

# RECEIPT

DATE

6/1/26

No.

932595

RECEIVED FROM

Pipos Trucking LLC

\$

350.00

Three hundred fifty and <sup>00</sup>/<sub>100</sub>

DOLLARS

 FOR RENT FOR

DE-SW-1993

ACCOUNT

PAYMENT

BAL. DUE

 CASH CHECK MONEY  
ORDER CREDIT  
CARD

FROM

780

TO

BY

M.M.



RECEIVED  
JUN 01 2026  
DNREC - WHS

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

89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

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

**SOLID WASTE TRANSPORTER PERMIT APPLICATION**

Language Preference: English

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

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

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

**1. Type of Permit**

- New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the “State of Delaware,” in the amount of \$75.00.
- New – **ALL OTHERS** Submit a check or money order, payable to the “ State of Delaware” in the amount of \$350.00.
- Renewal: Permit # DE-SW- 1993 Expiration Date 06/30/2026

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

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

**2. Release to Public**

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

**3. Company Information**

Company Name Pipos Trucking LLC

Location Address:	Mailing Address:
72 Ridge Road	72 Ridge Road
Rahway, NJ 07065	Rahway, NJ 07065

Contact: Oscar Hernandez Melian Title: Owner

Business Phone: (551) 482-9954 Fax: N/A

E-mail: ptrucking28@gmail.com

24 hr Emergency Contact Phone: (551) 482-9954

**4. Company Ownership Information**

(a). Please indicate the company type:

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

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

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

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

Attachment 1

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

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

**5. Company locations in Delaware**

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

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

**6. Company Affiliates**

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

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

**7. Type of Waste to be Transported**

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

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

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

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

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

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

**8. Treatment, Storage, and Disposal Facilities**

- (a). Do you cross state lines with the waste?  Yes  No
- (b). Identify in an attachment *all* solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.

- Delaware Solid Waste Authority locations: (attachment) \_\_\_\_\_
- Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)
- Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils)
- Other in-state solid waste facilities, including private facilities: (attachment) \_\_\_\_\_
- Out of state solid waste TSD facilities: (attachment) \_\_\_\_\_

**9. Other Transporter Permits**

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- Attachment \_\_\_\_\_
- Not applicable-No transporter permit required for these solid waste types in our home state.

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

- Attachment NY, PA
- No transporter permits in other states

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

DOT# 3274175 MC# 1034122

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

**10. Proof of Financial Responsibility**

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

- (a). Are you for-hire in interstate commerce?  Yes  No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)
- (b). Do you transport in the State of Delaware Only (Intrastate)?  Yes  No
- (c). Do you transport Interstate?  Yes  No

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

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

### 11. Spill Control and Safety

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

- ✓ Spill Control Plan: Attachment 1

### 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 1

### 13. Vehicle Identification

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

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

Vehicle List Attached

### 14. Vehicle Operator Information

Is a list of all vehicle operators attached?  Yes

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

- Form W-2  
 Form 1099-Misc  
 Other

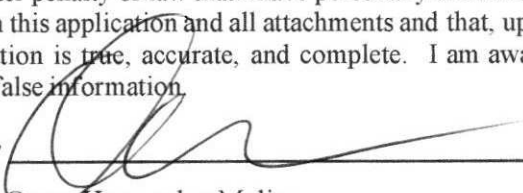
### 15. Environmental Record

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

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

### 16. Certification

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

\*\*Signature  Date 05/29/2026  
Print Name Oscar Hernandez Melian Title Owner

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

EXPIRES:

07/31/2026

# NEW JERSEY APPORTIONED CAB CARD

KEEP THIS CERTIFICATE IN YOUR VEHICLE

PLATE NUMBER:

AZ813G

UNIT NO. 13		YEAR 2024		MAKE PET		ACCOUNT NUMBER NJ-64181	
VEHICLE IDENTIFICATION NUMBER 1NPCX4EX8RD899534				FLEET NO. 002		SUPP. NO. 0000	
REG. CODE 11		GROSS WEIGHT 80000		FUEL D		REGISTRATION DATE 08/01/2025	
TYPE TK		AXLES 4		DESCRIPTION COMMERCIAL TRUCK		TRANS ID # IU202664181002000	
OWNER PIPOS TRUCKING LLC							

NJ 080000	AL 080000	AR 080000	AZ 080000
CA 080000	CO 080000	CT 080000	DC 080000
DE 080000	FL 080000	GA 080000	IA 080000
ID 080000	IL 080000	IN 080000	KS 080000
KY 080000	LA 080000	MA 080000	MD 080000
ME 080000	MI 080000	MN 080000	MO 080000
MS 080000	MT 080000	NC 080000	ND 080000
NE 080000	NH 080000	NM 080000	NV 080000
NY 080000	OH 080000	OK 080000	OR 080000
PA 080000	RI 080000	SC 080000	SD 080000
TN 080000	TX 080000	UT 080000	VA 080000
VT 080000	WA 080000	WI 080000	WV 080000
WY 080000	AB 036281	BC 036281	MB 036281
NB 036281	NL 036281	NS 036281	ON 036281
PE 036281	QC 04 AXL	SK 036281	** ** ** ** *
** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *
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REGISTRANT

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

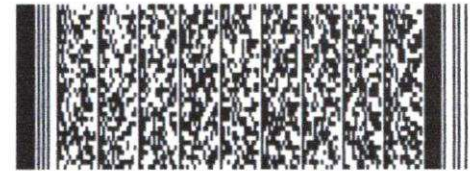
THE VEHICLE DESCRIBED HEREIN HAS BEEN PROPORTIONALLY REGISTERED BETWEEN THE STATE OF NEW JERSEY AND THE ABOVE JURISDICTIONS.

000004296

Motor Carrier Responsible for Safety

USDOT Number: 3274175

PIPOS TRUCKING LLC  
72 RIDGE RD  
RAHWAY, NJ 07065



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

Change of name or address must be reported in writing to the New Jersey Motor Vehicle Commission, Motor Carriers Unit, PO BOX 133, Trenton, NJ 08666-0133, within thirty(30) days.

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



New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

EXPIRES: 07/31/2026

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

PLATE NUMBER: AZ221M

UNIT NO. 29	YEAR 2024	MAKE PET	ACCOUNT NUMBER NJ-64181	NJ 080000	AL 080000	AR 080000	AZ 080000
VEHICLE IDENTIFICATION NUMBER 1NPCX4EX6RD899533				FLEET NO. 002	SUPP. NO. 0000	REG. CODE 11	CA 080000
TYPE TK	AXLES 4	GROSS WEIGHT 80000	FUEL D	REGISTRATION DATE 08/01/2025	DE 080000	FL 080000	GA 080000
DESCRIPTION COMMERCIAL TRUCK			TRANS ID # IU202664181002000	ID 080000	IL 080000	IN 080000	KS 080000
OWNER PIPOS TRUCKING LLC				KY 080000	LA 080000	MA 080000	MD 080000
REGISTRANT PIPO'S TRUCKING LLC 72 RIDGE ROAD RAHWAY, NJ 07065				ME 080000	MI 080000	MN 080000	MO 080000
				MS 080000	MT 080000	NC 080000	ND 080000
				NE 080000	NH 080000	NM 080000	NV 080000
				NY 080000	OH 080000	OK 080000	OR 080000
				PA 080000	RI 080000	SC 080000	SD 080000
				TN 080000	TX 080000	UT 080000	VA 080000
				VT 080000	WA 080000	WI 080000	WV 080000
				WY 080000	AB 036281	BC 036281	MB 036281
				NB 036281	NL 036281	NS 036281	ON 036281
				PE 036281	QC 04 AXL	SK 036281	** *****
				** *****	** *****	** *****	** *****
				** *****	** *****	** *****	** *****

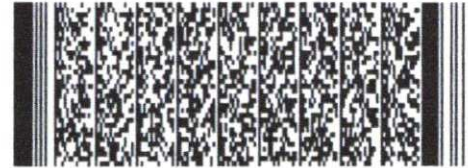
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000004297

Motor Carrier Responsible for Safety

USDOT Number: 3274175

PIPOS TRUCKING LLC  
72 RIDGE RD  
RAHWAY, NJ 07065



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*R*



New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

EXPIRES: 07/31/2026

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

PLATE NUMBER: AZ546X

UNIT NO. 28	YEAR 2024	MAKE PET	ACCOUNT NUMBER NJ-64181
VEHICLE IDENTIFICATION NUMBER 1NPCX4TX9RD666944		FLEET NO. 002	SUPP. NO. 0000
REG. CODE 11	TYPE TT		AXLES 4
GROSS WEIGHT 80000		FUEL D	REGISTRATION DATE 08/01/2025
DESCRIPTION COMMERCIAL TRACTOR		TRANS ID # IU202664181002000	
OWNER PIPOS TRUCKING LLC			

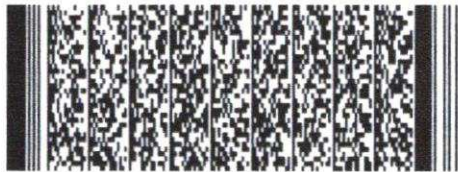
NJ 080000	AL 080000	AR 080000	AZ 080000
CA 080000	CO 080000	CT 080000	DC 080000
DE 080000	FL 080000	GA 080000	IA 080000
ID 080000	IL 080000	IN 080000	KS 080000
KY 080000	LA 080000	MA 080000	MD 080000
ME 080000	MI 080000	MN 080000	MO 080000
MS 080000	MT 080000	NC 080000	ND 080000
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TN 080000	TX 080000	UT 080000	VA 080000
VT 080000	WA 080000	WI 080000	WV 080000
WY 080000	AB 036281	BC 036281	MB 036281
NB 036281	NL 036281	NS 036281	ON 036281
PE 036281	QC 07 AXL	SK 036281	** **
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000004298

REGISTRANT  
PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

Motor Carrier Responsible for Safety  
USDOT Number: 3274175  
PIPOS TRUCKING LLC  
72 RIDGE RD  
RAHWAY, NJ 07065



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*R*



New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

EXPIRES: 07/31/2026

**NEW JERSEY APPORTIONED CAB CARD**  
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PLATE NUMBER: **AZ362R**

UNIT NO. <b>06</b>		YEAR <b>2023</b>		MAKE <b>PET</b>		ACCOUNT NUMBER <b>NJ-64181</b>	
VEHICLE IDENTIFICATION NUMBER <b>1NPCXPTX0PD850149</b>				FLEET NO. <b>002</b>		SUPP. NO. <b>0000</b>	
REG. CODE <b>11</b>		TYPE <b>TK</b>		AXLES <b>4</b>		GROSS WEIGHT <b>80000</b>	
FUEL <b>D</b>		REGISTRATION DATE <b>08/01/2025</b>		DESCRIPTION <b>COMMERCIAL TRUCK</b>		TRANS ID # <b>IU202664181002000</b>	
OWNER <b>TRANS LEASE INC</b>							

NJ 080000	AL 080000	AR 080000	AZ 080000
CA 080000	CO 080000	CT 080000	DC 080000
DE 080000	FL 080000	GA 080000	IA 080000
ID 080000	IL 080000	IN 080000	KS 080000
KY 080000	LA 080000	MA 080000	MD 080000
ME 080000	MI 080000	MN 080000	MO 080000
MS 080000	MT 080000	NC 080000	ND 080000
NE 080000	NH 080000	NM 080000	NV 080000
NY 080000	OH 080000	OK 080000	OR 080000
PA 080000	RI 080000	SC 080000	SD 080000
TN 080000	TX 080000	UT 080000	VA 080000
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PE 036281	QC 04 AXL	SK 036281	** *****
** *****	** *****	** *****	** *****
** *****	** *****	** *****	** *****

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0000004299

REGISTRANT  
**PIPO'S TRUCKING LLC**  
72 RIDGE ROAD  
RAHWAY, NJ 07065

Motor Carrier Responsible for Safety  
USDOT Number: 3274175  
**PIPOS TRUCKING LLC**  
72 RIDGE RD  
RAHWAY, NJ 07065



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EXPIRES: 06/30/2026

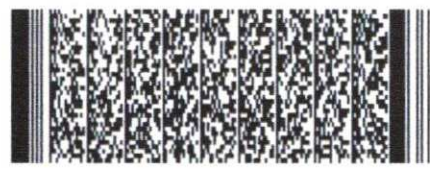
**NEW JERSEY APPORTIONED CAB CARD**  
KEEP THIS CERTIFICATE IN YOUR VEHICLE

PLATE NUMBER: AX917D

UNIT NO. 03	YEAR 2021	MAKE PET	ACCOUNT NUMBER NJ-64181			NJ 080000	AL 080000	AR 080000	AZ 080000
VEHICLE IDENTIFICATION NUMBER 1NPCX4EX9MD701651		FLEET NO. 004	SUPP. NO. 0000	REG. CODE 11		CA 080000	CO 080000	CT 080000	DC 080000
TYPE TK	AXLES 4	GROSS WEIGHT 80000	FUEL D	REGISTRATION DATE 07/01/2025		DE 080000	FL 080000	GA 080000	IA 080000
DESCRIPTION COMMERCIAL TRUCK		TRANS ID # IU202664181004000			ID 080000	IL 080000	IN 080000	KS 080000	LA 080000
OWNER TRANS LEASE INC					ME 080000	MI 080000	MN 080000	MO 080000	MA 080000
REGISTRANT PIPO'S TRUCKING LLC 72 RIDGE ROAD RAHWAY, NJ 07065					MS 080000	MT 080000	NC 080000	ND 080000	MD 080000
					NE 080000	NH 080000	NM 080000	NV 080000	MA 080000
					NY 080000	OH 080000	OK 080000	OR 080000	MI 080000
					PA 080000	RI 080000	SC 080000	SD 080000	MA 080000
					TN 080000	TX 080000	UT 080000	VA 080000	MA 080000
					VT 080000	WA 080000	WI 080000	WV 080000	MA 080000
					WY 080000	AB 036281	BC 036281	MB 036281	MA 080000
					NB 036281	NL 036281	NS 036281	ON 036281	MA 080000
					PE 036281	QC 04 AXL	SK 036281	** ** ** ** *	MA 080000
					** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *	MA 080000
					** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *	MA 080000
THE VEHICLE DESCRIBED HEREIN HAS BEEN PROPORTIONALLY REGISTERED BETWEEN THE STATE OF NEW JERSEY AND THE ABOVE JURISDICTIONS.									

000004465

Motor Carrier Responsible for Safety  
**USDOT Number: 3274175**  
**PIPOS TRUCKING LLC**  
72 RIDGE RD  
RAHWAY, NJ 07065



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New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

EXPIRES:

06/30/2026

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

PLATE  
NUMBER:

AY847K

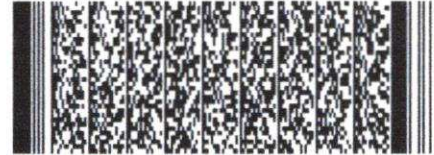
UNIT NO. 08	YEAR 2024	MAKE PTR	ACCOUNT NUMBER NJ-64181		NJ 080000	AL 080000	AR 080000	AZ 080000		
VEHICLE IDENTIFICATION NUMBER 1NPCX4EX0RD899527				FLEET NO. 004	SUPP. NO. 0000	REG. CODE 11	CA 080000	CO 080000	CT 080000	DC 080000
TYPE TK	AXLES 4	GROSS WEIGHT 80000	FUEL D	REGISTRATION DATE 07/01/2025		DE 080000	FL 080000	GA 080000	IA 080000	IN 080000
		DESCRIPTION COMMERCIAL TRUCK	TRANS ID # IU202664181004000			KS 080000	LA 080000	MA 080000	MD 080000	MI 080000
OWNER TRANS LEASE INC					MS 080000	MT 080000	NC 080000	ND 080000	NE 080000	NH 080000
REGISTRANT PIPO'S TRUCKING LLC 72 RIDGE ROAD RAHWAY, NJ 07065					NY 080000	OH 080000	OK 080000	OR 080000	PA 080000	RI 080000
					TN 080000	TX 080000	UT 080000	VA 080000	VT 080000	WA 080000
					WY 080000	AB 036281	BC 036281	MB 036281	NB 036281	NL 036281
					NS 036281	ON 036281	QC 04 AXL	SK 036281	PE 036281	QC 04 AXL
					** *****	** *****	** *****	** *****	** *****	** *****
					** *****	** *****	** *****	** *****	** *****	** *****
					** *****	** *****	** *****	** *****	** *****	** *****
THE VEHICLE DESCRIBED HEREIN HAS BEEN PROPORTIONALLY REGISTERED BETWEEN THE STATE OF NEW JERSEY AND THE ABOVE JURISDICTIONS.										

000004466

Motor Carrier Responsible for Safety

USDOT Number: 3274175

PIPOS TRUCKING LLC  
72 RIDGE RD  
RAHWAY, NJ 07065



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

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

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

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



New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

EXPIRES:

06/30/2026

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

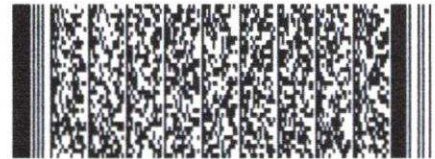
AZ815G

UNIT NO. 007	YEAR 2023	MAKE PET	ACCOUNT NUMBER NJ-64181		NJ 080000	AL 080000	AR 080000	AZ 080000		
VEHICLE IDENTIFICATION NUMBER 1NPCX4EX5PD812248				FLEET NO. 004	SUPP. NO. 0000	REG. CODE 11	CA 080000	CO 080000	CT 080000	DC 080000
TYPE TK	AXLES 4	GROSS WEIGHT 80000	FUEL D	REGISTRATION DATE 07/01/2025		DE 080000	FL 080000	GA 080000	IA 080000	IL 080000
		DESCRIPTION COMMERCIAL TRUCK	TRANS ID # IU202664181004000			ID 080000	IN 080000	KS 080000	LA 080000	MA 080000
OWNER PIPOS TRUCKING LLC					ME 080000	MI 080000	MN 080000	MO 080000	MS 080000	MT 080000
REGISTRANT PIPO'S TRUCKING LLC 72 RIDGE ROAD RAHWAY, NJ 07065					NC 080000	ND 080000	NE 080000	NH 080000	NM 080000	NV 080000
					NY 080000	OH 080000	OK 080000	OR 080000	PA 080000	RI 080000
					SC 080000	SD 080000	TN 080000	TX 080000	UT 080000	VA 080000
					VT 080000	WA 080000	WI 080000	WV 080000	WY 080000	AB 036281
					BC 036281	MB 036281	NB 036281	NL 036281	NS 036281	ON 036281
					PE 036281	QC 04 AXL	SK 036281	** ** ** ** *	** ** ** ** *	** ** ** ** *
					** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *
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					THE VEHICLE DESCRIBED HEREIN HAS BEEN PROPORTIONALLY REGISTERED BETWEEN THE STATE OF NEW JERSEY AND THE ABOVE JURISDICTIONS.					

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Motor Carrier Responsible for Safety

USDOT Number: 3274175

**PIPOS TRUCKING LLC**  
 72 RIDGE RD  
 RAHWAY, NJ 07065


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New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator

EXPIRES: 06/30/2026

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

PLATE NUMBER: AZ816G

UNIT NO. 07	YEAR 2023	MAKE PET	ACCOUNT NUMBER NJ-64181		NJ 080000	AL 080000	AR 080000	AZ 080000	
VEHICLE IDENTIFICATION NUMBER 1NPCXPTX5PD850146			FLEET NO. 004	SUPP. NO. 0000	REG. CODE 11	CA 080000	CO 080000	CT 080000	DC 080000
TYPE TK	AXLES 4	GROSS WEIGHT 80000	FUEL D	REGISTRATION DATE 07/01/2025		DE 080000	FL 080000	GA 080000	IA 080000
DESCRIPTION COMMERCIAL TRUCK			TRANS ID # IU202664181004000		ID 080000	IL 080000	IN 080000	KS 080000	LA 080000
OWNER PIPOS TRUCKING LLC					ME 080000	MI 080000	MN 080000	MO 080000	MA 080000
REGISTRANT PIPO'S TRUCKING LLC 72 RIDGE ROAD RAHWAY, NJ 07065					MS 080000	MT 080000	NC 080000	ND 080000	NE 080000
					NY 080000	NH 080000	NM 080000	NV 080000	OH 080000
					PA 080000	RI 080000	SC 080000	SD 080000	RI 080000
					TN 080000	TX 080000	UT 080000	VA 080000	TN 080000
					VT 080000	WA 080000	WI 080000	WV 080000	WA 080000
					WY 080000	AB 036281	BC 036281	MB 036281	WY 080000
					NB 036281	NL 036281	NS 036281	ON 036281	NB 036281
					PE 036281	QC 04 AXL	SK 036281	** ** ** ** *	PE 036281
					** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *
					** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *	** ** ** ** *

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

0000004464

Motor Carrier Responsible for Safety  
**USDOT Number: 3274175**  
**PIPOS TRUCKING LLC**  
72 RIDGE RD  
RAHWAY, NJ 07065



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New Jersey Motor Vehicle Commission  
Acting Chair and Chief Administrator



## SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
  - 1). Reflectors and/or flares
  - 2). Fire extinguisher
  - 3). First aid kit
  - 4). Heavy-duty gloves, hard hat
  - 5). Flashlight
  - 6).
- (2) All loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
  - 1).
  - 2).
- (4) If there is an accident or other emergency which causes a portion of the load to be spilled, the driver, if uninjured, will contact the following designated company coordinator:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- (5) The designated coordinator will contact the state and municipal authorities where the accident occurred. If the accident or spill has the potential to cause environmental damage, (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid) the person contacted will notify the state emergency response team, by calling one of the following numbers:  
**Delaware: 911, (302) 739-9401 or 1-800-662-8802** (*Other numbers may be listed as follows, however, the listed Delaware numbers **must** be included in the spill control plan.*)  
Maryland:  
New Jersey:
- (6) The designated coordinator will contract for clean-up services with another company. (*This is optional, however, if another company is to be contracted, please append a list of cleanup companies by either region or state.*)
- (7) This plan will be carried in all vehicles, along with the permit.

# PIPOS TRUCKING LLC

## Operator List

NAME	LAST NAME	DOB	LICENSE N°	STATE OF ISSUE

# PIPOS TRUCKING LLC

72 Ridge Road  
Rahway, New Jersey 07065  
(551) 482-9954


To Whom It May Concern:

I certify that my name is Oscar Hernandez Melian and my date of birth is [REDACTED]  
I have been the sole owner of Pupos Trucking LLC since February 20, 2019, located at:

[REDACTED]

If you have any questions, please do not hesitate to contact me at cell phone at (551) 482-9954.

Thank you.



---

Oscar Hernandez Melian, Owner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2026

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).

<b>PRODUCER</b> Velocity Insurance 4514 Bergen Tpke  North Bergen NJ 07047		<b>CONTACT NAME:</b> Aileen Ogaldez <b>PHONE (A/C, No, Ext):</b> 201-866-8807 <b>FAX (A/C, No):</b> 201-617-1714 <b>E-MAIL ADDRESS:</b> csr@velocityins.net															
<b>INSURED</b> Pupos Trucking LLC 72 RIDGE ROAD  RAHWAY NJ 07065		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American Millennium Insurance Company</td> <td>26140</td> </tr> <tr> <td>INSURER B: United States Liability Insurance</td> <td>25895</td> </tr> <tr> <td>INSURER C: Berkshire Hathaway Company</td> <td>42390</td> </tr> <tr> <td>INSURER D: Bell &amp; Clements Limited</td> <td>52421</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: American Millennium Insurance Company	26140	INSURER B: United States Liability Insurance	25895	INSURER C: Berkshire Hathaway Company	42390	INSURER D: Bell & Clements Limited	52421	INSURER E:		INSURER F:	
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INSURER C: Berkshire Hathaway Company	42390																
INSURER D: Bell & Clements Limited	52421																
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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		CL1979057C	05/18/2026	05/18/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CAL13084-03	11/06/2025	11/06/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		XL 1627451C	05/18/2026	05/18/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	N9WC707753	05/20/2026	05/20/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PHYSICAL DAMAGE</b>	X		JAML23566	05/15/2026	05/15/2027	DEDUCTIBLE \$2,500	

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

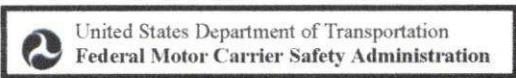
**CERTIFICATE HOLDER****CANCELLATION**

Delaware Department of Natural Resources and Environmental Control Compliance and Permitting Section 89 Kings Highway Dover, DE 19901	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 <i>Aileen Ogaldez</i>
--	--

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USDOT Number: 3274175 Date Received: 05/15/2023

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.



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 PIPOS TRUCKING LLC. of NJ (Motor Carrier name) (Motor Carrier state or province)

Dated at 11/06/2025 on this day of

Amending Policy Number: CAL13084-03 Effective Date: 11/06/2025

Name of Insurance Company: American Millennium Insurance Company

Countersigned by: [Signature] (authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by for the limits shown (check only one): [X] This insurance is primary and the company shall not be liable for amounts in excess of \$ 750,000 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: 973-628-6060.

Cancellation of this endorsement may be effected by the company of 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).

(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.

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,

**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.

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)


<b>SCHEDULE OF LIMITS — PUBLIC LIABILITY</b>
--

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 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 10,000 or more pounds).	Hazardous substances, as defined in <b>49 CFR 171.8</b> , 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 <b>49 CFR 173.403</b> .	\$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 10,000 or more pounds).	Oil listed in <b>49 CFR 172.101</b> ; hazardous waste, hazardous materials, and hazardous substances defined in <b>49 CFR 171.8</b> and listed in <b>49 CFR 172.101</b> , 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 10,000 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 <b>49 CFR 173.403</b> .	\$5,000,000

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

**IN WITNESS WHEREOF**, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding unless countersigned on the Declaration Page by a duly authorized agent of the Company.

  
\_\_\_\_\_  
Gary L. Hall                      President

  
\_\_\_\_\_  
Jack Ignatowitz                      Secretary

**PIPOS TRUCKING LLC**

**PA DEP PERMIT**



April 22, 2025

OSCAR HERNANDEZ  
PIPO'S TRUCKING, LLC  
72 RIDGE RD  
RAHWAY NJ 07065-2822

Re: **Web Based Act 90 Authorization Submission, WH19995**

Dear Waste Hauler:

Waste Haulers have the ability to submit New, Renewal and Addendum Authorization forms for the Act 90 Waste Transportation Safety Program by accessing the Internet through <https://greenport.pa.gov>. The web-based application enables haulers to start, save, submit and electronically pay for Act 90 Authorizations, as well as maintain a history of submitted information.

In order to access the web-based application, you will need to:

1. REGISTER: Log on to DEP's Greenport at <https://greenport.pa.gov> to register for a user name and password. A username and password combination is unique to each individual utilizing the web-based application and is not to be shared or provided to others.
2. Once registered log back on to DEP's Greenport and click the 'Request Access' button.
3. Click on 'Enroll' on the Waste Transportation Safety Program to add the application to your portal information page.
4. Click on the WTSP link to begin working with the web-based application.
5. Enclosed is a PIN. PIN's are associated to a specific hauler so that you can access saved and historic information. The unique hauler PIN can be provided to those associated to the hauler that will be submitting web-based authorizations using their own unique user name and password.

Please keep your username, password and PIN in a safe place. If you forget or lose your PIN, a new PIN will need to be generated and mailed to you. The assigned name associated with your Waste Hauler identification number (**WH19995**) is "PIPO'S TRUCKING, LLC". It is very important that you use only this name on any correspondence with the Waste Transportation Safety Program. The use of any other name will cause a delay in processing.

Please be advised that DEP and the Pennsylvania State Police conduct inspections of Waste Transportation vehicles. Violations discovered during these inspections could result in penalties and/or suspensions of Waste Hauler authorizations.

Sincerely,

A handwritten signature in black ink that reads "Andrew Kinney".

Andrew Kinney  
Solid Waste Program Specialist  
Division of Reporting and Fee Collection

**PIPOS TRUCKING LLC**

**NY PART 364 PERMIT**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**  
**WASTE TRANSPORTER PERMIT NO. NJ-1199**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

**PERMIT TYPE:**

- NEW  
 RENEWAL  
 MODIFICATION

CONTACT NAME: OSCAR HERNANDEZ MELIAN  
COUNTY: OUT OF STATE  
TELEPHONE NO: (551)482-9954

EFFECTIVE DATE: 10/25/2025  
EXPIRATION DATE: 08/25/2026  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:**

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
110 Sand Company Clean Fill Disposal Site	Melville , NY	Non-Hazardous Industrial/Commercial	
ATLANTIC COUNTY UTILITIES AUTHORITY	EGG HARBOR , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
BAYSHORE SOIL MANAGEMENT, LLC	KEASBEY , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
BETHLEHEM EARTH, LP	BETHLEHEM , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
BETHLEHEM LANDFILL	BETHLEHEM , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX	FLORENCE , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CAPITAL DEVELOPMENT	E. BANGOR , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CLEAN EARTH - BETHLEHEM	BETHLEHEM , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CLEAN EARTH OF CARTERET	CARTERET , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CLEAN EARTH OF MARYLAND	HAGERSTOWN , MD	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CLEAN EARTH OF NEW CASTLE, INC.	NEW CASTLE , DE	Non-Hazardous Industrial/Commercial	

\*\*\* AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) \*\*\*

**NOTE:** By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the Environmental Conservation Law, all applicable regulations, and the General Conditions printed on the back of this page.

ADDRESS:

New York State Department of Environmental Conservation  
Division of Materials Management - Waste Transporter Program  
625 Broadway, 9th Floor  
Albany, NY 12233-7251

AUTHORIZED SIGNATURE: Laura Stevens Digitally signed by Laura Stevens  
Date: 2025.10.23 13:45:22 -04'00' Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# WASTE TRANSPORTER PERMIT

## GENERAL CONDITIONS

The permittee must:

1. Carry a copy of this waste transporter permit in each vehicle to transport waste. Failure to produce a copy of the permit upon request is a violation of the permit.
2. Display the full name of the transporter on both sides of each vehicle and display the waste transporter permit number on both sides and rear of each vehicle containing waste. The displayed name and permit number must be in characters at least three inches high and of a color that contrasts sharply with the background.
3. Transport waste only in authorized vehicles. An authorized vehicle is one that is listed on this permit.
4. Submit to the Department a modification application for additions/deletions to the authorized fleet of vehicles. The permittee must wait for a modified permit before operating the vehicles identified in the modification application.
5. Submit to the Department a modification application to add a new waste category or a new destination facility, or to change the current waste or destination facility category. The permittee must wait for a modified permit before transporting new waste types or transporting to new destination facilities.
6. Submit to the Department a modification application for change of address or company name.
7. Comply with requirements for placarding and packaging as set forth in New York State Transportation Law as well as any applicable federal rules and regulations.
8. Contain all wastes in the vehicle so there is no leaking, blowing, or other discharge of waste.
9. Use vehicles to transport only materials not intended for human or animal consumption unless the vehicle is properly cleaned.
10. Comply with requirements for manifesting hazardous waste, regulated medical waste, or low-level radioactive waste as set forth in the New York State Environmental Conservation Law and the implementing regulations. Transporters who provide a pre-printed manifest to a generator/shipper/offeror of regulated waste shall ensure that all information is correct and clearly legible on all copies of the manifest.
11. Deliver waste only to transfer, storage, treatment and disposal facilities authorized to accept such waste. Permittee must demonstrate that facilities are so authorized if requested to do so.
12. Maintain liability insurance as required by New York State Environmental Conservation Law.
13. Maintain records of the amount of each waste type transported to each destination facility on a calendar-year basis. The transporter is obligated to provide a report of this information to the Department at the time of permit renewal, or to any law enforcement officer, if requested to do so.
14. Pay regulatory fees on an annual basis. Non-payment may be cause for revocation or suspension of permit.
15. This permit is not transferrable. A change of ownership will invalidate this permit.
16. This permit does not relieve the permittee from the obligation to obtain any other approvals or permits, or from complying with any other applicable federal, state, or local requirement.
17. Renewal applications must be submitted no less than 30 days prior to the expiration date of the permit to:

New York State Department of Environmental Conservation  
Division of Materials Management, Waste Transporter Program  
625 Broadway, 9th Floor  
Albany, NY 12233-7251

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**  
**WASTE TRANSPORTER PERMIT NO. NJ-1199**

Pursuant to Article 27 ,Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

**PERMIT TYPE:**

- NEW  
 RENEWAL  
 MODIFICATION

CONTACT NAME: OSCAR HERNANDEZ MELIAN  
COUNTY: OUT OF STATE  
TELEPHONE NO: (551)482-9954

EFFECTIVE DATE: 10/25/2025  
EXPIRATION DATE: 08/25/2026  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:** (Continued)

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
CLEAN EARTH OF NEW CASTLE, INC.	NEW CASTLE , DE	Petroleum Contaminated Soil	
CLEAN EARTH OF NORTH JERSEY	KEARNY , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CLEAN EARTH OF PHILADELPHIA	PHILADELPHIA , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CLEAN EARTH OF SOUTHEAST PENNSYLVANIA	MORRISVILLE , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
COMMONWEALTH ENVIRONMENTAL SYSTEMS, LP	HEGINS , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CONESTOGA LANDFILL	MORGANTOWN , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
COPLAY AGGREGATES	WHITEHALL , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY	MILLVILLE , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CUMBERLAND COUNTY LANDFILL (PA DEP 100945)	SHIPPENSBURG , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
CYCLE CHEM (NJ)	ELIZABETH , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Dale Transfer Corp	West Babylon , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
DOREMUS AVE SITE PREP & EARTHWORK	NEWARK , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
DTA ALLIANCE LLC	PALMERTON , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
EARTH EFFICIENT BTL	POCONO SUMMIT , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
EARTH EFFICIENT HARMONY (PLANT #1 BELVIDERE RD)	PHILLIPSBURG , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
EARTH EFFICIENT HARMONY (PLANT #2 FOUL RIFT)	BELVIDERE , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
EARTH EFFICIENT MSM LLC	EAST STROUDSBURG , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Empire Seneca	Waterloo , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	

\*\*\* AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) \*\*\*

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**  
**WASTE TRANSPORTER PERMIT NO. NJ-1199**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364.

**PERMIT ISSUED TO:**

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

**PERMIT TYPE:**

- NEW  
 RENEWAL  
 MODIFICATION

CONTACT NAME: OSCAR HERNANDEZ MELIAN  
COUNTY: OUT OF STATE  
TELEPHONE NO: (551)482-9954

EFFECTIVE DATE: 10/25/2025  
EXPIRATION DATE: 08/25/2026  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:** (Continued)

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
ENVIRONMENTAL & RECYCLING SERVICES, INC.	TAYLOR , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
ESMI of New York	Fort Edward , NY	Non-Hazardous Industrial/Commercial	
Evergreen Recycling of Corona (Willets Point Blvd)	Corona , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
FAIRLESS LANDFILL (PA DEP 101699)	MORRISVILLE , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Sludge from Sewage or Water Supply Treatment Plant	
FRATTARELLI BROS TOPSOIL OPERATION	CARLSTADT , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
FREEMANSBURG RESTORATION FACILITY	FREEMANSBURG , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
GERDAU AMERISTEEL PERTH AMBOY MILL/ANACONDA COOPER SITE	PERTH AMBOY , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
GRAND CENTRAL SANITARY LANDFILL	PEN ARGYL , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
GREENVIEW	STROUDSBURG , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
GRIFFIN PIPE PRODUCTION CO.	FLORENCE , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
GROWS LANDFILL (PA DEP 100148)	MORRISVILLE , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Hakes C&D Disposal Inc	Painted Post , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
HARLEYSVILLE MATERIALS QUARRY	HARLEYSVILLE , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
HAZLETON CREEK PROPERTIES, LLC	HAZLETON , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
HOFFMAN GRIFFETT MINE RECLAMATION BELVIDERE FACILITY	HAZLETON , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Hunters Point Recycling Inc	Long Island City , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	

\*\*\* AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) \*\*\*

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**  
**WASTE TRANSPORTER PERMIT NO. NJ-1199**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 384

**PERMIT ISSUED TO:**

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

**PERMIT TYPE:**

- NEW  
 RENEWAL  
 MODIFICATION

CONTACT NAME: OSCAR HERNANDEZ MELIAN  
COUNTY: OUT OF STATE  
TELEPHONE NO: (551)482-9954

EFFECTIVE DATE: 10/25/2025  
EXPIRATION DATE: 08/25/2026  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:** (Continued)

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
IMPACT RECOVERY AND REUSE CENTER	LYNDHURST , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
JERC PARTNERS VII/LLC	EDISON , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
KEEGAN LANDFILL (HMDC) CLOSED DO NOT ADD	KEARNEY , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
KEYSTONE SANITARY LANDFILL	DUNMORE , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
KINGSLAND LANDFILL CLOSURE PROJECT	LYNDHURST , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
KSR CORP. DEVELOPMENT PROJECT	KEARNY , NJ	Non-Hazardous Industrial/Commercial	
LYNDHURST LANDFILL	LYNDHURST , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
MALANKA (MALL) LANDFILL	SECAUCUS , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
MIDDLESEX COUNTY UTILITY AUTHORITY	SAYREVILLE , NJ	Non-Hazardous Industrial/Commercial	
NATURES CHOICE	NORTH ARLINGTON , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
New York Recycling LLC	Bronx , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
NJ ZINC FACILITY - PHASE 3	PALMERTON , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Ontario County Sanitary Landfill	Stanley , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
OVERPECK PARK LANDFILL AREA IV	PALISADES PARK , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
P PARK NORTH LLC	PROSPECT PARK , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Patriot Recycling Inc.	Oceanside , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Pebble Lane Associates LLC	Maspeth , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	

\*\*\* AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) \*\*\*

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**  
**WASTE TRANSPORTER PERMIT NO. NJ-1199**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

**PERMIT TYPE:**

- NEW  
 RENEWAL  
 MODIFICATION

CONTACT NAME: OSCAR HERNANDEZ MELIAN  
COUNTY: OUT OF STATE  
TELEPHONE NO: (551)482-9954

EFFECTIVE DATE: 10/25/2025  
EXPIRATION DATE: 08/25/2026  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:** (Continued)

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
PHASE III ENVIRONMENTAL	PALMERTON , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
PORTLAND GENERATING STATION	MOUNT BETHEL , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Posillico Materials	Farmingdale , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
PURE EARTH (MID ATLANTIC) RECYCLING TECH	VINELAND , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
PURE EARTH RECYCLING	VINELAND , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
PURE SOIL @ PERTH AMBOY	PERTH AMBOY , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
PURE SOIL TECHNOLOGIES	JACKSON , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
REPUBLIC ENVIRONMENTAL SYSTEMS (PA) INC.	HATFIELD , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
Richmond Recycling LLC	Staten Island , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
RIVER FRONT RECYCLING & AGGREGATE, LLC	CAMDEN , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
RODOTA FILL SITE	BELVIDERE , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
SOIL SAFE, INC.	LOGAN TOWNSHIP , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
SOIL SAFE-METRO 12	CARTERET , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
STRAVOLA BBQ	BOUND BROOK , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
TETERBORO LANDING	TETERBORO , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
TREMLEY POINT DISPOSAL SITE	LINDEN , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	

\*\*\* AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) \*\*\*

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**  
**WASTE TRANSPORTER PERMIT NO. NJ-1199**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

**PERMIT TYPE:**

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CONTACT NAME: OSCAR HERNANDEZ MELIAN  
COUNTY: OUT OF STATE  
TELEPHONE NO: (551)482-9954

EFFECTIVE DATE: 10/25/2025  
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US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:** (Continued)

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
TULLYTOWN RESOURCE RECOVERY FACILITY (PA DEP 101494)	TULLYTOWN , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
VALLEY INDUSTRIAL PROPERTIES	EAST BANGOR , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
WASTE MANAGEMENT DRPI LANDFILL	NEW CASTLE , DE	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
WESTERN BERKS LANDFILL	BIRDSBORO , PA	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
WESTSIDE TRANSLOAD LLC	NORTH BERGEN , NJ	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
WMNY Varick 1 Transfer Station	Brooklyn , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil	
XRDS RECYCLING LLC	WAYNE , NJ	Non-Hazardous Industrial/Commercial	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**  
**WASTE TRANSPORTER PERMIT NO. NJ-1199**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

PIPO'S TRUCKING LLC  
72 RIDGE ROAD  
RAHWAY, NJ 07065

**PERMIT TYPE:**

- NEW  
 RENEWAL  
 MODIFICATION

CONTACT NAME: OSCAR HERNANDEZ MELIAN  
COUNTY: OUT OF STATE  
TELEPHONE NO: (551)482-9954

EFFECTIVE DATE: 10/25/2025  
EXPIRATION DATE: **08/25/2026**  
US EPA ID NUMBER:

**AUTHORIZED VEHICLES:**

The Permittee is Authorized to Operate the Following Vehicles to Transport Waste:

(Vehicles enclosed in <>'s are authorized to haul Residential Raw Sewage and/or Septage only)

9 (Nine) Permitted Vehicle(s)

NJ AX917D  
NJ AY847K  
NJ AZ221M  
NJ AZ362R  
NJ AZ546X  
NJ AZ663P  
NJ AZ813G  
NJ AZ815G  
NJ AZ816G  
End of List

# **DRIVER TRAINING & COMPLIANCE PROGRAM**

Multi-State Solid Waste Transportation Operations

Company Name: Pipos Trucking LLC

Safety Officer / Manager Oscar Hernandez Melian (551) 482-9954

Emergency Contact: Oscar Hernandez Melian (551) 482-9954

## **1. Purpose**

This Driver Training Program establishes standardized policies, procedures, and operational requirements to ensure that all drivers perform their duties in a **safe, compliant, and professional manner** while transporting **solid waste, construction and demolition debris, recyclables, and other regulated materials**.

This program is designed to promote **public safety, environmental protection, and regulatory compliance** across all jurisdictions in which the company operates.

## **Regulatory Framework**

This program is developed in accordance with applicable **federal, state, and local regulations**, including but not limited to:

- **Federal Motor Carrier Safety Administration (FMCSA)** – 49 CFR Parts 382 and 390–399
- **Occupational Safety and Health Administration (OSHA)** – Workplace safety and PPE standards
- **Delaware Department of Natural Resources and Environmental Control (DNREC) / Delaware Solid Waste Authority (DSWA)**
- **New Jersey Department of Environmental Protection (NJDEP)** – A-901 Solid Waste Licensing Program
- **New York City Business Integrity Commission (BIC) and New York State Department of Environmental Conservation (NYSDEC)** – 6 NYCRR Part 364
- **Pennsylvania Department of Environmental Protection (PA DEP)** – Municipal and Residual Waste Regulations

## **Program Objective**

The objective of this program is to:

- Ensure safe and compliant transportation operations
- Prevent spills, accidents, and environmental violations
- Maintain adherence to all applicable regulatory requirements
- Establish consistent driver training and operational standards

## 2. Personal Protective Equipment (PPE) Requirements

Drivers are required to wear appropriate **Personal Protective Equipment (PPE)** at all times while operating within:

- Loading sites
- Transfer stations
- Landfills and disposal facilities

### Minimum Required PPE

The following PPE must be worn, at a minimum:

- **High-visibility safety vest** (ANSI-compliant)
- **Hard hat**, where required by site or operational conditions
- **Safety glasses or protective goggles**
- **Work boots** (steel-toe or safety-toe recommended/required per site rules)
- **Protective gloves** appropriate for the task being performed

### Compliance Requirements

- PPE must be **worn at all times** when outside the vehicle in designated operational areas
- Drivers must ensure PPE is **in good condition and properly maintained**
- Additional PPE may be required based on:
  - Site-specific rules
  - Material type
  - Task hazards

### Enforcement

Failure to comply with PPE requirements may result in:

- Immediate removal from the worksite or facility
- Disciplinary action in accordance with company policy

## 3. Pre-Loading Safety Requirements

Prior to loading any material, drivers must conduct a thorough inspection to ensure the vehicle and container are in **safe, compliant, and ready-to-operate condition**.

Drivers are required to:

- **Inspect the vehicle and container** to verify:
  - All doors, latches, and locking mechanisms are **properly closed, secured, and fully engaged**
  - No **structural defects, damage, or mechanical issues** are present that could compromise containment or safe operation

- Ensure the container is **clean and free of loose debris**, including material on edges or surfaces that could fall during transport and create roadway hazards or environmental violations
- **Verify the vehicle is in safe operating condition**, including but not limited to:
  - Brakes, lights, and tires
  - Hydraulic and containment systems
  - Absence of leaks or visible defects

### Compliance Requirement

No vehicle shall be loaded or operated if any condition exists that may:

- Compromise safety
- Result in material release or spillage
- Violate applicable regulatory requirements

All deficiencies must be **reported immediately** and corrected prior to loading or departure.

## 4. Load Management and Securement Requirements

Drivers are responsible for ensuring that all loads are **properly managed, secured, and contained** to prevent accidents, spillage, and regulatory violations during transport.

Drivers must ensure:

- Loads **do not exceed the container's rated capacity or height limits**, and are maintained within safe and legal dimensions
- Material is **evenly distributed** within the container to maintain vehicle stability and reduce the risk of shifting loads, imbalance, or rollover
- All loose debris is **removed from container edges, doors, and surrounding surfaces** prior to departure to prevent discharge onto roadways
- The area around tires and undercarriage is **clear of debris or obstructions** that could cause tire damage, blowouts, or unsafe operating conditions
- All loads are **properly enclosed, covered, or secured with a tarp or containment system** to prevent the release, spillage, or escape of material during transport

### Compliance Requirement

All cargo securement practices must comply with applicable regulations, including **FMCSA 49 CFR Part 393 (Cargo Securement)** and state environmental requirements.

Failure to properly secure or contain a load may result in:

- Regulatory violations and fines
- Vehicle being placed out of service
- Disciplinary action

## 5. Tarping Requirements

Drivers are responsible for ensuring that all loads are properly covered and secured to prevent the escape, release, or discharge of material during transport.

Drivers must:

- Ensure tarps are **fully secured on all sides, corners, and attachment points**, with no gaps or loose sections
- Verify that **no material is exposed, loose, or capable of becoming airborne** during transport
- **Inspect tarp condition and integrity** prior to departure from any loading site, landfill, or transfer station, including checking for:
  - Tears or damage
  - Proper tension and securement
  - Full coverage of the load

## Compliance Requirement

- All loads must be **covered, enclosed, or otherwise secured** in accordance with applicable federal and state regulations, including **FMCSA cargo securement rules and environmental transport standards**
- Drivers must re-check tarp securement:
  - After loading
  - During transit, if necessary
  - Prior to entering public roadways

## Enforcement

Failure to properly tarp or secure a load may result in:

- Regulatory violations and fines
- Removal from service by enforcement agencies
- Disciplinary action by the company

## 6. Incident Reporting (Loading / Job Site)

In the event of any incident occurring during loading, unloading, or while operating at a job site, drivers must take immediate and appropriate action to ensure safety and proper documentation.

Drivers are required to:

- **Immediately notify company management or the designated safety/compliance contact** upon occurrence or discovery of any incident
- **Follow all company incident reporting procedures**, including completion of required forms and submission of relevant details

- **Document the incident thoroughly**, including:
  - Photographs of the scene, equipment, and any damage
  - Relevant conditions (location, time, weather, site conditions)
  - Any contributing factors or observations

### **Compliance Requirement**

- All incidents, regardless of severity, must be reported
- Failure to report an incident in a timely manner may result in disciplinary action and potential regulatory consequences

## **7. Site Operations and Safety Compliance**

Drivers must operate in a safe, controlled, and compliant manner at all **landfills, transfer stations, and job sites**, in accordance with site-specific rules and regulatory requirements.

Drivers are required to:

- **Comply with all posted rules, signage, and operational procedures** at landfills, transfer stations, and job sites
- Maintain a **safe following distance** at all times and operate in accordance with established **site traffic patterns, speed limits, and directional flow**
- **Follow all instructions issued by site personnel**, including spotters, scale operators, and safety officers

### **Safety Requirement**

- Drivers must remain alert to **site hazards**, including heavy equipment, uneven surfaces, pedestrian activity, and changing conditions
- Vehicles must be operated at **safe speeds appropriate to site conditions** at all times

### **Compliance Requirement**

Failure to comply with site rules and safety requirements may result in:

- Removal from the facility
- Denial of access to the site
- Regulatory or company disciplinary action
- 

## **8. Distracted Driving Policy**

The company enforces a strict **zero-tolerance policy** regarding distracted driving to ensure the safety of drivers, the public, and company operations.

Drivers are prohibited from:

- **Using handheld mobile devices** while operating a commercial motor vehicle, including:
  - Texting
  - Dialing or holding a phone
  - Using apps or internet functions

### Regulatory Compliance

- All drivers must comply with **FMCSA distracted driving regulations (49 CFR §392.80 and §392.82)**
- Use of mobile devices is only permitted when:
  - The vehicle is safely parked, and
  - The driver is not engaged in active operation of the vehicle

### Enforcement

Violations of this policy may result in:

- Immediate disciplinary action
- Suspension or termination
- FMCSA penalties and CSA violations
- 

### 9. Speed and Safe Driving Requirements

Drivers must operate all vehicles in a **safe, controlled, and responsible manner** at all times, in accordance with applicable traffic laws and company safety policies.

Drivers are required to:

- **Comply with all posted speed limits**, including highways, local roads, construction zones, and restricted areas
- Operate vehicles in a manner that is **safe and appropriate for current conditions**, including traffic, weather, road conditions, and load characteristics
- **Avoid aggressive or unsafe driving behaviors**, including but not limited to:
  - Excessive speeding
  - Rapid acceleration or hard braking
  - Tailgating or unsafe following distance
  - Unsafe lane changes

### Compliance Requirement

Drivers must exercise **defensive driving practices** at all times to prevent accidents and ensure public safety.

Failure to comply with safe driving requirements may result in:

- Disciplinary action
- Suspension or termination

- FMCSA violations and CSA score impacts
- 

## 10. Permit and Documentation Requirements

Drivers are responsible for ensuring that all required **permits, licenses, and regulatory documentation** are properly maintained and available prior to and during operation.

Drivers must ensure that all required documentation is:

- **Present in the vehicle at all times** and readily accessible for inspection by enforcement or regulatory agencies
- **Valid, current, and not expired**, including all applicable permits, registrations, and supporting documents
- **Accurately assigned to the vehicle being operated**, including verification that license plates, VIN (if applicable), and permit details match

### Pre-Dispatch Verification Requirement

Prior to departure, drivers must:

- Review all required documentation for completeness and accuracy
- Confirm that all permits are applicable to the route, jurisdiction, and type of material being transported

### Non-Compliance Procedure

**!** If any required documentation is **missing, invalid, incomplete, or does not match the assigned vehicle**:

➔ The driver must:

- **Immediately notify company management or the compliance department**
- **Refrain from operating the vehicle** until the issue has been corrected and authorization has been provided

### Compliance Requirement

Failure to carry proper documentation may result in:

- Regulatory violations and fines
- Vehicle being placed out of service
- Denial of access to facilities or job sites
- Disciplinary action

## 11. Accident Procedures

In the event of an accident, drivers must take immediate action to ensure safety, proper documentation, and regulatory compliance.

Drivers are required to:

- **Ensure personal safety and contact emergency services (911)** if injuries, hazards, or public safety risks are present
- **Notify company management or the designated safety/compliance contact immediately** upon occurrence of the accident
- **Document the accident scene thoroughly** by taking clear photographs, including:
  - All vehicles involved
  - Vehicle damage
  - License plates
  - Road conditions and surroundings
- **Follow all company accident reporting procedures**, including completion of required forms and submission of all relevant information

### Post-Accident Testing Requirement

Drivers are subject to **mandatory post-accident drug and alcohol testing** in accordance with **FMCSA regulations (49 CFR Part 382)**.

Drivers must:

- Remain readily available for testing
- Comply with all testing requirements within required timeframes

### Compliance Requirement

Failure to follow accident procedures or testing requirements may result in:

- Disciplinary action
- Removal from safety-sensitive duties
- Regulatory violations

## 12. Load Verification Responsibility

Drivers are responsible for verifying that all loads are properly **secured, contained, and compliant** prior to departure and during transport.

Drivers must:

- **Inspect the load prior to departure** to ensure it is properly positioned, balanced, and secured within the container or trailer
- Ensure all cargo is **properly secured and contained** in accordance with applicable regulations, including **FMCSA 49 CFR Part 393 (Cargo Securement)** and state environmental requirements
- **Confirm that no debris, waste, or material is exposed or capable of escaping** during transport, including loose material on container edges, doors, or surrounding areas

### Ongoing Responsibility

- Drivers must **periodically check the load during transit**, especially after stops or changes in road conditions
- Any issue related to load securement or containment must be **corrected immediately** before continuing operation

### Compliance Requirement

Failure to properly verify and secure loads may result in:

- Regulatory violations and fines
- Vehicle being placed out of service
- Environmental incidents
- Disciplinary action
- 

## 13. Spill and Emergency Response

In the event of any spill, release, or discharge of material, drivers must take immediate action to ensure safety, containment, and regulatory compliance.

Drivers are required to:

- **Immediately notify company management or the designated emergency contact** upon occurrence or discovery of a spill
- **Initiate spill response procedures** in accordance with company policy and applicable state and federal regulations
- **Take reasonable and safe actions to control and contain the material**, including the use of available spill response equipment, provided it can be done without risk to personal safety

### Additional Requirements

- Drivers must **secure the area and prevent further discharge** of material
- If required, drivers must **notify appropriate emergency or environmental authorities** in accordance with reporting requirements

### Compliance Requirement

- Spill response actions must prioritize **personal safety, public safety, and environmental protection**
- Drivers must not attempt cleanup beyond their level of training, equipment, or authorization

Failure to properly respond to or report a spill may result in:

- Regulatory violations and fines
- Environmental liability
- Disciplinary action
- 

#### 14. CDL License and Endorsement Requirements

All drivers must maintain a **valid Commercial Driver License (CDL)** with the appropriate class and endorsements required for the type of vehicle operated and materials transported, in accordance with **FMCSA regulations (49 CFR Part 383)**.

##### CDL Class Requirements

- **Class A CDL**  
Required for operation of **combination vehicles** with a Gross Combination Weight Rating (GCWR) of **26,001 pounds or more**, where the towed unit exceeds **10,000 pounds**  
*(e.g., tractor-trailers, semi-trucks, and truck/trailer combinations)*
- **Class B CDL**  
Required for operation of a **single vehicle** with a Gross Vehicle Weight Rating (GVWR) of **26,001 pounds or more**, or a combination where the towed unit does not exceed **10,000 pounds**  
*(e.g., dump trucks, straight trucks, large buses)*
- **Class C CDL**  
Required for operation of vehicles that do not meet Class A or B thresholds but are used to:
  - Transport **16 or more passengers (including the driver)**, or
  - Transport **hazardous materials requiring placarding**

##### Endorsement Requirements

Drivers must obtain and maintain all endorsements applicable to their assigned vehicle and cargo, including but not limited to:

- **T – Doubles/Triples Endorsement**  
Required for operation of double or triple trailer combinations
- **N – Tank Vehicle Endorsement**  
Required for vehicles transporting liquids in bulk containers or tank vehicles
- **H – Hazardous Materials (HazMat) Endorsement**  
Required for transportation of hazardous materials
  - Requires background check, additional training, and periodic renewal

##### Compliance Requirement

- Drivers must ensure their CDL and endorsements are **valid, current, and appropriate** for assigned duties at all times
- Any suspension, restriction, expiration, or change in CDL status must be **reported immediately to company management**

Failure to maintain proper licensing and endorsements may result in:

- Removal from safety-sensitive duties
- Disciplinary action
- Regulatory violations

## **15. Motor Vehicle Record (MVR) Monitoring**

The company maintains an active **Motor Vehicle Record (MVR) monitoring program** to ensure driver qualification, safety, and compliance with applicable regulations.

### **MVR Review Requirements**

- All drivers are subject to an **annual MVR review** in accordance with **FMCSA Driver Qualification requirements (49 CFR §391.25)**
- The company will obtain each driver's MVR **only after receiving proper authorization and consent**, as required by law

### **Violation Review and Corrective Action**

- All violations, citations, or changes in driving status will be **reviewed by management or the safety/compliance department**
- Drivers with violations may be subject to **corrective action**, which may include:
  - Written warnings
  - Suspension from driving duties
  - Additional training requirements

### **Training and Remedial Actions**

The company may require drivers to complete:

- **Defensive driving courses**
- **Driver improvement or safety training programs**
- Any additional training deemed necessary to address identified risks

### **Compliance Requirement**

- Drivers must **immediately report any traffic violations, suspensions, or license status changes** to the company

- Failure to report such information may result in disciplinary action and potential regulatory consequences
- 

## 16. State-Specific Permit and Regulatory Requirements

Drivers must comply with all applicable **state-specific permitting, registration, and operational requirements** when transporting waste across jurisdictions.

### 16.1 Delaware

Drivers operating in Delaware must:

- **Record the date and time of entry** on the assigned overweight permit upon entering the state
- **Carry a valid Delaware overweight permit** in the vehicle at all times
- **Notify company management after 60 overweight trips** so that a new permit can be obtained for the assigned vehicle
- Operate strictly within **Delaware state weight limits** and permit conditions
- Ensure the **permit number is clearly displayed** on:
  - Driver side of the vehicle
  - Passenger side of the vehicle
  - Rear tailgate

### 16.2 New York (BIC & Part 364)

Drivers operating in New York must:

- **Carry all required permits and documentation**, including:
  - NYSDEC Part 364 permit
  - NYC BIC license/registration
  - Overweight permit (if applicable)
- **Verify that all permits are:**
  - Accurate and complete
  - Assigned to the correct vehicle
  - Current and not expired
- Ensure:
  - **BIC plates and markings are visible, legible, and unobstructed**
  - **Authorized disposal/dump locations are listed on the Part 364 permit**
- **Verify that the assigned vehicle license plate is listed on the permit**
  - ➔ If not listed or incorrect:
    - **Immediately notify company management**
    - **DO NOT operate the vehicle until corrected**

### 16.3 Pennsylvania

Drivers operating in Pennsylvania must:

- Ensure **PA DEP-issued stickers** are:
  - Affixed on both sides of the vehicle
  - Clearly visible and not obstructed
- **Carry the original PA DEP cab card** in the vehicle at all times
- Verify that the cab card:
  - **Matches the vehicle VIN**
  - Displays a **valid and current expiration date**

#### 16.4 New Jersey (NJDEP / A-901 Requirements)

Drivers operating in New Jersey must:

- **Carry valid NJDEP A-901 documentation** and vehicle registration in the vehicle at all times
- Ensure all vehicles display:
  - **NJDEP-issued decals, license numbers, and identification markings**
  - Markings must be **visible, legible, and unobstructed**
- **Verify that the assigned vehicle (license plate and registration)** is properly listed and authorized under the company's A-901 registration
- **Comply with all manifest and waste tracking requirements**, ensuring documentation is accurate and available for inspection
- Ensure vehicles are **properly maintained, leak-proof, and free of debris or residue** that could result in environmental violations

#### Compliance Requirement

Failure to comply with state-specific permit and regulatory requirements may result in:

- Fines and enforcement actions by state agencies
- Vehicle being placed out of service
- Suspension or revocation of permits
- Company disciplinary action

#### 17. Enforcement and Disciplinary Action

Compliance with this Driver Training and Compliance Program is **mandatory** for all drivers and personnel. Failure to adhere to the policies, procedures, and regulatory requirements outlined herein will result in disciplinary action.

#### Violations

Non-compliance may include, but is not limited to:

- Failure to follow safety, spill response, or operational procedures

- Violation of federal, state, or local regulations
- Unsafe or negligent operation of a commercial motor vehicle
- Failure to carry required permits or documentation
- Failure to report incidents, accidents, or spills

### **Disciplinary Measures**

Depending on the severity and frequency of the violation, disciplinary action may include:

- Written warning or corrective action
- **Suspension from safety-sensitive duties**
- **Termination of employment**

### **Regulatory Consequences**

Serious violations or incidents may result in:

- Civil penalties, fines, or enforcement actions by regulatory agencies
- Vehicle being placed out of service
- Suspension or revocation of permits or operating authority
- Reporting to applicable agencies, including:
  - FMCSA
  - NJDEP
  - NYSDEC
  - NYC BIC
  - PA DEP
  - DNREC

### **Compliance Obligation**

All drivers are required to maintain full compliance with this program as a **condition of continued employment and operation**.

### **18. Driver Acknowledgment**

All drivers acknowledge that they have **received, read, and fully understand** the contents of this Driver Training and Compliance Program.

Drivers agree to:

- Comply with all company policies, procedures, and safety requirements outlined herein
- Adhere to all applicable **federal, state, and local regulations** governing the operation of commercial motor vehicles and the transportation of waste materials
- Perform all duties in a **safe, professional, and compliant manner**

## Certification

The driver certifies that:

- They have been provided access to this program
- They understand their responsibilities and obligations
- They agree to comply with all requirements as a **condition of continued employment and operation**

# **PIPOS TRUCKING LLC**

72 Ridge Rd  
Rahway, NJ 07065

## **EMERGENCY SPILL RESPONSE & ACCIDENT PREVENTION POLICY**

### **MULTI-STATE SOLID WASTE TRANSPORT COMPLIANCE PROGRAM**

**Safety Officer / Manager:** Oscar Hernandez Melian

**Company Emergency Number:** (551) 482-9954

#### **1. PURPOSE AND REGULATORY BASIS (MULTI-STATE COMPLIANCE)**

This policy establishes standardized procedures for **spill response, accident management, environmental protection, and operational safety** for all personnel engaged in the transportation of solid waste, construction & demolition debris, recyclables, or regulated waste materials.

This program ensures compliance with:

##### **1.1 Federal Regulations**

- FMCSA – 49 CFR Parts 382, 390–399
- OSHA – 29 CFR (PPE, hazard communication, worker safety)

##### **1.2 Delaware Regulations**

- DNREC (Delaware Department of Natural Resources & Environmental Control)
- Delaware Solid Waste Authority (DSWA)

##### **1.3 New Jersey Regulations**

- NJDEP – N.J.A.C. 7:26
- A-901 Licensing Requirements

##### **1.4 New York Regulations**

- NYC Business Integrity Commission (BIC)
- NYSDEC – 6 NYCRR Part 364

##### **1.5 Pennsylvania Regulations**

- Pennsylvania Department of Environmental Protection (PA DEP)
- 25 Pa. Code Chapters 271–285 (Municipal Waste Regulations)
- 25 Pa. Code Chapters 287–299 (Residual Waste Regulations)

##### **1.6 Policy Scope**

Applies to all drivers, vehicles, and operations in:

- Delaware
- New Jersey
- New York
- Pennsylvania

## 1.7 Compliance Objectives

- Protect public safety
- Prevent environmental contamination
- Ensure rapid spill response
- Maintain regulatory compliance
- Reduce liability exposure

## 2. EMERGENCY CONTACT & REPORTING REQUIREMENTS

### MANDATORY NOTIFICATION ORDER

#### 2.1 Emergency Notification – Immediate Response

Drivers must **immediately contact 911** in any of the following circumstances:

- Any incident involving **injury or fatality**
- Presence or risk of **fire, explosion, or hazardous conditions**
- Situations creating a **danger to public safety**, including roadway obstruction or traffic hazards

Drivers must provide accurate and complete information to emergency responders, including:

- Exact location of the incident
- Nature and severity of the situation
- Type of vehicle and materials involved

#### 2.2 Environmental Reporting Requirements (MANDATORY FOR SPILLS)

In the event of any spill, release, or discharge of material, drivers must **immediately notify the appropriate state environmental agency** based on the location of the incident.

Failure to report a spill may result in **significant regulatory penalties and enforcement actions**.

#### Required Notification Contacts:

- **Delaware DNREC (Department of Natural Resources & Environmental Control):** (302) 739-9401 or 1-800-662-8802
- **New Jersey DEP (Department of Environmental Protection) Hotline:** 1-800-927-6337
- **Pennsylvania DEP (Department of Environmental Protection):** 1-800-541-2050
- **New York State Spill Hotline (NYSDEC):** 1-800-457-7362

#### 2.3 Company Notification

- Emergency Contact: [551\) 482-9954 Oscar Hernandez Melian](tel:5514829954)

## 3. DRIVER RESPONSIBILITIES AT INCIDENT SCENE

Drivers must:

- **Secure the vehicle immediately** and activate hazard warning lights to alert surrounding traffic
- **Deploy reflective warning triangles** in accordance with FMCSA requirements (49 CFR §392.22)
- Remain calm, maintain professionalism, and ensure personal and public safety
- Provide **accurate, factual information** to law enforcement and emergency responders
- **Refrain from admitting fault, liability, or making speculative statements** regarding the incident
- Limit communication strictly to **law enforcement officers, emergency responders, and authorized company representatives**

## 4. SPILL RESPONSE PROCEDURES

### 4.1 Initial Response Procedures

Upon discovery of a spill, release, or discharge, drivers must immediately:

- **Safely stop the vehicle** as soon as conditions permit, positioning it to minimize risk to traffic and the public
- **Identify the source and cause of the spill**, including equipment failure, unsecured load, or container breach
- **Take immediate action to prevent further discharge**, including shutting valves, closing doors, or repositioning equipment as necessary

- **Secure the load and containment system** to eliminate ongoing leakage or material loss

Drivers must prioritize **personal safety and public protection** at all times and proceed to containment and notification procedures without delay.

#### 4.2 Containment Requirements

Drivers must:

- Utilize appropriate spill response materials, including but not limited to **absorbent pads, absorbent granules, spill booms, and other containment devices**, to immediately control, contain, and mitigate any release or discharge of material
- Take all necessary actions to prevent spilled material from entering or impacting:
  - Storm drains or drainage systems
  - Surface waters, waterways, or wetlands (including “waters of the state”)
  - Public roadways, shoulders, or adjacent properties
- Establish effective containment boundaries, including the use of absorbents or physical barriers, to **limit the migration and spread of material**
- Ensure that all reasonable measures are taken to **protect the environment and public safety** in accordance with applicable state regulations (DNREC, NJDEP, PA DEP, NYSDEC)
- Continuously monitor the affected area until the spill is fully contained and further response, cleanup, or remediation actions are initiated or completed

#### 4.3 Cleanup Authorization Requirements

Driver-performed cleanup is **strictly limited** and may only be conducted when all of the following conditions are met:

- The material involved is confirmed to be **non-hazardous solid waste**
  - The spill is **minor in quantity** (generally less than 100 pounds, unless otherwise directed)
  - There is **no actual or potential threat to the environment**, including no risk to storm drains, waterways, or surrounding property
  - **Explicit authorization** has been obtained from company management or the designated safety/compliance officer
- Under these conditions, drivers may proceed using approved spill response procedures and proper equipment.

#### Restrictions

Drivers are **prohibited** from attempting cleanup if:

- The material is suspected or confirmed to be hazardous
- The spill is uncontained, spreading, or exceeds minor quantity thresholds
- Environmental impact cannot be controlled
- Proper equipment or PPE is not available

#### Escalation Requirement

If any of the above conditions are not met:

The driver must **secure the area, prevent further discharge, and await a licensed or authorized emergency response or cleanup contractor**

#### 4.4 Equipment Failure Response

In the event that a spill or risk of release is caused by equipment failure, drivers must take immediate corrective action as follows:

- **Open or unsecured container door:** Immediately stop operations and **secure, latch, and lock the door** to prevent further discharge of material
- **Loose, damaged, or improperly secured tarp:** Safely **re-secure or adjust the tarp system** to ensure full containment of the load prior to resuming transport
- **Structural failure or equipment defect (e.g., container damage, hydraulic failure, trailer integrity issue):** **Cease all operations immediately**, secure the vehicle, and notify company management or maintenance personnel

#### Operational Requirement

Drivers must not resume transport until:

- The issue has been fully corrected, and
- The load is properly secured and compliant with all safety and environmental regulations

#### 4.5 Personal Protective Equipment (PPE) Requirements

Drivers involved in spill response, cleanup, or related emergency activities must utilize appropriate **Personal Protective Equipment (PPE)** to ensure safety and regulatory compliance.

At a minimum, the following PPE must be worn:

- **Protective gloves** (chemical-resistant or work gloves appropriate to the material handled)
- **Safety goggles or eye protection** to prevent exposure to dust, debris, or splashing materials
- **High-visibility reflective vest** in accordance with roadway safety requirements
- **Hard hat**, when required by site conditions (e.g., landfills, transfer stations, or active job sites)

#### Compliance Requirement

- PPE must be **readily available in the vehicle at all times**
- Drivers must **inspect PPE prior to use** and ensure it is in proper condition
- Additional PPE may be required depending on the **type of material involved or site-specific rules**

### 5. REQUIRED VEHICLE EQUIPMENT (MANDATORY)

Each vehicle must be equipped with the following **minimum required safety and spill response equipment** at all times:

- Spill response kit (including absorbent pads, absorbent materials, and spill booms)
- Shovel
- Reflective warning triangles and/or road flares (in compliance with FMCSA requirements)
- Fire extinguisher (properly charged and inspected)
- First aid kit
- Flashlight (operational)
- Tire pressure gauge
- Spare fuses (as applicable to vehicle type)
- Hard hat
- High-visibility safety vest
- Safety goggles or eye protection
- Protective gloves

#### Inspection & Compliance Requirement

- All required equipment must be **present, operational, and readily accessible** at all times
- Drivers are required to verify the presence and condition of this equipment during **pre-trip and post-trip inspections**

! **No vehicle shall be operated without the required equipment listed above. No exceptions permitted.**

### 6. ACCIDENT PREVENTION PROGRAM

#### 6.1 Inspection Requirements

Drivers are required to conduct thorough vehicle inspections to ensure safe operation and regulatory compliance at all times.

Drivers must perform:

- A **daily pre-trip inspection** in accordance with FMCSA requirements (49 CFR §396.13) prior to operating the vehicle
- A **daily post-trip inspection** in accordance with FMCSA requirements (49 CFR §396.11), documenting any defects or deficiencies

#### Additional Operational Checks

Drivers must also conduct visual and functional checks before departing from:

- Company yards or terminals
- Landfills and transfer stations
- Job sites or loading/unloading locations

These inspections must verify that:

- The vehicle and trailer are in safe operating condition
- The load is properly secured and contained
- No leaks, spills, or safety hazards are present

#### Compliance Requirement

No vehicle shall be operated if any condition is identified that may compromise:

- Safety
- Regulatory compliance
- Environmental protection

All defects must be **reported immediately** and corrected prior to operation.

### 6.2 Vehicle Condition Requirements

Drivers are strictly prohibited from operating any vehicle that is not in safe and compliant operating condition.

Drivers must **not operate the vehicle** if any of the following conditions are present:

- **Brake system defects**, including reduced braking performance or malfunctioning components
- **Inoperative or defective lighting systems**, including headlights, brake lights, turn signals, or marker lights
- **Air system leaks or pressure deficiencies** that may compromise braking or safe operation
- **Unsafe tires**, including low tread depth, visible damage, improper inflation, or risk of failure

#### Compliance Requirement

- Any identified defect or deficiency must be **reported immediately** to company management or maintenance personnel
- The vehicle must be **removed from service** until all safety-related issues have been properly repaired and verified

#### Regulatory Reference

All vehicle condition requirements must comply with **FMCSA 49 CFR Part 396 (Inspection, Repair, and Maintenance)**

### 6.3 Speed and Driving Conduct Requirements

Drivers must operate all vehicles in a safe and controlled manner at all times and in full compliance with applicable traffic laws and company safety standards.

Drivers are required to:

- **Adhere strictly to all posted speed limits**, including highways, local roads, and restricted areas
- **Adjust speed appropriately** based on road, traffic, and environmental conditions, including but not limited to:
  - Rain, snow, ice, or reduced visibility conditions
  - Landfills, transfer stations, yards, and job sites where increased hazards are present

#### Monitoring & Enforcement

- All vehicles are equipped with **GPS tracking systems** that monitor speed, location, and driving behavior
- Speed data is **regularly reviewed by management and safety personnel**

#### Compliance Requirement

Failure to comply with speed limits or safe driving practices may result in:

- Disciplinary action
- Suspension or termination
- Additional training or corrective action measures

## 6.4 Weather and Operating Conditions Policy

Drivers must not operate any vehicle under conditions that may compromise safety, vehicle control, or regulatory compliance.

Drivers are required to:

- **Refrain from operating vehicles in unsafe weather or road conditions**, including but not limited to:
  - Snow, ice, or freezing conditions
  - Heavy rain or flooding
  - Reduced visibility (fog, storms)
  - Any condition that creates unsafe driving hazards

### Pre-Dispatch Requirement

- Drivers must **contact the Safety Officer or designated company representative prior to dispatch** when adverse weather conditions are present or anticipated
- Operations may only proceed once conditions have been evaluated and **authorization has been granted by management**

### Compliance Requirement

- Safety shall take precedence over delivery schedules at all times
- Drivers have the authority and responsibility to **stop operations if conditions become unsafe during transit**

## 7. ACCIDENT RESPONSE PROCEDURES

### 7.1 Accident Kit Requirements

Each vehicle must be equipped with a properly maintained **Accident Response Kit** to ensure accurate documentation and compliance with FMCSA post-accident procedures.

The Accident Kit must include, at a minimum:

- **Camera or electronic device** capable of capturing clear photographs of the accident scene, vehicle damage, and surrounding conditions
- **Accident Report Forms** for documenting incident details, including date, time, location, and parties involved
- **Witness Statement Cards or Forms** to collect contact information and statements from witnesses
- **Post-Accident Testing Determination Form** to assist in complying with FMCSA drug and alcohol testing requirements (49 CFR Part 382)

### Compliance Requirement

- The Accident Kit must be **present, complete, and readily accessible** in the vehicle at all times
- Drivers are responsible for ensuring all forms and materials are **available and in usable condition**

### 7.2 Driver Actions at Accident Scene

In the event of an accident, drivers must take the following actions:

- **Immediately contact 911** if there are injuries, hazards, or any risk to public safety
- **Document the scene thoroughly** by taking clear photographs of:
  - All vehicles involved
  - Vehicle damage
  - License plates
  - Road conditions and surroundings
- **Move the vehicle to a safe location**, if it is operable and only when it is safe to do so, to prevent further hazards
- **Refrain from admitting fault, liability, or making speculative statements** regarding the accident

### Additional Requirement

- Drivers must remain at the scene and **cooperate with law enforcement and emergency personnel**
- All required company accident documentation must be completed as soon as practicable

### 7.3 FMCSA Post-Accident Testing Requirements

In accordance with **49 CFR Part 382**, drivers involved in qualifying accidents are subject to **mandatory post-accident drug and alcohol testing**.

#### Testing Timeframes

- **Alcohol Testing:** Must be conducted **as soon as practicable**, within **2 hours** of the accident
  - If not administered within 2 hours, the employer must document the reason
  - Testing must be completed within **8 hours**; after 8 hours, attempts must cease and be documented
- **Controlled Substance (Drug) Testing:** Must be conducted **as soon as practicable**, within **32 hours** of the accident

#### Driver Requirements

- Drivers must **remain readily available** for testing following the accident
- Drivers must **not consume alcohol** for:
  - **8 hours following the accident**, or
  - Until the alcohol test is completed, whichever occurs first

#### Compliance Requirement

Failure to comply with post-accident testing requirements may result in:

- Immediate removal from safety-sensitive functions
- Disciplinary action, up to and including termination
- Regulatory violations under FMCSA

### 8. VEHICLE SAFETY SYSTEMS

All company vehicles are equipped with integrated **video recording and safety monitoring systems** to enhance driver accountability, accident investigation, and overall operational safety.

Each vehicle is equipped with:

- **Forward-facing (front) dash camera**
- **Rear-facing camera** (tractor and/or trailer, as applicable)
- **Driver-side camera**
- **Passenger-side camera**

#### Recording & Compliance

- All camera systems operate on a **continuous 24/7 recording basis**, subject to system functionality
- Recorded footage may be used for:
  - Accident investigation
  - Safety and compliance reviews
  - Driver performance monitoring

#### Compliance Requirement

Drivers are prohibited from:

- Tampering with, disabling, or obstructing camera systems
- Interfering with proper operation of recording equipment

Failure to comply may result in **disciplinary action, up to and including termination**

### 9. HOURS OF SERVICE (HOS)

All drivers must comply with applicable **Federal Motor Carrier Safety Administration (FMCSA) Hours of Service regulations (49 CFR Part 395)** at all times.

## Federal Limits

- Drivers are subject to the **60-hour / 7-day rule**, unless otherwise operating under an approved exception

## Company Operational Limits

In addition to federal requirements, the company enforces the following internal limits:

- **Maximum 12 hours of work per day** for Monday through Friday operations
- **Maximum 10 hours of work per day** for Monday through Saturday operations

## Compliance Requirements

- Drivers must accurately record all duty status using **Electronic Logging Devices (ELDs)** or approved logging methods
- Drivers must **not exceed federal or company-imposed limits under any circumstances**

Any need to exceed operational limits due to unforeseen conditions (e.g., weather, traffic, emergencies) must be **reported immediately to the Safety or Compliance Department**

## Enforcement

Failure to comply with HOS regulations may result in:

- Disciplinary action
- Suspension or termination
- FMCSA violations impacting the company's safety rating

## 10. NEW JERSEY A-901 COMPLIANCE ADDENDUM

Drivers operating under New Jersey jurisdiction must comply with all **NJDEP A-901 Solid Waste Transporter regulations** and company policies.

Drivers are required to:

- **Carry valid A-901 documentation** at all times while operating, including registration certificates and any required permits
- Ensure all vehicles display **proper NJDEP-issued decals, markings, and identification numbers** in accordance with regulatory requirements
- **Comply with manifesting and waste tracking requirements**, including maintaining accurate and complete documentation for all transported loads
- **Immediately report any spill, discharge, or release of material** to the New Jersey Department of Environmental Protection (NJDEP) and company management
- Maintain vehicles in a **clean, leak-proof, and sanitary condition**, ensuring that no material escapes, leaks, or creates a public nuisance during transport

## Compliance Requirement

Failure to comply with A-901 requirements may result in:

- Regulatory violations and penalties
- Suspension or revocation of operating privileges
- Disciplinary action by the company

## 11. NEW YORK BIC COMPLIANCE ADDENDUM

Drivers operating within New York City must comply with all regulations enforced by the **New York City Business Integrity Commission (BIC)** governing trade waste collection and transport.

Drivers are required to:

- **Carry a valid BIC license or registration documentation** at all times while operating within NYC
- Ensure all vehicles display **required BIC license numbers, and company identification markings** in accordance with Commission rules
- **Operate only on authorized routes and within approved service areas**, consistent with company registration and BIC requirements

- **Maintain all required documentation readily available for inspection**, including customer authorizations, waste transport records, and related compliance documents
- **Comply with all trade waste handling, transport, and disposal regulations**, including proper containment, prevention of spillage, and delivery to authorized facilities

## 12. NY PART 364 COMPLIANCE ADDENDUM

Drivers operating under **New York State Department of Environmental Conservation (NYSDEC) Part 364 Waste Transporter Permit regulations** must adhere to all applicable requirements governing the transport of regulated waste.

Drivers are required to:

- **Carry a valid Part 364 permit or proof of registration** at all times while operating within New York State
- **Maintain accurate waste tracking and transport records**, including documentation identifying the source, type, and destination of all transported materials
- Ensure all loads are **properly secured and fully contained** at all times to prevent any release, discharge, or loss of material during transport
- **Prevent leakage, spillage, or escape of waste** by maintaining equipment in sound condition and using proper tarping, sealing, and containment methods
- **Immediately report any spill, discharge, or release of material** to the New York State Spill Hotline (NYSDEC) and notify company management without delay

### Permit Verification Requirement

Drivers must **verify prior to operation** that the vehicle's license plate is properly listed on the applicable permit or registration for **Part 364**.

- If the license plate is **not listed, incorrect, or cannot be verified**, the driver must:
  - **Immediately report the discrepancy** to the supervisor or compliance department
  - **Refrain from operating the vehicle** for any NYDEC loads until the issue has been corrected and authorization has been confirmed

### Compliance Requirement

Failure to comply with Part 364 requirements may result in:

- Civil penalties and enforcement actions by NYSDEC
- Suspension or revocation of the Part 364 permit
- Company disciplinary action

## 13. ENFORCEMENT

Compliance with this policy is mandatory for all drivers and personnel. Failure to adhere to the procedures, safety requirements, and regulatory obligations outlined herein may result in disciplinary action.

Non-compliance may include, but is not limited to:

- Failure to follow spill response or safety procedures
- Violation of federal, state, or local regulations
- Unsafe operation of company vehicles
- Failure to report incidents, spills, or required information

### Disciplinary Measures

Violations may result in one or more of the following actions, depending on severity:

- Written warning or corrective action
- Suspension from safety-sensitive duties
- **Termination of employment**

## **Regulatory Reporting**

Serious violations or incidents may be reported to applicable regulatory authorities, including but not limited to:

- Delaware DNREC
- New Jersey Department of Environmental Protection (NJDEP)
- New York State Department of Environmental Conservation (NYSDEC)
- New York City Business Integrity Commission (BIC)
- Federal Motor Carrier Safety Administration (FMCSA)

## **Compliance Obligation**

All drivers are responsible for maintaining full compliance with this policy as a condition of continued employment and operation.

## **14. DRIVER ACKNOWLEDGMENT**

All drivers certify that they have reviewed this policy in its entirety, understand their responsibilities under applicable federal and state regulations, and agree to adhere to all procedures and requirements as a condition of continued employment and operation.

## Davis, DaQuan (DNREC)

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**From:** Oscar Hernandez <ptrucking0208@gmail.com>  
**Sent:** Wednesday, June 3, 2026 9:53 PM  
**To:** WHStranporters  
**Subject:** Re: Delaware Solid Waste Transporter Permit Renewal  
**Attachments:** Pipo's 08 .pdf; Pipo's 01.pdf; Pipo's 04.pdf

Good evening,

Please see the lease agreements attached. I believe these were missing in the application.

On Tue, May 26, 2026 at 10:12 AM WHStranporters <WHStranporters@delaware.gov> wrote:

Hello,

I have not received an application for you. When was your application mailed?



### DaQuan L. Davis

Environmental Scientist

#### Division of Waste and Hazardous Substances

- ☎ 302-739-9403
- ✉ [WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)
- 📍 89 Kings Hwy SW, Dover, DE 19901
- 🌐 [dnrec.delaware.gov](http://dnrec.delaware.gov)



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**From:** Oscar Hernandez <[ptrucking0208@gmail.com](mailto:ptrucking0208@gmail.com)>  
**Sent:** Tuesday, May 26, 2026 9:49 AM  
**To:** WHStranporters <[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)>  
**Cc:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)>  
**Subject:** Re: Delaware Solid Waste Transporter Permit Renewal

Good morning,

The renewal application was already submitted, please let me know if you haven't received it

On Tue, May 26, 2026 at 9:24 AM WHStranporters <[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)> wrote:

Good morning,

This is a reminder that your Delaware Solid Waste Transporter Permit renewal application is due. Please note your permit expires June 30, 2026. DNREC encourages you to renew as soon as you are ready.

For your convenience, I have attached the permit application to this email. Please print and complete the application. Mail the completed form along with payment (by check or money order) to:

**Delaware Department of Natural Resources and Environmental Control, Compliance and Permitting Section, [89 Kings Highway, Dover, DE 19901.](#)**

If you have any questions, feel free to contact me using the phone number or email in my signature below.

Regards,



**DaQuan L. Davis**  
Environmental Scientist

**Division of Waste and Hazardous Substances**

☎ 302-739-9403

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

📍 [89 Kings Hwy SW, Dover, DE 19901](#)

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



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**From:** WHStranporters  
**Sent:** Tuesday, April 28, 2026 3:28 PM  
**Cc:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)>  
**Subject:** RE: Delaware Solid Waste Transporter Permit Renewal

Good afternoon,

This is a reminder that your Delaware Solid Waste Transporter Permit renewal application is due. Please note your permit expires June 30, 2026. DNREC encourages you to renew as soon as you are ready.

For your convenience, I have attached the permit application to this email. Please print and complete the application. Mail the completed form along with payment (by check or money order) to:

**Delaware Department of Natural Resources and Environmental  
Control, Compliance and Permitting Section, [89 Kings Highway, Dover, DE 19901.](#)**

If you have any questions, feel free to contact me using the phone number or email in my signature below.

Regards,



DaQuan L. Davis  
Environmental Scientist

Division of Waste and Hazardous Substances

☎ 302-739-9403

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

📍 [89 Kings Hwy SW, Dover, DE 19901](#)

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



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**From:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)> **On Behalf Of** WHStranporters  
**Sent:** Thursday, March 5, 2026 3:01 PM  
**Cc:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)>  
**Subject:** Delaware Solid Waste Transporter Permit Renewal

Good afternoon,

This is a reminder that your Delaware Solid Waste Transporter Permit renewal application is due March 31, 2026. Please note your permit expires June 30, 2026. DNREC encourages you to renew as soon as you are ready.

For your convenience, I have attached the permit application to this email. Please print and complete the application. Mail the completed form along with payment (by check or money order) to:

**Delaware Department of Natural Resources and Environmental Control, Compliance and Permitting Section, [89 Kings Highway, Dover, DE 19901](#).**

If you have any questions, feel free to contact me using the phone number or email in my signature below.

Regards,



**DaQuan L. Davis**  
Environmental Scientist

**Division of Waste and Hazardous Substances**

☎ 302-739-9403

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

📍 [89 Kings Hwy SW, Dover, DE 19901](#)

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



**Davis, DaQuan (DNREC)**

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**From:** WHStranporters  
**Sent:** Tuesday, June 2, 2026 9:37 AM  
**To:** 'ptrucking28@gmail.com'  
**Subject:** Delaware Solid Waste Transporter Permit Application

**Categories:** Egress Switch: Unprotected

Hello,

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

- **Section 13**-The vehicle list submitted was missing the vehicle lease agreements from Trans Inc.

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

Thank you,

DaQuan Davis



**DaQuan L. Davis**  
Environmental Scientist  
**Division of Waste and Hazardous Substances**  
☎ 302-739-9403  
✉ [WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)  
📍 89 Kings Hwy SW, Dover, DE 19901  
🌐 [dnrec.delaware.gov](http://dnrec.delaware.gov)





Master Lease Agreement

Master Lease Agreement No.: 12105364

Effective Date: May 21, 2021

Lessee:

PIPO'S TRUCKING LLC

6511 Madison Street
West New York, NJ 07093

Organization Type: LLC
State of Organization: New Jersey

Lessor:

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

Master Lease No.: 12105364

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. ASSIGNMENT.** All right, title, and interest in and to this Master Lease, as well as the Leases executed and the Equipment leased hereunder, may be assigned at any time by Lessor without Lessee's consent. Upon notice of any assignment by Lessor or its assignee, Lessee shall make all payments coming due hereunder to the assignee without offset, counterclaim, or defense of any kind. It is expressly understood that any reference in this Master Lease to "Lessor" shall be construed to mean Lessor or Lessor's assignee. For the avoidance of doubt, if the Safety and Fitness Electronic Records (SAFER) system list Lessee in their system with slight variations (i.e., punctuation, spelling discrepancies...) as Lessee is identified in this Master Lease, such slight

variations on Lessee's name shall be considered one and the same as to how Lessee is first listed above. LESSEE SHALL NOT ASSIGN, TRANSFER, OR SUBLET THIS MASTER LEASE, OR THE LEASES EXECUTED OR EQUIPMENT LEASED HEREUNDER, OR ANY OF LESSEE'S OTHER INTERESTS HEREUNDER WITHOUT LESSOR'S PRIOR WRITTEN CONSENT (WHICH MAY BE WITHHELD IN LESSOR'S SOLE DISCRETION), NOR SHALL LESSEE'S INTERESTS HEREUNDER INURE TO THE BENEFIT OF ANY TRUSTEE, RECEIVER, CREDITOR, OR SUCCESSOR OF LESSEE OR ITS PROPERTY, WHETHER IN BANKRUPTCY, BY OPERATION OF LAW, OR OTHERWISE. ANY ATTEMPTED ASSIGNMENT, TRANSFER OR SUBLETTING OF LESSEE'S INTEREST IN THIS MASTER LEASE, THE EQUIPMENT LEASED HEREUNDER, OR ANY OF LESSEE'S OTHER INTERESTS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR SHALL BE VOID.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the repossessed Equipment contains property not belonging to Lessor,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the internal laws of the State of Colorado (without regard to any conflict of law principles), including all matters of construction, validity, and performance, regardless of the location of the Equipment supplied hereunder. Lessor and Lessee agree that this Master Lease was entered into at Lessor's address set forth above. **LESSEE EXPRESSLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE HEREUNDER.** Lessee hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Lessee hereby irrevocably waives and agrees not to assert by way of motion, defense, or otherwise, any claim that Lessee is not subject personally to the jurisdiction of such courts, that the Equipment leased hereunder or any other property of Lessee is exempt or immune from attachment or execution, that any action brought under this Master Lease is brought in an inconvenient forum, that the venue of the action is improper, or that this Master Lease cannot be enforced by such courts. Notwithstanding the foregoing, Lessor may bring an action in replevin, trespass, detinue, trover, or any similar action in any jurisdiction in which the property subject to such action is located.

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

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

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

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

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

LESSEE:  
PIPO'S TRUCKING LLC

X   
Signature, OSCAR A. HERNANDEZ

Date: 5/21/2021

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

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

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

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

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

By: 

Title: Vice President



TRAC Certification

Master Lease Agreement No.: 12105364

Schedule A Lease No.: 001

<b>Lessee:</b> PIPO'S TRUCKING LLC  6511 Madison Street West New York, NJ 07093  Organization Type: LLC State of Organization: New Jersey	<b>Lessor:</b> TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. 1400 W. 62nd Avenue Denver, CO 80221
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In accordance with Section 7701(h) of the Internal Revenue Code of 1986, under penalty of perjury, Lessee hereby certifies that:

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

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

LESSEE:

PIPO'S TRUCKING LLC

X

Signature, OSCAR A. HERNANDEZ

Date: 5/21/2021 12:00:00AM



TRAC Rider to Schedule A Lease

Master Lease Agreement No.: 12105364

Schedule A Lease No.: 001

Lessee:
PIPO'S TRUCKING LLC

6511 Madison Street
West New York, NJ 07093

Organization Type: LLC
State of Organization: New Jersey

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

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

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

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

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

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

Lessee agrees that the potential benefits or liabilities contemplated herein are not intended to create any equity interest in any Equipment for Lessee, but rather are designed as an incentive for Lessee to properly maintain the Equipment as required by the Master Lease.

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

LESSEE:
PIPO'S TRUCKING LLC

X [Signature]
Signature, OSCAR A. HERNANDEZ

Date: May 21, 2021

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

By: [Signature]
Title: Vice President



**Schedule "A" Vehicle Description and Terms**

PIPO'S TRUCKING LLC, Lessee  
 6511 Madison Street  
 West New York, NJ 07093

Master Lease No.: 12105364-001

This Schedule is executed and delivered this May 21, 2021 ("Delivery Date") pursuant to the terms of that certain Master Lease Agreement No. 12105364 dated May 21, 2021, by and between the undersigned Lessor and Lessee ("Master Lease"). Terms used in this Schedule and not defined herein are defined in the Master Lease.

Year/Make/Model	Serial Number	Base Location	Contract Date
2021 PETERBILT 567 TRUCK W/HERITAGE HS-SP 17'6" DUMP BODY S/N: HS-5893	INPCX4EX9MD701651	1602 70TH STREET, North Bergen, NJ 07047 County: Hudson	05/21/2021

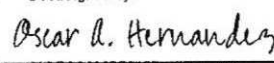
Capitalized Cost	\$190,445.00
Security Deposit	\$0.00
Residual Value	\$47,500.00
Term (Number of Months)	60
Payment Start Date	06/05/2021
Administration Fee	\$595.00
Base Lease Payment	\$2,931.60
Sales Tax	\$0.00
Personal Property Tax	\$0.00
Other	\$0.00
<b>Total Payment</b>	<b>\$2,931.60</b>

This Chattel paper has been assigned to Motor Vehicle Finance Group, LLC of Denver, CO (Secured Party) and the purchase or assignment of this chattel paper would violate the Rights of the Secured Party.

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

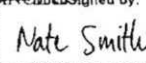
Lessee also represents, warrants and certifies that the vehicle(s) set forth within were available for use and placed in service by Lessee on the Delivery Date.

**LESSEE:**  
 PIPO'S TRUCKING LLC

DocuSigned by:  
  
 Signature, OSCAR A. HERNANDEZ

Date: 5/21/2021 12:00:00AM

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

DocuSigned by:  
  
 By: \_\_\_\_\_  
0FE506B7E52A4EB...

Title: Vice President



This Schedule "A" has been assigned to  
 PIPO'S TRUCKING LLC ("Secured Party") and the  
 Master Lease Agreement of this document of this document  
 shall be subject to the Rights of the Secured Party.

## SCHEDULE "A" VEHICLE DESCRIPTION AND TERMS

PIPO'S TRUCKING LLC, Lessee  
 6511 Madison Street  
 West New York, NJ 07093

Master Lease Agreement No. 12105364  
 Schedule No. 001


No. of Payments	Payment Date	Base Lease Payment	Tax	PPT Escrow Amount	Total Payment
1	06/05/2021	\$19,000.00	\$0.00	\$0.00	\$19,000.00
1	07/05/2021	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	08/05/2021	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	09/05/2021	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	10/05/2021	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	11/05/2021	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	12/05/2021	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	01/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	02/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	03/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	04/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	05/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	06/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	07/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	08/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	09/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	10/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	11/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	12/05/2022	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	01/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	02/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	03/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	04/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	05/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	06/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	07/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	08/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	09/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	10/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	11/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	12/05/2023	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	01/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	02/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	03/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	04/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	05/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	06/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	07/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	08/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	09/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	10/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	11/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	12/05/2024	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	01/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	02/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60

No. of Payments	Payment Date	Base Lease Payment	Tax	PPT Escrow Amount	Total Payment
1	03/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	04/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	05/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	06/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	07/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	08/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	09/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	10/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	11/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	12/05/2025	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	01/05/2026	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	02/05/2026	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	03/05/2026	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	04/05/2026	\$2,931.60	\$0.00	\$0.00	\$2,931.60
1	05/05/2026	\$2,931.60	\$0.00	\$0.00	\$2,931.60

Lessee:  
PIPO'S TRUCKING LLC

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

X   
\_\_\_\_\_  
Signature, OSCAR A. HERNANDEZ

By:   
\_\_\_\_\_  
Title: Vice President

Date: May 21, 2021

This Chattel paper has been assigned to [Name] Financial Services USA, LLC (the "Secured Party") and the assignment of this chattel paper would violate the Rights of the Secured Party.



**Delivery and Acceptance Schedule for Leases**

Master Lease No.: 12105364-001

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement ("Master Lease") dated May 21, 2021 between the undersigned Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. ("Lessor"). In accordance with the Master Lease, Lessee hereby certifies and represents to Lessor as follows:

**1. Delivery and Acceptance and Date of Placement in Service.**

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

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

**2. Acceptance and Acknowledgment.**

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

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

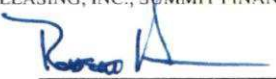
<u>Vehicle Description</u>	<u>Serial Number</u>
2021 PETERBILT 567 TRUCK W/HERITAGE HS-SP 17'6" DUMP BODY S/N: HS-5893	1NPCX4EX9MD701651

Date of Delivery: May 21, 2021  
Point of Delivery: 1602 70TH STREET, North Bergen, NJ 07047  
County: Hudson

LESSEE:  
PIPO'S TRUCKING LLC

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

X   
\_\_\_\_\_  
Signature, OSCAR A. HERNANDEZ

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

Date: 5/21/2021 12:00:00AM

Title: Vice President  
\_\_\_\_\_



Agreement to Provide Insurance for Leases

Master Lease No.: 12105364-001

In accordance with the Master Lease Agreement, dated May 21, 2021 ("Master Lease"), between the undersigned Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. ("Trans Lease"), Lessee hereby agrees to provide Trans Lease with certificate(s) of insurance evidencing physical damage coverage including comprehensive and collision coverage.

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

- 1. Lessee's Name must be listed on certificate as: PIPO'S TRUCKING LLC
single limit: \$1,000,000 for Bodily Injury / \$1,000,000 for Per Person / \$1,000,000 for Property Damage.
2. Lessee must be the named insured on the policy. If not named insured, additional insured status must be provided for both Primary Auto liability and Non-Trucking (bobtail) liability.
3. Vehicle:
Vehicle Description Serial Number Actual Cash Value
2021 PETERBILT 567 INPCX4EX9MD701651 \$190,445.00
TRUCK W/HERITAGE
HS-SP 176" DUMP BODY
S/N: HS-5893
4. Proof of Primary Auto liability & Non-Trucking liability (if applicable) with a minimum amount of: \$1,000,000 combined

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

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

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

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

LESSEE:

PIPO'S TRUCKING LLC

X Signature OSCAR A. HERNANDEZ

Date: 5/21/2021 12:00:00AM



**Lease Facts**

Schedule No.: 12105364-001

This schedule is a Schedule and made a part of the Lease Documents as such terms are defined in the Master Lease Agreement between Lessee and Lessor dated May 21, 2021 ("Master Lease").

**Payments:** Most first payments are due at the same time documents are signed, followed by the second payment due within 30 days. Lessee's first payment is due on 6/5/2021 12:00:00AM. Payments received after 3:00 p.m. MST will be credited to the next business day.

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

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

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

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

TRANS LEASE, INC.  
PO BOX 211397  
Denver CO 80221

LESSEE:  
PIPO'S TRUCKING LLC

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

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

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

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

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

DocuSigned by:

*Oscar A. Hernandez*

OSCAR A. HERNANDEZ

Date: 5/21/2021 12:00:00AM



Power of Attorney - Schedule B

Lease No.: 12105364- 001

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

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

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement between Lessee and Lessor dated May 21, 2021 ("Master Lease").

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

Vehicle Description

2021 PETERBILT 567 TRUCK W/HERITAGE HS-SP 176" DUMP BODY  
S/N: HS-5893


Serial Number

1NPCX4EX9MD701651

LESSEE:

PIPO'S TRUCKING LLC

Signed in the presence of

X   
Witness Signature

X   
Signature, OSCAR A. HERNANDEZ

Date: 5/21/2021 12:00:00AM

**Daimler Truck Financial**

**ASSIGNMENT AND ACKNOWLEDGMENT OF ASSIGNMENT OF CONTRACT  
(PledgeLine Program)**

TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.

Lease Date: May 21, 2021 Lease Number: 12105364 - 001  
Lessee: PIPO'S TRUCKING LLC  
Vehicle: See Schedule A  
Vehicle I.D.# See Schedule A

For multiple units, see Attached Schedule "A," incorporated herein by this reference.

THIS ASSIGNMENT AND ACKNOWLEDGMENT OF ASSIGNMENT OF LEASE ("Assignment and Acknowledgement") is entered into as of the 21 day of May, 2021 by and between the above name Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC., a Colorado corporation ("Lessor") with regard to MERCEDES-BENZ FINANCIAL SERVICES USA LLC dba DAIMLER TRUCK FINANCIAL ("Lender"). Lessee and Lessor are sometimes collectively referred to herein as the "Parties".

2. **Assignment.** Borrower hereby collaterally assigns to Lender, in accordance with the terms of that certain Master Funding Agreement and Blanket Collateral Assignment, Lessor's rights under the Lease, including without limitation Lessor's ownership interest, lien and other rights in the Vehicle(s) identified above, together with all rights which may have arisen before the date of this Assignment and Acknowledgment. Lessee and Lessor acknowledge and agree that Lender, in its sole discretion, may direct Purchaser to make the payments directly to Lender.

3. **Acknowledgment of Encumbrance.** The Parties acknowledge that the Vehicle(s) is encumbered by the lien of Lender, pursuant to that certain Master Funding Agreement and Blanket Collateral Assignment between Lessor and Lender; which lien is, and shall be, superior to the rights of Lessor and Lessee under the Lease. Lessee acknowledges and agrees that its rights under the Lease, including, but not limited to, the option to purchase, if any, and its rights in the Vehicle(s) identified above are in all respects subordinate, inferior and subject to the lien of Lender in the Lease and the Vehicle(s). The Parties acknowledge: (i) such lien shall continue to attach to the Vehicle(s) until the Advance made by Lender in connection with the Vehicle(s) is paid in full, together with all interest thereon; (ii) upon notice from Lender, Lessee will make lease or rental payments directly to Lender; (iii) Lessee will not make more than one rental payment in advance to Lessor; and (iv) Lessee will not hold Lender liable for the performance or non-performance of any of Lessor's obligations under the Lease, or otherwise, nor will it withhold lease or rental payments from Lender on account of Lessor's performance or non-performance. Lessee hereby agrees not to sell, lease, sublease or assign any interest in the Vehicle(s). It is acknowledged by the Parties that Lender is intended to be a third-party beneficiary of this Assignment and Acknowledgment.

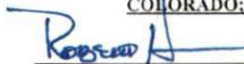
4. **Electronic Storage: Reproduction Deemed an Original.** The Parties may electronically store and preserve this Assignment and Acknowledgment, and discard and otherwise destroy the original signed document(s). Any reproduction of this Assignment and Acknowledgment containing a replication of the Parties' original signatures and derived from any Party's electronic storage system will be deemed to be original and authentic, and may serve in the place of the original signed document for all purposes.

5. **Binding Effect.** This Assignment and Acknowledgment shall be binding upon the successors and assigns of each of the Parties.

IN WITNESS WHEREOF this Assignment and Acknowledgment has been duly executed by and on behalf of the undersigned as of the date first above written.

LESSOR: TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.

LESSEE: PIPO'S TRUCKING LLC

By:   
Title: Vice President

By: X   
Title: MEMBER

By: X  
Title: \_\_\_\_\_



Affidavit of Signature Authority

PIPO'S TRUCKING LLC


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

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

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

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

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

Name	Title	Signature
OSCAR A HERNANDEZ	<i>Oscar A Hernandez</i>	X 

IN WITNESS WHEREOF  
PIPO'S TRUCKING LLC

By: X 

Title: *Oscar A Hernandez*  
Corporate Secretary/Authorized Signer

Date: May 21, 2021



Continuing Guaranty

Master Lease Agreement No.: 12105364

<p><b>Guarantor(s):</b></p> <p>1. <u>OSCAR A. HERNANDEZ</u></p>	<p><b>Company:</b></p> <p>TRANS LEASE, INC. D/B/A TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC; SUMMIT FINANCE CO.</p> <p>1400 W. 62nd Ave Denver, CO 80221</p>
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1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above-named Guarantors do hereby jointly and severally guaranty to Trans Lease, Inc. (hereinafter called "Company"), subject to the terms and conditions of this Continuing Guaranty (this "Guaranty"), that PIPO'S TRUCKING LLC (hereinafter called "Obligor") shall promptly and fully pay and perform any and all liabilities and obligations which now exist and/or which may hereafter accrue in any manner from Obligor to Company and in the event the Obligor fails at any time or times to promptly pay or perform any such obligations as the same become due, the Guarantors and each of them hereby jointly and severally promises to pay and perform any and all such obligations as the same become due from Obligor to Company, forthwith, upon demand and including attorneys' fees incurred in enforcing payment and performance of the Guarantors' obligations under this Guaranty.

2. This is an absolute and unconditional continuing Guaranty and by this Guaranty, the Guarantors and each of them hereby jointly and severally guaranty the prompt payment and performance of any and all obligations which may now exist and/or may hereafter accrue at any time or times from Obligor to Company until the Guarantors have delivered to Company a notice signed by them at their election not to guaranty any new obligations from Obligor to Company which may thereafter accrue. Such notice shall not in any way affect the promise of the Guarantors hereunder to pay and perform any and all obligations from Obligor to Company, existing at the time such notice is given. Any notice by any Guarantor of such election shall be effective only against the Obligor's obligations to the Company incurred after the date of receipt of such notice by the Company and shall only apply to the Guarantor giving such notice, and all of the obligations of the other Guarantor(s) under this Guaranty shall continue and not be affected in any way by such notice.

3. Each of the Guarantors waives all notice of acceptance of this Guaranty by the Company, all notice of the extension of credit from time to time given by Company to Obligor and all notice of the amount of the obligations of the Obligor to the Company, which may exist from time to time, and agree that if any one of the Guarantors desires at any time to ascertain the amount of liability accrued under this Guaranty, such Guarantor will make written inquiry to the Company.

4. Each of the Guarantors hereby waives, to the fullest extent permitted by applicable law, all notices and/or defenses to which a guarantor or surety may be entitled including, without limitation, (a) presentment for payment, protest and notice of protest and of nonperformance of any note or notes made or hereafter made by Obligor to Company or of any other items or obligations held or hereafter held

by Company against Obligor; (b) all rights, by statute or otherwise, to require Company to make demand upon or institute suit against Obligor or any other Guarantor or to exhaust its rights or remedies against Obligor or any other Guarantor, the Guarantors hereunder and each of them being bound to the payment and performance of each and all obligations of Obligor to Company, whether now existing or hereafter accruing, as fully as if each obligation was directly owing to Company by each Guarantor and as fully as if each Guarantor was a joint maker with Obligor upon each obligation made or hereafter made by Obligor to Company; (c) notice of adverse change in Obligor's financial condition or of any other fact or circumstance which might materially increase a Guarantor's risk; (d) any right to require Company to marshal assets or proceed against or exhaust any security held from the Obligor or any other person; (e) notice of any extensions, modifications or renewals of any of the obligations of Obligor to Company; (f) any defense based upon (i) disability or lack of authority of the Obligor or any other person; or (ii) any act or omission by Company which directly or indirectly discharges or releases the Obligor or any other Guarantor, in whole or in part, from any obligation or that impairs any rights, remedies or security.

5. Forbearance on the part of Company to take steps to enforce the obligations held by it against Obligor, arising from Obligor's default in any respect whatever or the giving of further time to Obligor, shall in no way release the Guarantors or any of them, and the Guarantors and each of them shall remain liable hereunder for the prompt payment and performance of all notes signed by Obligor and made to Company and all renewals thereof and all other obligations which may now exist and/or may hereafter accrue from Obligor to Company. Guarantors authorize Company either before or after revocation hereof, without notice to or demand on any Guarantor, and without affecting any Guarantor's liability hereunder, from time to time, to: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of any obligation, including increase or decrease of the rate of interest thereon; (b) exchange, enforce, waive, subordinate or release any security for the payment of any obligation; (c) apply such security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement, mortgage, or deed of trust, as Company in its discretion may determine; (d) release or substitute any one or more of the endorsers or any other guarantors of any obligation or any other party thereto; and (e) apply payments received by Company from the Obligor to any indebtedness of the Obligor to Company, in such order as Company shall determine in its sole discretion, whether or not such indebtedness is covered by this Guaranty, and each Guarantor hereby waives any provision of law regarding application of payments which specifies otherwise.

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

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

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

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

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

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

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

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

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

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

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

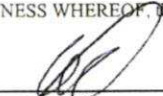
in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government, or (iii) that is otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Company,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

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

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


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

IN WITNESS WHEREOF, the said Guarantors have hereunto subscribed their names this 21 day of May 2021.

X   
\_\_\_\_\_  
Guarantor Signature:

OSCAR A. HERNANDEZ  
\_\_\_\_\_  
Printed Name:

Address: 6511 Madison Street  
\_\_\_\_\_  
West New York, NJ 07093  
\_\_\_\_\_

X   
\_\_\_\_\_  
Witness Signature:



Master Lease Agreement

Master Lease Agreement No.: 12105364

<p>Lessee:</p> <p>PIPO'S TRUCKING LLC</p> <p>6511 Madison Street West New York, NJ 07093</p> <p>Organization Type: LLC State of Organization: New Jersey</p>	<p>Lessor:</p> <p>TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO.</p> <p>1400 W. 62nd Avenue Denver, CO 80221</p> <p>Effective Date: <u>March 21, 2023</u></p>
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CORRECT COPY OF THE ORIGINAL  
 STATE OF COLORADO, COUNTY OF ADAMS  
 PURSUANT TO 12-55-119  
 MARISSA LEANN WEBER  
 NOTARY PUBLIC  
 STATE OF COLORADO  
 MY COMMISSION EXPIRES 01/22/2027

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the repossessed Equipment contains property not belonging to Lessor,

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

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

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

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

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

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

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

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

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

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

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

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

Master Lease Agreement No.: 12105364

<b>Lessee:</b> PIPO'S TRUCKING LLC  6511 Madison Street West New York, NJ 07093  Organization Type: LLC State of Organization: New Jersey	<b>Lessor:</b> TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO, GEP LEASING, INC.; SUMMIT FINANCE CO 1400 W. 62nd Avenue Denver, CO 80221  <b>Effective Date:</b> <u>April 18, 2022</u>
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1. **EQUIPMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, subject to the terms of this Master Lease Agreement (this "Master Lease") and each schedule or rider now or hereinafter executed pursuant to this Master Lease (each, a "Schedule," collectively, the "Schedules," and altogether with the Master Lease, the "Lease Documents"), the titled and non-titled equipment together with all attachments, replacements, parts, substitutions, additions, repairs, accessions, and accessories now or hereafter incorporated therein or attached thereto (the "Equipment") described in any Schedule A executed by the parties hereto and made a part of this Master Lease by reference therein (each, a "Lease"). Except as specifically modified with respect to certain Equipment by the appropriate Schedule identifying such Equipment, all of the terms and conditions of this Master Lease shall govern the rights and obligations of Lessee and Lessor with respect to such Equipment.

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

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

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

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

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

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

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

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

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



Power of Attorney - Schedule B

Lease No.: 12105364- 003

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

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

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement between Lessee and Lessor dated April 18, 2022 ("Master Lease").

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

Vehicle Description

2023 PETERBILT 567 TRUCK W/ TRIAD DL DUMP BODY S/N: DL-418474

Serial Number

1NPCXPTX0PD850149

LESSEE:

PIPO'S TRUCKING LLC

Signed in the presence of

X [Signature]
Witness Signature

X [Signature]
Signature, OSCAR A. HERNANDEZ MELIAN

Date: 4/18/2022 12:00 00AM

the internal laws of the State of Colorado (without regard to any conflict of law principles), including all matters of construction, validity, and performance, regardless of the location of the Equipment supplied hereunder. Lessor and Lessee agree that this Master Lease was entered into at Lessor's address set forth above. **LESSEE EXPRESSLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE HEREUNDER.** Lessee hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Lessee hereby irrevocably waives and agrees not to assert by way of motion, defense, or otherwise, any claim that Lessee is not subject personally to the jurisdiction of such courts, that the Equipment leased hereunder or any other property of Lessee is exempt or immune from attachment or execution, that any action brought under this Master Lease is brought in an inconvenient forum, that the venue of the action is improper, or that this Master Lease cannot be enforced by such courts. Notwithstanding the foregoing, Lessor may bring an action in replevin, trespass, detinue, trover, or any similar action in any jurisdiction in which the property subject to such action is located.

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

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

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


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

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

LESSEE:

PIPO'S TRUCKING LLC

X

  
\_\_\_\_\_  
Signature, OSCAR A. HERNANDEZ MELIAN

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

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

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

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

LESSOR:

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

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

Title: \_\_\_\_\_



Power of Attorney - Schedule B

Lease No.: 12105364- 003

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

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

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement between Lessee and Lessor dated April 18, 2022 ("Master Lease").

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

Vehicle Description

2023 PETERBILT 567 TRUCK W/ TRIAD DL DUMP BODY S/N: DL-418474

Serial Number

1NPCXPTX0PD850149

LESSEE:

PIPO'S TRUCKING LLC

Signed in the presence of

X [Handwritten Signature]
Witness Signature

X [Handwritten Signature]
Signature OSCAR A. HERNANDEZ MELIAN

Date: 4/18/2022 12:00 00AM

the internal laws of the State of Colorado (without regard to any conflict of law principles), including all matters of construction, validity, and performance, regardless of the location of the Equipment supplied hereunder. Lessor and Lessee agree that this Master Lease was entered into at Lessor's address set forth above. **LESSEE EXPRESSLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE HEREUNDER.** Lessee hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Lessee hereby irrevocably waives and agrees not to assert by way of motion, defense, or otherwise, any claim that Lessee is not subject personally to the jurisdiction of such courts, that the Equipment leased hereunder or any other property of Lessee is exempt or immune from attachment or execution, that any action brought under this Master Lease is brought in an inconvenient forum, that the venue of the action is improper, or that this Master Lease cannot be enforced by such courts. Notwithstanding the foregoing, Lessor may bring an action in replevin, trespass, detinue, trover, or any similar action in any jurisdiction in which the property subject to such action is located.

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

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

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

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

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

LESSEE:

PIPO'S TRUCKING LLC

X

  
\_\_\_\_\_  
Signature, OSCAR A. HERNANDEZ MELIAN

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

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

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

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

LESSOR:

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

By: 

Title: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the repossessed Equipment contains property not belonging to Lessor,

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

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

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

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

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

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

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

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

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

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

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

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

Master Lease Agreement No.: 12105364

<b>Lessee:</b> PIPO'S TRUCKING LLC  6511 Madison Street West New York, NJ 07093  Organization Type: LLC State of Organization: New Jersey	<b>Lessor:</b> TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO, GEP LEASING, INC.; SUMMIT FINANCE CO 1400 W. 62nd Avenue Denver, CO 80221  <b>Effective Date:</b> April 18, 2022
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**1. EQUIPMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, subject to the terms of this Master Lease Agreement (this "Master Lease") and each schedule or rider now or hereinafter executed pursuant to this Master Lease (each, a "Schedule," collectively, the "Schedules," and altogether with the Master Lease, the "Lease Documents"), the titled and non-titled equipment together with all attachments, replacements, parts, substitutions, additions, repairs, accessions, and accessories now or hereafter incorporated therein or attached thereto (the "Equipment") described in any Schedule A executed by the parties hereto and made a part of this Master Lease by reference therein (each, a "Lease"). Except as specifically modified with respect to certain Equipment by the appropriate Schedule identifying such Equipment, all of the terms and conditions of this Master Lease shall govern the rights and obligations of Lessee and Lessor with respect to such Equipment.

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

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

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

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

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

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

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

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

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


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

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

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

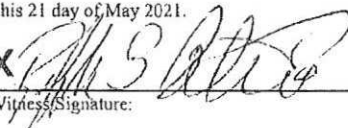
18. In the event this Guaranty is signed by only one person, then the term "Guarantors" herein shall be considered to be in the singular.

IN WITNESS WHEREOF, the said Guarantors have hereunto subscribed their names this 21 day of May 2021.

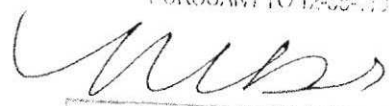
X   
\_\_\_\_\_  
Guarantor Signature:

OSCARA. HERNANDEZ  
\_\_\_\_\_  
Printed Name:

Address: 6511 Madison Street  
West New York, NJ 07093

X   
\_\_\_\_\_  
Witness Signature:

I HEREBY CERTIFY THAT THIS IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL  
STATE OF COLORADO, COUNTY OF ADAMS  
PURSUANT TO 12-35-010



MARISA LEEANN WEBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194002855  
MY COMMISSION EXPIRES 01/22/2027

SCANNED

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

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

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

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

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

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

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

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

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

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

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



Continuing Guaranty

Master Lease Agreement No.: 12105364

<p>Guarantor(s):</p> <p>1. <u>OSCAR A. HERNANDEZ</u></p>	<p>Company:</p> <p>TRANS LEASE, INC. D/B/A TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC; SUMMIT FINANCE CO.</p> <p>1400 W. 62nd Ave Denver, CO 80221</p>
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1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above-named Guarantors do hereby jointly and severally guaranty to Trans Lease, Inc. (hereinafter called "Company"), subject to the terms and conditions of this Continuing Guaranty (this "Guaranty"), that PIPO'S TRUCKING LLC (hereinafter called "Obligor") shall promptly and fully pay and perform any and all liabilities and obligations which now exist and/or which may hereafter accrue in any manner from Obligor to Company and in the event the Obligor fails at any time or times to promptly pay or perform any such obligations as the same become due, the Guarantors and each of them hereby jointly and severally promises to pay and perform any and all such obligations as the same become due from Obligor to Company, forthwith, upon demand and including attorneys' fees incurred in enforcing payment and performance of the Guarantors' obligations under this Guaranty.

2. This is an absolute and unconditional continuing Guaranty and by this Guaranty, the Guarantors and each of them hereby jointly and severally guaranty the prompt payment and performance of any and all obligations which may now exist and/or may hereafter accrue at any time or times from Obligor to Company until the Guarantors have delivered to Company a notice signed by them at their election not to guaranty any new obligations from Obligor to Company which may thereafter accrue. Such notice shall not in any way affect the promise of the Guarantors hereunder to pay and perform any and all obligations from Obligor to Company, existing at the time such notice is given. Any notice by any Guarantor of such election shall be effective only against the Obligor's obligations to the Company incurred after the date of receipt of such notice by the Company and shall only apply to the Guarantor giving such notice, and all of the obligations of the other Guarantor(s) under this Guaranty shall continue and not be affected in any way by such notice.

3. Each of the Guarantors waives all notice of acceptance of this Guaranty by the Company, all notice of the extension of credit from time to time given by Company to Obligor and all notice of the amount of the obligations of the Obligor to the Company, which may exist from time to time, and agree that if any one of the Guarantors desires at any time to ascertain the amount of liability accrued under this Guaranty, such Guarantor will make written inquiry to the Company.

4. Each of the Guarantors hereby waives, to the fullest extent permitted by applicable law, all notices and/or defenses to which a guarantor or surety may be entitled including, without limitation, (a) presentment for payment, protest and notice of protest and of nonperformance of any note or notes made or hereafter made by Obligor to Company or of any other items or obligations held or hereafter held

by Company against Obligor; (b) all rights, by statute or otherwise, to require Company to make demand upon or institute suit against Obligor or any other Guarantor or to exhaust its rights or remedies against Obligor or any other Guarantor, the Guarantors hereunder and each of them being bound to the payment and performance of each and all obligations of Obligor to Company, whether now existing or hereafter accruing, as fully as if each obligation was directly owing to Company by each Guarantor and as fully as if each Guarantor was a joint maker with Obligor upon each obligation made or hereafter made by Obligor to Company; (c) notice of adverse change in Obligor's financial condition or of any other fact or circumstance which might materially increase a Guarantor's risk; (d) any right to require Company to marshal assets or proceed against or exhaust any security held from the Obligor or any other person; (e) notice of any extensions, modifications or renewals of any of the obligations of Obligor to Company; (f) any defense based upon (i) disability or lack of authority of the Obligor or any other person; or (ii) any act or omission by Company which directly or indirectly discharges or releases the Obligor or any other Guarantor, in whole or in part, from any obligation or that impairs any rights, remedies or security.

5. Forbearance on the part of Company to take steps to enforce the obligations held by it against Obligor, arising from Obligor's default in any respect whatever or the giving of further time to Obligor, shall in no way release the Guarantors or any of them, and the Guarantors and each of them shall remain liable hereunder for the prompt payment and performance of all notes signed by Obligor and made to Company and all renewals thereof and all other obligations which may now exist and/or may hereafter accrue from Obligor to Company. Guarantors authorize Company either before or after revocation hereof, without notice to or demand on any Guarantor, and without affecting any Guarantor's liability hereunder, from time to time, to: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of any obligation, including increase or decrease of the rate of interest thereon; (b) exchange, enforce, waive, subordinate or release any security for the payment of any obligation; (c) apply such security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement, mortgage, or deed of trust, as Company in its discretion may determine; (d) release or substitute any one or more of the endorsers or any other guarantors of any obligation or any other party thereto; and (e) apply payments received by Company from the Obligor to any indebtedness of the Obligor to Company, in such order as Company shall determine in its sole discretion, whether or not such indebtedness is covered by this Guaranty, and each Guarantor hereby waives any provision of law regarding application of payments which specifies otherwise.

SCANNED



Affidavit of Signature Authority

PIPO'S TRUCKING LLC


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

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

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

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

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

Name	Title	Signature
OSCAR A HERNANDEZ _____	<i>owner</i> _____	X  _____

IN WITNESS WHEREOF  
PIPO'S TRUCKING LLC


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

Title: *owner* \_\_\_\_\_  
Corporate Secretary/Authorized Signer

Date: May 21, 2021

SCANNED

HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL STATE OF COLORADO, COUNTY OF ADAMS, PURSUANT TO 12-35-410



MARISA LEEANN WEBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194002855  
MY COMMISSION EXPIRES 01/22/2027



Power of Attorney - Schedule B

Lease No.: 12105364- 004

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

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

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement between Lessee and Lessor dated March 21, 2023 ("Master Lease").

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

Vehicle Description

2024 PETERBILT 567 TRUCK W/MAXXFORCE BFL STEEL DUMP BODY  
S/N: 33525-1

Serial Number

1NPCX4EX0RD899527

LESSEE:

PIPO'S TRUCKING LLC

Signed in the presence of:

X Witness Signature

X Signature, OSCAR A. HERNANDEZ MELIAN

Date: 3/21/2023 12:00:00AM

HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT OF COLORADO, COUNTY OF ADAMS, REC'D STATE PUBLIC 12-55-119

MARISA LEEANN WEBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194002855  
MY COMMISSION EXPIRES 01/22/2027



Notice of Assignment of Lease and Acknowledgment

March 21, 2023

PIPO'S TRUCKING LLC
6511 Madison Street
West New York, NJ 07093

Lessee confirms that, as of the Effective Date, under the Master Lease, there are 61 scheduled monthly payments of \$4,594.99 (plus applicable taxes), that the next scheduled monthly payment is due on April 05, 2023 and that the final scheduled payment is due on May 05, 2028.

Dear PIPO'S TRUCKING LLC:

Reference is made to Master Lease No.12105364 dated 03/21/2023 pursuant to that certain schedule 004 between TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC. ("Lessor"), and PIPO'S TRUCKING LLC ("Lessee"), which shall be referred to herein as the "Master Lease".

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

Please be advised that the Lessor has assigned its rights, including the right to receive payment, under the Master Lease, and its interest in the equipment and other personal property described therein ("Equipment") effective March 21, 2023 ("Effective Date") to WELLS FARGO EQUIPMENT FINANCE ("Assignee"). The foregoing assignment is being made by Lessor to Assignee as collateral security for the full payment and performance by Lessor of all of its obligations under the loan documents between Lessor and Assignee evidencing the loan made by Assignee to Lessor (the "Loan"). However, until the occurrence of an Event of Default (as such term is defined in the loan documents evidencing and securing the Loan), Lessor shall continue to enjoy all the rights and privileges of lessor under the Master Lease. Further, unless and until you receive written notice otherwise from the Assignee, Lessee shall continue to make payment to the Lessor as agent for the Assignee; provided, however, no prepayment or change in the manner or recipient of payments under the Master Lease shall be made without the prior written consent of Assignee.

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

LESSEE:
PIPO'S TRUCKING LLC

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

X [Signature]
Signature: OSOARA, HERNANDEZ MELIAN

By: [Signature]
Title: Vice President

Date: 3/21/2023



## Lease Facts

Schedule No.: 12105364-004

This schedule is a Schedule and made a part of the Lease Documents as such terms are defined in the Master Lease Agreement between Lessee and Lessor dated March 21, 2023 ("Master Lease").

**Payments:** Most first payments are due at the same time documents are signed, followed by the second payment due within 30 days. Lessee's first payment is due on 4/5/2023 12:00:00AM. Payments received after 3:00 p.m. MST will be credited to the next business day.

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

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

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

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

TRANS LEASE, INC.  
PO BOX 211397  
Denver CO 80221

LESSEE:  
PIPO'S TRUCKING LLC

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

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

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

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

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

X

  
Signature: OSCAR A. HERNANDEZ MELIAN

Date: 3/21/2023 12:00:00AM



Agreement to Provide Insurance for Leases

Master Lease No.: 12105364-004

In accordance with the Master Lease Agreement, dated March 21, 2023 ("Master Lease"), between the undersigned Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. ("Trans Lease"), Lessee hereby agrees to provide Trans Lease with certificate(s) of insurance evidencing physical damage coverage including comprehensive and collision coverage.

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

- 1. Lessee's Name must be listed on certificate as: PIPO'S TRUCKING LLC
single limit: \$1,000,000 for Bodily Injury / \$1,000,000 for Per Person / \$1,000,000 for Property Damage.
2. Lessee must be the named insured on the policy. If not named insured, additional insured status must be provided for both Primary Auto liability and Non-Trucking (bobtail) liability.
3. Vehicle:
Vehicle Description Serial Number Actual Cash Value
2024 PETERBILT 567 INPCX4EX0RD899527 \$298,375.00
TRUCK W/MAXXFORCE
BFL STEEL DUMP BODY
S/N: 33525-1
4. Proof of Primary Auto liability & Non-Trucking liability (if applicable) with a minimum amount of: \$1,000,000 combined

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

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

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

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

LESSEE:
PIPO'S TRUCKING LLC

X [Signature]
Signature, OSCAR A. HERNANDEZ MELIAN

Date: 3/21/2023 12:00:00AM



**Delivery and Acceptance Schedule for Leases**

Master Lease No.: 12105364-004

This document is a Schedule and made a part of the Lease Documents as such term is defined in the Master Lease Agreement ("Master Lease") dated March 21, 2023 between the undersigned Lessee and TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. ("Lessor"). In accordance with the Master Lease, Lessee hereby certifies and represents to Lessor as follows:

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

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

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

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


<u>Vehicle Description</u>	<u>Serial Number</u>
2024 PETERBILT 567 TRUCK W/MAXXFORCE BFL STEEL DUMP BODY S/N: 33525-1	1NPCX4HX0RD899527

Date of Delivery: March 21, 2023  
Point of Delivery: 1602 70TH STREET, North Bergen, NJ 07047  
County: Hudson

LESSEE:  
PIPO'S TRUCKING LLC

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

X   
Signature, OSCAR A. HERNANDEZ MELIAN

By:   
Title: Vice President

Date: 3/21/2023 12:00:00AM

No. of Payments	Payment Date	Base Lease Payment	Tax	PPT Escrow Amount	Total Payment
1	01/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	02/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	03/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	04/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	05/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	06/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	07/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	08/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	09/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	10/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	11/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	12/05/2027	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	01/05/2028	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	02/05/2028	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	03/05/2028	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	04/05/2028	\$4,594.99	\$0.00	\$0.00	\$4,594.99

Lessee:


PIPO'S TRUCKING LLC

X   
 \_\_\_\_\_  
 Signature, OSCAR A. HERNANDEZ MELIAN

Date: March 21, 2023

Lessor:

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

By:   
 \_\_\_\_\_  
 Title: Vice President



## SCHEDULE "A" VEHICLE DESCRIPTION AND TERMS

PIPO'S TRUCKING LLC, Lessee  
 6511 Madlson Street  
 West New York, NJ 07093

Master Lease Agreement No. 12105364  
 Schedule No. 004

No. of Payments	Payment Date	Base Lease Payment	Tax	PPT Escrow Amount	Total Payment
1	04/05/2023	\$29,837.50	\$0.00	\$0.00	\$29,837.50
1	05/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	06/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	07/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	08/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	09/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	10/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	11/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	12/05/2023	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	01/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	02/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	03/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	04/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	05/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	06/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	07/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	08/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	09/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	10/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	11/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	12/05/2024	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	01/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	02/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	03/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	04/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	05/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	06/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	07/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	08/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	09/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	10/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	11/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	12/05/2025	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	01/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	02/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	03/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	04/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	05/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	06/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	07/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	08/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	09/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	10/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	11/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99
1	12/05/2026	\$4,594.99	\$0.00	\$0.00	\$4,594.99



Schedule "A" Vehicle Description and Terms

PIPO'S TRUCKING LLC, Lessee
6511 Madison Street
West New York, NJ 07093

Master Lease No.: 12105364-004

This Schedule is executed and delivered this March 21, 2023 ("Delivery Date") pursuant to the terms of that certain Master Lease Agreement No. 12105364 dated March 21, 2023, by and between the undersigned Lessor and Lessee ("Master Lease"). Terms used in this Schedule and not defined herein are defined in the Master Lease.

Table with 4 columns: Year/Make/Model, Serial Number, Base Location, Contract Date. Row 1: 2024 PETERBILT 567 TRUCK, INPCX4EX0RD899527, 1602 70TH STREET, North Bergen, NJ 07047, 03/21/2023

Table with 2 columns: Item, Amount. Rows include Capitalized Cost (\$298,375.00), Security Deposit (\$0.00), Residual Value (\$89,300.00), Term (61), Payment Start Date (04/05/2023), Administration Fee (\$695.00), Base Lease Payment (\$4,594.99), Sales Tax (\$0.00), Personal Property Tax (\$0.00), Other (\$0.00), Total Payment (\$4,594.99)

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

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

LESSEE:
PIPO'S TRUCKING LLC

X [Signature]
Signature: OSCAR A. HERNANDEZ MELIAN

Date: 3/21/2023 12:00:00AM

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

By: [Signature]

Title: Vice President



TRAC Rider to Schedule A Lease

Master Lease Agreement No.: 12105364

Schedule A Lease No.: 004

Lessee:
PIPO'S TRUCKING LLC

6511 Madison Street
West New York, NJ 07093

Organization Type: LLC
State of Organization: New Jersey

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

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

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

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

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

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

Lessee agrees that the potential benefits or liabilities contemplated herein are not intended to create any equity interest in any Equipment for Lessee, but rather are designed as an incentive for Lessee to properly maintain the Equipment as required by the Master Lease.

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

LESSEE:
PIPO'S TRUCKING LLC

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

X [Signature]
Signature: OSCAR A. HERNANDEZ MELJAN

By: [Signature]
Title: Vice President

Date: March 21, 2023



**TRAC Certification**

Master Lease Agreement No.: 12105364

Schedule A Lease No.: 004

<b>Lessee:</b> PIPO'S TRUCKING LLC  6511 Madison Street West New York, NJ 07093  Organization Type: LLC State of Organization: New Jersey	<b>Lessor:</b> TRANS LEASE, INC. DBA TRANS LEASE, INC.; TRANS LEASE, INC. OF COLORADO; GEP LEASING, INC.; SUMMIT FINANCE CO. 1400 W. 62nd Avenue Denver, CO 80221
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In accordance with Section 7701(h) of the Internal Revenue Code of 1986, under penalty of perjury, Lessee hereby certifies that:

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

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

LESSEE:

PIPO'S TRUCKING LLC

X   
Signature: OSCAR A. HERNANDEZ MELIAN

Date: 3/21/2023 12:00:00AM

the internal laws of the State of Colorado (without regard to any conflict of law principles), including all matters of construction, validity, and performance, regardless of the location of the Equipment supplied hereunder. Lessor and Lessee agree that this Master Lease was entered into at Lessor's address set forth above. **LESSEE EXPRESSLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE HEREUNDER.** Lessee hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Lessee hereby irrevocably waives and agrees not to assert by way of motion, defense, or otherwise, any claim that Lessee is not subject personally to the jurisdiction of such courts, that the Equipment leased hereunder or any other property of Lessee is exempt or immune from attachment or execution, that any action brought under this Master Lease is brought in an inconvenient forum, that the venue of the action is improper, or that this Master Lease cannot be enforced by such courts. Notwithstanding the foregoing, Lessor may bring an action in replevin, trespass, detinue, trover, or any similar action in any jurisdiction in which the property subject to such action is located.

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

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

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

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

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

LESSEE:

PIPO'S TRUCKING LLC

X  \_\_\_\_\_  
Signature, OSCAR A. HERNANDEZ MELIAN

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

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

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


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

LESSOR:

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

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

HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL STATE OF COLORADO, COUNTY OF ADAMS PURSUANT TO 12-55-119

  
MARISA LEEANN WEBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194002856  
MY COMMISSION EXPIRES 01/22/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the repossessed Equipment contains property not belonging to Lessor,