-2200

Mail written notification to:
Alabama Dept. of Environmental Management
1751 Cong. W.L. Dickinson Drive
Montgomery, AL 36130

CONNECTICUT

Dept. of Environmental Protection	(860) 424-3338
State Police	(860) 685-8190

DELAWARE

Department of Natural Resources	(302) 739-9401
And Environmental Control	(800) 662-8802 (In-state only)

FLORIDA

Department of Environmental Regulation	(904) 488-0300

GEORGIA

Environmental Protection Division	(404) 656-4300 (800) 241-4113

ILLINOIS

Division of Land Control	(217) 782-6761

INDIANA

Hazardous Waste Management Branch	(317) 241-4336

KANSAS

Department of Health and Environment	(913) 296-1500

KENTUCKY

Natural Resources & Environmental Protection Cabinet	(502) 564-6716

MAINE

Department of Environmental Protection	(800) 482-0777

	(800) 424-8802

MARYLAND

Division of Hazardous Waste	(410) 383-6650 (working) (410) 243-8700 (non-work)

MASSACHUSETTS

Department of Environmental Protection	
From the Boston Area	(617) 556-1133
Toll Free	(888) 304-1133
Western Region	(413) 784-1100
Central Region	(508) 792-7650
Southeast Region	(508) 946-2700
Northeast Region	(978) 694-3200

MICHIGAN

Michigan Pollution Emergency Alerting system	(800) 292-4706 (in state) (517) 373-7660 (out state)

MISSOURI

Department of Natural Resources	(314) 634-2436

NEW HAMPSHIRE

NH Waste Management Compliance Bureau	(603) 271-2942 (weekdays)
State Police	(800) 346-4009 (24 hr. in st) (603) 271-3636 (out state)

NEW JERSEY

Department of Environmental Protection	(609) 292-8341

NEW MEXICO

Department of the Environment	505-827-9329 (24 hr.)

NEW YORK

Department of Transportation	(518) 457-7362 (24hr.) (518) 457-6858

NORTH CAROLINA

Hazardous Waste Branch	(800) 662-7956

OKLAHOMA

Department of Environmental Quality	(405) 702-5191

OHIO

E.P.A. Emergency Response Spill Number	(802) 244-0946
P.U.C. Emergency Response Spill Number	(802) 424-9300 (24 hr.)

PENNSYLVANIA

Department of Environmental Protection		(717) 787-4343 (24 hrs.)
PA Emergency Management Agency	In PA	(800) 424-7362 (24 hrs.)
	Outside PA	(717) 651-2001

RHODE ISLAND

Hazardous Waste Department	(401) 222-2797 (daytime) (401) 222-3070 (800) 498-1336 (24-hr)

SOUTH CAROLINA

Bureau of Solid and Hazardous Waste Management	(803) 758-5531

TENNESSEE

Tennessee Emergency Management Agency (TEMA)	(800) 262-3300 (in state) (800) 258-3300 (out state)

VERMONT

Agency of Transportation	(802) 828-3395 (802) 244-8702

VIRGINIA

Division of Solid and Hazardous Waste	(804) 323-2300 (land) (804) 257-0080 (water)

WEST VIRGINIA

Division of Waste Management	(800) 424-9300

CANADIAN SUPPLEMENT

MANITOBA

24-HOUR MANITOBA CONSERVATION EMERGENCY LINE 204-944-4888

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NEW BRUNSWICK, CANADA

EMERGENCY PHONE CONTACTS:

New Brunswick Dept of the Environment and Local Government

Telephone: 506-453-2690 **Mon – Fri 8:15 a.m. – 5:00 p.m.**

Canadian Coast Guard

Telephone: 800-565-1633 **After Hours**

Bennett Environmental

David Brader – Safety Compliance Officer – ext 2326

Renviro Park
112 Promenade Shannon Drive
Unit 6
Belldune, NB E8G 2W1

Telephone: 506-522-2325
506-522-2326
Fax: 506-522-2330

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ONTARIO

24-HOUR ONTARIO SPILL ACTION CENTER NUMBER 800-268-6060

2025 ATTACHMENT VII

U.S. Bulk Transport, Inc.
Safety Meeting Agenda

A. Sign In

- Complete Training Certificate
- Introduction to Safety Team
  - Angella Moore: DQF/Equipment files
  - Karen Peters: HOS/Non-trucking insurance/IFTA/Border crossings
  - Kathy Cowger: Haz-Mat compliance/training/Permits/Expert safety knowledge
  - Kim Bayhurst: Haz-mat permits/ELD-Camera Install and support/Claims expertise

B. Accident Reports

- **ALL ACCIDENTS ARE TO BE REPORTED**
  - Any collisions involving your truck/trailer while under U.S. Bulk Transport dispatch or not ***MUST*** be reported.
  - Collisions occurring while not under dispatch will still be reported to your insurance company and they will contact us.
  - ***Report any/all accidents Immediately to Vince Ferloin @ 814-460-7822***
  - ***Failure to properly/timely report a collision may lead to cancellation of the lease with U.S. Bulk Transport, Inc.***
  - Written Follow Up (review accident report) (within 24 hrs.)
  - Take Pictures (vehicles, scene, etc...)
  - If DOT recordable - possible drug/alcohol tests
    - Deductible for preventable accidents
      - $1500 – liability...escalating ($1500, $2500, 10% incurred cost)
      - $2500 – cargo
      - Before any deductible is taken, Vince Ferloin will contact you directly to discuss the preventability rating as well as the terms of the deductible to ensure that it is spread out enough to not cause financial hardship (6 week maximum).

☐ **Acknowledgment:** I acknowledge the above accident procedures and I understand that I am responsible for the deductibles, for ANY/ALL preventable collisions, and/or cargo claims as described above.

Print Driver Name: _____ Date: _____

Driver Signature: _____

C. Insurance

- Liability provided by U.S. Bulk when under dispatch
- Non-Trucking, bobtail deadhead, physical damage coverage is the responsibility of owner-operator. We do not cover physical damage on the truck and trailer.
- WC – call safety with any questions.

☐ **Acknowledgment:** I acknowledge the above Insurance statement and I understand that I am responsible for my own non-trucking, bobtail deadhead, and physical damage coverage.

Print Driver Name: _____ Date: _____

Driver Signature: _____

D. Drug and Alcohol Testing Program

- U.S. Bulk is in a consortium that tests for pre-employment, random, reasonable cause, post-accident and return to duty testing.
- No positive results for 5 years after completion of a program (SAP)
- U.S. Bulk is a zero-tolerance company.
- 382.303: (e) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- (f) An employer shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.

E. Drug and Alcohol Clearinghouse

- In effect as of 1/6/2020

- A carrier is required to conduct a Full Query when a Limited Query indicates D/A violations appear for a specific driver. Carriers must perform a Full Query before any driver can perform safety sensitive functions.

- **§ 392.5: Alcohol prohibition.**

(a) No driver shall—

(1) Use alcohol, as defined in § 382.107 of this subchapter, or be under the influence of alcohol, within 4 hours before going on duty or operating, or having physical control of, a commercial motor vehicle; or

(2) Use alcohol, be under the influence of alcohol, or have any measured alcohol concentration or detected presence of alcohol, while on duty, or operating, or in physical control of a commercial motor vehicle; or

(3) Be on duty or operate a commercial motor vehicle while the driver possesses wine, beer, or distilled spirits.

- Any driver convicted of violating part 392.5 will be subject to immediate cancellation of their lease with U.S. Bulk Transport, Inc.

☐ **Acknowledgment:** I acknowledge the above Drug and Alcohol Testing; Drug and Alcohol Clearinghouse & Alcohol Prohibition statement.

Print Driver Name: _____ Date: _____

Driver Signature: _____

F. Driver Files

- **Medical Card** – new cards have 'intrastate only' block. Verify that the block is not checked if you are traveling Interstate.
    - Ensure that your medical certification has been sent to your state DMV.
    - Operating under U.S. Bulk Transport, Inc authority with an expired DOT medical card is prohibited and will lead to immediate cancellation of your lease.
- **CDL**
    - When completing the self certification paperwork, ensure that appropriate interstate box is checked, failure to do so may result in a downgrade of your CDL and may be finable up to $1100 during a roadside inspection.
    - CDL holders must submit a copy of their medical card to their state DMV. Consequences of not submitting a copy could be cdl suspension and you may be required to reapply for the cdl license.
    - Operating under U.S. Bulk Transport, Inc authority with an expired DOT medical card is prohibited and will lead to immediate cancellation of your lease.
    - **National Registry of Qualified Examiners** – as of May 21, 2014, all doctors performing DOT physicals must be registered with FMCSA.

G. Medical Qualifications

- Drivers that are required to wear corrective lenses and/or hearing aids MUST wear those devices while operating a CMV. Failure to do so may result in CSA points.

☐ **Acknowledgment:** I acknowledge the above Driver Files & Medical Qualifications statement.

Print Driver Name: _____ Date: _____

Driver Signature: _____

H. HOS/ELD

- Effective March 1, 2025 all drivers that require an ELD will use the Motive VG/Dashcam available for purchase through U.S. Bulk Transport, Inc.
  - All logs must be signed and must include shipping doc numbers.
  - If you run U.S. Bulk Transport, Inc IFTA – trips, fuel receipts and toll receipts must be submitted within 7 days.
    - **Fuel stops MUST be logged as on duty not driving.**
- Failure to submit supporting documents within 7 days will lead to driver being made in-active for dispatch until all required documents are received and reviewed.
- Any log that indicates over 650 miles in a 24-hr period will be audited for accuracy. HOS documents that indicate speeding/false logs will not be accepted.
- **Hours of Service Rules**
  - **Changed definition of on-duty time**
    - Definition does not include time resting in a parked CMV
      - Effective February 27, 2012
  - **Required 30-minute break before 8 hours of driving**
  - **11, 14, 70-hour rules**
  - **Personal conveyance (PC) is only authorized to find a "Safe Haven" in the event that a driver is delayed at a shipper/receiver as their time expires.**
  - **PC is NEVER authorized to return home from a dispatch.**

☐ **Acknowledgment:** I acknowledge the above Log & ELD statements.

Print Driver Name: _____ Date: _____

Driver Signature: _____

I. Roadside Inspections

- **ALL roadside inspections/interactions with Law enforcement MUST be called in to Vince Ferloin immediately! 814-460-7822**

- Must be sent to Safety within 24 hrs
  - Fax 814-824-4610
  - Email: safety@usbulktransport.com
  - Original documents must be mailed to the corporate office within 5 days.
  - Must be logged **On Duty Not Driving**
  - Any/All Out of Service vehicle maintenance defects must be repaired prior to moving the truck, the RSI MUST signed by the person/shop/service making the repairs.
  - Any/All non-Out of Service defects MUST be repaired within 5 days or prior to the next dispatch.
  - Must have **receipts of repairs and/or parts for maintenance files**
  - Must be **signed by carrier official** and returned to the state **within 15 days**
  - Must be held on file for 14 months
  - Must be **noted on DVIR on the back of the log**
  - Must note repairs on **quarterly maintenance reports**
  - Reward program for level I, II, III – No Violations Discovered
  - ***Call Vince immediately 814-460-7822***

J. Fines

- Copies of fines should be sent to the Safety Dept
- Responsibility for payment is that of the driver and/or owner
- Fines paid by driver should be marked 'paid' to avoid duplication
- Fines to be paid by USBulk should show 'please pay and deduct'
-

☐ **Acknowledgment:** I acknowledge the above Roadside Inspection/Fines procedures & I acknowledge roadside inspections MUST be sent in within a 24-hour time frame to Vince, the Director of Safety.

Print Driver Name: _____ Date: _____

Driver Signature: _____

K. Equipment Files

- Current Registrations, Inspections and insurance should be sent to Safety before expiration dates
- **Quarterly Maintenance records** (DOT requirement) must be received at corporate **within 13 days of quarter's end.**

L. Semi-Annual Inspection Program

- D.O.T. requires an annual inspection for both vehicles
- USBulk requires 2 inspections per year per vehicle
- USBulk will pay for the second inspection for both vehicles
  - Call for P.O. (or)
  - Pay for inspection – put note on copy sent to Safety to reimburse
- Inspection must be done at an approved inspection station
- Owner-operators are not allowed to conduct their own inspections.
- To have an inspection station approved – contact Safety Dept
- D.O.T inspection is ok for PA plated trailers
- Notifications are sent out at the beginning of each month.

M. Safety Awards

- Clean RSI…Level I = $200; Level II = $100 Level III = $50
- Yearly safe driving awards based on individual performance.

☐ **Acknowledgment:** I acknowledge the above Equipment Files, Semi-Annual Inspection Program, & Safety Awards Statements.

Print Driver Name: _____ Date: _____

Driver Signature: _____

N. Contaminated loads

- Do not place additional items in any load. Any contamination that is discovered may result in delays, revised paperwork, lost time and potentially rejected loads. If additional weight is added to the loaded trailer, it may affect our relationship with the customer.

☐ **Acknowledgment:** I acknowledge the above Contaminated Loads statement.

Print Driver Name: _____ Date: _____

Driver Signature: _____

O. Driver improvement initiatives

- Drivers that show patterns of poor performance on roadside inspections will be contacted by the Director of Safety to discuss corrective action plans.

- Corrective action, up to and including probation will be specific to individual driver needs based on their roadside inspections. Failure to comply with the terms of a specific probation/action plan may result in cancellation of your lease.

- Safety has identified the states with the highest ratio of violations/OOS per inspection and will develop plans to conduct pre-CSA random inspections at authorized service centers to identify defects before a Roadside Inspection occurs.

P. Unsafe Driving

- Unsafe driving will not be tolerated at U.S. Bulk Transport, Inc.

- The CSA UNSAFE DRIVING BASIC is the heaviest weighted category in which FMCSA/DOT determine intervention efforts.

- Speeding, left lane violations and failing to wear a seat belt while operating a CMV violations continue to negatively impact our CSA scores and drive up the costs of our insurance.

- UNSAFE DRIVING violations (including warnings) carry CSA points that stay with the driver for three years and are often used as the basis as to whether or not a carrier hires, leases a driver.

- Unsafe Driving is the most controllable BASIC and we MUST all do our part to keep these scores low.

☐ **Acknowledgment:** I acknowledge the above Unsafe Driving statement.

Print Driver Name: _____ Date: _____

Driver Signature: _____

Q. Driver Report cards and Insurance scorecards

- A driver report card and Insurance scorecard will be created for every owner operator.

- Driver report cards will detail each Roadside inspection as well as preventable collision and will be mailed to drivers as updates are made and/or at annual safety training meetings.

- Insurance scorecards will assess points to each/every CSA defect with heavier weights being assessed to events that are more likely to lead to an accident.
  - The following events will result in cancellation of your lease with U.S. Bulk Transport, Inc:
    - Speeding 15MPH +
    - Speeding in a work zone
    - Failure to wear a seat belt while operating a CMV
    - Using a handheld electronic device while operating a CMV
    - 11 Hour/14-hour HOS Out of Service violation.
  - The following events will be assessed a 15-point value:
    - Speeding 6-14MPH
    - Lane Violation
  - The following events will be assessed a 10-point value:
    - All other Unsafe driving events.
    - Preventable collision with injury
    - Preventable collision with citations
    - Preventable collision with property damage over $10K
  - The following events will be assessed a 3-point value:
    - Overweight scale tickets and citations
    - HOS Out of Service
    - False Logs
    - Driver fitness
    - HAZMAT violations
  - The following events will be assessed a 2-point value:
    - Any Out of Service indicated on a Roadside inspection
    - Any/all vehicle maintenance defects indicated on a Roadside inspection that should have been detected during a thorough pre-trip.

Driver Report cards and Insurance scorecards(continued)

- The following events will be assessed a 1-point value
  - HOS (form and manner)
  - Vehicle Maintenance defects that occurred while driving (blown tire, Lamp burn-out etc).
- Preventable collisions will be assessed points as follows:
  - Preventable with citation = 10 points
  - Preventable with property damage >$10k = 10 points
  - Preventable with injury = 10 points
  - Preventable with property damage <$10k = 5 points
- The following events will receive a 2-point CREDIT.
  - Clean Level I Roadside inspection that states "No violations were discovered"
  - Clean Level II Roadside inspection that states "No violations were discovered"

☐ **Acknowledgment:** I acknowledge the above Report cards and Insurance scorecards statement.

Print Driver Name: _____ Date: _____

Driver Signature: _____

Scan in Documents

- ALL Fuel Receipts, Logs, DOT Physical, CDL (Front & Back in Color), Maintenance Reports, Vehicle Inspections, Registrations (Both Truck & Trailer), Insurance (Physical Damage, Bobtail/Deadhead, OCC/ACC or W/C), & ANY/ALL Roadside Inspections are to be scanned in.
- Put the name of each document you scanned into the subject line along with your truck number.
- ALL safety department documents are to be sent to safety@usbulktransport.com

☐ **Acknowledgment:** I acknowledge & will follow the above Scan in Documents statement.

Print Driver Name: _____ Date: _____

Driver Signature: _____

MAKE	MODEL	YEAR	TYPE	VIN	PLATE	STATE	GVWR	OWNER	UNIT
PETE	CONVENTIONAL	1997	TRACTOR	1XP5D69X8VN434060	RC37079	MI	80000	CLINTON D DAVIS	106
PETE	CONVENTIONAL	2010	TRACTOR	1XPHD49X0AD107377	AG77461	PA	80000	THOMAS WEISS	109
KW	CONVENTIONAL	1999	TRACTOR	1XKDDB9X1XJ790760	AH03187	PA	80000	CODY M ALLRED	110
KW	CONVENTIONAL	2003	TRACTOR	1XKWDB9X83J386793	41778PC	NY	80000	TRYKA TRUCKING	117
KW	CONVENTIONAL	2022	TRACTOR	1XKZD49X0NJ494904	AH28526	PA	80000	SCOTT ALLEN TILLEY	119
PETE	CONVENTIONAL	2000	TRACTOR	1XP5DB9X2YD523626	AH70598	PA	80000	JSJ & SON TRUCKING CORP	130
PETE	CONVENTIONAL	1988	TRACTOR	1XP5DB9X0JN258107	AH19213	PA	80000	LENNIE D. CLAYPOOLE JR.	132
INTL	CONVENTIONAL	2001	TRACTOR	3HSCNASR41N084856	AF63603	PA	80000	ARTHUR POLLOCK	134
PETE	CONVENTIONAL	2006	TRACTOR	1XP5D49X86N644227	RC46267	MI	80000	EDWARD CALDWELL	135
FRTL	CONVENTIONAL	2000	TRACTOR	1FUPCDZB9YLF03968	AG89056	PA	80000	SCOTT GREEN JR.	136
PETE	CONVENTIONAL	2008	TRACTOR	1XPXD49X08D758529	PXD3481	OH	80000	MICHAEL KURPYL	137
PETE	CONVENTIONAL	2001	TRACTOR	1XP5DB9X81N548661	AH33018	PA	80000	SMS TRANSPORT LLC	138
PETE	CONVENTIONAL	2004	TRACTOR	1XP5DB9X64D814740	AH41270	PA	80000	LIONEL R TIDWELL	142
PETE	CONVENTIONAL	2003	TRACTOR	1XP5DB9X43D529369	AG83781	PA	80000	QUINTIN LAWLEY	144
WSTAR	CONVENTIONAL	2007	TRACTOR	5KJJABAV87PX97867	AG95654	PA	80000	MRT INC	145
PETE	CONVENTIONAL	2011	TRACTOR	1XPXD49X2BD110116	RC49256	MI	80000	DOUGLAS MILLER	151
KW	CONVENTIONAL	2012	TRACTOR	1XKWD49X5CJ299154	RC59052	MI	80000	D&W TRUCKING AND REPAIR CO.	158
KW	CONVENTIONAL	2000	TRACTOR	1XKTDB9X2YJ864183	RC54723	MI	80000	N & T TRUCKING	162
INTL	CONVENTIONAL	2005	TRACTOR	2HSCKSCR85C153715	AH44740	PA	80000	MICHAEL FEHR	164
KW	CONVENTIONAL	1993	TRACTOR	2XKWDB9X4PM581949	AH59292	PA	80000	STEVEN D SHINN	165
PETE	CONVENTIONAL	2021	TRACTOR	1XPBDP9X5MD735866	AH34484	PA	80000	VINCENT SMITH	166
KW	CONVENTIONAL	1994	TRACTOR	1XKWDB9X3RS634600	AH73465	PA	80000	STEVEN SCHULTZ JR.	169
KW	CONVENTIONAL	1998	TRACTOR	1XKWDR9X1WJ760609	AH78612	PA	80000	SHANNON ADAMS	171
KW	CONVENTIONAL	2000	TRACTOR	1XKWDB9X8YR849556	AH27052	PA	80000	SCOTT GREEN	176
PETE	CONVENTIONAL	1997	TRACTOR	1XP5DB9X0VN442419	AH41942	PA	80000	BRIAN BOWSER	179
KW	CONVENTIONAL	2010	TRACTOR	3WKAD49X9AF261793	AH60452	PA	80000	NOVALLIE TRANSPORT, LLC.	180
PETE	CONVENTIONAL	1994	TRACTOR	1XP5DB9X2RN338861	AH17407	PA	80000	JOSHUA BRUNCO	181
KW	CONVENTIONAL	2007	TRACTOR	1XKWDB0X37J211483	AH07035	PA	80000	S.M. EDWARDS TRUCKING	195
PETE	CONVENTIONAL	2019	TRACTOR	1XPBD49X7KD264282	AG84277	PA	80000	JRHO TRUCKING LLC.	198
FRTL	CONVENTIONAL	2005	TRACTOR	1FVXAJBD85DN82354	P1079976	IL	80000	AT TRUCKING	301
PETE	CONVENTIONAL	2000	TRACTOR	1XP5DB9X4YN508460	P1084884	IL	80000	KACEY JOHNSON	304
WSTAR	CONVENTIONAL	1996	TRACTOR	2WKPDCCH8TK942162	PWH3605	OH	80000	JOHN DAVENPORT	322
PETE	CONVENTIONAL	2003	TRACTOR	1XP5DB9XX3D588068	P798864	IL	80000	ROGERS TRUCKING INC	331
FRTL	CONVENTIONAL	1999	TRACTOR	1FUPCSZB6XPA14939	P1023124	IL	80000	AT TRUCKING	333
PETE	CONVENTIONAL	1998	TRACTOR	1XP5DR9XXWN454765	A76700	KY	80000	RJ HAULERS INC.	501
FRTL	CONVENTIONAL	2013	TRACTOR	3AKJGLDV9DSFF3429	AH44741	PA	80000	FIRST CHOICE TRANSPORTATION	503
KW	CONVENTIONAL	2021	TRACTOR	1XKZD40X9MJ440559	L1341HY	TN	80000	GEORGE S VANN	514
FRTL	CONVENTIONAL	2004	TRACTOR	1FUJA6AV64LN23082	AH36891	PA	80000	REMUNERATIVE TRUCKING LLC.	524
INTL	CONVENTIONAL	2020	TRACTOR	3HSDZAPR8LN186780	3815516	IN	80000	D&K HERALDS TRUCKING LLC.	531

MAKE	MODEL	YEAR	TYPE	VIN	PLATE	STATE	GVWR	OWNER	UNIT
PETE	CONVENTIONAL	2005	TRACTOR	1XP5DB9X15N842070	AH27051	PA	80000	SJE TRUCKING LLC	550
INTL	CONVENTIONAL	2019	TRACTOR	3HSDZAPR1KN416450	3353396	IN	80000	DAVID E CASE	567
PETE	CONVENTIONAL	2019	TRACTOR	1XPXDP9XXKD273775	70968Z	WI	80000	LAWRENCE R SCHROCK	801
PETE	CONVENTIONAL	2015	TRACTOR	1XPXDP9X7FD254817	AH18220	PA	80000	CRITTER'S EXPRESS LLC	803
PETE	CONVENTIONAL	2026	TRACTOR	1XPED49X5TD788447	NV4300	NC	80000	K AND T ARD, INC	1051
PETE	CONVENTIONAL	2017	TRACTOR	1NPXGGGG50D454171	P939748	IL	80000	CLINT HODGE	1084
FRTL	CONVENTIONAL	2010	TRACTOR	1FUJF6CK0ADAS9779	AH23969	PA	80000	D R OBNEY LLC.	1121
KW	CONVENTIONAL	2020	TRACTOR	1XKWD49X0LR393721	PVW2150	OH	80000	JOHN BILLER	1209
KW	CONVENTIONAL	2006	TRACTOR	1XKDD49X16R120296	PVS1036	OH	80000	RUNSKI TRUCKING LLC.	1217
FRTL	CONVENTIONAL	2007	TRACTOR	1FUJAPCK27DW62570	AH54735	PA	80000	CLIFFORD A SPHON	1222
INTL	CONVENTIONAL	2002	TRACTOR	2HSCHASR72C021051	AH47673	PA	80000	L&M TRANSPORTATION	1224
PETE	CONVENTIONAL	2006	TRACTOR	1XP5DB9X16N888869	AH38717	PA	80000	ZALLO TRUCKING INC.	1234
FRTL	CONVENTIONAL	2019	TRACTOR	1FUJHHDR3KLKH1094	AH41372	PA	80000	S&J TRANSPORT, LLC.	1235
PETE	CONVENTIONAL	2015	TRACTOR	1NPXGGGG50D319787	AH75300	PA	80000	THOMAS HADDON	1239
KW	CONVENTIONAL	1995	TRACTOR	1XKWD69X3SJ655093	AH07201	PA	80000	PHILLIP WARREN KENNY	1249
KW	CONVENTIONAL	2007	TRACTOR	1XKWDB9XX7J158803	PWE5519	OH	80000	OUTBACK TRUCKING LLC	1255
KW	CONVENTIONAL	1996	TRACTOR	1XKWDB9X3TJ685432	AH47900	PA	80000	ALLEN CRISPEN TRUCKING	1257
PETE	CONVENTIONAL	2009	TRACTOR	1XPXD49X99D788582	AH41241	PA	80000	JOHN SUTTON	1263
KW	CONVENTIONAL	2016	TRACTOR	1NKWGGGGX0J104831	AF14560	PA	80000	MAYSEP LLC	1276
FRTL	CONVENTIONAL	2007	TRACTOR	1FUJA6CK27LX68078	PVS2161	OH	80000	GREGORY GIBBS	1278
WSTAR	CONVENTIONAL	2021	TRACTOR	5KJJAED16MPMN3055	PWV8665	OH	80000	JWR TRANSPORTATION LLC.	1284
PETE	CONVENTIONAL	2015	TRACTOR	1NPXGGGG90D284543	AF14325	PA	80000	B & A TRANSPORT	1287
PETE	CONVENTIONAL	2005	TRACTOR	1XP5DB9XX5D826083	PVV2073	OH	80000	THOMAS REDER JR	1289
WSTAR	CONVENTIONAL	2014	TRACTOR	5KKXAC00XEPFV2425	AG67358	PA	80000	JAMES SARGENT	1291
FRTL	CONVENTIONAL	2020	TRACTOR	3ALXFB003LDLV4524	83914PC	NY	80000	CARL ACCORDINO	1331
PETE	CONVENTIONAL	2020	TRACTOR	1NPXGGGG80D672220	AG28814	PA	80000	MRT INC	1451
PETE	CONVENTIONAL	2003	TRACTOR	1XP5DB9X33N596474	AH03772	PA	80000	MRT INC	1452
PETE	CONVENTIONAL	2019	TRACTOR	1XPCP49X7KD234324	AH05965	PA	80000	MICHAEL KURPYL III	1461
FRTL	CONVENTIONAL	2015	TRACTOR	3AKJGLD51FSGL2827	AH02436	PA	80000	FRANK WALKER	1504
MACK	CONVENTIONAL	2021	TRACTOR	1M1AN4GY7MM021516	1228307	AL	80000	WILLIAM BURMAN	1515
FRTL	CONVENTIONAL	2020	TRACTOR	1FUJHHDR3LLLN2084	AH03773	PA	80000	BRYAN BAKER	1518
INTL	CONVENTIONAL	2017	TRACTOR	3HSDJAPR6HN653824	V4621HY	TN	80000	J.T. NEAL TRUCKING LLC.	1522
KW	CONVENTIONAL	2004	TRACTOR	1XKWDB9X24J394633	PENDING	KY	80000	CARSON EXPRESS	1526
FRTL	CONVENTIONAL	2015	TRACTOR	3ALXFB008FDGM4507	S4023HY	TN	80000	D & N TRUCKING	1544
PETE	CONVENTIONAL	2023	TRACTOR	1XPBDP9X7PD799816	AH62581	PA	80000	PROFESSIONAL TOUCH LLC	1549
KW	CONVENTIONAL	2019	TRACTOR	1XKZDP9X0KJ340531	AG10727	PA	80000	POFF TRUCKING	1551
PETE	CONVENTIONAL	2015	TRACTOR	1XPXDP9X0FD258398	AG59308	PA	80000	POFF TRUCKING	1553
PETE	CONVENTIONAL	2002	TRACTOR	1XP5DB9X92D577867	1193310	AL	80000	DUSTIN NORRIS	1554
KW	CONVENTIONAL	2024	TRACTOR	1XKYDP9X0RJ339529	AH49214	PA	80000	JANRON CARRIERS LLC.	1560

MAKE	MODEL	YEAR	TYPE	VIN	PLATE	STATE	GVWR	OWNER	UNIT
INTL	CONVENTIONAL	2000	TRACTOR	3HSCNAMR8YN043850	AH45267	PA	80000	PENNY HOWE	1742
INTL	CONVENTIONAL	1997	TRACTOR	2HSFHAMR9VC029926	AH37898	PA	80000	PENNY HOWE	1746
PETE	CONVENTIONAL	1996	TRACTOR	1XP5DB0X7TN402722	RC29851	MI	80000	JEREMY CRAMAR	1851
INTL	CONVENTIONAL	1999	TRACTOR	2HSFHAMR8XC037941	AG98237	PA	80000	CLK TRANSPORTATION LLC	1902
KW	CONVENTIONAL	2008	TRACTOR	1XKWD49X08J231870	AH13745	PA	80000	CLK TRANSPORTATION LLC	1903
PETE	CONVENTIONAL	2000	TRACTOR	1XP5DB9XXYN517163	AH41271	PA	80000	RANDALL AKIN	1971
FRTL	CONVENTIONAL	2000	TRACTOR	1FUPCSEB8YLA86272	P980500	IL	80000	AT TRUCKING	3011
KW	CONVENTIONAL	2020	TRACTOR	1XKYDP9X6LJ358920	0DA75Z	AZ	80000	NAVANTIC LLC	3051
PETE	CONVENTIONAL	2023	TRACTOR	1XPBDP9X8PD860882	6EA631	AZ	80000	NAVANTIC LLC	3052
PETE	CONVENTIONAL	2020	TRACTOR	1XPBD49X1LD705051	AH67665	PA	80000	NAVANTIC LLC	3053
MACK	CONVENTIONAL	2019	TRACTOR	1M1AN4GY5KM009832	AH60450	PA	80000	NAVANTIC LLC	3055
INTL	CONVENTIONAL	2010	TRACTOR	2HSCXAPR5AC101037	PWV7620	OH	80000	STEPHEN STRASZHEIM	5381
PETE	CONVENTIONAL	2005	TRACTOR	1XP5DB9X45N854374	P1226652	IL	80000	KELLY JOHNSON	10101
KW	CONVENTIONAL	1999	TRACTOR	1XKWD69X8XJ830588	AF37329	PA	80000	K & H TRUCKING	10122
PETE	CONVENTIONAL	2004	TRACTOR	1XP5DB9X04D815723	AH45591	PA	80000	WILLIAM PRICHARD	12021
PETE	CONVENTIONAL	2022	TRACTOR	1XPCDP9X8ND778524	AH48588	PA	80000	CLIFFORD A SPHON	12222
PETE	CONVENTIONAL	2006	TRACTOR	1XP5DB9X16N888872	AH38718	PA	80000	ZALLO TRUCKING INC.	12341
KW	CONVENTIONAL	1999	TRACTOR	1XKWD69X0XJ828169	PWH9428	OH	80000	D&R HARDY TRUCKING LLC	12532
PETE	CONVENTIONAL	2007	TRACTOR	1XP5DB9X27D888919	PXC6148	OH	80000	RAY WITHEY TRUCKING LLC	12541
PETE	CONVENTIONAL	2019	TRACTOR	1XPXD49X3KD228434	AH50339	PA	80000	TIMOTHY M DAMSCHRODER SR	12822
PETE	CONVENTIONAL	2020	TRACTOR	1XPXD49X4LD613888	1230096	AL	80000	L & L LOGISTICS	15083
PETE	CONVENTIONAL	2022	TRACTOR	1XPXD49XXND768626	1230097	AL	80000	L & L LOGISTICS	15084
PETE	CONVENTIONAL	2024	TRACTOR	1XPXD49X8RD602157	1230095	AL	80000	L & L LOGISTICS	15085
KW	CONVENTIONAL	2015	TRACTOR	1XKYDP9XXFJ452142	AH31547	PA	80000	JANRON CARRIERS LLC.	15601
FRTL	CONVENTIONAL	1998	TRACTOR	1FUPCSEB5WP899801	C836DQ	GA	80000	JOSHUA NORTH DBA NORTH TRANSPO	604
PETE	CONVENTIONAL	2000	TRACTOR	1XP5DR9X1YN482800	A013975	SC	80000	MLT HAULING LLC.	609
PETE	CONVENTIONAL	1998	TRACTOR	1XP5DB9X9WN456370	AF64130	PA	80000	JEFFREY ROE	727
INTL	CONVENTIONAL	1998	TRACTOR	2HSFMAHR2WC045487	AH26773	PA	80000	LANCE BARNHISER	738
KW	CONVENTIONAL	1998	TRACTOR	1XKWDB9X7WJ776918	AG28246	PA	80000	BRYAN REDINGER	1213
PETE	CONVENTIONAL	2019	TRACTOR	1NPXGGGGX0D668217	AH23307	PA	80000	JUDGE BROTHERS GUTTERS INC.	1219
KW	CONVENTIONAL	2016	TRACTOR	1XKWD49XXGJ133007	AH39415	PA	80000	ZALLO TRUCKING INC.	12342
EAST	DUMP	2011	TRAILER	1E1F9U288BRC44817	XNK2837	PA	80000	U.S. BULK TRANSPORT INC	90903
EAST	DUMP	2009	TRAILER	1E1F9U28X9RD44301	XKZ5156	PA	80000	U.S. BULK TRANSPORT INC	90908
MAC	DUMP	2009	TRAILER	5MADN40259C016176	XRH4966	PA	80000	CARSON EXPRESS	90912
EAST	DUMP	2011	TRAILER	1E1F9U281BRC44819	XLP9899	PA	80000	FIRST CHOICE TRANSPORTATION	90916
TRAILKING	DUMP	2006	TRAILER	1TKFA39276B121451	XGC3528	PA	80000	D&R HARDY TRUCKING LLC	90917
TRAILKING	DUMP	2006	TRAILER	1TKFA39256B034499	XLP9794	PA	80000	NOVALLIE TRANSPORT, LLC.	90924
EAST	DUMP	2008	TRAILER	1E1F9U2808RF42013	XMH3531	PA	80000	US BULK TRANSPORT, INC	90929
EAST	DUMP	2011	TRAILER	1E1F9U28XBRC44818	XMH3534	PA	80000	JUDGE BROTHERS GUTTERS INC.	90930

MAKE	MODEL	YEAR	TYPE	VIN	PLATE	STATE	GVWR	OWNER	UNIT
EAST	DUMP	2011	TRAILER	1E1F9U28XBRC44821	XNK2849	PA	80000	LANCE BARNHISER	90931
MAC	DUMP	2011	TRAILER	5MADN3929BC020380	XNK2825	PA	80000	VINCENT SMITH	90937
MAC	DUMP	2021	TRAILER	5MADN4023MW060684	3318926	ME	80000	K AND T ARD, INC	1000105
MAC	DUMP	2023	TRAILER	5MADN4021PW066536	E693175	MI	80000	CLINTON D DAVIS	1000106
MAC	DUMP	2023	TRAILER	5MADN3927P5069560	XLP9902	PA	80000	THOMAS WEISS	1000109
EAST	DUMP	2012	TRAILER	1E1J9U280CRA47569	F090941	MI	80000	CODY M ALLRED	1000110
EAST	DUMP	2007	TRAILER	1E1F9U2817RF39989	XPF2473	PA	80000	D R OBNEY LLC.	1000112
MAC	DUMP	2024	TRAILER	5MADN4025RS074505	CF39485	NY	80000	TRYKA TRUCKING	1000117
MAC	DUMP	2020	TRAILER	5MADN392XLC056371	004720T	TN	80000	SCOTT ALLEN TILLEY	1000119
MAC	DUMP	2017	TRAILER	5MADN3922HC040592	XLS1823	PA	80000	JSJ & SON TRUCKING CORP	1000130
EAST	DUMP	2021	TRAILER	1E1F9U288CRE46039	XPF2474	PA	80000	CARL ACCORDINO	1000133
MAC	DUMP	2008	TRAILER	5MADN39258C014102	XNK2834	PA	80000	ARTHUR POLLOCK	1000134
MAC	DUMP	2016	TRAILER	5MADN3924GC035411	F376694	MI	80000	EDWARD CALDWELL	1000135
TRAILKING	DUMP	2007	TRAILER	1TKFA39257B084448	5062249	ME	80000	SCOTT GREEN JR.	1000136
MAC	DUMP	2021	TRAILER	5MADN3926MS057427	XLH6576	PA	80000	LIONEL R TIDWELL	1000142
TRAILKING	DUMP	2008	TRAILER	1TKFA39268B108709	PT437D4	PA	80000	MRT INC	1000145
MAC	DUMP	2017	TRAILER	5MADN3926HC038117	XNK2838	PA	80000	MICHAEL KURPYL III	1000146
EAST	DUMP	2006	TRAILER	1E9DM39246T316343	F190424	MI	80000	DOUGLAS MILLER	1000151
MAC	DUMP	2018	TRAILER	5MADN3928JC043471	XLP9913	PA	80000	POFF TRUCKING	1000155
MAC	DUMP	2020	TRAILER	5MADN3925LS056980	F376596	MI	80000	D&W TRUCKING AND REPAIR CO.	1000158
EAST	DUMP	2015	TRAILER	1E1J9U289FR053226	F292702	MI	80000	N & T TRUCKING	1000162
EAST	DUMP	2012	TRAILER	1E1F9U289CRH46723	XLM1956	PA	80000	STEVEN D SHINN	1000165
BENSON	DUMP	1989	TRAILER	1NUDT28T8KMAN0569	PT359D1	PA	80000	STEVEN SCHULTZ JR.	1000169
TRAILSTAR	DUMP	2024	TRAILER	5MAFC3922RR076859	XPT1987	PA	80000	SHANNON ADAMS	1000171
MAC	DUMP	2024	TRAILER	5MADN3921RR078149	XPP7723	PA	80000	SCOTT GREEN	1000176
MAC	DUMP	2009	TRAILER	5MADN40299C015306	PT049R6	PA	80000	BRIAN BOWSER	1000179
MAC	DUMP	2021	TRAILER	5MADN3928MS057428	XKZ5155	PA	80000	JOSHUA BRUNCO	1000181
MAC	DUMP	2014	TRAILER	5MADN4024EC027910	872411	WI	80000	S.M. EDWARDS TRUCKING	1000195
TRAILSTAR	DUMP	2018	TRAILER	4T9FC39B3J1110911	876777	WI	80000	JRHO TRUCKING LLC.	1000198
MAC	DUMP	2023	TRAILER	5MADN3923PH064417	5318441	ME	80000	NAVANTIC LLC	1000305
TRAVIS	DUMP	2022	TRAILER	48X1F3921N1015357	TPK7600	OH	80000	JOHN DAVENPORT	1000322
EAST	DUMP	2016	TRAILER	1E1F9U286GR055538	542671ST	IL	80000	ROGERS TRUCKING INC	1000331
EAST	DUMP	2008	TRAILER	1E1F9U2898RF42009	589595ST	IL	80000	AT TRUCKING	1000333
EAST	DUMP	2019	TRAILER	1E1F9U284KR061945	11 F9L521	KY	80000	RJ HAULERS INC.	1000501
MAC	DUMP	2020	TRAILER	5MADN3928LC054845	039415T	TN	80000	GEORGE S VANN	1000514
TRAILKING	DUMP	2006	TRAILER	1TKFA39256B031456	983773ST	IL	80000	REMUNERATIVE TRUCKING LLC.	1000524
MAC	DUMP	2022	TRAILER	5MADN3926NC062140	XNE9463	PA	80000	SJE TRUCKING LLC	1000550
EAST	DUMP	2016	TRAILER	1E1F9U288GR057078	PB65139	IN	80000	DAVID E CASE	1000567

MAKE	MODEL	YEAR	TYPE	VIN	PLATE	STATE	GVWR	OWNER	UNIT
VANTAGE	DUMP	2014	TRAILER	4E7AA3927EASA4192	WBT310	GA	80000	JOSHUA NORTH DBA NORTH TRANSPO	1000604
MAC	DUMP	2015	TRAILER	5MADN4022FC032055	XMH3421	PA	80000	WILLIAM PRICHARD	1001202
EAST	DUMP	2020	TRAILER	1E1F9U28XLR070537	PT379G2	PA	80000	BRYAN REDINGER	1001213
MAC	DUMP	2014	TRAILER	5MADN4026ECO29514	TRM7419	OH	80000	RUNSKI TRUCKING LLC.	1001217
MAC	DUMP	2011	TRAILER	5MADN3922BC020379	XMH3565	PA	80000	CLIFFORD A SPHON	1001222
TRANSCRAFT	DUMP	2010	TRAILER	1TTU392L6A3358941	TTM6031	OH	80000	L&M TRANSPORTATION	1001224
MAC	DUMP	2015	TRAILER	5MADN3921FC033629	XPT9235	PA	80000	S&J TRANSPORT, LLC.	1001235
EAST	DUMP	2011	TRAILER	1E1F9U284BRC45950	PT371N7	PA	80000	THOMAS HADDON	1001239
EAST	DUMP	2022	TRAILER	1E1F9U282NR077159	3326996	ME	80000	PHILLIP WARREN KENNY	1001249
MAC	DUMP	2021	TRAILER	5MADN402XMW058611	TRP8187	OH	80000	RAY WITHEY TRUCKING LLC	1001254
MAC	DUMP	2024	TRAILER	5MADN4020RR073480	PT510T6	PA	80000	ALLEN CRISPEN TRUCKING	1001257
MAC	DUMP	2022	TRAILER	5MADN402XNC062824	PT413MO	PA	80000	JOHN SUTTON	1001263
MAC	DUMP	2019	TRAILER	5MADN4022KC049903	TQU9924	OH	80000	GREGORY GIBBS	1001278
MAC	DUMP	2015	TRAILER	5MADN3920FC033640	XPT9234	PA	80000	TIMOTHY M DAMSCHRODER SR	1001282
MAC	DUMP	2019	TRAILER	5MADN4021KW049681	TTX5448	OH	80000	JWR TRANSPORTATION LLC.	1001284
MAC	DUMP	2025	TRAILER	5MADN3926SR067427	PT714V1	PA	80000	B & A TRANSPORT	1001287
MAC	DUMP	2025	TRAILER	5MADN4026SW073703	TTR8439	OH	80000	THOMAS REDER JR	1001289
MAC	DUMP	2019	TRAILER	5MADN4020KC045624	XLS1868	PA	80000	MRT INC	1001451
MAC	DUMP	2022	TRAILER	5MADN3928NC062138	XLM7104	PA	80000	MRT INC	1001452
MAC	DUMP	2017	TRAILER	5MADN4021HC039856	50C050W	AL	80000	WILLIAM BURMAN	1001515
EAST	DUMP	2021	TRAILER	1E1F9U38XMR072837	SP809HLW	IN	80000	BRYAN BAKER	1001518
MAC	DUMP	2011	TRAILER	5MADN4020BC019461	699024T	OH	80000	J.T. NEAL TRUCKING LLC.	1001522
MAC	DUMP	2022	TRAILER	5MADN4026NW065069	215516T	TN	80000	D & N TRUCKING	1001544
EAST	DUMP	2006	TRAILER	1E1F9U2836RK38037	PT739M5	PA	80000	POFF TRUCKING	1001552
TRAILSTAR	DUMP	2023	TRAILER	5MAFC4023PRO82587	64A45CC	AL	80000	DUSTIN NORRIS	1001554
MAC	DUMP	2025	TRAILER	5MADN3928SS080687	S982661	OH	80000	JANRON CARRIERS LLC.	1001560
MAC	DUMP	2019	TRAILER	5MADN4026KS045424	XLX6782	PA	80000	RANDALL AKIN	1001971
EAST	DUMP	2003	TRAILER	1E1F9U28X3RL32833	769842ST	IL	80000	AT TRUCKING	1003011
EAST	DUMP	2015	TRAILER	1E1F9U284FR053429	765927ST	IL	80000	AT TRUCKING	1003012
MAC	DUMP	2011	TRAILER	5MADN4025BC020167	5493681	ME	80000	NAVANTIC LLC	1003051
EAST	DUMP	2018	TRAILER	1E1F9U289JR063270	PT879S1	PA	80000	NAVANTIC LLC	1003052
MAC	DUMP	2008	TRAILER	5MADN40238C015803	PT029T9	PA	80000	NAVANTIC LLC	1003054
MAC	DUMP	2007	TRAILER	5MADN39287C014044	SP684HBK	IN	80000	K & H TRUCKING	1010122
EAST	DUMP	2009	TRAILER	1E1F9U2859RF43143	PT948R6	PA	80000	ZALLO TRUCKING INC.	1012341
MAC	DUMP	2019	TRAILER	5MADN3923MC058710	A141757	AL	80000	L & L LOGISTICS	1015081
TRAILSTAR	DUMP	2021	TRAILER	4T9FC39B4M1110677	A141756	AL	80000	L & L LOGISTICS	1015082
MAC	DUMP	2015	TRAILER	5MADN4024FC033773	U288742	OH	80000	JANRON CARRIERS LLC.	1015601
EAST	DUMP	2009	TRAILER	1E1F9U2809RJ43861	XMA7166	PA	80000	US BULK TRANSPORT, INC	1090907
EAST	DUMP	2009	TRAILER	1E1F9U2879RJ43761	XMH3468	PA	80000	MICHAEL KURPYL	1090915

MAKE	MODEL	YEAR	TYPE	VIN	PLATE	STATE	GVWR	OWNER	UNIT
MAC	DUMP	2011	TRAILER	5MADN3920BC020381	XKM8084	PA	80000	FRANK WALKER	1090935
EAST	DUMP	2005	TRAILER	1E1F9U2885RL35757	XRK8461	PA	80000	JAMES SARGENT	2000129
MAC	DUMP	2019	TRAILER	5MADN4023KC050137	XPV9136	PA	80000	LENNIE D. CLAYPOOLE JR.	2000132
MAC	DUMP	2009	TRAILER	5MADN40299C016648	XPP7755	PA	80000	SMS TRANSPORT LLC	2000138
TRAILKING	DUMP	1998	TRAILER	1TKFA392XWB101503	XFB0886	PA	80000	QUINTIN LAWLEY	2000144
MAC	DUMP	2018	TRAILER	5MADN3921JS043351	XMH3488	PA	80000	MICHAEL FEHR	2000164
MAC	DUMP	2011	TRAILER	5MADN3922BC019166	XMY7431	PA	80000	CLK TRANSPORTATION LLC	2000190
EAST	DUMP	2021	TRAILER	1E1F9U381MR072080	SP766HFG	IN	80000	D&K HERALDS TRUCKING LLC.	2000531
TRAVIS	DUMP	2015	TRAILER	48X1F402XF1009741	528106ST	IL	80000	KACEY JOHNSON	2001010
MAC	DUMP	2003	TRAILER	5MADN39273C005880	473570ST	IL	80000	CLINT HODGE	2001084
MAC	DUMP	2025	TRAILER	5MADN392XSR076695	TUC5566	OH	80000	JOHN BILLER	2001209
EAST	DUMP	2026	TRAILER	1E1F9U282TR092337	R189504	OH	80000	MAYSEP LLC	2001276
MAC	DUMP	2017	TRAILER	5MADN3927HC038532	XNR6331	PA	80000	PROFESSIONAL TOUCH LLC	2001549
RAVENS	DUMP	2000	TRAILER	1R1D34029YJ500597	5052444	ME	80000	PENNY HOWE	3000174
TRAILSTAR	DUMP	2019	TRAILER	4T9FC39B6K1110354	839216ST	IL	80000	KELLY JOHNSON	3001010
TRAILSTAR	DUMP	2024	TRAILER	5MAFC3920RR076858	XPT1986	PA	80000	CLK TRANSPORTATION LLC	4000190
EAST	DUMP	2011	TRAILER	1E1J9U285BRC45949	40216608	ME	80000	MLT HAULING LLC.	1000609
TRAILSTAR	DUMP	2009	TRAILER	1T9FC39B691066934	TTB7542	OH	80000	JEFFREY ROE	1000727
EAST	DUMP	2009	TRAILER	1E1F9U2889RJ43767	PT725B4	PA	80000	ZALLO TRUCKING INC.	1012342
BENSON	DUMP	2004	TRAILER	5DMDFAMB24M000189	5289152	ME	80000	PENNY HOWE	1000174
EAST	DUMP	2016	TRAILER	1E1F9U286GR058164	TTC3955	OH	80000	STEPHEN STRASZHEIM	1000538
MAC	DUMP	2023	TRAILER	5MADN4028PW068560	TTD1752	OH	80000	OUTBACK TRUCKING LLC	1001255
TIBROOK	DUMP	1985	TRAILER	1T9BAAN33FB021608	PT6864R	PA	80000	BRUSSELL TRUCKING INC.	2001250

REQUESTED FROM QG BY KIM

ATTACHMENT IX



REQUESTED FROM QG BY KIM

ATTACHMENT IX



REQUESTED FROM QG BY KIM

ATTACHMENT IX



U.S. Bulk Transport, Inc.
205 Pennbriar Drive
Erie, PA 16509

Environmental Enforcement Actions

ATTACHMENT X

Date	Location	Permit/ License/ EPA ID#	Issuing Agency	Type of Action	Nature of Violation	Disposition	$ amt of Penalty	Resolution
4/21/2025	New York	PA242	NYDEC	Notice of Violation	Unauthorized Transportation of Regulated Waste - Destination location not listed on NYDEC permit	Notice of Violation	$3,000.00	Review with dispatchers & drivers

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Tuesday, March 3, 2026 3:06 PM
To: WHStransporters
Cc: Kim Bayhurst
Subject: RE: #1 - Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 110-PA AH03187 ; MI F090941.pdf; 112-1-PA AH23969 ; PA XPF2473.pdf; 117-NY 41778PC ; NY CF39485.pdf; 119-PA AH28526 ; TN 004720T.pdf; 130-PA AH70598 ; PA XLS1823.pdf; 132-PA AH19213 ; PA XPV9136.pdf; 134-PA AF63603 ; PA XNK2834.pdf; 135-MI RC46267 ; MI F376694.pdf; 136-PA AG89056 ; ME 5062249.pdf; 105-1 NC NV4300 ; ME3318926.pdf; 106-MI E693175 ; MI E693175.pdf; 109-PA AG77461 ; PA XLP9902.pdf

I am still working on getting them scanned over – however here are about half of them for now. They will be sent in several attachments due to the volume.

Thanks

Kimberly Bayhurst
Safety & Compliance | Haz Permitting
Carrier Onboarding & Carrier Compliance
(814) 636-6712 or (814) 824-9949 x 103
(814) 636-6684 or (814) 824-4610
kbayhurst@usbulktransport.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Tuesday, March 3, 2026 10:45 AM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Okay sounds good,

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Tuesday, March 3, 2026 9:49 AM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Are you still working on those lease agreements?

DaQuan L. Davis
Environmental Scientist
Division of Waste and Hazardous Substances
302-739-9403
WHStransporters@delaware.gov
89 Kings Hwy SW, Dover, DE 19901
dnrec.delaware.gov

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Thursday, February 19, 2026 9:12 AM
To: WHStransporters <WHStransporters@delaware.gov>
Cc: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Thank you – I will get the Lease Agreements over.

Kimberly Bayhurst
Safety & Compliance | Haz Permitting

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Wednesday, February 18, 2026 4:42 PM
To: WHStransporters <WHStransporters@delaware.gov>
Cc: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

I am sorry but we never provided lease agreements before (and I don't see where it states that) – we only provide the vehicle information which was provided with attachment VIII.

Kimberly Bayhurst
Safety & Compliance | Haz Permitting
Carrier Onboarding & Carrier Compliance
(814) 636-6712 or (814) 824-9949 x 103
(814) 636-6684 or (814) 824-4610
kbayhurst@usbulktransport.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Wednesday, February 18, 2026 4:31 PM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Hello,

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Tuesday, March 3, 2026 3:07 PM
To: WHStransporters
Cc: Kim Bayhurst
Subject: RE: #2 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 137-OH PXD3481.pdf; 138-PA AH33018 ; PA XPP7755.pdf; 142-PA AH41270 ; PA XLH6576.pdf; 144-PA AG83781 ; PA XFB0886.pdf; 145-1 PA AG28814.pdf; 145-2 PA AH03772 ; PA PT437D4.pdf; 145-PA AG95654 ; PA XLM7104;.pdf; 146-1-PA AH05965 ; PA XNK2838.pdf; 151-MI RC49256;151A-MI F190424.pdf; 155-3-PA AG59308 ; AG 10727 ; PA XLP9913 ; PA PT739M5.pdf; 158-MI RC59052 ; MI F376596.pdf; 162-MI RC54723 ; F292702.pdf

Kimberly Bayhurst
Safety & Compliance | Haz Permitting
Carrier Onboarding & Carrier Compliance
(814) 636-6712 or (814) 824-9949 x 103
(814) 636-6684 or (814) 824-4610
kbayhurst@usbulktransport.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Tuesday, March 3, 2026 10:45 AM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Okay sounds good,

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Tuesday, March 3, 2026 3:08 PM
To: WHStransporters
Cc: Kim Bayhurst
Subject: RE: #3 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 166-PA AH34484.pdf; 169;PA AH73465 ; PA PT359D1.pdf; 171-PA AH78612 ; PA XPT1987.pdf; 176-PA AH27052 ; PA XPP7723.pdf; 179-PA AH41942 ; PA PT049R6.pdf; 180-PA AH60452 ; PA XPJ3830.pdf; 181-PA AH17407 ; PA XKZ5155.pdf; 190-2-PA AG98237 ; PA AH13745 ; PA XPT1986 ; PA XMY7431.pdf; 195-PA AH07035 ; WI 872411.pdf; 198-PA AG84277 ; WI 876777.pdf; 164-PA AH44740 ; PA XMH3488.pdf; 165-PA AH59292 ; PA XLM1956.pdf

Kimberly Bayhurst
Safety & Compliance | Haz Permitting
Carrier Onboarding & Carrier Compliance
(814) 636-6712 or (814) 824-9949 x 103
(814) 636-6684 or (814) 824-4610
kbayhurst@usbulktransport.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Tuesday, March 3, 2026 10:45 AM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Okay sounds good,

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Tuesday, March 3, 2026 3:09 PM
To: WHStransporters
Cc: Kim Bayhurst
Subject: RE: #4 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 322-OH PWH3605 ; OH TPK7600.pdf; 331-IL P798864 ; IL 542671ST.pdf; 501-KY A76700 ; KY 11F9L521.pdf; 503-PA AH44741.pdf; 514-TN L1341HY ; TN 039415T.pdf; 524-PA AH36891 ; IL 983773ST.pdf; 531-IN 3815516 ; IN SP766HFG.pdf; 550-PA AH27051 ; PA XNE9463.pdf; 567-IN 3353396 ; IN PB65139.pdf; 604-GA C836DQ ; GA WBT310.pdf; 301-IL P1079976; IL 769842ST; IL P1023124; IL 765927ST;.pdf; 304-IL P1084884 ; IL 528106ST.pdf

Kimberly Bayhurst
Safety & Compliance | Haz Permitting
Carrier Onboarding & Carrier Compliance
(814) 636-6712 or (814) 824-9949 x 103
(814) 636-6684 or (814) 824-4610
kbayhurst@usbulktransport.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Tuesday, March 3, 2026 10:45 AM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Okay sounds good,

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Tuesday, March 3, 2026 3:09 PM
To: WHStransporters
Subject: RE: #5 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 801-WI 70968Z ; WI 783271.pdf; 803-PA AH18220 ; WI 795311.pdf; 1084-IL P939748 ; IL 473570ST.pdf; 1209-OH PVW2150 ; OH TUC5566.pdf; 1331-NY 83914PC ; PA XPF2474.pdf; 609-SC A013975 ; ME 40126608.pdf

Kimberly Bayhurst
Safety & Compliance | Haz Permitting
Carrier Onboarding & Carrier Compliance
(814) 636-6712 or (814) 824-9949 x 103
(814) 636-6684 or (814) 824-4610
kbayhurst@usbulktransport.com

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Tuesday, March 3, 2026 10:45 AM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Okay sounds good,

DaQuan L. Davis
Environmental Scientist
Division of Waste and Hazardous Substances
302-739-9403
WHStransporters@delaware.gov
89 Kings Hwy SW, Dover, DE 19901
dnrec.delaware.gov

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Wednesday, March 4, 2026 2:37 PM
To: WHStransporters
Subject: RE: #5 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Follow Up Flag: Follow up
Flag Status: Flagged

I am finishing up and will have the rest over shortly.

Thanks,
Kim

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Wednesday, March 4, 2026 2:25 PM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: #5 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Thank you,

DaQuan L. Davis
Environmental Scientist
Division of Waste and Hazardous Substances
302-739-9403
WHStransporters@delaware.gov
89 Kings Hwy SW, Dover, DE 19901
dnrec.delaware.gov

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Wednesday, March 4, 2026 3:05 PM
To: WHStransporters
Cc: Kim Bayhurst
Subject: RE: #6 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 1222-PA AH54735 ; PA AH48588 ; PA XMH3565.pdf; 1224-PA AH47673 ; OH TTM6031.pdf; 1234-PA AH38717;PA AH38718;PA PT948R6;PA PT725B4.pdf; 1235-PA AH41372 ; PA XPT9235.pdf; 1239-PA AH75300 ; PA PT371N7.pdf; 1249-PA AH07201 ; ME 3326996.pdf; 1254-1-OH PXC6148 ; OH TRP8187.pdf; 1255-OH PWE5519 ; OH TTD1752.pdf; 129-1-PA AG67358 ; PA XRK8461.pdf; 305 FLEET.pdf; 1202-1-PA AH45591 ; PA XMH3421.pdf; 1217-OH PVS1036 ; OH TRM7419.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Wednesday, March 4, 2026 2:25 PM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: #5 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Thank you,

DaQuan L. Davis
Environmental Scientist
Division of Waste and Hazardous Substances
302-739-9403
WHStransporters@delaware.gov
89 Kings Hwy SW, Dover, DE 19901
dnrec.delaware.gov

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Wednesday, March 4, 2026 3:05 PM
To: WHStransporters
Cc: Kim Bayhurst
Subject: RE: #7 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 1276-PA AF14560 ; OH R189504.pdf; 1278-OH PVS2161 ; OH TQU9924.pdf; 1284-OH PWV8665 ; OH TTX5448.pdf; 1287-PA AF14325 ; PA PT714V1.pdf; 1289-OH PVV2073 ; OH TTR8439.pdf; 1504-PA AH02436.pdf; 1515-al 1229899;al 50c050w.pdf; 1518-PA AH03773 ; IN SP809HLW.pdf; 1522-TN V4621HY ; OH 699024T.pdf; 1526-PENDING.pdf; 1257-PA AH47900 ; PA PT510T6.pdf; 1263-PA AH41241 ; PA PT413MO.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Wednesday, March 4, 2026 2:25 PM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: #5 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Thank you,

DaQuan L. Davis
Environmental Scientist
Division of Waste and Hazardous Substances
302-739-9403
WHStransporters@delaware.gov
89 Kings Hwy SW, Dover, DE 19901
dnrec.delaware.gov

Davis, DaQuan (DNREC)

From: Kim Bayhurst <kbayhurst@usbulktransport.com>
Sent: Wednesday, March 4, 2026 3:06 PM
To: WHStransporters
Cc: Kim Bayhurst
Subject: RE: #8- FINAL Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)
Attachments: 1549-PA AH62581 ; PA XNR6331.pdf; 1554-AL 64A45CC ; AL 1193310.pdf; 1742-PA AH45267;PA AH37898;ME 5052444;ME 5289152.pdf; 15084-AL1230097; AL1230095; AL A141757 ; A141756.pdf; 1526-PENDING.pdf; 1544- TNS4023HY ; TN 215516T.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Final email for lease agreements.

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Wednesday, March 4, 2026 2:25 PM
To: Kim Bayhurst <kbayhurst@usbulktransport.com>
Subject: RE: #5 Lease Agreements- DE SW Transporter Permit Application (U.S. Bulk Transport, Inc.)

Thank you,

DaQuan L. Davis
Environmental Scientist
Division of Waste and Hazardous Substances
302-739-9403
WHStransporters@delaware.gov
89 Kings Hwy SW, Dover, DE 19901
dnrec.delaware.gov

Received: 6/19/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 29 day of December year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Carly M. Allred the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1663 ILLINOIS ST. HOWELL, MI 48843

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	1999	1XKDDB9X1XJ790760	Tractor
East	2012	1E1J9U28CCRA47569	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

REVISION OF ORIGINAL LEASE DATED 6-11-18

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 11 day of NOV year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and SCOTT TILLEY

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 103 LAKEVIEW CIRCLE ROGERSVILLE TN 37857

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KEN	2022	1XKZD49X0NJ494904	TRACTOR
MAC	2020	5MADM392XLC056371	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

WHITE - OWNER OF VEHICLE COPY • YELLOW - TRUCK COPY • PINK- US BULK COPY

Rev 05/22

Received: 4/24/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 17 day of January year 2014 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Aurthur L. Pollock

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1568 Principio Furnace Road Perryville, MD 21903

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
INTL	2001	3HSCN95R41N084856	Tractor
MAC	2008	5MADN39258C014102	Trailer 5/8/2017

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

Received: 6/7/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 27 day of July year 21 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and K & T Ard, Inc.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 3028 Jimmy Court, Fayetteville, NC 28306

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, the parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailor)	
Mac	2021	5MADN4023MW060684	Trailer	7-27-21
Peter	2016	1XPXD49X0GD306501	Truck	4-7-21
Pete	2020	1XPED49X5TD788447	Truck	

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it *is* operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 6/7/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 27 day of July year 21 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and K & T Asd, Inc.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 3028 Jimmy Court, Fayetteville, NC 28306

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)	
Mac	2021	5MADN4023MW060684	Trailer	7-27-21
Peter	2016	1XPXD49X0GD306501	Truck	4-7-21
Pete	2020	1XPED49X5TD788447	Truck	

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Original Lease
Revised 3-7-22
(Name Change)
Revised Lease 2-27-23
REVISED LEASE 3-1-23

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 7 day of March year 23 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and [illegible] the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is [illegible]

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	1994	1XPBDL8X9TN302[illegible]	TRACTOR removed 4-27-23
MAC	2017	5MHDN3122HH[illegible]	TRAILER
Pete	2000	1XKWDB9XXYR8[illegible]	TRACTOR 4-27-23
PETERBILT	2000	1XP5DB9X2YD523626	TRACTOR 3-1-23

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 25 day of November year 2024 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Edward Caldwell

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1571 Second Ave Howell, MI 48843

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2006	1XP5D49X86N644227	Tractor
Summit	1986	1S8AD3924G0005884	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 2/7/2024

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 18 day of April year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Clinton D. Davis

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 6772 Oak Grove Road Howell, MI 48855

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
MAC	2003	5MADN402 1PW066534	Trailer
KW	2010	1XKAD48X0AJ264455	Tractor Done
PeterBILT	1997	1XP5D69X8VN434060	TRACTOR

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

Received: 2/9/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 13 day of December year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Tryka Trucking / Jason Tryka the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is PO Box 956 Tonawanda, NY 14151

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2003	1XKWDB9X83J386793	Tractor
MAC	2024	5MADN4025RS074505	Trailer 4-15-23

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 23 day of October year 2023 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Lennie Claypoole Jr.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1526 Branchton Rd Hillards, PA 16040

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
PETERBILT	1988	1XP5DB9X0JN258107	Tractor
TIBROOK	1989	1T9EAAU29KB021001	Trailer
MAC	2019	5MADN1402 3KL050137	TRAILER 2-7-24

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 2/14/2022

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 25 day of March year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Scott Green Jr

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 4930 Young Rd. Kennedy, NY 14747

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	2000	1FUPCDZB94LF03968	Tractor
Trail King	2007	1TKFA39257B084448	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

received - 4/14/2021

NEW

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 12 day of April year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Thomas Weiss the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 131 Waterview Rd St Mathews, SC 29135

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, the parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certificated motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2010	1XPHD49X6AD107377	Tractor
~~MAC~~	~~2007~~	~~5MAAN3927C014038~~	~~Trailer~~
MAC	2023	5MAAN3927PS069560	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

Received: 6/19/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 29 day of December year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Cody M. Allred

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1063 ILLINOIS ST. HOWELL, MI 48843

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	1999	1XKPDB9X1XJ790760	Tractor
East	2012	1E1J9U2S0CRA47569	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

REVISION OF ORIGINAL LEASE DATED 6-11-18

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 11 day of NOV year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and SCOTT TILLEY the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 103 LAKEVIEW CIRCLE ROGERSVILLE TN 37857

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KEN	2022	1XKZD49X0NJ494904	TRACTOR
MAC	2020	5MADN1342XLC051637	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee, in the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 4/24/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 17 day of January year 2014 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Aurthur L. Pollock

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1568 Principio Furnace Road Perryville, MD 2703

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
INTL	2001	3HSCN95B41N084856	Tractor
MAC	2008	5MADN39258C014102	Trailer 5/8/2017

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 26TH day of January year 2026 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Michael Kurpyl

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1508 Jones Road Jefferson, OH 44047

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2008	1XPXD49X08D758529	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) **Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.**

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. MK

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

WHITE - OWNER OF VEHICLE COPY • YELLOW - TRUCK COPY • PINK- US BULK COPY

Received: 2/14/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 31 day of December year 2012 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Lionel R. Tidwell

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 6333 S. Hazert Chicago, IL 60629

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2004	1XP5DB9X64D814740	Tractor
MAC	2021	5MADN3926M5057427	Trailer 2/8/21

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

CONTINUATION OF ORIGINAL LEASE DATED 12-4-01

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 4 day of FEB year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and MARK REYNOLDS

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is PO BOX 6 ELKTON MD 21922

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

	MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
145	INTERNATIONAL	2007	5KJJAAV67PX477847	TRACTOR
	TRL KING	2008	1TKFA39268B108709	TRAILER
145-1	PETE	2020	1NPXGGGG8DD672220	TRACTOR
	MAC	2019	5MADN4020KC045624	TRAILER
	MAC	2022	5MADN3928NC062138	TRAILER 2-9-22
	PETE	2003	1XP5DB9X33N596474	

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 64 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 2/12/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 2 day of December year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and SMS Transport LLC. (Steven Schultz)

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 30 Shaffer School Rd Ohiopyle, PA 15470

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	1994	1XKWDB9X3R51634600	Tractor
East	2023	1E1F9U28XPR081527	Trailer
Pete	2001	1XP5DB9X81N548661	Tractor
East	2023	1E1F9U288PR081626	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 9 day of January year 2014 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Quintin Lawley DBA SQUEW TRK the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 6543 Madison St. New Tripoli, PA 18066

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

	MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
	Pete	2003	1XP5DB9X43D529369	Tractor
	East	1997	1E1F9U28XVBJ21795	Trailer
3/11/17	Ravens	1996	1RIID34023TJ096351	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

CONTINUATION OF ORIGINAL LEASE DATED 12-4-01

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 4 day of FEB year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and MARK REYNOLDS the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is PO BOX 6 ELKTON MD 21922

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

	MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
145	WSTAR	2007	5KJJABAV87PX47847	TRACTOR
	TRL KING	2008	1TKFA39268B108709	TRAILER
145-1	PETE	2020	1NPXGGGG8DN672270	TRACTOR
	MAC	2019	5MADN4020KC045624	TRAILER
	MAC	2022	5MADN3928NC062138	TRAILER 2-9-22
	PETE	2003	1XP5DB9X33N596474	

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, affect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required)

(Over)

CONTINUATION OF ORIGINAL LEASE DATED 12-4-01

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 4 day of FEB year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and MARK REYNOLDS the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is PO Box 6 ELKTON MD 21922

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

	MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
145	W STAR	2007	5KJJABAV87PX97867	TRACTOR
	TRL KING	2008	1TKFA39268B108709	TRAILER
145-1	PETE	2020	1NPXGGGG8DD672220	TRACTOR
	MAC	2019	5MADN4020KC045624	TRAILER
	MAC	2022	5MADN3928NC062138	TRAILER 2-9-22
	PETE	2003	1XPBDB9X33N596474	

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b):

12a Lessor pays for insurance ☐ _____(Independent Contractor Initials Required).

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combines single limits (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received : 2/5/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 19 day of March year 2018 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Michael Kurpyl III the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 15608 Jones RD Jefferson, OH 44047

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
PETE	2007	1XPHDB9X87N680664	Tractor
MAC	2017	5MADN392SHC038117	Trailer
PETE	2019	1XPCP49X7KD234324	Tractor Addon 5/20/22

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 24 day of February year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Douglas Miller the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 9770 Antcliff Road Howell, MI 48855

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2011	1XPXD49X2BD110116	Tractor
East	2006	1E9DM39246T316343	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

REVISION OF ORIGINAL LEASE DATED 2-19-2002

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 27 day of AUG. year 2020 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and MICHAEL POFF - POFF TRUCKING the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 10672 PERRY DR. ESPYVILLE PA 16424

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)	
W. STAR	2004	5KJJAECK54PM50688	TRACTOR	
RAVENS	1997	1RJD14025XJ099313	TRAILER	
KEN	2016	1XKYD49X4GJ129902	TRACTOR	
EAST	2006	1E1F94283GRK38037	Trailer	2/2/21
PETE	2015	1XPXDP9X0FD258398	TRACTOR	5-6-21

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay/accept for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payments shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible for payment, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. 27 AUGUST 2020

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties agree that as between themselves, the insurance coverages of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claims, including, but not limited to, those for property damage, public liability, etc., theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or contemplated by this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____% _____ (Lessor Initials required).

(Over)

WHITE - OWNER OF VEHICLE COPY • YELLOW - TRUCK COPY • PINK - US BULK COPY

Rev 03/18

WG

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 1 day of December year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and D+W Trucking and Repair Co.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 7831 Hemingway Rd. Howell, MI 48855

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2012	1XKWD49X6CJ299154	Tractor
MAC	2020	5MADN3925L5OE1980	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 21 day of July year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and N+T Trucking (Terry Steele) the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 3325 Chase Lake Rd. Howell, MI 48855

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2000	1XKTDB9XZYJ814183	Tractor
East	2016	1E1J9U289FR053226	Trailer.

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured hereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

WHITE - OWNER OF VEHICLE COPY • YELLOW - TRUCK COPY • PINK- US BULK COPY

Rev 05/22

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 19 day of February year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Vincent Smith

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1725 W. 91st Place Chicago, IL 60620

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Peter	2021	1XPBDP9X5MD736816	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments, Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 24th day of January year 2024 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Steven Schultz Jr.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 178 Hopwood Coolspring Rd Hopwood, PA 15445

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	1996	1XKWDB9X3TS163460D	Tractor
Benson	1989	1NUDT28T8KMAN0569	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof, in order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by ____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 18 day of March year 2019 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Shannon Adams

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 409 N Martin St. Titusville, PA 16354

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
~~Fruehauf~~	~~2007~~	~~1HAFA39237B107709~~	~~Trailer~~
KW	1998	1XKWDR9X1WJ760609	Tractor
Trailstar	2024	5MAFC.3922.RR076859	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

Received: 7/12/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 14 day of June year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Scott Green

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 4930 Young Rd Kennedy, NY 14747

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

	MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
	Ken	2000	1XKWDB9X8YR849556	Tractor
7/21/23	MAC	2024	5MADN3921RR078149	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

Received: 1/31/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 25 day of April year 2017 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Brian Bowser

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 272 Claypole Rd Kittanning, PA 16201

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
PETE	1997	1XP5DB9X0VN442419	Tractor
MAC	2009	5MADN40299C015306	Trailer 1-19-18

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 3 day of July year 2024 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Navalle Transport, Inc.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 10330 Van Vleet Road Goines, MI 48466

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2010	3WKAD49X9AF260793	Tractor
2/18/26 MAC KC	2017	5MAADN3928HC038460	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof, in order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. HSOS VJW D

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Cobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor Initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 30 day of July year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Joshua Brunco the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 337 Colony Lawn Dr Fairport, NY 14450

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Mac	2021	5MADN3928MS057428	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 70 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment, and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

12b Lessee pays for insurance ☐ JB dependent Contractor's initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the owner under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment and to same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

Lessee shall be responsible for up to $5000.00 (1500.00 minimum) of damages per accident under Public Liability and Property Damage and the first $2500.00 of Damages per accident under Cargo Damage coverage. Said amount will be deducted from Lessor's weekly revenue statement.

Lessee shall pay the costs of public liability and property damage on the equipment while it is being operated in the service of Lessee.

(13) Lessee shall prior to taking possession of the equipment, inspect said equipment, and inspection report made in connection with said inspection shall be certified in accordance with the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction. Lessor warrants that the equipment is complete with all required accessories, appurtenances and appliances, and that the same is in good safe and efficient operating condition and shall be so maintained, at Lessor's expense, throughout the duration of this lease. Lessor shall and will submit said equipment for Lessee's inspection at the time Lessee takes possession and, periodically thereafter, as required by Lessee. At no time shall the periods between inspections by Lessee exceed thirty (30) days. Lessor shall furnish Lessee all necessary information and documents of title and registration so as to enable Lessee to correctly identify the equipment on a monthly basis, whether done by Lessor or by a third party. Lessee reserves the right to inspect equipment at any time, and if Lessee exercises the right and the equipment shall be utilized in Lessee's service, as Lessee sees it. Lessor shall not hinder or defer Lessee's utilization in any manner whatsoever. Nothing in this Paragraph or Agreement shall obligate Lessee to utilize said equipment with any specific frequency for any specific number of miles, trips or pounds of freight.

(14) Upon termination of this Agreement, Lessee shall not be obligated to pay any accrued rentals, security deposits or trip settlements due to Lessor for the use of said equipment until after Lessor's receipt for the equipment is received by Lessee, as well as all identification materials, including Lessee's design, emblem, permit numbers, licenses, delivery documents, trip reports, logs and other property furnished by Lessee for on or in connection with the equipment for operations conducted or to be conducted pursuant to this Lease. It is further agreed that upon termination of this Lease, Lessee may, at its exclusive option, defer final settlement and payment of any sum or sums due Lessor, including trip settlements until receipt of necessary delivery documents, which must be paid within fifteen (15) days, including, but not limited to, the escrow as described in Paragraph (25) of this Lease, for a period not to exceed forty-five (45) days from the effective termination date or receipt of the aforementioned identification materials, etc. whichever is the latter, and no right to demand and receive any such sum due to be hereunder or to sue or maintain any action or suit at law therefore shall accrue to Lessor until the expiration of such forty-five (45) day period.

(15) Lessor shall identify the leased equipment with Lessee's design, emblem, lettering and United States Department of Transportation and state certificate or permit numbers, if any. Lessee agrees to furnish the Lessor the appropriate identification for said equipment and Lessor agrees to permit Lessee to identify the equipment and display such identification thereon in the manner required by all applicable laws and regulations and Lessor further agrees to permit and assist Lessee in removing such identification upon the termination of this agreement, whereupon such identification shall be returned to Lessee. Lessor agrees to indemnify and hold Lessee harmless for any expense or loss, howsoever arising, including, but not limited to, attorney's fees in connection therewith, which Lessee may incur as a result of Lessor's failure to do so.

(16) Lessor shall, and will promptly advise Lessee in writing of any and all injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences involving any equipment which is the subject of this lease. Lessor shall also advise Lessee of any delay in the delivery of any cargo. All such written reports shall be on Lessee report forms. Lessor shall make a full and complete written report to Lessee and to any insurance company and/or companies or other agencies as may be required by Lessee of any and all accidents within twenty-four (24) hours of their occurrence. Lessor shall make an immediate oral report to Lessee and/or its insurers of any such occurrence. In the event of a failure by Lessor to make an immediate oral report and a written report within twenty-four (24) hours to Lessee, then any such injury, accident, cargo loss or damage or similar occurrence shall as between Lessee and Lessor only, conclusively be considered as having occurred due to Lessor's negligence.

(17) Lessee may sublease the equipment which is the subject of this lease whenever permitted by applicable laws and regulations and Lessee shall be considered to be the owner of said equipment for the purpose of any such subleasing. Neither party may assign this Lease. Lessor may not act as Lessee's agent for the trip or sublease of the subject equipment, except upon such express terms and conditions as Lessee may establish.

(18) Lessor warrants that Lessor will furnish to operate all equipment leased pursuant to this Agreement only drivers and personnel who are qualified and competent. Lessor agrees that all drivers and personnel furnished will be required to meet all of the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction as to safety, hours of service, inspection and maintenance, the taking of physical examinations and furnishing a certificate therefor. All drivers and personnel will be required to comply as to the qualifications, training program and safety rules of the United States Department of Transportation and any other body having jurisdiction. It is further agreed that all drivers and personnel furnished by Lessor shall comply with all rules and regulations prescribed by Lessee as pertain to this Agreement, as well as the rules and regulations of any regulatory body having jurisdiction over the operations to be conducted pursuant to this Agreement. Lessor will insure that all records pertaining to the foregoing will be furnished to Lessee in order that Lessee can keep and maintain such records in accordance with the rules and regulations of all regulatory bodies having jurisdiction over these operations. It is agreed that Lessor is to be solely responsible for the payment and withholding of health, welfare and pension contributions (if any) as well as any and all taxes levied and assessed under any Federal, state or local law providing the withholding of taxes on income and for unemployment, social security, or any such other taxes, with respect to Lessor and all personnel furnished by Lessor in connection with operations conducted pursuant to this Agreement. It is agreed that the services of Contractor (Lessor) under the terms of this lease agreement is that of an independent contractor and that no "employee-employer" relationship exists between Contractor and Carrier (Lessee). Contractor is therefore responsible for providing Occupational Accident insurance coverage in the amount of $1,000,000 combined single limits which shall protect Contractor from all claims for injury, sickness, disease or death of Contractor's employees or statutory employees, to the extent required by and in compliance with applicable law. Contractor must furnish to Carrier and its agents, officers, directors, representatives and employees proof of insurance for the recovery of damages to the extent those damages are covered by the insurance policies required above. The insurance coverage required by this Agreement shall be secured by the Contractor before Contractor performs any services under this Agreement. Contractor is responsible for employment and income taxes, etc. Further, any drivers or employees of Contractor are the complete responsibility of the Contractor.

JB initials required

Contractor further agrees to: File all Federal, state and local income, withholding, employment and Federal Highway Use Tax forms and returns which it may be required by law to file on account of itself and all of its employees at the time and place required by applicable Federal, state and local laws and pay all taxes and contributions reported in such forms and return when due; Comply with all Workers Compensation insurance laws and regulations applicable to covering himself and every person employed or otherwise engaged by Contractor.

JB initials required

It is further understood that, except as hereinafter set forth, in the event Lessee is called upon to pay any of the foregoing expenses, fees or taxes, the amount thereof paid by Lessee shall be deducted from rentals due Lessor under this lease or from Lessor's security deposit. Lessee shall not be responsible for any fine, expense or costs incurred by Lessor or any drivers or personnel furnished by Lessor by reason of its or their violation of, or failure to adhere to any Federal or state law, municipal ordinance or regulation, or rule of any Federal, state or local regulatory agency having jurisdiction. Provided however, that Lessee agrees to pay all fines and penalties for inadequacies in permits or certificates of authority where it is mandatory that such permits or certificates be issued in Lessee's name, further except when the violation results from the acts or omissions of the Lessor. Lessee shall pay all fines and penalties for overweight or over-dimension trailers when the trailer and lading are outside Lessor's control and improperly permitted overweight or over-dimension loads.

(19) The Lessor is responsible for fuel taxes, permits, tolls, ferries, detention and accessorial services, base plate and license and any unused portion of such items.

(20) It is agreed that Lessee shall have no responsibility for the compensation of, or for providing insurance or other fringe benefits for, drivers or other personnel furnished by Lessor in connection with the operations to be conducted pursuant to this Agreement. As between Lessee and Lessor, Lessor shall be solely responsible for the direction and supervision of all personnel furnished by Lessor in connection with this Agreement, including but not limited to, the selection, hiring, firing, supervising, directing, training, setting wages, hours, and working conditions, paying and adjusting grievances.

(21) At the time this Lease is executed, Lessor agrees to furnish Lessee its Federal employer's number and or social security number, the size of equipment and state use tax permit numbers, if applicable, and also proof of Federal Highway Use Tax being paid each year.

(22) Lessor hereby agrees that should it become involved in a labor dispute with its employees or with drivers or other personnel furnished to Lessee that it will immediately report such fact to Lessee. If such labor dispute interferes or tends to interfere with the operation of Lessor for Lessee pursuant to the lease shall be subject to immediate cancellation by Lessee without penalty.

(23) Lessor is not required to purchase or rent any products, equipment or services from Lessee as a condition of this Agreement

(24) Loading of freight into equipment which is the subject of this Agreement is the responsibility of the shipper (consignor) and shall be done at its expense. To the extent that unloading can be accomplished by "dumping", then unloading shall be the Lessor's responsibility and shall be done at Lessor's expense. If some other means of unloading is requested by consignee, then unloading shall be the consignee's responsibility and shall be done at consignee's expense.

(25) Lessor shall deposit with Lessee the sum of One Thousand Dollars ($1,000.00) as an escrow to insure faithful performance of Lessor's obligations under this Agreement. In the event that Lessor does not make such a deposit with Lessee upon execution of this Agreement, then Lessee shall have the right to withhold the sum of Fifty Dollars ($50.00) per week from Lessor's trip settlements until such a $1,000.00 fund has been accumulated. Lessee shall pay interest on said escrow, less the average trip advance made to each unit, on a quarterly basis, at the rate prescribed in 49 C.F.R. §1057.12(k)(5.

(26) This Agreement shall supersede, replace and take precedence over any prior agreement of similar character between the parties hereto. This Agreement shall constitute the complete agreement between the parties and no agent or employee of either party shall have authority to alter or vary the terms hereof or to make any representations of commitments not included herein. This Agreement shall be interpreted and governed pursuant to the laws of the State of Pennsylvania.

This Agreement shall be executed in at least three copies, each of which shall be considered an original to the end that one executed copy known as Lessee's copy shall be retained by Lessee, one executed copy known as Lessor's copy shall be retained by Lessor and one executed copy known as Equipment copy shall be carried in the equipment during the term of this Lease and returned to Lessee at the conclusion of this Lease. Additional copies may be signed where necessary and when signed such additional copies shall also be considered as originals and may be filed with the appropriate regulatory bodies.

Dated this 2 day of August year 2024 at Erie, Pennsylvania

Joshua Bruno U.S. Bulk Transport, Inc. (Lessee)

(Lessor)

Agent for Lessor x Joshua Bruno Agent A. Moore

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this _____ day of _____ year _____ by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and _____ the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is _____

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
INTL	1999	2HSFHAMR8XC037941	TRACTOR
TRAILKING	1998	1TKFA392XWB101503	TRAILER
TRAILSTAR	2024	5MAFC3920RR076858	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to _____ % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

12b Lessee pays for insurance ☒ _____ dependent Contractor's initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the owner under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

Lessor shall be responsible for the first $1000.00 of damages per accident under Public Liability and Property Damage and for the first $2500.00 of Damages per accident under Cargo Damage coverage. Said amount will be deducted from Lessor's weekly revenue statement.

Lessee shall pay the costs of public liability and property damage on the equipment while it is being operated in the service of Lessee.

(13) Lessee shall prior to taking possession of the equipment, inspect said equipment, and inspection report made in connection with said inspection shall be certified in accordance with the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction. Lessor warrants that the equipment is complete with all required accessories, appurtenances and appliances, and that the same is in good safe and efficient operating condition and shall be so maintained, at Lessor's expense, throughout the duration of this lease. Lessor shall and will submit said equipment for Lessee's inspection at the time Lessee takes possession and, periodically thereafter, as required by Lessee. At no time shall the periods between inspections by Lessee exceed thirty (30) days. Lessor shall furnish Lessee all necessary information and documents of title and registration so as to enable Lessee to correctly identify the equipment on a monthly basis, whether done by Lessor or by a third party. Lessee reserves the right to inspect equipment at any time, and if Lessee exercises the right and the equipment shall be utilized in Lessee's service, as Lessee sees it. Lessor shall not hinder or defer Lessee's utilization in any manner whatsoever. Nothing in this Paragraph or Agreement shall obligate Lessee to utilize said equipment with any specific frequency for any specific number of miles, trips or pounds of freight.

(14) Upon termination of this Agreement, Lessee shall not be obligated to pay any accrued rentals, security deposits or trip settlements due to Lessor for the use of said equipment until after Lessor's receipt for the equipment is received by Lessee, as well as all identification materials, including Lessee's design, emblem, permit numbers, licenses, delivery documents, trip reports, logs and other property furnished by Lessee for on or in connection with the equipment for operations conducted or to be conducted pursuant to this Lease. It is further agreed that upon termination of this Lease, Lessee may, at its exclusive option, defer final settlement and payment of any sum or sums due Lessor, including trip settlements until receipt of necessary delivery documents, which must be paid within fifteen (15) days, including, but not limited to, the security deposit as described in Paragraph (25) of this Lease, for a period not to exceed forty-five (45) days from the effective termination date or receipt of the aforementioned identification materials, etc. whichever is the latter, and no right to demand and receive any such sum due to be hereunder or to sue or maintain any action or suit at law therefore shall accrue to Lessor until the expiration of such forty-five (45) day period.

(15) Lessor shall identify the leased equipment with Lessee's design, emblem, lettering and United States Department of Transportation and state certificate or permit numbers, if any. Lessee agrees to furnish the Lessor the appropriate identification for said equipment and Lessor agrees to permit Lessee to identify the equipment and display such identification thereon in the manner required by all applicable laws and regulations and Lessor further agrees to permit and assist Lessee in removing such identification upon the termination of this agreement, whereupon such identification shall be returned to Lessee. Lessor agrees to indemnify and hold Lessee harmless for any expense or loss, howsoever arising, including, but not limited to, attorney's fees in connection therewith, which Lessee may incur as a result of Lessor's failure to do so.

(16) Lessor shall, and will promptly advise Lessee in writing of any and all injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences involving any equipment which is the subject of this lease. Lessor shall also advise Lessee of any delay in the delivery of any cargo. All such written reports shall be on Lessee report forms. Lessor shall make a full and complete written report to Lessee and to any insurance company and/or companies or other agencies as may be required by Lessee of any and all accidents within twenty-four (24) hours of their occurrence. Lessor shall make an immediate oral report to Lessee and/or its insurers of any such occurrence. In the event of a failure by Lessor to make an immediate oral report and a written report within twenty-four (24) hours to Lessee, then any such injury, accident, cargo loss or damage or similar occurrence shall as between Lessee and Lessor only, conclusively be considered as having occurred due to Lessor's negligence.

(17) Lessee may sublease the equipment which is the subject of this lease whenever permitted by applicable laws and regulations and Lessee shall be considered to be the owner of said equipment for the purpose of any such subleasing. Neither party may assign this Lease. Lessor may not act as Lessee's agent for the trip or sublease of the subject equipment, except upon such express terms and conditions as Lessee may establish.

(18) Lessor warrants that Lessor will furnish to operate all equipment leased pursuant to this Agreement only drivers and personnel who are qualified and competent. Lessor agrees that all drivers and personnel furnished will be required to meet all of the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction as to safety, hours of service, inspection and maintenance, the taking of physical examinations and furnishing a certificate therefor. All drivers and personnel will be required to comply as to the qualifications, training program and safety rules of the United States Department of Transportation and any other body having jurisdiction. It is further agreed that all drivers and personnel furnished by Lessor shall comply with all rules and regulations prescribed by Lessee as pertain to this Agreement, as well as the rules and regulations of any regulatory body having jurisdiction over the operations to be conducted pursuant to this Agreement. Lessor will insure that all records pertaining to the foregoing will be furnished to Lessee in order that Lessee can keep and maintain such records in accordance with the rules and regulations of all regulatory bodies having jurisdiction over these operations. It is agreed that Lessor is to be solely responsible for the payment and withholding of health, welfare and pension contributions (if any) as well as any and all taxes levied and assessed under any Federal, state or local law providing the withholding of taxes on income and for unemployment, social security, or any such other taxes, with respect to Lessor and all personnel furnished by Lessor in connection with operations conducted pursuant to this Agreement. It is agreed that the services of Contractor (Lessor) under the terms of this lease agreement is that of an independent contractor and that no "employee-employer" relationship exists between Contractor and Carrier (Lessee). Contractor is therefore responsible for providing Occupational Accident insurance coverage in the amount of $1,000,000 combined single limits which shall protect Contractor from all claims for injury, sickness, disease or death of Contractor's employees or statutory employees, to the extent required by and in compliance with applicable law. Contractor must furnish to Carrier and its agents, officers, directors, representatives and employees proof of insurance for the recovery of damages to the extent those damages are covered by the insurance policies required above. The insurance coverage required by this Agreement shall be secured by the Contractor before Contractor performs any services under this Agreement. Contractor is responsible for employment and income taxes, etc. Further, any drivers or employees of Contractor are the complete responsibility of the Contractor.

_____ initials required

Contractor further agrees to: File all Federal, state and local income, withholding, employment and Federal Highway Use Tax forms and returns which it may be required by law to file on account of itself and all of its employees at the time and place required by applicable Federal, state and local laws and pay all taxes and contributions reported in such forms and return when due; Comply with all Workers Compensation Insurance laws and regulations applicable to covering himself and every person employed or otherwise engaged by Contractor.

_____ initials required

It is further understood that, except as hereinafter set forth, in the event Lessee is called upon to pay any of the foregoing expenses, fees or taxes, the amount thereof paid by Lessee shall be deducted from rentals due Lessor under this lease or from Lessor's security deposit. Lessee shall not be responsible for any fine, expense or costs incurred by Lessor or any drivers or personnel furnished by Lessor by reason of its or their violation of, or failure to adhere to any Federal or state law, municipal ordinance or regulation, or rule of any Federal, state or local regulatory agency having jurisdiction. Provided however, that Lessee agrees to pay all fines and penalties for inadequacies in permits or certificates of authority where it is mandatory that such permits or certificates be issued in Lessee's name, further except when the violation results from the acts or omissions of the Lessor. Lessee shall pay all fines and penalties for overweight or over-dimension trailers when the trailer and lading are outside Lessor's control and improperly permitted overweight or over-dimension loads.

(19) The Lessor is responsible for fuel taxes, permits, tolls, ferries, detention and accessorial services, base plate and license and any unused portion of such items.

(20) It is agreed that Lessee shall have no responsibility for the compensation of, or for providing insurance or other fringe benefits for, drivers or other personnel furnished by Lessor in connection with the operations to be conducted pursuant to this Agreement. As between Lessee and Lessor, Lessor shall be solely responsible for the direction and supervision of all personnel furnished by Lessor in connection with this Agreement, including but not limited to, the selection, hiring, firing, supervising, directing, training, setting wages, hours, and working conditions, paying and adjusting grievances.

(21) At the time this Lease is executed, Lessor agrees to furnish Lessee its Federal employer's number and or social security number, tire size of equipment and state use tax permit numbers, if applicable, and also proof of Federal Highway Use Tax being paid each year.

(22) Lessor hereby agrees that should it become involved in a labor dispute with its employees or with drivers or other personnel furnished to Lessee that it will immediately report such fact to Lessee if such labor dispute interferes or tends to interfere with the operation of Lessor for Lessee pursuant to the lease shall be subject to immediate cancellation by Lessee without penalty.

(23) Lessor is not required to purchase or rent any products, equipment or services from Lessee as a condition of this Agreement.

(24) Loading of freight into equipment which is the subject of this Agreement is the responsibility of the shipper (consignor) and shall be done at its expense. To the extent that unloading can be accomplished by "dumping", then unloading shall be the Lessor's responsibility and shall be done at Lessor's expense. If some other means of unloading is requested by consignee, then unloading shall be the consignee's responsibility and shall be done at consignee's expense.

(25) Lessor shall deposit with Lessee the sum of One Thousand Dollars ($1,000.00) as a security deposit to insure faithful performance of Lessor's obligations under this Agreement. In the event that Lessor does not make such a deposit with Lessee upon execution of this Agreement, then Lessee shall have the right to withhold the sum of Fifty Dollars ($50.00) per week from Lessor's trip settlements until such a $1,000.00 fund has been accumulated. Lessee shall pay interest on said security deposit, less the average trip advance made to each unit, on a quarterly basis, at the rate prescribed in 49 C.F.R. §1057.12(k)(5.

(26) This Agreement shall supersede, replace and take precedence over any prior agreement of similar character between the parties hereto. This Agreement shall constitute the complete agreement between the parties and no agent or employee of either party shall have authority to alter or vary the terms hereof or to make any representations of commitments not included herein. This Agreement shall be interpreted and governed pursuant to the laws of the State of Pennsylvania.

This Agreement shall be executed in at least three copies, each of which shall be considered an original to the end that one executed copy known as Lessee's copy shall be retained by Lessee, one executed copy known as Lessor's copy shall be retained by Lessor and one executed copy known as Equipment copy shall be carried in the equipment during the term of this Lease and returned to Lessee at the conclusion of this Lease. Additional copies may be signed where necessary and when signed such additional copies shall also be considered as originals and may be filed with the appropriate regulatory bodies.

Dated this 21 day of MAY year 2021 at Erie, Pennsylvania

CHRISTOPHER KENT, U.S. Bulk Transport, Inc. (Lessee)

(Lessor)

Agent for Lessor Christopher L. Kent Agent Karen Peters

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 4TH day of August year 2026 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and S.M. Edwards Trucking (Shawn Edwards)

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 4522 N. 24TH Place Milwaukee, WI 53209

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2007	1XKWD Box 37J211483	Tractor
Mac	2014	5MADN4024EC027910	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in '5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____, Independent Contractor Initials Required. 2025 +2YDUA HTH

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public safety, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor Initials required).

(Over)

RL

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 9TH day of June year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and JBHO Trucking LLC. (Jeray Rhodes) the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 5253 N. 108TH CT Milwaukee, WI 53225

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Kw	2019	1XKBD49X7KJ264282	Tractor
Trail Star	2018	4TRC39B3J1110711	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment, and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee, in the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

WHITE - OWNER OF VEHICLE COPY • YELLOW - TRUCK COPY • PINK- US BULK COPY

Rev 05/22

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 13 day of June year 2017 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Michael Fehr

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 26136 Reeds Corners Rd. Springboro, PA 16435

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
INTL	2005	2HSCBSCR85C153715	Tractor
MAC	2018	5MADN3921J5043351	Trailer 4/24/23

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this _____ day of _____ year _____ by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and _____ the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is _____

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
ECST	2012	1E1F9U289CRH46123	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of raied freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to _____ % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ ____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

[Over]

NEW

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 28 day of June year 2018 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and John Davenport the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 238 Lochmoor Temperance, MI 48182

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
W. Star	1996	2WKPDCCH8TK942162	Tractor
Travis	2022	48XIF3921N1015357	Trailer 6-16-21

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 2/5/2024

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 2 day of April year 2013 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Ronald Rogers the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 2240 Clinton Dr. Granite City, IL 62040

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2003	1XP5DB9xx3D588068	Tractor
East	2016	1E1F9U2866GR055538	Trailer
~~FStar~~	~~1997~~	~~1FYFE39B2VHA66083~~	~~Trailer~~

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 9 day of _____ year _____ by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and _____ the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is _____

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

	MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
1-21-23	EAST	2019	1E1F9U284KR061945	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to _____ % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnal furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or calastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

12b Lessee pays for insurance ☐ RJ dependent Contractor's initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

Lesser shall be responsible for the first $1000.00 of damages per accident under Public Liability and Property Damage and for the first $2500.00 of Damages per accident under Cargo Damage coverage. Said amount will be deducted from Lessor's weekly revenue statement.

Lessee shall pay the costs of public liability and property damage on the equipment while it is being operated in the service of Lessee.

(13) Lessee shall prior to taking possession of the equipment, inspect said equipment, and inspection report made in connection with said inspection shall be certified in accordance with the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction. Lessor warrants that the equipment is complete with all required accessories, appurtenances and appliances, and that the same is in good safe and efficient operating condition and shall be so maintained, at Lessor's expense, throughout the duration of this lease. Lessor shall and will submit said equipment for Lessee's inspection at the time Lessee takes possession and, periodically thereafter, as required by Lessee. At no time shall the periods between inspections by Lessee exceed thirty (30) days. Lessor shall furnish Lessee all necessary information and documents of title and registration so as to enable Lessee to correctly identify the equipment on a monthly basis, whether done by Lessor or by a third party. Lessee reserves the right to inspect equipment at any time, and if Lessee exercises the right and the equipment shall be utilized in Lessee's service, as Lessee sees it. Lessor shall not hinder or deter Lessee's utilization in any manner whatsoever. Nothing in this Paragraph or Agreement shall obligate Lessee to utilize said equipment with any specific frequency for any specific number of miles, trips or pounds of freight.

(14) Upon termination of this Agreement, Lessee shall not be obligated to pay any accrued rentals, security deposits or trip settlements due to Lessor for the use of said equipment until after Lessor's receipt for the equipment is received by Lessee, as well as all identification materials, including Lessee's design, emblem, permit numbers, licenses, delivery documents, trip reports, logs and other property furnished by Lessee for on or in connection with the equipment for operations conducted or to be conducted pursuant to this Lease. It is further agreed that upon termination of this Lease, Lessee may, at its exclusive option, defer final settlement and payment of any sum or sums due Lessor, including trip settlements until receipt of necessary delivery documents, which must be paid within fifteen (15) days, including, but not limited to, the escrow as described in Paragraph (25) of this Lease, for a period not to exceed forty-five (45) days from the effective termination date or receipt of the aforementioned identification materials, etc. whichever is the latter, and no right to demand and receive any such sum due to be hereunder or to sue or maintain any action or suit at law therefore shall accrue to Lessor until the expiration of such forty-five (45) day period.

(15) Lessor shall identify the leased equipment with Lessee's design, emblem, lettering and United States Department of Transportation and state certificate or permit numbers, if any. Lessee agrees to furnish the Lessor the appropriate identification for said equipment and Lessor agrees to permit Lessee to identify the equipment and display such identification thereon in the manner required by all applicable laws and regulations and Lessor further agrees to permit and assist Lessee in removing such identification upon the termination of this agreement, whereupon such identification shall be returned to Lessee. Lessor agrees to indemnify and hold Lessee harmless for any expense or loss, howsoever arising, including, but not limited to, attorney's fees in connection therewith, which Lessee may incur as a result of Lessor's failure to do so.

(16) Lessor shall, and will promptly advise Lessee in writing of any and all injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences involving any equipment which is the subject of this lease. Lessor shall also advise Lessee of any delay in the delivery of any cargo. All such written reports shall be on Lessee report forms. Lessor shall make a full and complete written report to Lessee and to any insurance company and/or companies or other agencies as may be required by Lessee of any and all accidents within twenty-four (24) hours of their occurrence. Lessor shall make an immediate oral report to Lessee and/or its insurers of any such occurrence. In the event of a failure by Lessor to make an immediate oral report and a written report within twenty-four (24) hours to Lessee, then any such injury, accident, cargo loss or damage or similar occurrence shall as between Lessee and Lessor only, conclusively be considered as having occurred due to Lessor's negligence.

(17) Lessee may sublease the equipment which is the subject of this lease whenever permitted by applicable laws and regulations and Lessee shall be considered to be the owner of said equipment for the purpose of any such subleasing. Neither party may assign this Lease. Lessor may not act as Lessee's agent for the trip or sublease of the subject equipment, except upon such express terms and conditions as Lessee may establish.

(18) Lessor warrants that Lessor will furnish to operate all equipment leased pursuant to this Agreement only drivers and personnel who are qualified and competent. Lessor agrees that all drivers and personnel furnished will be required to meet all of the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction as to safety, hours of service, inspection and maintenance, the taking of physical examinations and furnishing a certificate therefor. All drivers and personnel will be required to comply as to the qualifications, training program and safety rules of the United States Department of Transportation and any other body having jurisdiction. It is further agreed that all drivers and personnel furnished by Lessor shall comply with all rules and regulations prescribed by Lessee as pertain to this Agreement, as well as the rules and regulations of any regulatory body having jurisdiction over the operations to be conducted pursuant to this Agreement. Lessor will insure that all records pertaining to the foregoing will be furnished to Lessee in order that Lessee can keep and maintain such records in accordance with the rules and regulations of all regulatory bodies having jurisdiction over these operations. It is agreed that Lessor is to be solely responsible for the payment and withholding of health, welfare and pension contributions (if any) as well as any and all taxes levied and assessed under any Federal, state or local law providing the withholding of taxes on income and for unemployment, social security, or any such other taxes, with respect to Lessor and all personnel furnished by Lessor in connection with operations conducted pursuant to this Agreement. It is agreed that the services of Contractor (Lessor) under the terms of this lease agreement is that of an independent contractor and that no "employee-employer" relationship exists between Contractor and Carrier (Lessee). Contractor is therefore responsible for providing Occupational Accident insurance coverage in the amount of $1,000,000 combined single limits which shall protect Contractor from all claims for injury, sickness, disease or death of Contractor's employees or statutory employees, to the extent required by and in compliance with applicable law. Contractor must furnish to Carrier and its agents, officers, directors, representatives and employees proof of insurance for the recovery of damages to the extent those damages are covered by the insurance policies required above. The insurance coverage required by this Agreement shall be secured by the Contractor before Contractor performs any services under this Agreement. Contractor is responsible for employment and income taxes, etc. Further, any drivers or employees of Contractor are the complete responsibility of the Contractor.

KS initials required

Contractor further agrees to: File all Federal, state and local income, withholding, employment and Federal Highway Use Tax forms and returns which it may be required by law to file on account of itself and all of its employees at the time and place required by applicable Federal, state and local laws and pay all taxes and contributions reported in such forms and return when due; Comply with all Workers Compensation insurance laws and regulations applicable to covering himself and every person employed or otherwise engaged by Contractor.

RS initials required

It is further understood that, except as hereinafter set forth, in the event Lessee is called upon to pay any of the foregoing expenses, fees or taxes, the amount thereof paid by Lessee shall be deducted from rentals due Lessor under this lease or from Lessor's security deposit. Lessee shall not be responsible for any fine, expense or costs incurred by Lessor or any drivers or personnel furnished by Lessor by reason of its or their violation of, or failure to adhere to any Federal or state law, municipal ordinance or regulation, or rule of any Federal, state or local regulatory agency having jurisdiction. Provided however, that Lessee agrees to pay all fines and penalties for inadequacies in permits or certificates of authority where it is mandatory that such permits or certificates be issued in Lessee's name, further except when the violation results from the acts or omissions of the Lessor. Lessee shall pay all fines and penalties for overweight or over-dimension trailers when the trailer and lading are outside Lessor's control and improperly permitted overweight or over-dimension loads.

(19) The Lessor is responsible for fuel taxes, permits, tolls, ferries, detention and accessorial services, base plate and license and any unused portion of such items.

(20) It is agreed that Lessee shall have no responsibility for the compensation of, or for providing insurance or other fringe benefits for, drivers or other personnel furnished by Lessor in connection with the operations to be conducted pursuant to this Agreement. As between Lessee and Lessor, Lessor shall be solely responsible for the direction and supervision of all personnel furnished by Lessor in connection with this Agreement, including but not limited to, the selection, hiring, firing, supervising, directing, training, setting wages, hours, and working conditions, paying and adjusting grievances.

(21) At the time this Lease is executed, Lessor agrees to furnish Lessee its Federal employer's number and or social security number, tire size of equipment and state use tax permit numbers, if applicable, and also proof of Federal Highway Use Tax being paid each year.

(22) Lessor hereby agrees that should it become involved in a labor dispute with its employees or with drivers or other personnel furnished to Lessee that it will immediately report such fact to Lessee. If such labor dispute interferes or tends to interfere with the operation of Lessor for Lessee pursuant to the lease shall be subject to immediate cancellation by Lessee without penalty.

(23) Lessor is not required to purchase or rent any products, equipment or services from Lessee as a condition of this Agreement.

(24) Loading of freight into equipment which is the subject of this Agreement is the responsibility of the shipper (consignor) and shall be done at its expense. To the extent that unloading can be accomplished by "dumping", then unloading shall be the Lessor's responsibility and shall be done at Lessor's expense. If some other means of unloading is requested by consignee, then unloading shall be the consignee's responsibility and shall be done at consignee's expense.

(25) Lessor shall deposit with Lessee the sum of One Thousand Dollars ($1,000.00) as an escrow to insure faithful performance of Lessor's obligations under this Agreement. In the event that Lessor does not make such a deposit with Lessee upon execution of this Agreement, then Lessee shall have the right to withhold the sum of Fifty Dollars ($50.00) per week from Lessor's trip settlements until such a $1,000.00 fund has been accumulated. Lessee shall pay interest on said escrow, less the average trip advance made to each unit, on a quarterly basis, at the rate prescribed in 49 C.F.R. §1057.12(k)(5).

(26) This Agreement shall supersede, replace and take precedence over any prior agreement of similar character between the parties hereto. This Agreement shall constitute the complete agreement between the parties and no agent or employee of either party shall have authority to alter or vary the terms hereof or to make any representations of commitments not included herein. This Agreement shall be interpreted and governed pursuant to the laws of the State of Pennsylvania.

This Agreement shall be executed in at least three copies, each of which shall be considered an original to the end that one executed copy known as Lessee's copy shall be retained by Lessee, one executed copy known as Lessor's copy shall be retained by Lessor and one executed copy known as Equipment copy shall be carried in the equipment during the term of this Lease and returned to Lessee at the conclusion of this Lease. Additional copies may be signed where necessary and when signed such additional copies shall also be considered as originals and may be filed with the appropriate regulatory bodies.

Dated this 7 day of September year 2022 at Erie, Pennsylvania

RJ Haulers Inc / Robert Jenning JJS Bulk Transport, Inc. (Lessee)

(Lessor)

Agent for Lessor Robert Jenning Agent Shane Pagnotti

SCANNED

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 23rd day of June year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and First Choice Transportation (Mark Fields) the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 19401 State Highway 249 Apt 125 Houston, TX 77070

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	2013	3AKJGLDV9DSFE3429	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement, Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. 2605 2015 JG

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 4TH day of JUNE year 2019 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and GEORGE STEVEN VANN the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 909 QUINCY RD JEFFERSON CITY TN 37760

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)	
~~Volvo~~	~~2014~~	~~4V4NC9EH4EN153849~~	~~TRACTOR~~	6-18-20
MAC	2020	5MADN3928LC054845	TRAILER	
~~MACK~~	~~2012~~	~~1M1AN07Y9CM009665~~	~~TRACTOR~~	~~11-7-19~~ Removed 8/17/25
KW	2021	1XKZD40X9MJ440589	Tractor	8-8-26

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

10

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 5th day of May year 2026 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Remunerative Trucking LLC. (Quintin Harris) the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is _____

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Freightliner	2004	1FUJAGBW64LN23082	Tractor
Trail King	2016	1TKFA39256B031465	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof, in order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this _____ day of _____ year _____ by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and _____ the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is _____

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
EAST	2021	1E1F9L1381MR072000	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessee shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to _____ % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor. to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

12b Lessee pays for insurance ☐ D. H dependent Contractor's initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

Lessee shall be responsible for up to $5000.00 (1500.00 minimum) of damages per accident under Public Liability and Property Damage and the first $2500.00 of Damages per accident under Cargo Damage coverage. Said amount will be deducted from Lessor's weekly revenue statement.

Lessee shall pay the costs of public liability and property damage on the equipment while it is being operated in the service of Lessee.

(13) Lessee shall prior to taking possession of the equipment, inspect said equipment, and inspection report made in connection with said inspection shall be certified in accordance with the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction. Lessor warrants that the equipment is complete with all required accessories, appurtenances and appliances, and that the same is in good safe and efficient operating condition and shall be so maintained, at Lessor's expense, throughout the duration of this lease. Lessor shall and will submit said equipment for Lessee's inspection at the time Lessee takes possession and, periodically thereafter, as required by Lessee. At no time shall the periods between inspections by Lessee exceed thirty (30) days. Lessor shall furnish Lessee all necessary information and documents of title and registration so as to enable Lessee to correctly identify the equipment on a monthly basis, whether done by Lessor or by a third party. Lessee reserves the right to inspect equipment at any time, and if Lessee exercises the right and the equipment shall be utilized in Lessee's service, as Lessee sees it, Lessor shall not hinder or deter Lessee's utilization in any manner whatsoever. Nothing in this Paragraph or Agreement shall obligate Lessee to utilize said equipment with any specific frequency for any specific number of miles, trips or pounds of freight.

(14) Upon termination of this Agreement, Lessee shall not be obligated to pay any accrued rentals, security deposits or trip settlements due to Lessor for the use of said equipment until after Lessor's receipt for the equipment is received by Lessee, as well as all identification materials, including Lessee's design, emblem, permit numbers, licenses, delivery documents, trip reports, logs and other property furnished by Lessee for on or in connection with the equipment for operations conducted or to be conducted pursuant to this Lease. It is further agreed that upon termination of this Lease, Lessee may, at its exclusive option, defer final settlement and payment of any sum or sums due Lessor, including trip settlements until receipt of necessary delivery documents, which must be paid within fifteen (15) days, including, but not limited to, the escrow as described in Paragraph (25) of this Lease, for a period not to exceed forty-five (45) days from the effective termination date or receipt of the aforementioned identification materials, etc. whichever is the latter, and no right to demand and receive any such sum due to be hereunder or to sue or maintain any action or suit at law therefore shall accrue to Lessor until the expiration of such forty-five (45) day period.

(15) Lessor shall identify the leased equipment with Lessee's design, emblem, lettering and United States Department of Transportation and state certificate or permit numbers, if any. Lessee agrees to furnish the Lessor the appropriate identification for said equipment and Lessor agrees to permit Lessee to identify the equipment and display such identification thereon in the manner required by all applicable laws and regulations and Lessor further agrees to permit and assist Lessee in removing such identification upon the termination of this agreement, whereupon such identification shall be returned to Lessee. Lessor agrees to indemnify and hold Lessee harmless for any expense or loss, howsoever arising, including, but not limited to, attorney's fees in connection therewith, which Lessee may incur as a result of Lessor's failure to do so.

(16) Lessor shall, and will promptly advise Lessee in writing of any and all injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences involving any equipment which is the subject of this lease. Lessor shall also advise Lessee of any delay in the delivery of any cargo. All such written reports shall be on Lessee report forms. Lessor shall make a full and complete written report to Lessee and to any insurance company and/or companies or other agencies as may be required by Lessee of any and all accidents within twenty-four (24) hours of their occurrence. Lessor shall make an immediate oral report to Lessee and/or its insurers of any such occurrence. In the event of a failure by Lessor to make an immediate oral report and a written report within twenty-four (24) hours to Lessee, then any such injury, accident, cargo loss or damage or similar occurrence shall as between Lessee and Lessor only, conclusively be considered as having occurred due to Lessor's negligence.

(17) Lessee may sublease the equipment which is the subject of this lease whenever permitted by applicable laws and regulations and Lessee shall be considered to be the owner of said equipment for the purpose of any such subleasing. Neither party may assign this Lease. Lessor may not act as Lessee's agent for the trip or sublease of the subject equipment, except upon such express terms and conditions as Lessee may establish.

(18) Lessor warrants that Lessor will furnish to operate all equipment leased pursuant to this Agreement only drivers and personnel who are qualified and competent. Lessor agrees that all drivers and personnel furnished will be required to meet all of the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction as to safety, hours of service, inspection and maintenance, the taking of physical examinations and furnishing a certificate therefor. All drivers and personnel will be required to comply as to the qualifications, training program and safety rules of the United States Department of Transportation and any other body having jurisdiction. It is further agreed that all drivers and personnel furnished by Lessor shall comply with all rules and regulations prescribed by Lessee as pertain to this Agreement, as well as the rules and regulations of any regulatory body having jurisdiction over the operations to be conducted pursuant to this Agreement. Lessor will insure that all records pertaining to the foregoing will be furnished to Lessee in order that Lessee can keep and maintain such records in accordance with the rules and regulations of all regulatory bodies having jurisdiction over these operations. It is agreed that Lessor is to be solely responsible for the payment and withholding of health, welfare and pension contributions (if any) as well as any and all taxes levied and assessed under any Federal, state or local law providing the withholding of taxes on income and for unemployment, social security, or any such other taxes, with respect to Lessor and all personnel furnished by Lessor in connection with operations conducted pursuant to this Agreement. It is agreed that the services of Contractor (Lessor) under the terms of this lease agreement is that of an independent contractor and that no "employee-employer" relationship exists between Contractor and Carrier (Lessee). Contractor is therefore responsible for providing Occupational Accident insurance coverage in the amount of $1,000,000 combined single limits which shall protect Contractor from all claims for injury, sickness, disease or death of Contractor's employees or statutory employees, to the extent required by and in compliance with applicable law. Contractor must furnish to Carrier and its agents, officers, directors, representatives and employees proof of insurance for the recovery of damages to the extent those damages are covered by the insurance policies required above. The insurance coverage required by this Agreement shall be secured by the Contractor before Contractor performs any services under this Agreement. Contractor is responsible for employment and income taxes, etc. Further, any drivers or employees of Contractor are the complete responsibility of the Contractor.

D H initials required

Contractor further agrees to: File all Federal, state and local income, withholding, employment and Federal Highway Use Tax forms and returns which it may be required by law to file on account of itself and all of its employees at the time and place required by applicable Federal, state and local laws and pay all taxes and contributions reported in such forms and return when due; Comply with all Workers Compensation Insurance laws and regulations applicable to covering himself and every person employed or otherwise engaged by Contractor.

D H initials required

It is further understood that, except as hereinafter set forth, in the event Lessee is called upon to pay any of the foregoing expenses, fees or taxes, the amount thereof paid by Lessee shall be deducted from rentals due Lessor under this lease or from Lessor's security deposit. Lessee shall not be responsible for any fine, expense or costs incurred by Lessor or any drivers or personnel furnished by Lessor by reason of its or their violation of, or failure to adhere to any Federal or state law, municipal ordinance or regulation, or rule of any Federal, state or local regulatory agency having jurisdiction. Provided however, that Lessee agrees to pay all fines and penalties for inadequacies in permits or certificates of authority where it is mandatory that such permits or certificates be issued in Lessee's name, further except when the violation results from the acts or omissions of the Lessor. Lessee shall pay all fines and penalties for overweight or over-dimension trailers when the trailer and lading are outside Lessor's control and improperly permitted overweight or over-dimension loads.

(19) The Lessor is responsible for fuel taxes, permits, tolls, ferries, detention and accessorial services, base plate and license and any unused portion of such items.

(20) It is agreed that Lessee shall have no responsibility for the compensation of, or for providing insurance or other fringe benefits for, drivers or other personnel furnished by Lessor in connection with the operations to be conducted pursuant to this Agreement. As between Lessee and Lessor, Lessor shall be solely responsible for the direction and supervision of all personnel furnished by Lessor in connection with this Agreement, including but not limited to, the selection, hiring, firing, supervising, directing, training, setting wages, hours, and working conditions, paying and adjusting grievances.

(21) At the time this Lease is executed, Lessor agrees to furnish Lessee its Federal employer's number and or social security number, tire size of equipment and state use tax permit numbers, if applicable, and also proof of Federal Highway Use Tax being paid each year.

(22) Lessor hereby agrees that should it become involved in a labor dispute with its employees or with drivers or other personnel furnished to Lessee that it will immediately report such fact to Lessee. If such labor dispute interferes or tends to interfere with the operation of Lessor for Lessee pursuant to the lease shall be subject to immediate cancellation by Lessee without penalty.

(23) Lessor is not required to purchase or rent any products, equipment or services from Lessee as a condition of this Agreement

(24) Loading of freight into equipment which is the subject of this Agreement is the responsibility of the shipper (consignor) and shall be done at its expense. To the extent that unloading can be accomplished by "dumping", then unloading shall be the Lessor's responsibility and shall be done at Lessor's expense. If some other means of unloading is requested by consignee, then unloading shall be the consignee's responsibility and shall be done at consignee's expense.

(25) Lessor shall deposit with Lessee the sum of One Thousand Dollars ($1,000.00) as an escrow to insure faithful performance of Lessor's obligations under this Agreement. In the event that Lessor does not make such a deposit with Lessee upon execution of this Agreement, then Lessee shall have the right to withhold the sum of Fifty Dollars ($50.00) per week from Lessor's trip settlements until such a $1,000.00 fund has been accumulated. Lessee shall pay interest on said escrow, less the average trip advance made to each unit, on a quarterly basis, at the rate prescribed in 49 C.F.R. %1057.12(k)(5.

(26) This Agreement shall supersede, replace and take precedence over any prior agreement of similar character between the parties hereto. This Agreement shall constitute the complete agreement between the parties and no agent or employee of either party shall have authority to alter or vary the terms hereof or to make any representations or commitments not included herein. This Agreement shall be interpreted and governed pursuant to the laws of the State of Pennsylvania.

This Agreement shall be executed in at least three copies, each of which shall be considered an original to the end that one executed copy known as Lessee's copy shall be retained by Lessee, one executed copy known as Lessor's copy shall be retained by Lessor and one executed copy known as Equipment copy shall be carried in the equipment during the term of this Lease and returned to Lessee at the conclusion of this Lease. Additional copies may be signed where necessary and when signed such additional copies shall also be considered as originals and may be filed with the appropriate regulatory bodies.

Dated this 5TH day of May year 2025 at Erie, Pennsylvania

D&S HERALDS TRUCKING LLC (Lessor) U.S. Bulk Transport, Inc. (Lessee)

Agent for Lessor Darryl R. Herald Agent A.S. Moore

Received: 2/16/2024

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 29 day of May year 2018 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Scott Bradley the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 6651 Spring Water Rd Kokomo, IN 46902

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)	
Pete	2005	1XP5DB9X15N842070	Tractor	10-4-19
Mac	2022	5MADN3926NC062140	Trailer	5-21-21

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 4/22/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 7 day of June year 2016 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and David Eugene Case

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 402 E Harrison St. St. Paul, IN 47272

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
East	2016	1 E1F9U2881GR057078	Trailer
INTL	2019	3HSDZAPR1KN416450	Tractor 2-18-19

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

U.S. BULK TRANSPORT IC, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 975290

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 15th day of March year 2024 by and between U.S. Bulk Transport IC, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Josh North DBA North Transport the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 135 Pine Knot Loop Buena Vista, GA 31803

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	1998	1FUPCSEB6WP899801	Tractor
Vantage	2014	4L7HA3427EA5AH192	Trailer
~~PETE~~	~~1995~~	~~1XPCDR8XXSN375891~~	~~TRACTOR~~ 10-16-24 Remove 3/11/2

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required)

(Over)

REVISED 10/22/2025

AT Trucking
Randal Adam Tally
PO Box 304
85 E. 1300 Ave.
Mulberry Grove, IL 62262

U.S. BULK TRANSPORT, INC
205 Pennbriar Drive
Erie, PA 16509
(814) 824-9949

DOT# 461965

LEASE ADDENDUM

TRACTORS:

301	2005	FREIGHTLINER	1FVXAJBD85DN82354	In the shop.
301-1	2000	FREIGHTLINER	1FUPCSEB8YLA86272	Adam Tally
333	1999	FREIGHTLINER	1FUPCSZB6XPA14939	Paul Davis

TRAILERS/DUMPS:

301A	2012	VANTAGE	4E7AA3924CASA3644	Adam Tally
301-1A	2003	EAST	1E1F9U28X3RL32833	Adam Tally
301-2A	2015	EAST	1E1F9U284FR053429	Adam Tally
333A	2008	EAST	1E1F9U2898RF42009	Paul Davis

CANCELLED EQUIPMENT:

Received: 2/5/2024

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 29 day of Sept year 2020 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Kacey Johnson the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 110 Johnson LN Nokomis, IL 62075

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2000	1XP5DB9X4YN508400	Tractor
Travis	1995	1T91F3225S1247441	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. *However, Lessee shall have the right to* block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 1/30/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 24 day of November year 2020 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Lawrence Schrock the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is N27113 US HGY 53 Blair, WI 54616

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
PETE	2019	1XPXDP9XXKD273775	Tractor
MAC	2018	5MADN402JJK040484	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 2/5/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 28 day of July year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Critter's Express LLC / William Johnson the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 7415 Stage Rd Lancaster, WI 53813

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2015	1XPXDP9X7FD254817	Tractor
Trailstar	2021	4TFC39B2M1110502	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Unit 1084
DOT# 461965
MC# 245896

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 7 day of July, year 2008 by and between U.S. Bulk Transport, Inc., whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Clint Hoge

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 206 E 10th St Georgetown IL 61846

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, the parties hereto agree, as follows:

(1) Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	TYPE OF VEHICLE (Tractor or Trailer)	FACTORY OR SERIAL NUMBER
~~Pete~~	~~2007~~	~~tractor~~	~~1XP5DB7X07D543464~~ 2-20-18
~~Utility~~	~~UTL~~	~~trailer~~	~~1UYVS2538271U~~
11/25/13 MAC	2005	trailer	5MRAN39273C005880
PETE	2017	TRACTOR	1NPXGGGG50D454171

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this Agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this Agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree that Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 70 % of the gross revenues derived from the use of the equipment leased. Lessor shall be solely responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefor, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, fuel receipts, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require, after having first given Lessor written notification.

Lessor's right to receive payment, as set forth hereinabove, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier under its various certificates or permits which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all rules and regulations of the Interstate Commerce Commission, the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the Interstate Commerce Commission and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the Interstate Commerce Commission and any other regulatory body having jurisdiction over its operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in Paragraph (5) hereinabove, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith, cancel this lease agreement, anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim for any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to this Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe to Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court in term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a **Lessor** pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the Interstate Commerce Commission and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the Interstate Commerce Commission and any other regulatory body having jurisdiction over its operations, evidence of insurance in amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and, in addition, will carry its own cargo insurance in the amount of $10,000, and insurance coverage for collision, fire, theft and other occurrences or catastrophe, and Lessee shall be named as an individual insured thereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance (as defined in 12b.) and reduce Lessor's percentage, as stated in Paragraph (3) of this agreement, by _____ % _____ (Lessor initials required).

(OVER)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 19 day of September, year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and John Biller

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 4681 Colorado Ave. Sheffield Village, OH 44054

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2020	1XKWD49X0LR293721	Tractor
Hyde	2015	5MADN3928FC033627	Trailer
MAC	2025	5MADN392XSR076695	TRAILER 10-31-25

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof, in order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 31 day of May year 2023 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Carl Accordino the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 11505 North Rd, Perrysburg, NY 14129

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
~~W.Star~~	~~2022~~	~~2WKJAHGG42KJ81841~~	~~Tractor~~ Cancel 2-26-25
EAST	2012	1E1F9U288CRE46039	TRAILER 11-10-23
FRTL	2020	3ALXFB003LDLV4524	Tractor ~~Replaced~~ 2/26/2

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 975290

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 11 day of August year 2025 by and between U.S. Bulk Transport IC, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and MLT Hauling LLC. (Mitchell Thompson) the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 218 Hamlin Road Liberty, SC 29657

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2000	1XP5DR9X1YN482800	Tractor
~~Mac~~	~~2000~~		~~Trailer~~
East	2011	1E1J9V2856RC46149	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. BSAS +2UPUA HTB

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 6/19/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 29 day of December year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Cody M. Allred

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1163 ILLINOIS ST. HOWELL, MI 48843

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	1999	1XKDDB9X1XJ790760	Tractor
East	2012	1E1J3U2S0CRA47869	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore; which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

REVISION OF ORIGINAL LEASE DATED 6-11-18

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U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 11 day of Nov year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and SCOTT TILLEY

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 103 LAKEVIEW CIRCLE ROGERSVILLE TN 37857

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KEN	2022	1XKZD49X0NJ494904	TRACTOR
MAC	2020	5MADM392XLC056371	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 4/24/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 17 day of January year 2014 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Aurthur J L. Pollock

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1568 Principio Furnace Road Perryville, MD 21903

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
INTL	2001	3HSCN95R41N084856	Tractor
MAC	2008	5MADN39258C014102	Trailer 5/8/2017

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

Received: 1/31/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 24 day of July year 2018 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Clifford A. Spahn the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 24 W. 4th Ave. Everett, PA 15537

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	2007	1FUJAPCK72DJW02570	Tractor
MAC	2011	5MADN3922BC020579	Trailer
PETE	2022	1XPCDP9X6ND778524	TRACTOR 1-22-25
MAC	2022	5MADN392XNC062139	Trailer Added 12/23/25

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

received: 1/30/2024

NEW

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 17 day of August year 2023 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and L+M Transportation -Larry Fruth

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1200 Whet Stone St Bucyrus, OH 44820

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
INTL	2002	2HSCHASR72C021051	Tractor
Transcraft	2010	1TTV3927L6A3358941	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS

Revised: 12/8/2025

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 22 nd day of September year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Zallo Trucking Inc.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 150 White Pine Dr. Fombell, PA 16123

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2006	1XP5DB9X16N888869	Tractor
East	2015	1E1F9U284FR053804	Trailer
Pete	2006	1XP5DB9X16N888872	Tractor
East	2009	1E1F9U2859RF43143	Trailer
KW	2016	1XKWD49XXGJ133007	Tractor
East	2009	1E1F9U2889RJ43767	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 16th day of October year 2015 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and S+S Transport LLC.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1112 Mike St. Lawrenceburg, KY 40342

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
MAC	2015	5MHDN3721F033421	Trailer
FRTL	2019	1FUJHHDR3KLKH1094	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof, in order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 1/29/24

New

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 25 day of September year 2019 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Thomas Haddon

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is ~~5800 Harkers Rd Johnstown, PA 15904~~ 5821 Somerset Pike Boswell PA 15531 TA

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Peterbilt	2015	1NPXGGGG50D319787	Tractor
East	2011	1E1F9U284BRC45950	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 2/14/2024

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 30 day of November year 2020 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Phillip Warren Kenny 2050
the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is
2039 Andrews Rd Crapo MD 21626

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Ken	1995	1XKWD69X3SJ655093	Tractor
EGST	2022	1E1F9U282NR077159	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

12b Lessee pays for insurance ☐ PWK dependent Contractor's initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the owner under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

Lessor shall be responsible for up to $5000.00 (1500.00 minimum) of damages per accident under Public Liability and Property Damage and the first $2500.00 of Damages per accident under Cargo Damage coverage. Said amount will be deducted from Lessor's weekly revenue statement.

Lessee shall pay the costs of public liability and property damage on the equipment while it is being operated in the service of Lessee.

(13) Lessee shall prior to taking possession of the equipment, inspect said equipment, and inspection report made in connection with said inspection shall be certified in accordance with the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction. Lessor warrants that the equipment is complete with all required accessories, appurtenances and appliances, and that the same is in good safe and efficient operating condition and shall be so maintained, at Lessor's expense, throughout the duration of this lease. Lessor shall and will submit said equipment for Lessee's inspection at the time Lessee takes possession and, periodically thereafter, as required by Lessee. At no time shall the periods between inspections by Lessee exceed thirty (30) days. Lessor shall furnish Lessee all necessary information and documents of title and registration so as to enable Lessee to correctly identify the equipment on a monthly basis, whether done by Lessor or by a third party. Lessee reserves the right to inspect equipment at any time, and if Lessee exercises the right and the equipment shall be utilized in Lessee's service, as Lessee sees it, Lessor shall not hinder or deter Lessee's utilization in any manner whatsoever. Nothing in this Paragraph or Agreement shall obligate Lessee to utilize said equipment with any specific frequency for any specific number of miles, trips or pounds of freight.

(14) Upon termination of this Agreement, Lessee shall not be obligated to pay any accrued rentals, security deposits or trip settlements due to Lessor for the use of said equipment until after Lessor's receipt for the equipment is received by Lessee, as well as all identification materials, including Lessee's design, emblem, permit numbers, licenses, delivery documents, trip reports, logs and other property furnished by Lessee for on or in connection with the equipment for operations conducted or to be conducted pursuant to this Lease. It is further agreed that upon termination of this Lease, Lessee may, at its exclusive option, defer final settlement and payment of any sum or sums due Lessor, including trip settlements until receipt of necessary delivery documents, which must be paid within fifteen (15) days, including, but not limited to, the escrow as described in Paragraph (25) of this Lease, for a period not to exceed forty-five (45) days from the effective termination date or receipt of the aforementioned identification materials, etc. whichever is the latter, and no right to demand and receive any such sum due to be hereunder or to sue or maintain any action or suit at law therefore shall accrue to Lessor until the expiration of such forty-five (45) day period.

(15) Lessor shall identify the leased equipment with Lessee's design, emblem, lettering and United States Department of Transportation and state certificate or permit numbers, if any. Lessee agrees to furnish the Lessor the appropriate identification for said equipment and Lessor agrees to permit Lessee to identify the equipment and display such identification thereon in the manner required by all applicable laws and regulations and Lessor further agrees to permit and assist Lessee in removing such identification upon the termination of this agreement, whereupon such identification shall be returned to Lessee. Lessor agrees to indemnify and hold Lessee harmless for any expense or loss, howsoever arising, including, but not limited to, attorney's fees in connection therewith, which Lessee may incur as a result of Lessor's failure to do so.

(16) Lessor shall, and will promptly advise Lessee in writing of any and all injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences involving any equipment which is the subject of this lease. Lessor shall also advise Lessee of any delay in the delivery of any cargo. All such written reports shall be on Lessee report forms. Lessor shall make a full and complete written report to Lessee and to any insurance company and/or companies or other agencies as may be required by Lessee of any and all accidents within twenty-four (24) hours of their occurrence. Lessor shall make an immediate oral report to Lessee and/or its insurers of any such occurrence. In the event of a failure by Lessor to make an immediate oral report and a written report within twenty-four (24) hours to Lessee, then any such injury, accident, cargo loss or damage or similar occurrence shall as between Lessee and Lessor only, conclusively be considered as having occurred due to Lessor's negligence.

(17) Lessee may sublease the equipment which is the subject of this lease whenever permitted by applicable laws and regulations and Lessee shall be considered to be the owner of said equipment for the purpose of any such subleasing. Neither party may assign this Lease. Lessor may not act as Lessee's agent for the trip or sublease of the subject equipment, except upon such express terms and conditions as Lessee may establish.

(18) Lessor warrants that Lessor will furnish to operate all equipment leased pursuant to this Agreement only drivers and personnel who are qualified and competent. Lessor agrees that all drivers and personnel furnished will be required to meet all of the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction as to safety, hours of service, inspection and maintenance, the taking of physical examinations and furnishing a certificate therefor. All drivers and personnel will be required to comply as to the qualifications, training program and safety rules of the United States Department of Transportation and any other body having jurisdiction. It is further agreed that all drivers and personnel furnished by Lessor shall comply with all rules and regulations prescribed by Lessee as pertain to this Agreement, as well as the rules and regulations of any regulatory body having jurisdiction over the operations to be conducted pursuant to this Agreement. Lessor will insure that all records pertaining to the foregoing will be furnished to Lessee in order that Lessee can keep and maintain such records in accordance with the rules and regulations of all regulatory bodies having jurisdiction over these operations. It is agreed that Lessor is to be solely responsible for the payment and withholding of health, welfare and pension contributions (if any) as well as any and all taxes levied and assessed under any Federal, state or local law providing the withholding of taxes on income and for unemployment, social security, or any such other taxes, with respect to Lessor and all personnel furnished by Lessor in connection with operations conducted pursuant to this Agreement. It is agreed that the services of Contractor (Lessor) under the terms of this lease agreement is that of an independent contractor and that no "employee-employer" relationship exists between Contractor and Carrier (Lessee). Contractor is therefore responsible for providing Occupational Accident insurance coverage in the amount of $1,000,000 combined single limits which shall protect Contractor from all claims for injury, sickness, disease or death of Contractor's employees or statutory employees, to the extent required by and in compliance with applicable law. Contractor must furnish to Carrier and its agents, officers, directors, representatives and employees proof of insurance for the recovery of damages to the extent those damages are covered by the insurance policies required above. The insurance coverage required by this Agreement shall be secured by the Contractor before Contractor performs any services under this Agreement. Contractor is responsible for employment and income taxes, etc. Further, any drivers or employees of Contractor are the complete responsibility of the Contractor.

PWK Initials required

Contractor further agrees to: File all Federal, state and local income, withholding, employment and Federal Highway Use Tax forms and returns which it may be required by law to file on account of itself and all of its employees at the time and place required by applicable Federal, state and local laws and pay all taxes and contributions reported in such forms and return when due; Comply with all Workers Compensation Insurance laws and regulations applicable to covering himself and every person employed or otherwise engaged by Contractor.

PWK Initials required

It is further understood that, except as hereinafter set forth, in the event Lessee is called upon to pay any of the foregoing expenses, fees or taxes, the amount thereof paid by Lessee shall be deducted from rentals due Lessor under this lease or from Lessor's security deposit. Lessee shall not be responsible for any fine, expense or costs incurred by Lessor or any drivers or personnel furnished by Lessor by reason of its or their violation of, or failure to adhere to any Federal or state law, municipal ordinance or regulation, or rule of any Federal, state or local regulatory agency having jurisdiction. Provided however, that Lessee agrees to pay all fines and penalties for inadequacies in permits or certificates of authority where it is mandatory that such permits or certificates be issued in Lessee's name, further except when the violation results from the acts or omissions of the Lessor. Lessee shall pay all fines and penalties for overweight or over-dimension trailers when the trailer and lading are outside Lessor's control and improperly permitted overweight or over-dimension loads.

(19) The Lessor is responsible for fuel taxes, permits, tolls, ferries, detention and accessorial services, base plate and license and any unused portion of such items.

(20) It is agreed that Lessee shall have no responsibility for the compensation of, or for providing insurance or other fringe benefits for, drivers or other personnel furnished by Lessor in connection with the operations to be conducted pursuant to this Agreement. As between Lessee and Lessor, Lessor shall be solely responsible for the direction and supervision of all personnel furnished by Lessor in connection with this Agreement, including but not limited to, the selection, hiring, firing, supervising, directing, training, setting wages, hours, and working conditions, paying and adjusting grievances.

(21) At the time this Lease is executed, Lessor agrees to furnish Lessee its Federal employer's number and or social security number, tire size of equipment and state use tax permit numbers, if applicable, and also proof of Federal Highway Use Tax being paid each year.

(22) Lessor hereby agrees that should it become involved in a labor dispute with its employees or with drivers or other personnel furnished to Lessee that it will immediately report such fact to Lessee. If such labor dispute interferes or tends to interfere with the operation of Lessor for Lessee pursuant to the lease shall be subject to immediate cancellation by Lessee without penalty.

(23) Lessor is not required to purchase or rent any products, equipment or services from Lessee as a condition of this Agreement

(24) Loading of freight into equipment which is the subject of this Agreement is the responsibility of the shipper (consignor) and shall be done at its expense. To the extent that unloading can be accomplished by "dumping", then unloading shall be the Lessor's responsibility and shall be done at Lessor's expense. If some other means of unloading is requested by consignee, then unloading shall be the consignee's responsibility and shall be done at consignee's expense.

(25) Lessor shall deposit with Lessee the sum of One Thousand Dollars ($1,000.00) as an escrow to insure faithful performance of Lessor's obligations under this Agreement. In the event that Lessor does not make such a deposit with Lessee upon execution of this Agreement, then Lessee shall have the right to withhold the sum of Fifty Dollars ($50.00) per week from Lessor's trip settlements until such a $1,000.00 fund has been accumulated. Lessee shall pay interest on said escrow, less the average trip advance made to each unit, on a quarterly basis, at the rate prescribed in 49 C.F.R. §1057.12(k)(5.

(26) This Agreement shall supersede, replace and take precedence over any prior agreement of similar character between the parties hereto. This Agreement shall constitute the complete agreement between the parties and no agent or employee of either party shall have authority to alter or vary the terms hereof or to make any representations of commitments not included herein. This Agreement shall be interpreted and governed pursuant to the laws of the State of Pennsylvania.

This Agreement shall be executed in at least three copies, each of which shall be considered an original to the end that one executed copy known as Lessee's copy shall be retained by Lessee, one executed copy known as Lessor's copy shall be retained by Lessor and one executed copy known as Equipment copy shall be carried in the equipment during the term of this Lease and returned to Lessee at the conclusion of this Lease. Additional copies may be signed where necessary and when signed such additional copies shall also be considered as originals and may be filed with the appropriate regulatory bodies.

Dated this 14 day of February year 2024 at Erie, Pennsylvania

Phillip Warren Kenny U.S. Bulk Transport, Inc. (Lessee)

(Lessor)

Agent for Lessor Phillip Warren Kenny Agent A. Moore

SCANNED

Received: 1/29/24

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 23 day of March year 2024 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Ray Witney Trucking LLC the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 4685 New Rd Youngstown, OH 44515

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, the parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
~~INTL~~	~~2019~~	~~3HSJGAPR8KN[illegible]7434~~	~~Tractor~~ Removed 9/5/2025
MAC	2021	5MADN402XMW058611	Trailer (0-21-4)
PETE	2007	1XP5DB9X27D888919	TRACTOR 4-9-25

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for Insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT IC, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 975290

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 22nd day of March year 22 by and between U.S. Bulk Transport IC, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Craig Chatto

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is Outback Trucking LLC Craig Chatto

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2007	1XKWB9XX7J1588803	TRACTOR
MAC	2023	5MAPA4827PH068650	TRAILER

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all signed lading, freight bills, delivery receipts, and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. VI 22

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee, in the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

12b Lessee pays for insurance ☐ CC dependent Contractor's initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the owner under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

Lesser shall be responsible for the first $1000.00 of damages per accident under Public Liability and Property Damage and for the first $2500.00 of Damages per accident under Cargo Damage coverage. Said amount will be deducted from Lessor's weekly revenue statement.

Lessee shall pay the costs of public liability and property damage on the equipment while it is being operated in the service of Lessee.

(13) Lessee shall prior to taking possession of the equipment, inspect said equipment, and inspection report made in connection with said inspection shall be certified in accordance with the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction. Lessor warrants that the equipment is complete with all required accessories, appurtenances and appliances, and that the same is in good safe and efficient operating condition and shall be so maintained, at Lessor's expense, throughout the duration of this lease. Lessor shall and will submit said equipment for Lessee's inspection at the time Lessee takes possession and, periodically thereafter, as required by Lessee. At no time shall the periods between inspections by Lessee exceed thirty (30) days. Lessor shall furnish Lessee all necessary information and documents of title and registration so as to enable Lessee to correctly identify the equipment on a monthly basis, whether done by Lessor or by a third party. Lessee reserves the right to inspect equipment at any time, and if Lessee exercises the right and the equipment shall be utilized in Lessee's service, as Lessee sees it, Lessor shall not hinder or deter Lessee's utilization in any manner whatsoever. Nothing in this Paragraph or Agreement shall obligate Lessee to utilize said equipment with any specific frequency for any specific number of miles, trips or pounds of freight.

(14) Upon termination of this Agreement, Lessee shall not be obligated to pay any accrued rentals, security deposits or trip settlements due to Lessor for the use of said equipment until after Lessor's receipt for the equipment is received by Lessee, as well as all identification materials, including Lessee's design, emblem, permit numbers, licenses, delivery documents, trip reports, logs and other property furnished by Lessee for on or in connection with the equipment for operations conducted or to be conducted pursuant to this Lease. It is further agreed that upon termination of this Lease, Lessee may, at its exclusive option, defer final settlement and payment of any sum or sums due Lessor, including trip settlements until receipt of necessary delivery documents, which must be paid within fifteen (15) days, including, but not limited to, the security deposit as described in Paragraph (25) of this Lease, for a period not to exceed forty-five (45) days from the effective termination date or receipt of the aforementioned identification materials, etc. whichever is the latter, and no right to demand and receive any such sum due to be hereunder or to sue or maintain any action or suit at law therefore shall accrue to Lessor until the expiration of such forty-five (45) day period.

(15) Lessor shall identify the leased equipment with Lessee's design, emblem, lettering and United States Department of Transportation and state certificate or permit numbers, if any. Lessee agrees to furnish the Lessor the appropriate identification for said equipment and Lessor agrees to permit Lessee to identify the equipment and display such identification thereon in the manner required by all applicable laws and regulations and Lessor further agrees to permit and assist Lessee in removing such identification upon the termination of this agreement, whereupon such identification shall be returned to Lessee. Lessor agrees to indemnify and hold Lessee harmless for any expense or loss, howsoever arising, including, but not limited to, attorney's fees in connection therewith, which Lessee may incur as a result of Lessor's failure to do so.

(16) Lessor shall, and will promptly advise Lessee in writing of any and all injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences involving any equipment which is the subject of this lease. Lessor shall also advise Lessee of any delay in the delivery of any cargo. All such written reports shall be on Lessee report forms. Lessor shall make a full and complete written report to Lessee and to any insurance company and/or companies or other agencies as may be required by Lessee of any and all accidents within twenty-four (24) hours of their occurrence. Lessor shall make an immediate oral report to Lessee and/or its insurers of any such occurrence. In the event of a failure by Lessor to make an immediate oral report and a written report within twenty-four (24) hours to Lessee, then any such injury, accident, cargo loss or damage or similar occurrence shall as between Lessee and Lessor only, conclusively be considered as having occurred due to Lessor's negligence.

(17) Lessee may sublease the equipment which is the subject of this lease whenever permitted by applicable laws and regulations and Lessee shall be considered to be the owner of said equipment for the purpose of any such subleasing. Neither party may assign this Lease. Lessor may not act as Lessee's agent for the trip or sublease of the subject equipment, except upon such express terms and conditions as Lessee may establish.

(18) Lessor warrants that Lessor will furnish to operate all equipment leased pursuant to this Agreement only drivers and personnel who are qualified and competent. Lessor agrees that all drivers and personnel furnished will be required to meet all of the rules and regulations of the United States Department of Transportation and any other regulatory body having jurisdiction as to safety, hours of service, inspection and maintenance, the taking of physical examinations and furnishing a certificate therefor. All drivers and personnel will be required to comply as to the qualifications, training program and safety rules of the United States Department of Transportation and any other body having jurisdiction. It is further agreed that all drivers and personnel furnished by Lessor shall comply with all rules and regulations prescribed by Lessee as pertain to this Agreement, as well as the rules and regulations of any regulatory body having jurisdiction over the operations to be conducted pursuant to this Agreement. Lessor will insure that all records pertaining to the foregoing will be furnished to Lessee in order that Lessee can keep and maintain such records in accordance with the rules and regulations of all regulatory bodies having jurisdiction over these operations. It is agreed that Lessor is to be solely responsible for the payment and withholding of health, welfare and pension contributions (if any) as well as any and all taxes levied and assessed under any Federal, state or local law providing the withholding of taxes on income and for unemployment, social security, or any such other taxes, with respect to Lessor and all personnel furnished by Lessor in connection with operations conducted pursuant to this Agreement. It is agreed that the services of Contractor (Lessor) under the terms of this lease agreement is that of an independent contractor and that no "employee-employer" relationship exists between Contractor and Carrier (Lessee). Contractor is therefore responsible for providing Occupational Accident insurance coverage in the amount of $1,000,000 combined single limits which shall protect Contractor from all claims for injury, sickness, disease or death of Contractor's employees or statutory employees, to the extent required by and in compliance with applicable law. Contractor must furnish to Carrier and its agents, officers, directors, representatives and employees proof of insurance for the recovery of damages to the extent those damages are covered by the insurance policies required above. The insurance coverage required by this Agreement shall be secured by the Contractor before Contractor performs any services under this Agreement. Contractor is responsible for employment and income taxes, etc. Further, any drivers or employees of Contractor are the complete responsibility of the Contractor.

CC initials required

Contractor further agrees to: File all Federal, state and local income, withholding, employment and Federal Highway Use Tax forms and returns which it may be required by law to file on account of itself and all of its employees at the time and place required by applicable Federal, state and local laws and pay all taxes and contributions reported in such forms and return when due; Comply with all Workers Compensation insurance laws and regulations applicable to covering himself and every person employed or otherwise engaged by Contractor.

CC initials required

It is further understood that, except as hereinafter set forth, in the event Lessee is called upon to pay any of the foregoing expenses, fees or taxes, the amount thereof paid by Lessee shall be deducted from rentals due Lessor under this lease or from Lessor's security deposit. Lessee shall not be responsible for any fine, expense or costs incurred by Lessor or any drivers or personnel furnished by Lessor by reason of its or their violation of, or failure to adhere to any Federal or state law, municipal ordinance or regulation, or rule of any Federal, state or local regulatory agency having jurisdiction. Provided however, that Lessee agrees to pay all fines and penalties for inadequacies in permits or certificates of authority where it is mandatory that such permits or certificates be issued in Lessee's name, further except when the violation results from the acts or omissions of the Lessor. Lessee shall pay all fines and penalties for overweight or over-dimension trailers when the trailer and lading are outside Lessor's control and improperly permitted overweight or over-dimension loads.

(19) The Lessor is responsible for fuel taxes, permits, tolls, ferries, detention and accessorial services, base plate and license and any unused portion of such items.

(20) It is agreed that Lessee shall have no responsibility for the compensation of, or for providing insurance or other fringe benefits for, drivers or other personnel furnished by Lessor in connection with the operations to be conducted pursuant to this Agreement. As between Lessee and Lessor, Lessor shall be solely responsible for the direction and supervision of all personnel furnished by Lessor in connection with this Agreement, including but not limited to, the selection, hiring, firing, supervising, directing, training, setting wages, hours, and working conditions, paying and adjusting grievances.

(21) At the time this Lease is executed, Lessor agrees to furnish Lessee its Federal employer's number and or social security number, tire size of equipment and state use tax permit numbers, if applicable, and also proof of Federal Highway Use Tax being paid each year.

(22) Lessor hereby agrees that should it become involved in a labor dispute with its employees or with drivers or other personnel furnished to Lessee that it will immediately report such fact to Lessee. If such labor dispute interferes or tends to interfere with the operation of Lessor for Lessee pursuant to the lease shall be subject to immediate cancellation by Lessee without penalty.

(23) Lessor is not required to purchase or rent any products, equipment or services from Lessee as a condition of this Agreement

(24) Loading of freight into equipment which is the subject of this Agreement is the responsibility of the shipper (consignor) and shall be done at its expense. To the extent that unloading can be accomplished by "dumping", then unloading shall be the Lessor's responsibility and shall be done at Lessor's expense. If some other means of unloading is requested by consignee, then unloading shall be the consignee's responsibility and shall be done at consignee's expense.

(25) Lessor shall deposit with Lessee the sum of Five Hundred Dollars ($500.00) as a security deposit to insure faithful performance of Lessor's obligations under this Agreement. In the event that Lessor does not make such a deposit with Lessee upon execution of this Agreement, then Lessee shall have the right to withhold the sum of Fifty Dollars ($50.00) per week from Lessor's trip settlements until such a $500.00 fund has been accumulated. Lessee shall pay interest on said security deposit, less the average trip advance made to each unit, on a quarterly basis, at the rate prescribed in 49 C.F.R. %1057 12(k)(5.

(26) This Agreement shall supersede, replace and take precedence over any prior agreement of similar character between the parties hereto. This Agreement shall constitute the complete agreement between the parties and no agent or employee of either party shall have authority to alter or vary the terms hereof or to make any representations of commitments not included herein. This Agreement shall be interpreted and governed pursuant to the laws of the State of Pennsylvania.

This Agreement shall be executed in at least three copies, each of which shall be considered an original to the end that one executed copy known as Lessee's copy shall be retained by Lessee, one executed copy known as Lessor's copy shall be retained by Lessor and one executed copy known as Equipment copy shall be carried in the equipment during the term of this Lease and returned to Lessee at the conclusion of this Lease. Additional copies may be signed where necessary and when signed such additional copies shall also be considered as originals and may be filed with the appropriate regulatory bodies.

Dated this 22 day of March year 2022 at Erie, Pennsylvania

Outback Trucking LLC / Craig Chatto
(Lessor)

U.S. Bulk Transport IC, Inc. (Lessee)

Agent for Lessor _____

Agent Irina Bogarnas

Received: 2/5/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 4 day of October year 2007 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and James Sargent the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 207 Mountain Rd Stroudsburg, PA 18360

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

	MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
	~~Western Star~~	~~1998~~	~~2WKEDDJHXWK949635~~	~~Tractor~~
	~~Havens~~	~~1999~~	~~1RTD3402XXJ099026~~	~~Trailer~~
8/1/13	East	2005	1E1F9U2885RL35757	Trailer
10/4/22	Western Star	2014	5KKXACCOXEPFV2425	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

REVISED 12/1/2025

Navantic LLC.
David Perelgut (Eric Sudol)
3866 E. Cat Balue Dr.
Phoenix, AZ 85050

U.S. BULK TRANSPORT, INC
205 Pennbriar Drive
Erie, PA 16509
(814) 824-9949

DOT# 461965

LEASE ADDENDUM

TRACTORS:

305	2018	INTERNATIONAL	3HSDZTZR4JN416272	
305-1	2020	KENWORTH	1XKYDP9X6LJ358920	Ricardo Ramirez
305-2	2023	PETERBUILT	1XPBDP9X8PD860882	David Perelgut
305-3	2020	PETERBUILT	1XPBD49X1LD705051	Travis Morgan
305-5	2019	MACK	1M1AN4GY5KM009832	Richard Tankersley

TRAILERS/DUMPS:

305	2023	MAC	5MADN3923PH064417	David Perelgut
305-1A	2011	MAC	5MADN4025BC020167	Ricardo Ramirez
305-2A	2018	EAST	1E1F9U289JR063270	Travis Morgan
305-4A	2008	MAC	5MADN40238C015803	Richard Tankersley

CANCELLED EQUIPMENT:

305-4	2023	FREIGHTLINER	3AKJHHDR0PSUM5753	Christopher Stoiner	Removed: 11/10/2025

REVISION # 1 DATED 9-15-21

12.0' 2. - 1

U.S. BULK TRANSPORT, Inc.

205 Pennsylvania Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement is made and entered into as of the ____ day of _____, 20__, and is between U.S. Bulk Transport, Inc. (hereinafter referred to as "Carrier") and _____ (hereinafter referred to as "Contractor").

Contractor owns or has the right to use the equipment described below and desires to lease such equipment to Carrier for use in the performance of transportation services for Carrier's customers.

WITNESSETH:

That in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

Contractor does hereby lease to Carrier and Carrier does hereby lease from Contractor the following described motor vehicle equipment, together with all parts and accessories now or hereafter attached thereto or used in connection therewith (hereinafter collectively referred to as the "Equipment"):

Year	Make	Vehicle Identification Number	Tare Weight (Empty Weight)
12.0' 2.			
	MAC	2015	5MHA1K2224C030256
1982 Peterbilt		2008	1XP5DB9X48D915723

Carrier shall pay Contractor for the use of the Equipment in the manner and at the rates set forth in Schedule A attached hereto and made a part hereof.

(a) The term of this Agreement shall be for one (1) year from the execution of this Agreement and shall automatically renew itself for each successive year thereafter, unless either party hereto shall give written notice to the other party hereto of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the then current term. Upon the termination of this Agreement, Contractor shall remove the Equipment from the premises of Carrier and shall remove any and all identifying symbols and insignia of Carrier from the Equipment.

(b) Contractor shall maintain the Equipment in good mechanical condition and shall be responsible for all repairs to the Equipment, including, but not limited to, repairs to the tires, brakes, lights, and all other parts of the Equipment. Contractor shall maintain the Equipment in compliance with all applicable Federal, State and local laws, rules and regulations, including, but not limited to, those relating to weight, height, length and width limitations, and shall pay all fines which may be imposed for violations of such laws, rules and regulations during the period of this Agreement. Contractor shall maintain the Equipment in compliance with all applicable Federal, State and local laws, rules and regulations relating to drivers, their qualifications and their hours of service, and shall pay all fines which may be imposed for violations of such laws, rules and regulations during the period of this Agreement. Contractor shall maintain the Equipment in compliance with all applicable Federal, State and local laws, rules and regulations relating to parts and accessories on motor vehicles, including, but not limited to, those relating to lights, reflectors and flags, during the period of this Agreement. Contractor shall maintain the Equipment in compliance with all applicable Federal, State and local laws, rules and regulations relating to the inspection, repair and maintenance of motor vehicles, including, but not limited to, those relating to the preparation and retention of records and reports, during the period of this Agreement. Contractor shall maintain the Equipment in compliance with all applicable Federal, State and local laws, rules and regulations relating to periodic inspection of motor vehicles, including, but not limited to, those relating to the preparation and retention of records and reports, during the period of this Agreement.

(c) Contractor shall not use the Equipment in the performance of any transportation for any person other than Carrier without the prior written consent of Carrier. Contractor shall not use the Equipment in the performance of any transportation for

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 9TH day of June year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Runski Trucking LLC. (Douglas Runkowski) the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 2777 Wingate Ave. Akron, OH 44314

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2006	1XKDD49X16R120246	Tractor
MAC	2014	5MHADN4026EC029514	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall obtain its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to this contract will this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or calastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 2/5/2024

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 11 day of May year 2018 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Maysep LLC the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 140 Stern Manor Dr Fombell, PA 16123

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Ken	2016	1NKWGGGGXGJ104831	Tractor
~~EAST~~	~~2017~~	~~1E1F9U288HR058868~~	~~Trailer~~ Removed 11/24/25
EAST	2026	1E1F9U282TR092337	Trailer Added 11/24/2025

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 2/15/2024

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 10 day of January year 2017 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Gregory Gibbs

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 9010 Penniman RD Orwell, OH 44076

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	2007	1FUJACeCK77LXG80778	Tractor
~~MAC~~	~~2011~~	~~5MADAN402.8BC019269~~	~~Trailer~~
~~PETE~~	~~2004~~	~~1XP5DB9x840835944~~	~~Tractor~~ 9-12-19

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 2/9/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 11 day of September year 2023 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and JWR Transportation LLC. the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 8418 Tallmadge RD Ravenna, OH 44266

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
WStar	2021	5KJJAEDILEMPMN3055	Tractor
MAC	2019	5MADN4024KS045423	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

received: 11/21/2019

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 5 day of August year 2019 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Andre Kesek - B & A Transport the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 775 Forest St. Lehighton, PA 18235

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2015	1NPXGGGG90D284543	Tractor
MAC	2011	5MADN4022BC0193164	Trailer 11-21-19

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 1/29/24

New

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 17 day of August year 2018 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Thomas Reder Sr

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 3903 Mahoning Rd Lake Milton, OH 44429

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
PETE	2005	1XP5DB9XX5D826083	Tractor
MAC	2019	5MADN4021K6UB49681	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 2/29/2024

New

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 14 day of Sept. year 2020 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Frank Walker the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 851 5th St W. Birmingham, AL. 35204

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	2015	3AKJGLD51FSGL2827	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

UNIT 1515
FID 25-1663311

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 2 day of FEBRUARY year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and William Burman the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 309 Spring Rd SE Arab, AL 35016

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Mack	2021	1M1AN4GY7MM021911	Tractor
Mac	2017	5MADN4021HC037856	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences of catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

SCANNED 06/06/22

Unit 1518

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 15 day of SEPT year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and BRYAN BAKER

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 386 HANNAH MARIE DRIVE MILFORD TN 38058

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	2020	1FUJHHDR8LLLN2084	TRACTOR

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or affect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with the Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Fed ID#: 25-1[illegible]

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 16TH day of June year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and J.T. Neal Trucking LLC. (Jamie Neal)

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 2.5lo Stanley Marlow Lane Oneida, TN 37841

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
INTL	2017	3HSDJAPR6HN653824	Tractor
Mac	~~2006~~ 2011	1M1ADN4020BC019461	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense, it is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. 2025 MNL HT 9/11

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 16TH day of October year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Gordon Express, LLC.

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 16440 N. Highway 1247 Science Hill, KY 42553

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2004	1XKWDB9X24J314633	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof, in order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured hereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

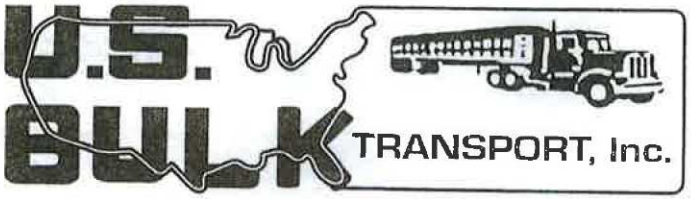
Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 2/7/2024

New



205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 27 day of March year 2017 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Allen Crispen

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 9Ele Bull Creek Rd Butler, PA 16002

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
MAC	2017	5MADN3928HC038460	Trailer
Kenworth	1996	1XKWDB9X3TJ685432	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 1/29/2024

New

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 1 day of March year 2021 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and John D Sutton

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is ~~434 W Sunbury Rd West Sunbury, PA 16066~~ 3035 Oneida Valley Rd Hillards, PA 16040

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
Pete	2009	1XPXD49X99D788582	Tractor
mac	2022	5MADN402XNC062824	Trailer 8-11-21

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

CONTINUATION OF ORIGINAL LEASE DATED 2-3-15

24

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 11 day of JULY year 2018 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and PROFESSIONAL TRUCK LLC

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 1562 WILDERNESS LANE BIRMINGHAM AL 35235

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)	
KEN	2014	1XKYD49X0EJ415808	TRACTOR	
MAC	2016	5MADN3124GC035411	TRAILER	Removed 9/12/2025 cancel 12/19
~~FNTL~~	~~2018~~	3HSDZAPR9JN668119	~~TRACTOR~~	~~10-1-21~~
MAC	2017	5MADN3927HC038532	TRAILER	3-8-22
PETE	2023	1XPBDP9X7PD799816	TRACTOR	6.3.22

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement. Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

Received: 2/5/2024

NEW

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 31 day of August year 2022 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Dustin Norris the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 361 Alvis Rd. Eldridge, AL. 35554

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
PETE	2022	1XP5DB9X92D577867	Tractor
Trailstar	2023	5MAFC4023PR082587	Trailer 10.26.2022

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

Received: 2/5/2024

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 9 day of June year 2023 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Penny Howe the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is Po Box 153 7948 RT 83, Cherry Creek, NY 14723

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein. The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	1998	1XKADR9X2WR745256	Tractor
INTL	1997	2HSFHAMR9VC029926	Tractor
~~INTL~~	~~1999~~	2HSFHAER9XC411445	Tractor
Ravens	2000	1RID34029YJS00597	Trailer
Ravens	1997	1RID14024VJ097470	Trailer
Benson	2004	5DMDFAMB24M000189	Trailer
INTL	2000	3H5CNAMR8YNC43850	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

REVISED 2/16/2026

L&L Logistics
Frank Langston
95 Watts Road
Munford, AL 36268

U.S. BULK TRANSPORT, INC
205 Pennbriar Drive
Erie, PA 16509
(814) 824-9949

DOT# 461965

LEASE ADDENDUM

TRACTORS:

1508-4	2022	PETERBUILT	1XPXD49XXND768626	Jason Fowler
1508-5	2024	PETERBUILT	1XPXD49X8RD602157	Frank Langston

TRAILERS/DUMPS:

1508-1A	2019	MAC	5MADN3923MC058710	Frank Langston
1508-2A	2021	TRAILSTAR	4T9FC39B4M1110677	Jason Fowler

CANCELLED EQUIPMENT:

1508	2018	PETERBUILT	5MADN3923MC058710	Sold 8/10/2024
1508-1	2014	PETERBUILT	1NPXGGGGX0D221290	Sold 8/20/2023
1508A	2020	MAC	5MADN4029LS056158	Sold 11/20/2023
1508-2	2022	PETERBUILT	1XPXD49X2ND784271	Removed 12/15/2025
1508-4A	2023	MAC	5MAFC3927PR082332	Removed 12/15/2025
1508-3	2020	PETERBUILT	1XPXD49X4LD613888	Removed 2/16/2026
1508-3A	2023	MAC	5MADN3929PS069558	Removed 2/16/2026

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509

(814) 824-9949

DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 6th day of October year 2025 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and Lorcon Express LLC

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 6440 N. Highway 127 Science Hill, KY 42553

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, The parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
KW	2004	1XKWD69X24J314633	Tractor

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lease shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof, in order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to block out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all bills of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes full responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (5) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising.

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required.

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall cause its public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease.

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits, (Public Liability, Property Damage, and Bobtail) on the equipment, and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12a) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)

NT

U.S. BULK TRANSPORT, Inc.

205 Pennbriar Drive • Erie, PA 16509
(814) 824-9949
DOT# 461965

INDEPENDENT CONTRACTOR AGREEMENT (EQUIPMENT LEASE)

This Agreement, made and entered into at Erie, Pennsylvania this 19 day of August year 2024 by and between U.S. Bulk Transport, Inc. whose address is 205 Pennbriar Drive, Erie, PA 16509 (hereinafter referred to as Carrier or Lessee) and D+N Trucking / Darwin Mathews

the owner or party otherwise legally entitled to lease the hereinafter described motor vehicle equipment (hereinafter referred to as Contractor or Lessor), whose address is 723 County Road 415 Englewood, TN 37329

WITNESSETH:

For and in consideration of the mutual covenants of agreement set forth herein, the parties hereby agree, as follows:

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the certain motor vehicle equipment more fully described below:

MAKE	YEAR	FACTORY OR SERIAL NUMBER	TYPE OF VEHICLE (Tractor or Trailer)
FRTL	2015	3ALXFB08P0GM45007	Tractor
MAC	2022	5MADNH0216NW016509	Trailer

Lessor warrants that Lessor is the legal owner of and/or legally entitled to lease said equipment to Lessee.

(2) The term of this agreement shall be for one (1) year from the date of the execution and shall automatically renew itself for additional periods of one year (1) until cancelled by either party. Carrier may at its election, terminate this agreement upon giving Lessor ten (10) days written notice of its intention to do so. Lessor may cancel this lease upon giving Carrier ten (10) days written notice of its intention to do so.

(3) Lessee shall pay Lessor for the use of the equipment described herein in the manner set forth in the following paragraph and made a part hereof. In order that Lessor may verify the accuracy of all payments made pursuant to this agreement, Lessor shall have the right to inspect copies of rated freight bills for all shipments transported in or with equipment leased pursuant to this agreement. Lessor shall have the right to examine copies of Lessee's tariffs or rate schedules at Lessee's home office during reasonable business hours. However, Lessee shall have the right to black out or obliterate all references on such freight bills to the identity of customers, shippers and consignees.

The parties hereto mutually agree the Lessee shall pay to Lessor, as rental for the equipment leased herein, a sum equal to 80 % of the gross revenues derived from the use of the equipment leased. Lessor shall be responsible for the cost of all deadhead or empty operations.

Payment shall be made to Lessor within fifteen (15) days of submission by Lessor to Lessee of all documentation required to obtain payment of freight charges from the party responsible therefore, which shall include, but not necessarily be limited to, all BOLs of lading, freight bills, delivery receipts and cargo manifests, as well as drivers' logs. Although not a condition precedent to receiving payment, Lessor is required to submit to Lessee all inspection reports, weight tickets, over-dimension or weight permits, trip report sheets and any other document which Lessee shall require after having first given Lessor written notification.

Lessor's right to receive payment, as set forth herein above, is subject to the terms and conditions as set forth in the body of this Agreement and all appendices attached hereto.

(4) Lessee will use said equipment in its business as a motor carrier, under its various certificates or permits, which it now holds or which it may subsequently acquire, and such equipment furnished to Lessee shall be exclusively used in Lessee's business. Said equipment shall, during the term of this lease, be under Lessee's exclusive possession, use and control, and Lessee assumes all responsibility for the operation of said equipment as to all third parties and the public at large. During the term of this lease, if Lessor used said equipment for any purpose not specifically authorized by Lessee, then Lessee shall not be responsible for any rentals which might otherwise be due for any such unauthorized use of equipment or any related payments to Lessor or third parties.

(5) Lessor warrants that the equipment leased herein complies with all of the safety rules required by Lessee and complies with all the regulations of the United States Department of Transportation, and any and all Federal, state or local regulatory bodies having jurisdiction over the operation of said equipment. All costs incurred in connection with causing the equipment leased hereunder to comply with said rules and regulations and any loss, damage or expense of any nature, whatsoever, which shall result from Lessor's failure to insure such compliance, shall be borne by Lessor. Upon failure of Lessor to promptly and immediately insure such compliance and pay such costs or expenses, Lessee may, at its exclusive option, effect such compliance and pay such costs or expenses and deduct the amount of such payment, together with any administrative expense. It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and Lessee will file or has on file with the United States Department of Transportation and any other regulatory body having jurisdiction over the operations, evidence of insurance in such amounts as may be required by law or regulation and will continuously maintain in effect insurance in such amounts.

(6) Lessor agrees that the equipment described herein will be kept and maintained in first-class condition and repair at Lessor's expense. Lessor agrees to pay all of the expenses incurred in operating the equipment which is the subject of this lease agreement, without limitation. Upon failure of Lessor to make such payments, Lessee may avail itself of any remedies described in (6) herein above, or elsewhere in this lease.

(7) The Lessor agrees to be responsible for all damage to any equipment of the carrier caused by negligence.

(8) Upon the failure of Lessor to comply with any of the rules and regulations specified herein, or to keep the equipment which is the subject of this lease in good condition, or breach any other of the terms and conditions of this lease agreement, Lessee may, forthwith cancel the lease agreement, or anything herein to the contrary notwithstanding.

(9) As between Lessee and Lessor only, without any regard or effect to the obligations of Lessee to any third party, Lessor agrees to be responsible for and indemnify and hold Lessee harmless from any and all loss, personal injury, death and/or damage to cargo or other property, and/or claim to any such loss or occurrence which may arise from or in connection with the operations performed or to be performed pursuant to the Agreement. This is to include, but is not limited to attorney's fees and any other expenses incurred in defending or processing any claim arising as a result of any of the above or operation of the equipment leased herein.

(10) If Lessee shall be required to make any advances or payment for and/or on behalf of Lessor's obligation for necessary operating expenses or repairs on said equipment, then Lessee shall have the right to withhold an equivalent sum, as a set-off, from funds due Lessor as rental payment hereunder, or from any other sums which Lessee may owe Lessor, to secure the repayment of any such advances or payments. Lessee will then give Lessor an itemized written statement for or explanation of all deductions made. Lessor hereby authorizes irrevocably, any agent of any court of record to appear for Lessor in such court term, time or vacation and confess judgment, without process, in favor of Lessee, for such amounts of any advance or payment which Lessee has made on behalf of Lessor which remains unpaid, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

(11) Lessee shall not in any way be liable for fire, theft, loss or damage to the equipment leased hereunder, no matter how arising. NO

(12) INSURANCE REQUIREMENTS (Complete 12a or 12b)

12a Lessor pays for insurance ☐ _____ Independent Contractor Initials Required. YGOS PMA $2205 26

It is recognized that the United States Department of Transportation and various other regulatory bodies require the carrier under whose certificates or permits the leased equipment is being operated to be responsible to the public with respect to such equipment while same is being operated under its authority, and lessee will file or has on file with the United States Department of Transportation and other regulatory bodies having jurisdiction over its operations, evidence of insurance in the amounts as may be required by law or regulation of said agencies, and will continuously maintain in effect insurance in such amounts. However, the parties to this Agreement, as between themselves, agree that the insurance policies of the Lessor are also to apply and do also apply and cover all operations conducted pursuant to this Agreement. Lessor shall obtain public liability, property damage and comprehensive liability insurance policies to be endorsed so that while its equipment is being operated under the authority of Lessee, Lessee shall be an insured thereunder with respect to such equipment and Lessor shall furnish a copy of such endorsement to Lessee. Lessor further agrees to indemnify and save Lessee harmless for any claim, including, but not limited to, those for property damage, public liability, fire, theft, collision and comprehensive loss or any negligence on the part of any driver or other personnel furnished by Lessor which may arise out of any operation conducted pursuant to or in connection with this Lease. NJJ4AN.3 1/5/24

Lessor shall pay all costs and secure insurance in the minimum amount of $750,000 combined single limits. (Public Liability, Property Damage, and Bobtail) on the equipment and shall furnish Lessee with a certificate of insurance naming Lessee as additional insured by way of a separate endorsement to the policy from the producer of the insurance and insurance coverage for collision, fire, theft, and other occurrences or catastrophe, and Lessee shall be named as an individual insured hereunder.

Lessor shall pay the costs of public liability and property damage insurance on the equipment which is the subject of this lease while it is operated in the service of Lessee. In the event Lessor shall not pay said costs, or provide proper insurance coverage as defined above, then Lessee is hereby authorized to place Lessor under Lessee's insurance as defined in (12b) and reduce Lessor's percentage as stated in Paragraph (3) of this agreement by _____ % _____ (Lessor initials required).

(Over)