

RECEIPT

DATE

6/15/26

No.

735806

RECEIVED FROM

Magnolia Trucking LLC

\$ 350.00

Three hundred fifty and ⁰⁰/₁₀₀

DOLLARS

 FOR RENT FOR

DE-SW-1982

| | |
|----------|--|
| ACCOUNT | |
| PAYMENT | |
| BAL. DUE | |

 CASH CHECK MONEY
ORDER CREDIT
CARD

FROM

1779

TO

BY

M.M.

Void

RECEIPT

DATE 6/1/26

No. 952594

RECEIVED FROM Magnolia Trucking LLC

\$ 350.00

Three hundred fifty and ⁰⁰/₁₀₀ DOLLARS

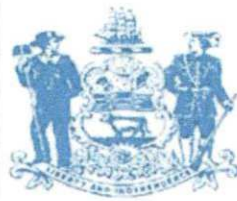
FOR RENT
 FOR DE-SW-1982

| | |
|----------|--|
| ACCOUNT | |
| PAYMENT | |
| BAL. DUE | |

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM 1759 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:

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.
[X] Renewal: Permit # DE-SW- 1982 Expiration Date 6/30/26

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 Magnolia Trucking LLC

| Location Address: | Mailing Address: |
|----------------------------|----------------------------|
| <u>510A Hudson Street</u> | <u>510A Hudson Street</u> |
| <u>Hackensack NJ 07601</u> | <u>Hackensack NJ 07601</u> |
| | |

Contact: Maria Monzon Title: owner

Business Phone: 201-270-7148 Fax: _____

E-mail: magnoliatrucking17@gmail.com

24 hr Emergency Contact Phone: 201-270-7148

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 _____
 - No transporter permits in other states

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

DOT# 3268303 MC# 1031325-C

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

10. Proof of Financial Responsibility

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

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

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

| | FOR-HIRE INTERSTATE | ALL OTHERS |
|---|--|--|
| Residential Waste | \$750,000.00 + MCS-90 <input type="checkbox"/> | \$350,000.00 <input type="checkbox"/> |
| Commercial Waste | \$750,000.00 + MCS-90 <input type="checkbox"/> | \$350,000.00 <input 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 Maria Monzon Date 5/26/26

Print Name Maria Monzon Title Managing Member

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

SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
 - 1). Reflectors and/or flares
 - 2). Fire extinguisher
 - 3). First aid kit
 - 4). Heavy-duty gloves, hard hat
 - 5). Flashlight
 - 6).
- (2) All loads will be enclosed, covered, or 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). *See attachment*
 - 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: *Maria Monzon* 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.

Spill Control Plan for Magnolia Trucking LLC

1. Purpose and Objective

The purpose of this Spill Control Plan (SCP) is to establish procedures for preventing and responding to any hazardous material spills or releases associated with the operations of **Magnolia Trucking LLC**. This plan is designed to ensure the safety of employees, protect the environment, and comply with local, state, and federal regulations.

2. Company Information

- **Company Name:** Magnolia Trucking LLC
- **Address:** 510A Hudson St, Hackensack, NJ 07601
- **Primary Contact:** Maria Monzon
- **Phone Number:** 201-270-7148
- **Email Address:** magnoliatrucking17@gmail.com
- **Regulatory Compliance:** [Applicable regulations such as EPA, OSHA, etc.]

3. Types of Spills Covered

This plan applies to all types of spills that may occur during operations, including:

- Fuel or oil spills from vehicles
- Hydraulic fluid or coolant leaks
- Any hazardous waste or material spills during transportation

4. Spill Prevention Measures To reduce the risk of spills, the following preventive measures will be implemented:

- **Regular Maintenance:** All vehicles will undergo routine inspections and maintenance to prevent leaks and malfunctions. This includes checking for fuel, oil, and hydraulic fluid leaks.
- **Employee Training:** All employees will be trained on spill prevention, spill response procedures, and the use of containment equipment.
- **Vehicle Equipment:** Ensure that all dump trucks have functioning drip pans or catch basins in case of small leaks or drips.
- **Fueling Procedures:** Employees will follow proper fueling procedures, including monitoring the fuel gauge during fueling to prevent overflows.
- **Proper Storage:** Chemicals, oils, and other hazardous materials will be stored in designated containers and areas that meet regulatory requirements.

5. Spill Response Procedures In the event of a spill, the following steps will be taken immediately:

1. **Alert & Assess:** The driver or employee must immediately report the spill to the designated spill coordinator and assess the extent of the spill.
2. **Evacuate Area (if needed):** Ensure that all personnel are safe, and evacuate the area if the spill is hazardous or poses a threat to human health or the environment.
3. **Contain the Spill:**

Spill Control Plan for Magnolia Trucking LLC

- If possible, use absorbent materials (such as spill pads or booms) to contain the spill.
 - Block drains and ditches to prevent the spread of contaminants.
 - Utilize emergency shutoff valves if the source of the spill is a vehicle or equipment malfunction.
4. **Report the Spill:**
- Report the spill to the appropriate regulatory authorities (e.g., EPA, local emergency management) within the required time frame.
 - Document the spill incident, including the type of material, volume spilled, and any actions taken.
5. **Clean-up:**
- Use appropriate personal protective equipment (PPE) to safely clean up the spill.
 - Apply absorbent materials to soak up the spilled material.
 - Dispose of contaminated materials according to local hazardous waste disposal regulations.

6. **Spill Kit Inventory** Each vehicle and storage area will be equipped with a spill kit containing the following materials:

- Absorbent pads, mats, and booms
- Gloves and personal protective equipment (PPE)
- Shovels and brooms
- Spill containment barriers
- Waste disposal bags or drums for contaminated materials
- Emergency contact numbers and spill response guides

7. **Reporting and Documentation** After a spill, the following documentation must be completed:

- **Spill Report:** A detailed report including the time, location, type of material spilled, amount spilled, actions taken, and any regulatory notifications made.
- **Incident Review:** A post-incident review to evaluate the effectiveness of the response and identify opportunities for improvement.
- **Regulatory Notifications:** Depending on the size and severity of the spill, notifications may need to be made to local, state, and federal authorities. This includes reporting spills over a certain threshold or spills into water sources.

8. **Employee Training** All employees will be trained on the following:

- Spill prevention and reporting procedures
- Proper use of spill kits and containment equipment
- Safe handling of hazardous materials
- Emergency evacuation procedures
- Regulatory compliance requirements

Spill Control Plan for Magnolia Trucking LLC

9. Review and Evaluation This Spill Control Plan will be reviewed annually and after any significant spill event. Updates will be made as necessary to ensure the plan is effective and in compliance with all applicable regulations.

10. Emergency Contacts

- **Local Fire Department:** 201-646-7800
- **National Response Center (NRC):** 1-800-424-8802
- **EPA Regional Office:** 212-637-3000
- **Company Spill Response Coordinator:** Maria Monzon, 201-270-7148

Signatures of Approval

[Your Name]

Position: [Your Position]

Signature: _____

Date: _____

Driver Safety and Competency Procedures

1. Special Licenses and Training:

- **Licensing Requirements:**
 - All company drivers are required to have a valid Commercial Driver's License (CDL) for operating heavy trucks.
 - Drivers must have special endorsements where necessary (e.g., HazMat, Tanker, or Doubles/Triples endorsements), depending on the type of waste being transported.
 - **Training Requirements:**
 - New drivers must undergo safety and operations training, which includes vehicle handling, waste management regulations, and emergency procedures.
 - **Ongoing Training:**
 - **Annual Refresher Courses:** Drivers must attend a minimum of one refresher course annually.
 - **Specific Training Programs:**
 - **Asbestos Awareness Training** (if transporting asbestos-containing waste).
 - **Spill Response & Control Training** (ongoing, at least once every two years).
 - **Date of Training:** Training records, including dates, are maintained for each driver.

2. Periodic Checks and Driver Records:

- **Driver Record Checks:**
 - The company conducts quarterly reviews of each driver's motor vehicle records (MVRs) to check for any moving violations, accidents, or points accumulated.
 - **Progressive Counseling/Discipline:**
 - A point system is used to monitor violations. Drivers accumulate points for each violation or accident, with disciplinary actions as follows:
 - **1-3 Points:** Warning and additional safety training.
 - **4-6 Points:** Probation and review of driving habits.
 - **7+ Points:** Suspension or termination, depending on severity.
 - Disciplinary actions are reviewed by the safety manager, and a written record is kept for accountability.

3. Driver Instruction on Specific Procedures:

- **Handling of Solid Waste:**
 - Drivers are trained on the proper handling procedures for the types of solid waste they transport, including hazardous and non-hazardous materials. Training includes identification, containment, and loading/unloading techniques.
 - **Spill Control Plan:**

Driver Safety and Competency Procedures

- All drivers are trained on the approved accidental discharge containment plan, including specific instructions for responding to spills and accidents involving solid waste.
- Training includes both classroom sessions and practical spill response drills.
- **Transporter's Permit:**
 - Drivers are educated on the conditions of the solid waste transporter's permit and the importance of complying with all legal and regulatory requirements regarding the transport of solid waste.
 - All drivers are required to read and acknowledge understanding of the permit conditions annually.

By adhering to these procedures, the company ensures that all drivers are not only safe but also knowledgeable about waste handling and compliance requirements.

ALL TRAINING AND SAFETY IS CONDUCTED COURTESY OF:

SMART SAFETY SERVICES 400 Delancy St, Suite 105, Newark, NJ 07105

TEL:(862)400-5744 **EMAIL:** REDSOL@MSN.COM

MAGNOLIA TRUCKING LLC

510A Hudson street
Hackensack , NJ 07601

May 26, 2026

DRIVER TRAINING PROGRAM

- DRIVER IS TO FOLLOW A FELLOWED TRUCK TO OBSERVE AND ACKNOWLEDGE THE STATIONS RULES AND REGULATIONS.
- DRIVER MUST HAVE VALID CDL FOR MINIMUM OF 2 YEARS AND VALID MEDICAL CARD.
- DRIVER MUST COMPLETE A PRE-EMPLOYMENT DRUG TEST THROUGH THE CLEARINGHOUSE.
- DRIVER MUST SIGN A CONSENT FORM TO RUN A MVR LICENSE CHECK EVERY YEAR.
- AT THE TIME OF ACCIDENT DRIVER MUST STOP SAFELY AND CONTACT AUTHORITIES.
- DRIVERS MUST TAKE PROPER PICTURES AND SEND TO DISPATCH.
- IT IS DRIVER RESPONSIBILITY TO CHECK THE LOAD AFTER EVERY LOADUP.

FAILURE TO FOLLOW STATIONS RULES, YOU WILL BE SUBJECT TO TERMINATION.

MAGNOLIA TRUCKING LLC

510A Hudson street
Hackensack , NJ 07601

May 26, 2026

EMERGENCY SPILL

- DRIVER IS TO IMMEDIATELY CONTACT 911 AND INFORM THEM OF THE INCIDENT AND ITS SEVERITY.
- DRIVER IS TO BE AWARE OF SURROUNDING TO AVOID OTHER ACCIDENTS.
- DELAWARE PHONE NUMBERS 911, 302-739-9401 OR 1-800-662-8802 MUST BE CONTACTED.

DRIVER EQUIPMENT REQUIRED

DRIVER MUST HAVE THE FOLLOWING IN THE VEHICLES AT ALL TIMES

- SHOVEL
- TRIANGLES AND ROAD FLARES
- FLASHLIGHT
- HARDHAT
- VEST
- GOOGLES
- GLOVES
- FIRST AID KIT
- FIRE EXTINGUISHER
- TIRE PRESSURE GAUGE
- LOAD SHOULD BE PROPERLY SECURE BEFORE LEAVING STATION

EVERY DRIVER MUST MAKE SURE THE ABOVE MENTIONED ITEMS ARE PRESENT WHILE COMPLETING PRE AND POST TRIP INSPECTIONS.

NO EXCEPTIONS!!

EXPIRES: 10/31/2026

NEW JERSEY APPORTIONED CAB CARD
KEEP THIS CERTIFICATE IN YOUR VEHICLE

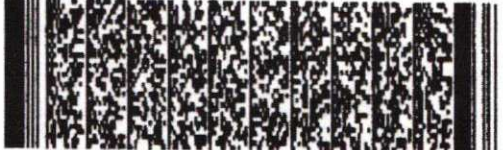
PLATE NUMBER: **AY270H**

| | | | | | | | | |
|---|---------------------|------------------------------|--|--|--------------------------|------------------------|-----------|-----------|
| UNIT NO. 04 | YEAR 2023 | MAKE VOL | ACCOUNT NUMBER NJ-64269 | NJ 080000 | AL 080000 | AR 080000 | AZ 080000 | |
| VEHICLE IDENTIFICATION NUMBER 4V5NG9EJ6PN331265 | | | | FLEET NO. 003 | SUPP. NO. 0000 | REG. CODE 11 | CA 080000 | |
| TYPE TK | AXLES 4 | GROSS WEIGHT 80000 | FUEL D | REGISTRATION DATE 11/01/2025 | DE 080000 | FL 080000 | GA 080000 | |
| DESCRIPTION COMMERCIAL TRUCK | | | TRANS ID # IU202664269003000 | | | | IA 080000 | KS 080000 |
| OWNER BMO HARRIS BANK NA | | | | ME 080000 | MI 080000 | MN 080000 | MO 080000 | |
| REGISTRANT MAGNOLIA TRUCKING LLC 510 A HUDSON ST HACKENSACK, NJ 07601 | | | | 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 | ** ***** | |
| | | | | ** ***** | ** ***** | ** ***** | ** ***** | |
| | | | | ** ***** | ** ***** | ** ***** | ** ***** | |

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

0000002201

Motor Carrier Responsible for Safety
USDOT Number: 3268303
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601



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 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: 10/31/2026

NEW JERSEY APPORTIONED CAB CARD
KEEP THIS CERTIFICATE IN YOUR VEHICLE

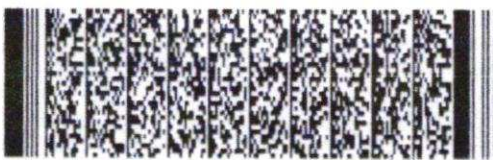
PLATE NUMBER: **AW172H**

| | | | | | | | | |
|---|---------------------|--|--|--|-----------|-----------|-----------|-----------|
| UNIT NO. 09 | YEAR 2025 | MAKE VLV | ACCOUNT NUMBER NJ-64269 | | NJ 080000 | AL 080000 | AR 080000 | AZ 080000 |
| VEHICLE IDENTIFICATION NUMBER 4V5NG9EJ6SN691936 | | FLEET NO. 003 | 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 11/01/2025 | DE 080000 | FL 080000 | GA 080000 | IA 080000 |
| | | DESCRIPTION COMMERCIAL TRUCK | TRANS ID # IU202664269003000 | | ID 080000 | IL 080000 | IN 080000 | KS 080000 |
| OWNER VFS LEASING CO | | | | | ME 080000 | MI 080000 | MN 080000 | MO 080000 |
| REGISTRANT MAGNOLIA TRUCKING LLC 510 A HUDSON ST HACKENSACK, NJ 07601 | | | | | 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 | ** ***** |
| | | | | | ** ***** | ** ***** | ** ***** | ** ***** |
| | | | | | ** ***** | ** ***** | ** ***** | ** ***** |

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

0000002202

Motor Carrier Responsible for Safety
USDOT Number: **3268303**
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601



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



New Jersey Motor Vehicle Commission
Acting Chair and Chief Administrator

EXPIRES: 12/31/2026

NEW JERSEY APPORTIONED CAB CARD
KEEP THIS CERTIFICATE IN YOUR VEHICLE

PLATE NUMBER: **E637AA**

| | | | | | |
|--|--------------|-----------------------|---------------------------------|---------------------------------|--|
| UNIT NO. 13 | YEAR 2025 | MAKE VLV | ACCOUNT NUMBER NJ-64269 | | |
| VEHICLE IDENTIFICATION NUMBER 4V5NG9EJ4SN692387 | | FLEET NO. 005 | SUPP. NO. 0000 | REG. CODE 11 | |
| TYPE TK | AXLES 4 | GROSS WEIGHT 80000 | FUEL D | REGISTRATION DATE 01/01/2026 | |
| DESCRIPTION COMMERCIAL TRUCK | | | TRANS ID # IU202664269005000 | | |
| OWNER MAGNOLIA TRUCKING LLC | | | | | |

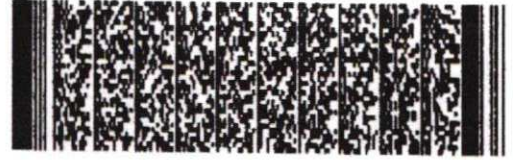
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|-----------|-----------|-----------|-----------|
| NJ 080000 | AL 080000 | AR 080000 | AZ 080000 |
| CA 080000 | CO 080000 | CT 080000 | DC 080000 |
| DE 080000 | FL 080000 | GA 080000 | IA 080000 |
| ID 080000 | IL 080000 | IN 080000 | KS 080000 |
| 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 | ** ***** |
| ** ***** | ** ***** | ** ***** | ** ***** |
| ** ***** | ** ***** | ** ***** | ** ***** |

REGISTRANT
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601

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

0000009849

Motor Carrier Responsible for Safety
USDOT Number: 3268303
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601



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New Jersey Motor Vehicle Commission
Acting Chair and Chief Administrator

Truck 15

EXPIRES: 05/31/2026

NEW JERSEY APPORTIONED CAB CARD
KEEP THIS CERTIFICATE IN YOUR VEHICLE

PLATE NUMBER: J697AA

| | | | | |
|--|--------------|---------------------------------|----------------------------|---------------------------------|
| UNIT NO. 1 | YEAR 2026 | MAKE MAC | ACCOUNT NUMBER NJ-64269 | |
| VEHICLE IDENTIFICATION NUMBER 1M2GR4NC0TM008817 | | FLEET NO. 001 | SUPP. NO. 0002 | REG. CODE 11 |
| TYPE TK | AXLES 4 | GROSS WEIGHT 80000 | FUEL D | REGISTRATION DATE 03/30/2026 |
| DESCRIPTION COMMERCIAL TRUCK | | TRANS ID # IU202664269001002 | | |
| OWNER MAGNOLIA 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 | ** ***** |
| ** ***** | ** ***** | ** ***** | ** ***** |
| ** ***** | ** ***** | ** ***** | ** ***** |

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

000008859

REGISTRANT
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601

Motor Carrier Responsible for Safety
USDOT Number: 3268303
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601



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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: **AW251D**

| | | | | | |
|---|---------------------|------------------------------|--|--|--|
| UNIT NO. 21 | YEAR 2025 | MAKE VOL | ACCOUNT NUMBER NJ-64269 | | |
| VEHICLE IDENTIFICATION NUMBER 4V5NG9EJ9SN676105 | | FLEET NO. 002 | SUPP. NO. 0000 | REG. CODE 11 | |
| TYPE TK | AXLES 4 | GROSS WEIGHT 80000 | FUEL D | REGISTRATION DATE 08/01/2025 | |
| DESCRIPTION COMMERCIAL TRUCK | | | TRANS ID # IU202664269002000 | | |
| OWNER VFS LEASING CO | | | | | |

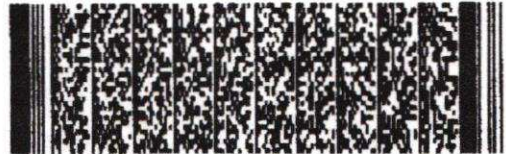
| | | | |
|-----------|-----------|-----------|-----------|
| NJ 080000 | AL 080000 | AR 080000 | AZ 080000 |
| CA 080000 | CO 080000 | CT 080000 | DC 080000 |
| DE 080000 | FL 080000 | GA 080000 | IA 080000 |
| ID 080000 | IL 080000 | IN 080000 | KS 080000 |
| KY 080000 | LA 080000 | MA 080000 | MD 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 |
| PR 036281 | QC 04 AXL | SK 036281 | ** ***** |
| ** ***** | ** ***** | ** ***** | ** ***** |
| ** ***** | ** ***** | ** ***** | ** ***** |

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

0000001221

REGISTRANT
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601

Motor Carrier Responsible for Safety
USDOT Number: **3268303**
MAGNOLIA TRUCKING LLC
510 A HUDSON ST
HACKENSACK, NJ 07601



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New Jersey Motor Vehicle Commission
Acting Chair and Chief Administrator

Richardson, Carl S. (DNREC)

From: Works, Paul (DNREC)
Sent: Monday, June 8, 2026 10:30 AM
To: Richardson, Carl S. (DNREC)
Subject: Returned check
Attachments: Chase returned check.pdf

Mr. Richardson,

We had a returned check from your June 3rd deposit. The bank rejected it because the check was not signed by the client.

Respectfully,

Paul D. Works
Fiscal Advisor I
DNREC Fiscal Management
97 Commerce Way, Suite 106
Dover, DE 19904
☎ 302-739-9324

****DO NOT REPLY TO THIS EMAIL****

Advice E-mail Notification

June 05, 2026

This e-mail is to inform you about returned items that are being processed today on your account at JPMorgan Chase.

[REDACTED]

Sub Acct: 0010011100

| ITEM | DEPOSIT DATE | DEPOSIT REF. NO. | CHECK REF. NO. | DEPOSIT AMOUNT | CHECK AMOUNT | RETURN REASON |
|------------|--------------|------------------|----------------|----------------|--------------|---------------|
| [REDACTED] | 06/03/2026 | | [REDACTED] | 0000210000 | \$350.00 | > Sig Missing |

1 ITEMS CHARGED TOTALING: \$350.00

*0 ITEMS REDEPOSITED TOTALING: \$0.00

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates. This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co., its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender (866-563-7001) and destroy the material in its entirety, whether in electronic or hard copy format. Thank you. Please refer to <http://www.jpmorgan.com/pages/disclosures> for disclosures relating to European legal entities.

MAGNOLIA TRUCKING, LLC
510 A HUDSON ST
HACKENSACK, NJ 07601



55-1449/212

DATE 5/27/26

PAY TO THE ORDER OF State of Delaware

\$ 350.00

Three hundred fifty and 00/100

DOLLARS

FREEDOM BANK
2000 South St. 2nd Floor
HACKENSACK, NJ 07601
WWW.FREEDOMBANK.COM



Security Features

FOR



Davis, DaQuan (DNREC)

From: Maria Monzon <magnoliatrucking17@gmail.com>
Sent: Thursday, June 11, 2026 4:54 PM
To: WHStranporters
Subject: Re: Delaware Solid Waste Transporter Permit Application
Attachments: LEASE AGREEMENTS.pdf

Hello Mr. Davis,

Please find two of the missing lease agreements attached. Regarding the third lease, I believe you should have it on file from our renewal last year, as we have had that same vehicle since 2023.

Additionally, I apologize for the oversight regarding the unsigned check. We will mail a new check for \$350.00 tomorrow.

Please let me know if you need any further information.

Best regards,

Maria Monzon

Magnolia Trucking, LLC
510A Hudson St
Hackensack, NJ 07601
Phone: 201-270-7148

On Mon, 8 Jun 2026 at 10:43, WHStranporters <WHStranporters@delaware.gov> wrote:

Also, we need you to mail us another a Check for \$350.00 because the check you sent us wasn't signed.



DaQuan L. Davis

Environmental Scientist

Division of Waste and Hazardous Substances

☎ 302-739-9403

✉ WHStranporters@delaware.gov

📍 89 Kings Hwy SW, Dover, DE 19901

🌐 dnrec.delaware.gov



From: WHStranporters

Sent: Thursday, June 4, 2026 8:30 AM

To: 'Maria Monzon' <magnoliatrucking17@gmail.com>

Subject: RE: Delaware Solid Waste Transporter Permit Application

Hello,

How long do you believe it will take to acquire the remaining lease agreements?



DaQuan L. Davis

Environmental Scientist

Division of Waste and Hazardous Substances

☎ 302-739-9403

✉ WHStransporters@delaware.gov

📍 89 Kings Hwy SW, Dover, DE 19901

🌐 dnrec.delaware.gov



From: Maria Monzon <magnoliatrucking17@gmail.com>
Sent: Wednesday, June 3, 2026 3:25 PM
To: WHStranporters <WHStranporters@delaware.gov>
Subject: Re: Delaware Solid Waste Transporter Permit Application

Dear Mr. Davis,

Please accept my apologies for the delay. We have been working with the dealership to obtain the necessary lease agreements. At this time, we have located two of the five agreements requested.

However, we have successfully gathered all the other information you requested, including the NJ solid waste transporter permit and the MCS-90 endorsement form.

Please let us know how you would like us to proceed regarding the remaining lease agreements.

Best regards,

Maria Monzon

Magnolia Trucking, LLC

510A Hudson St

Hackensack, NJ 07601

Phone: 201-270-7148

On Tue, 2 Jun 2026 at 13:54, WHStranporters <WHStranporters@delaware.gov> wrote:

Hello,

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

- **Section 9(a)**- Please provide a copy of the company's home state (NJ) solid waste transporter permit. This section was left blank.
- **Section 9(b)**- Do you have any other state solid waste transporter permits? If so, please provide each permit's number. This section was left blank.
- **Section 10**-Please provide an MCS-90 endorsement form with policy number **PC25082137** .
- **Section 13**- The vehicle list says that all vehicles are owned by Magnolia Trucking, but the registration Cab cards state that 4 vehicles are owned by VFS Leasing Co., and 1 is owned by BMO Harris Bank NA. For all vehicles not owned by Magnolia Trucking, I will need a lease agreement for each vehicle.

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

📍 89 Kings Hwy SW, Dover, DE 19901

🌐 dnrec.delaware.gov



8. Treatment, Storage, and Disposal Facilities

- (a) Do you cross state lines with the waste? Yes No
- (b) Identify in an attachment **all** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- Delaware Solid Waste Authority locations: (attachment) _____
 - Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)
 - Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils)
 - Other in-state solid waste facilities, including private facilities: (attachment) _____
 - Out of state solid waste TSD facilities: (attachment) _____

9. Other Transporter Permits

- (a) Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state)
- Attachment _____
- Not applicable-No transporter permit required for these solid waste types in our home state.
- (b) List solid waste transporter permits held in other states.
- Attachment _____
- No transporter permits in other states
- (c) Indicate your Federal DOT number and Motor Carrier number.
- DOT# 3268303 MC# 1031325-C
- 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



New Jersey Department of Environmental Protection



A-901 License

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection (Department or NJDEP). Based upon the review of the investigative report, the Department is hereby issuing this **A-901 License** to:

MAGNOLIA TRUCKING, LLC


Please be advised that this license hereby issued is a **“conditional”** license and is modified by the terms and conditions as specified on the attached document as they have been put forth by the Office of the Attorney General (OAG) and the Department. **Failure to meet the specified conditions constitutes grounds for the revocation of this license.**

This A-901 approval **does not authorize the operation of any business entity or confer the authority to commercially engage in the solid waste, hazardous waste, or soil and fill recycling industry in New Jersey without all necessary permit and/or approvals in place.**

This license is only issued to Magnolia Trucking, LLC (Licensee) for its exclusive use and control. You are required to notify the Department and the OAG, within 30 days, of any changes regarding this company or its operations. In addition, this license must be renewed annually, by submitting the A-901 Annual Update (found at: <https://www.nj.gov/dep/dshw/a901/a901frms.htm>) to the OAG on or before November 1st of each calendar year.

Date Issued: April 22, 2021

Signature:


Roxanne Feasel, Permit Coordination Officer
NJDEP, Planning and Licensing, A-901 Unit

005667 - PI 932825

Acknowledgement and Agreement

By accepting this license, I hereby agree to comply with the conditions of this license, which shall be enforceable as a final agency order in the Superior Court of New Jersey, under NJ Court Rule 4.67-6. I agree not to contest the terms or conditions of this license in any action to enforce the conditions contained within this license.

| | | | |
|----------------|-------------------------|---------------------|------------------------|
| <u>4/23/21</u> | <u>Maria Monzon</u> | <u>Maria Monzon</u> | <u>Managing member</u> |
| Date | Maria Monzon-Print Name | Signature | Title |

Magnolia Trucking, LLC - A-901 License

c: Dave A. Tuason, DAG, DOL
Robert Gomez, Chief, NJDEP Enforcement
Seth Hackman, Chief, NJDEP P&L
005667 - PI 932825

Once signed, please mail this original form to:

Roxanne Feasel
NJDEP, A-901 Unit
401 E. State Street
PO Box 420, Mail code: 401-02C
Trenton, NJ 08625-0420

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

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



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Magnolia Trucking LLC of New Jersey 3268303
(Motor Carrier name) (Motor Carrier state or province) (USDOT number)

Dated at 3:25 PM on this 18th day of August, 2025

Amending Policy Number: PC25082137 Effective Date: 08/15/2025

Name of Insurance Company: Prime Property & Casualty Insurance Inc.

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown
This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000.00 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: 800-257-5590

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

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

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

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

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

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

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

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 any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

| |
|--|
| SCHEDULE OF LIMITS - PUBLIC LIABILITY |
|--|

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

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


4. CANCELLATION AND TERMINATION: Each of Lessor or Lessee may cancel the EPP as to all or a portion of the Equipment at any time. If Lessee chooses to terminate its participation in the EPP with respect to any of the Equipment (each a "Termination"), the effective date of such Termination (the "Termination Date") shall be the date on which Lessor determines that Lessee has obtained the insurance required under the Lease Contract as to the affected Equipment without regard to this Addendum ("Replacement Insurance"). If Lessor sends notice to Lessee of a cancellation of the EPP or the EPP Policy as to any of the Equipment, in whole or in part (each a "Notice of Cancellation"), then Lessee shall provide Replacement Insurance by the date and time specified in the Notice of Cancellation. Requests by Lessee for Termination must be received in writing by the Lessor at the following address, or such other address as Lessor designates in writing: VFS US LLC, Attn: Volvo Insurance Services, P.O. Box 26131, Greensboro NC 27402-6131 or by email to insurance@volvo.com or vfs.cs.na@volvo.com. Any response required by a Notice of Cancellation must include, along with any other necessary information, a description of the affected Equipment and evidence of the unexpired Replacement Insurance (i.e., Certificate of Insurance). Lessee may be entitled to payment of certain EPP charges prior to the Termination Date. Any refunds will be applied first to the Lessee's outstanding obligations or indebtedness under the Lease Contract with any remainder paid to Lessee. **Lessee's elected coverage of the Equipment pursuant to the EPP will terminate without notice on the first to occur of the following: (i) the termination date of the Lease Contract, (ii) the date that any Equipment is sold, assigned or transferred by Lessee, (iii) the date that any of the Equipment is repossessed, (iv) the date that any of the Equipment is abandoned (v) the date that any of the Equipment is no longer in Borrower's possession or is rented or subleased by Lessee to an end-user, or (vi) any applicable Termination or date of cancellation described in a Notice of Cancellation.**

Lessor reserves all rights and remedies pursuant to the Lease Contract. Except as expressly provided in this Addendum, all of the terms and conditions of the Lease Contract remain in full force and effect.

Dated: As of 4/11/2025.

Yes, I want to enroll in the Equipment Protection Program for a monthly fee of \$721.04

No, I do not want to enroll in the Equipment Protection Program

Lessee: MAGNOLIA TRUCKING, LLC
 Signature: 
 Printed Name: MARIA MONZON
 Title: Member
 Date: 4/11/2025

Co-Lessee/Co-Buyer:
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: 4/11/2025

EQUIPMENT PROTECTION PROGRAM ADDENDUM (LEASE)

Customer/Lessee Name: MAGNOLIA TRUCKING, LLC (including any co-lessee, collectively, the "Lessee")

Customer Number: 7744414

Lease Contract Date: 06/19/2024

Deal ID: 20000034287

Dealer: GABRIELLI TRUCK SALES OF BLOOMSBURY, INC. ("Dealer")

Lessor: VFS Leasing Co. ("Lessor")

Monthly Fee: \$721.04

PLEASE READ THE TERMS OF THIS DOCUMENT CAREFULLY AND RETAIN IT FOR YOUR RECORDS. YOU MAY REVIEW THE ENTIRE EQUIPMENT PROTECTION POLICY FOR THIS PROGRAM (the "EPP Policy") BY CONTACTING LESSOR AT INSURANCE@VOLVO.COM, BY VIEWING IT ON THE CUSTOMER PORTAL OR BY REQUESTING A COPY FROM DEALER.

Note: EPP coverage ends when an asset is unenrolled as provided in Section 4 below. You may contact Volvo Insurance Services at any time for alternative coverage options at insurance@volvo.com.

This EQUIPMENT PROTECTION PROGRAM ADDENDUM (LEASE) (this "Addendum") is dated as of 4/11/2025 and is entered into pursuant to and is attached to and incorporated by this reference in that certain Lease Contract and/or Schedule dated as above between Lessor and Lessee (as it may be modified, amended and/or restated from time to time, the "Lease Contract"). All capitalized terms used and not defined in this Addendum are used with the same meaning as given in the Lease Contract.

1. EQUIPMENT PROTECTION PROGRAM ENROLLMENT: Lessee desires and hereby requests that the equipment described on the Lease Contract and/or Schedule ("Equipment") be enrolled in the Equipment Protection Program ("EPP"). Lessor agrees, as of the date hereof and subject to the terms and conditions in this Addendum, to provide certain insurance coverage for the Equipment via the EPP through the EPP Policy. The Lessee acknowledges that (a) Lessor will charge Lessee a fee to participate in the EPP; (b) Lessor may pay administrative fees related to the EPP to the Dealer; (c) the EPP provides only **PHYSICAL DAMAGE COVERAGE** (Construction) or only **COMPREHENSIVE AND COLLISION COVERAGE** (Truck and Coach), as the case may be, as any of such coverage may be defined, from time to time, in the EPP Policy; (d) that the EPP and the EPP Policy do not provide Lessee any other type of insurance required under the Lease Contract; (e) Lessee is not obtaining or paying for insurance of any kind under the EPP, nor is Lessee financing any insurance premium amount(s); (f) Lessee is not an insured party under the EPP Policy, but rather, Lessor is the "insured" and Lessor and/or its assigns is the "loss payee"; and (g) Lessee is solely responsible for maintaining the insurance required under the Lease Contract not provided by the EPP and the EPP Policy, and the Lease Contract is hereby amended to conform to this provision.

2. LESSEE ACKNOWLEDGMENTS: As to the Equipment, Lessee acknowledges and agrees that: (a) participation in the EPP is voluntary; provided, however, that the same coverage provided by the EPP via the EPP Policy is required at any time any obligation or indebtedness of Lessee under the Lease Contract as to the Equipment remain outstanding and unpaid to Lessor, along with all other Required Insurance under the Lease Contract; (b) the EPP is only available and applies solely to the Equipment and Lessee remains solely liable for, at its sole expense, any and all insurance whether Required Insurance or not for the Property; (c) the EPP and EPP Policy will not provide insurance coverage as to any OTHER Required Insurance under the Lease Contract, including, but not limited to, (i) insurance coverage for any other risk of loss, damage or destruction relating to or arising from either the Equipment or Property or (ii) any form of liability insurance; (d) Lessee is solely responsible for making any and all claims under the EPP Policy; (e) the amounts due to Lessor pursuant to Lessee's participation in the EPP shall be, at all times, a part of the obligations and indebtedness of Lessee to Lessor under the Lease Contract; (f) Lessee has read, understands and accepts the EPP, including the terms, conditions, limitations and exclusions printed in this Addendum, and applicable under the EPP Policy, and elects to have Lessor amend the Lease Contract as detailed herein; (g) **LESSEE UNDERSTANDS THAT PARTICIPATING IN THE EQUIPMENT PROTECTION PROGRAM IS OPTIONAL AND IS NOT REQUIRED TO OBTAIN CREDIT, NOR TO ENTER INTO FINANCING OR LEASING OF THE EQUIPMENT;** (h) Lessee must sign this Addendum and pay the Program Charge (defined below) to participate in the EPP; (i) Lessee has the right to consult with an insurance agent or other insurance professional to obtain any Required Insurance coverage(s) pursuant to the Lease Contract and/or to review the EPP Policy; (j) Lessee's participation in this EPP with respect to the Equipment is not transferable or assignable by Lessee to any party for any reason (including voluntarily or by operation of law); provided, however, that the EPP shall remain in force with respect to the Equipment in the event of an assignment or transfer of the Lease Contract by Lessor; (k) should Lessee choose not to participate in the EPP, nothing herein shall amend or modify the requirements of Lessee in regards to obtaining and maintaining insurance as required in the Lease Contract; (l) the Program Charge shall continue to be due and payable during any extension, modification or refinancing of the Lease Contract and regardless of valuation of Equipment in each and any instance; and (m) the Program Charge described in this Addendum applies solely to the Equipment and any additional equipment financed under the Lease Contract ("**Additional Equipment**") will require Lessee to enter into a new and separate Equipment Protection Program (Lease) Addendum in order to enroll the Additional Equipment in the EPP and obtain coverage via the EPP Policy as to the Additional Equipment.

3. PROGRAM CHARGE: In order to participate in the EPP, Lessee shall be charged a monthly fee in the amount of \$721.04 (the "**Program Charge**"). The total amount that Borrower shall pay Lender for EPP for the term of the Lease Contract is \$51,914.91. Lessee shall pay the Program Charge until the Termination Date (as defined below) or the effective date of Lessor's cancellation, as discussed herein. The Program Charge is inclusive of fees earned by Volvo Insurance Services for its procurement of the EPP Policy and administrative functions.

20000034287: TA 627: 1.25

DECLINATION OF GAP PROTECTION

IMPORTANT INFORMATION APPEARS BELOW. PLEASE REVIEW CAREFULLY. PURCHASE OF A GAP WAIVER IS OPTIONAL. COMPLETION OF THIS FORM IS NOT A CONDITION OF OBTAINING CREDIT AND WILL NOT AFFECT YOUR FINANCING.

Deal ID: 20000034287

Customer Name: MAGNOLIA TRUCKING, LLC


Selling Dealer: GABRIELLI TRUCK SALES OF BLOOMSBURY, INC. (4342D)

Lender/Lessor: Volvo Financial Services

You hereby acknowledge that you have been offered the opportunity to purchase, for a fee, a GAP WAIVER (GUARANTEED ASSET PROTECTION (GAP) WAIVER) that provides certain benefits related to your loan, credit sales contract, secured promissory note, direct loan or lease (the "Contract"). The GAP Waiver is offered by the above-referenced Lender/Lessor.

GAP WAIVER DECLINATION: I decline to purchase a GAP WAIVER. By declining to purchase a GAP WAIVER, I understand that I will be responsible to Lender/Lessor for the difference between (1) the amount I owe Lender/Lessor following a total loss of the vehicle(s) under the Contract and (2) the amount I receive from my insurance company or third parties causing damage to the vehicle(s) under the Contract. The GAP WAIVER which I have declined could obligate Lender/Lessor to waive any remaining obligation which may be due in the event of such total loss or unrecovered theft.

THE EXPLANATIONS ABOVE ARE NOT INTENDED TO IDENTIFY ALL ASPECTS OF THE WAIVER DESCRIBED. IF YOU ARE INTERESTED IN REVIEWING AND PURCHASING THIS WAIVER, PLEASE ASK YOUR DEALER TO PROVIDE YOU A COPY OF THE GAP WAIVER.

| | |
|---|-----------------------------|
| Customer: MAGNOLIA TRUCKING, LLC | Additional Customer: |
| Signature: <u></u> | Signature: _____ |
| Printed Name: <u>MARIA MONZON</u> | Printed Name: _____ |
| Title: <u>Member</u> | Title: _____ |
| Date: <u>4/11/2025</u> | Date: <u>4/11/2025</u> |

Program Administrator:
Insurian Administration Group
Post Office Box 96045, Southlake, TX 76092
Phone: 844-678-7426; benefits@insurian.com

VOLVO FINANCIAL SERVICES

PO Box 7247-0236
Philadelphia, PA 19170-0236

FIRST PAYMENT INVOICE

This first invoice is being printed for you with your contract documents for your convenience. Future invoices will be sent through the regular billing process that you choose.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

Customer Name: MAGNOLIA TRUCKING, LLC

Contract Number: 7744414

Due Date: 5/11/2025

| | |
|-----------------|------------|
| Payment Amount: | \$4,474.12 |
| Sales Tax: | + \$ |
| Total Due: | \$4,474.12 |

[PLEASE RETAIN THIS PORTION FOR YOUR RECORDS]

VOLVO FINANCIAL SERVICES

PO Box 7247-0236
Philadelphia, PA 19170-0236

Questions? Please call (877) 865-8623.

Customer Name: MAGNOLIA TRUCKING, LLC

Contract Number: 7744414

Due Date: 5/11/2025

| | |
|-----------------|------------|
| Payment Amount: | \$4,474.12 |
| Sales Tax: | + \$ |
| Total Due: | \$4,474.12 |

AMOUNT DUE MUST BE PAID WITHIN FIFTEEN (15) DAYS OF DUE DATE TO AVOID LATE CHARGES.

**FOR FUTURE PAYMENTS YOU MAY ACCESS YOUR ACCOUNT INFORMATION AT
MYACCOUNT.NA.VFSCO.COM**

VOLVO FINANCIAL SERVICES

Payment Authorization and Invoice Option

Customer Name: MAGNOLIA TRUCKING, LLC

Customer Number: 7744414

Date: 4/11/2025

Volvo Financial Services is pleased to offer multiple options for payment and receiving information about your account. **Please note:** Depending on the timing of your election, automatic direct payments or electronic invoices may not be initiated during the current billing cycle. Updated information about your account is always available on the Customer Portal.

PLEASE SELECT ONE OPTION:

- Automatic Direct Payments – Most Convenient**
- Automatic enrollment in electronic invoices delivered to your inbox.
 - Complete the below or attach a voided check.
 - Enroll on the Customer Portal at any time: <http://myaccount.na.vfsc.com>.

If selecting **Automatic Direct Payments**, please choose one of the following:

Company can use the banking information on file: The undersigned Customer has previously completed a Payment Authorization and Invoice Options form, and, **by this selection**, Customer hereby confirms that Company can rely on the banking information currently described in its account with Company.

OR

Customer is providing new banking information: The undersigned Customer is providing the following new banking information*:

Account Type (Please check only one):

Checking Account

Savings Account

Accountholder Name: _____

ABA Routing Number: _____

Account Number: _____

*In lieu of completing the bank account information above, you may attach a **voided check or copy of check** and email, together with a printed and signed copy of this form, to vfs.fundingoperations.na@volvo.com or by mail to VFS US LLC, P.O. Box 26131, Greensboro, NC 27402-6131. If the check is not in the Customer's name, you must submit a Third-Party ACH Form. **Authorization:** The undersigned ("Customer") hereby authorizes VFS US LLC, and its related companies ("Company"), to initiate automatic withdrawals from the financial institution indicated by Customer ("Depository"), and to automatically withdraw funds from such account in accordance with the terms (including amount, date, and interval) set forth in each existing and future contract containing the Customer Number (the "Contracts") on a recurring basis. The undersigned understands that the amounts withdrawn from this account and date(s) of withdrawal may vary each month based on the amount due and payable and due date according to the terms of each lease, loan, service contract, or other form of agreement between Customer and Company. Customer acknowledges that the automatic withdrawals from Customer's account must comply with the provisions of U.S. law and affirms that the account provided for in this agreement and Authorization is strictly for business purposes only and that none of the funds in such account are used for personal, family or household purposes. Customer understands that Company reserves the right to discontinue this automatic withdrawal service at any time for any or all the Contracts. This Authorization is to remain in full force and effect until Company has received written notification from the undersigned (if more than one, any one of the undersigned) of its termination identifying each specific Contract for which the termination of this Authorization shall apply and with sufficient time and in such manner as to afford Company and Depository a reasonable opportunity to act on such termination. In furtherance of this agreement and Authorization, if a voided check (or copy of check) is not attached to this form at the time this form is delivered to Company, Customer hereby expressly authorizes Company to make, without further verification, withdrawals from (i) the account evidenced on the last voided check (or copy of check) delivered by the Customer to Company, or (ii) the most recent bank account information provided in writing by Customer to Company.

Authorized Signature: X

Print Name: MARIA MONZON

Title (if applicable): Member

*Email Address: _____

Date: 4/11/2025

*Customer will be automatically enrolled in the Customer Portal and will receive an email at this address requesting completion of setup. The Customer Portal allows the Customer to manage its account and view account activity.

First Draft Date: If first draft date is not indicated and request is received within 15 days of your due date, the current month's payment will be drafted from your account.

- Electronic Invoice:** If selecting to receive an invoice notification instead of the more convenient "Automatic Direct Payments" described above, please enter the email address* where Customer wants to receive invoice notifications:

magnoliatrucking17@gmail.com

Customer will be automatically enrolled in the Customer Portal and will receive an email at this address requesting completion of setup. The Customer Portal allows the Customer to manage its account and view account activity.

VFS Leasing Co.

Insurance Authorization Form – Lease Transactions

Customer (Insured) Name: MAGNOLIA TRUCKING, LLC

VFS Leasing Co. has provided financing to the customer listed above. Please issue an insurance certificate, in the customer's name, for the following piece(s) of equipment:

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>VIN/Serial Number</u> |
|---------------------|-------------|---------------------|--------------------------|
| 2025 | Volvo | VNL84300 | 4V5NG9EJ6SN692388 |
| | | | |
| | | | |
| | | | |
| Total Value: | | \$278,645.00 | |

Certificate Holder, Loss Payee and Additional Insured needs to read exactly as follows:
VFS Leasing Co & Assigns
c/o PO Box 25916
Overland Park, KS 66225

Please include the following information on the Insurance Certificate:

- Complete Equipment Description (see above)
- Type of Coverage (example: Inland Marine, Contractors Equipment, Equipment Floater, etc.)
- Physical Damage Coverage for full value of equipment (see above) with a maximum deductible of 2500
- Liability Coverage in an amount not less than 1000000 per occurrence
(Liability coverage can be supplemented with an Umbrella policy to obtain the coverage amount, if needed).

Note: The customer must be listed as an "insured" on the insurance certificate. If the customer cannot be listed as an insured, they must be listed as an "additional insured" on the certificate. The words "additional insured" must be typed or printed on the certificate (we cannot accept a "checked box"). VFS Leasing Co. must always be named as the additional insured, loss payee and certificate holder.

Please Email Certificate to vfs.daf.na@volvo.com and mail original to VFS US LLC. Call us with questions at 336-931-3856.

You may also email a copy to: Dealer Name: _____ Email: _____

INSURANCE AGENT INFORMATION:


Insurance Agent: Velocity Insurance Phone Number: 201-866-8807
Contact Name: Aileen Email: license@velocityins.net

Customer (Insured) Information

I authorize the above named agent to issue the coverage requested above.

Customer (Insured) Name: MAGNOLIA TRUCKING, LLC

Date: 4/11/2025

Signed by:  _____

Print Name and Title: MARIA MONZON Member

Email: magnoliatrucking17@gmail.com

Phone Number: 201-270-7148

Please Note:

- If the insurance does not conform to the specifications listed above, financing could be delayed.
- 30-day Notice of Cancellation or Non-Renewal is required. Notice should be sent to the address or email listed above.

Certificate of Authority

(Execution of All Customer Documents)

The undersigned ("**Officer**") (or each, if more than one) certifies that (s)he is a duly authorized officer, partner, member, manager, agent or employee of MAGNOLIA TRUCKING, LLC, (the "**Company**"), holding the title set forth under his/her signature below, and that as such, Officer is authorized to execute this Certificate of Authority on behalf of the Company.

Officer certifies that the Company is authorized to enter into one or more transactions either directly with, to be assigned to, or as a guarantor in favor of, Volvo Financial Services, a division of VFS US LLC and/or VFS Leasing Co., and their respective affiliates and subsidiaries (individually and collectively, "**Creditor**") and that the Company is authorized to execute all documents deemed necessary or desirable by the Creditor to enter into such transactions including this Certificate of Authority (the "**Contracts**") by Electronic Signature (as defined below) or other form of lawful signature acceptable to Creditor. Such authorizations may include, without limitation, a manually signed paper document which has been converted into electronic form (such as scanned into PDF format or transmitted via facsimile), or an electronically signed document converted into another format, for transmission, delivery, execution and/or retention.

Officer certifies each of the individuals whose names, titles, manual signature(s) if applicable and electronic mail address(es), appearing under "Authorized Signer(s)", is authorized to: (a) execute and deliver such Contracts (and all related documents, including those necessary to grant and perfect security interests and liens in the assets of the Company) in the name and on behalf of the Company in the form as the Authorized Signer(s) may approve, the approval and authority of such Authorized Signer(s) conclusively evidenced by the execution of the Contracts or documents, such execution to be valid and binding on the Company; (b) cause the Company to perform all of its obligations under the Contracts and other documents; and (c) take all other actions deemed advisable or necessary by such Authorized Signer(s) in connection with the foregoing. Officer further certifies that the Company is in good standing in all jurisdictions in which it is required to be qualified to do business and that the execution of the Contracts and any other instruments and documents authorized hereunder is not in violation of the charter, by-laws, organizational documents, operating agreement, or any other agreement or instrument made by the Company. This Certificate of Authority may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original.

Officer certifies that any Contract document may be executed by use of an electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions ("**Electronic Signature**"). Company, by submitting the Electronic Signature of Officer and/or any Authorized Signer, agrees (a) that Company consents to the use of Electronic Signatures; (b) that any Contract in electronic form or executed with an Electronic Signature is (i) fully enforceable and (ii) fully admissible in any legal proceeding; (c) that Company's Electronic Signature is intended to authenticate this writing and have the same force and effect as its handwritten signature; (d) that reference to "signatures" in the Contract(s) shall refer to any form of signature, whether handwritten or electronic and (e) that Creditor is under no obligation to accept documents with Electronic Signatures, and may require manually signed documents. Creditor may rely on the electronic mail address provided for each Authorized Signer as being conclusively controlled by and accessible to the Authorized Signer for the purpose of delivering, receiving and executing the Contracts with Electronic Signatures. Company agrees that no certification or other third-party verification is necessary to validate any Electronic Signature of Company, that the lack of such certification or third-party verification will not in any way impact the enforceability of any Electronic Signatures and that Creditor may rely on any Electronic Signature appearing on its face to be from an Authorized Signer. Company agrees that this document and the Contracts, including those constituting Chattel Paper (as defined in Article 9 of the Uniform Commercial Code), if/when manually countersigned by Creditor or attached to Creditor's original signature counterpart and/or in Creditor's possession, shall constitute the sole original Chattel Paper for all purposes and will be admissible as legal evidence thereof.

Officer certifies that each of the Authorized Signer(s) below: (i) is a duly appointed officer, partner, member, manager, agent or employee of the Company; (ii) is authorized and has the power and authority to execute and deliver the Contracts and documents on behalf of the Company; (iii) shall continue to have such power and authority until the Company notifies the Creditor in writing otherwise; (iv) is not subject to any prohibitions under the U.S. Dept. of Treasury's Office of Foreign Assets Control; and (v) that the manual signature if applicable and/ electronic mail address next to each person's name and title is true and accurate:


Authorized Signer(s) - Individuals who may execute Contracts on behalf of the Company and as set forth above:

| Name of Signer: | Title of Signer: | Signature (not applicable for Electronic Signatures): | Electronic mail address: |
|-----------------|------------------|---|------------------------------|
| MARIA MONZON | Member | | magnoliatrucking17@gmail.com |
| | | | |
| | | | |

I CERTIFY THE AUTHORIZED SIGNER(S) AND DOCUMENT ABOVE ON BEHALF OF THE COMPANY

(and certify and witness my own signature, if the undersigned is sole officer, individual or single member).

This the 11th day of April, 2025.

Signed: 

Print Name: Maria Monzon

Title: Member

VFS Leasing Co.

Limited Power of Attorney

STATE OF NORTH CAROLINA
GUILFORD COUNTY

KNOW ALL MEN BY THESE PRESENTS: That VFS Leasing Co. ("Principal"), hereby makes, constitutes and appoints _____ as the attorney-in-fact ("Agent"), for Agent to act on behalf of Principal, to do and perform any of the following acts, commitments and/or engagements for Principal: **4V5NG9EJ6SN692388**

To endorse Principal's name to any title application, registration, licensing, and related documents for the purpose of securing certificates of title, registrations, and licenses issued showing Principal's interest in and/or ownership of motor vehicles, trailers, and other equipment.

This instrument is to be construed as a specific power of attorney for the specified purposes, and the enumeration of specific powers is intended to limit or restrict the powers granted to Agent. Accordingly, Principal hereby authorizes and empowers the above-named attorney-in-fact to do and perform all and every act which may be done by virtue of this power of attorney as fully and completely as Principal might or could have done; and the Principal does hereby ratify and confirm all of the acts of Agent which are made in accordance with this power of attorney.

No person, firm or corporation relying in good faith upon this power of attorney shall incur any liability to Principal as a result of permitting Agent to exercise any specified power, authority or discretion. Any such person, firm or corporation dealing with Agent may rely, without inquiry, upon the certification of Agent that this power of attorney has not been revoked. Nevertheless, Principal specifically reserves the right at any time to revoke this power of attorney by written document delivered to Agent. Until notice of such revocation is received, however, all third parties may rely upon the representations and authority of Agent under the specified powers granted in this Limited Power of Attorney.

This power of attorney shall last for a period of one (1) year from the effective date hereof and shall be governed by the laws of the State of North Carolina.

VFS Leasing Co.

By:



Senior Retail Operations Specialist

Date:

April 28, 2025

STATE OF NORTH CAROLINA
GUILFORD COUNTY

The undersigned, a Notary Public in and for said County in said State, hereby certify that Jennifer Galileo, the duly authorized Senior Retail Operations Specialist of VFS Leasing Co., personally known to me, signed the foregoing Power of Attorney, and acknowledged before me on this day that, being informed of the contents of the above and foregoing, he/she as such officer and with full authority, executed the same voluntarily with and for the act of said corporation on this date.

Given under my hand and official seal of office this 28th day of April 2025.




Notary Public

My Commission Expires:

10/18/2027

The following are VFS Leasing Co.'s tax exempt numbers, etc. by State:

| | | | | |
|------------------|---|-------------------|-----------------------|----------------------|
| AK: No sales tax | AL: 766805914 | AR: 237878-76-001 | AZ: 07-639313-B | CA: SC0H897924671 |
| CO: 2638413000 | CT: 1742394-000 | DC: 56-224-9058 | DE: No sales tax | FL: 78-8012467438-2 |
| GA: 175465986 | HI: 30124892 | IA: 200144839 | ID: 001034331-S | IL: 3243-6076 |
| IN: 0111284740 | KS: 055-562249058F-01 (truck) 055-562249058F-02 (const.) | KY: 228692 | LA: 4623021-001 0 | MA: 562249058 |
| MD: 10279117 | ME: 1058318 | MI: 56-2249058 | MN: 5539661 | MO: 17797543 |
| MS: 083357079 | MT: No sales tax | NC: 600332417 | ND: 165630-00 | NE: 01-8617465 |
| NH: No sales tax | NJ: 562-249-058/000 | NM: 02-467759-00 | NV: 398584448 | NY: 562249058 |
| OH: 99042110 | OK: 205153 | OR: No sales tax | PA: 82029534 | RI: 562249058 |
| SC: 099288087 | SD: 73-001-562249058E-ST-001 | TN: 103462219 | TX: 15622490587 | UT: 12045049-002-STC |
| VA: 0019734528 | VT: none | WA: 602 140 409 | WI: 456-0009093640-02 | WV: 562249058001 |
| WY: 24010336 | | | | |

**Exhibit B
Additional Equipment**

Customer No: 7744414

Schedule No:

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>VIN Number</u> | <u>Attachment/Body</u> |
|-------------|-------------|--------------|-------------------|------------------------|
|-------------|-------------|--------------|-------------------|------------------------|

Exhibit A
Stipulated Loss Factors

Customer No: 7744414

Schedule No:

| <u>Date</u> | <u>Stipulated Loss Factor (% of Lessor's Equipment Cost)</u> | <u>Date</u> | <u>Stipulated Loss Factor (% of Lessor's Equipment Cost)</u> | <u>Date</u> | <u>Stipulated Loss Factor (% of Lessor's Equipment Cost)</u> |
|-------------|--|-------------|--|-------------|--|
| 04/11/2025 | 105.00 | 08/11/2027 | 78.18 | 12/11/2029 | 43.20 |
| 05/11/2025 | 104.25 | 09/11/2027 | 77.05 | 01/11/2030 | 41.83 |
| 06/11/2025 | 103.49 | 10/11/2027 | 75.92 | 02/11/2030 | 40.44 |
| 07/11/2025 | 102.70 | 11/11/2027 | 74.78 | 03/11/2030 | 39.04 |
| 08/11/2025 | 101.89 | 12/11/2027 | 73.62 | 04/11/2030 | 37.62 |
| 09/11/2025 | 101.08 | 01/11/2028 | 72.46 | 05/11/2030 | 36.20 |
| 10/11/2025 | 100.23 | 02/11/2028 | 71.29 | 06/11/2030 | 34.77 |
| 11/11/2025 | 99.36 | 03/11/2028 | 70.11 | 07/11/2030 | 33.34 |
| 12/11/2025 | 98.49 | 04/11/2028 | 68.91 | 08/11/2030 | 31.89 |
| 01/11/2026 | 97.59 | 05/11/2028 | 67.71 | 09/11/2030 | 30.43 |
| 02/11/2026 | 96.67 | 06/11/2028 | 66.50 | 10/11/2030 | 28.97 |
| 03/11/2026 | 95.74 | 07/11/2028 | 65.29 | 11/11/2030 | 27.49 |
| 04/11/2026 | 94.80 | 08/11/2028 | 64.07 | 12/11/2030 | 26.00 |
| 05/11/2026 | 93.85 | 09/11/2028 | 62.83 | 01/11/2031 | 24.51 |
| 06/11/2026 | 92.89 | 10/11/2028 | 61.59 | 02/11/2031 | 23.00 |
| 07/11/2026 | 91.91 | 11/11/2028 | 60.33 | 03/11/2031 | 21.48 |
| 08/11/2026 | 90.92 | 12/11/2028 | 59.07 | 04/11/2031 | 19.94 |
| 09/11/2026 | 89.92 | 01/11/2029 | 57.80 | | |
| 10/11/2026 | 88.91 | 02/11/2029 | 56.52 | | |
| 11/11/2026 | 87.89 | 03/11/2029 | 55.23 | | |
| 12/11/2026 | 86.85 | 04/11/2029 | 53.92 | | |
| 01/11/2027 | 85.80 | 05/11/2029 | 52.61 | | |
| 02/11/2027 | 84.74 | 06/11/2029 | 51.29 | | |
| 03/11/2027 | 83.67 | 07/11/2029 | 49.97 | | |
| 04/11/2027 | 82.59 | 08/11/2029 | 48.63 | | |
| 05/11/2027 | 81.50 | 09/11/2029 | 47.29 | | |
| 06/11/2027 | 80.40 | 10/11/2029 | 45.94 | | |
| 07/11/2027 | 79.29 | 11/11/2029 | 44.58 | | |

* Stipulated Loss Values calculated by using the Stipulated Loss Factors do not include Regular Monthly Rental Payment or any other amounts due on the same date. Stipulated Loss Amounts are used for estimation purposes solely in the event of a casualty loss. The Stipulated Loss Values may not be used for early termination of the Lease for any item of Equipment for any reason other than casualty loss.

accessible to the Guarantor for the purpose of delivering, receiving and executing the Guaranty. Guarantor agrees that no certification or other third-party verification is necessary to validate any Electronic Signature, that the lack of such certification or third-party verification will not in any way impact the enforceability of any electronic signatures and that Creditor may rely on any Electronic Signature appearing on its face to be from Guarantor.

Time is of the essence for this Guaranty.

Signature of Guarantor:

X *Maria Monzon*

SEAL

Print Name: MARIA MONZON
 Title: NA
 Address:
 100 RIO VISTA DRIVE
 NORWOOD, NJ 07648
 Date: 4/11/2025
 Email Address: magnoliatrucking17@gmail.com

Signature of Guarantor:

X

SEAL

Print Name:
 Title:
 Address:
 Date: 4/11/2025
 Email Address:

Signature of Guarantor:

X

SEAL

Print Name:
 Title:
 Address:
 Date: 4/11/2025
 Email Address:

Signature of Guarantor:

X

SEAL

Print Name:
 Title:
 Address:
 Date: 4/11/2025
 Email Address:

Manual Signature(s) of Guarantor(s) Must be Witnessed or Notarized (Witness cannot be Debtor, any Guarantor or any person employed by or related to any affiliate of Debtor or Guarantor). Electronic Signatures are not required to be witnessed or notarized.

Signature of Witness: _____
 Print Name: _____

Address: _____

State of _____ County of _____, I _____, do hereby certify that
 personally appeared and executed this Guaranty before me this _____ of _____.
 Signature of Notary Public _____ My commission expires: _____ [SEAL]

Pursuant to this Guaranty ("**Guaranty**") and for valuable consideration, each of the undersigned (each a "**Guarantor**"), jointly and severally, under seal, absolutely, unconditionally and irrevocably guarantees to VFS Leasing Co. and its affiliates and subsidiaries (each individually, together with its successors and assigns, a "**Creditor**") the full, prompt, and complete payment and performance of all obligations of all sums, moneys, notes, loans, indebtedness, leases, or lease payments that shall at any time be due and payable to the Creditor, from MAGNOLIA TRUCKING, LLC ("**Debtor**"), whether now owing or hereafter contracted, absolute or contingent, including all liabilities or obligations that Debtor has incurred or may incur or from other dealings by which the Creditor may become in any manner a creditor of Debtor (collectively the "**Obligations**").

This Guaranty is a continuing guaranty and shall not be considered wholly or partially satisfied by the payment at any time of any sum or amount, due or hereafter owing upon any Obligation, but shall continue until terminated by written notice actually received by the Creditor and shall then continue, notwithstanding such termination, as to any Obligation created or incurred by Debtor prior to such receipt of termination.

To the extent permitted under applicable law, Guarantor waives: (i) notice of acceptance, all notices and consents of any kind, protest, dishonor, non-payment, and demand for presentment; (ii) until the Obligations are irrevocably paid in full any claim, right, or remedy which Guarantor may now have or hereafter acquire against Debtor including the right of subrogation; and (iii) all exemptions and defenses given to sureties and guarantors (including, without limitation, any right conferred by N.C. Gen. Stat. § 26-7 et seq.) other than the complete fulfillment, performance, and payment of all Obligations.

The liability of each Guarantor is direct and unconditional. Guarantor acknowledges that the Creditor would not have entered into any transaction with Debtor without this Guaranty and that the Obligations are of substantial benefit to Guarantor. This Guaranty is a guaranty of payment and not collection. The Creditor may proceed against each Guarantor without resorting to any other right, remedy, security, or entity. All of the Creditor's remedies for the Obligations or this Guaranty are cumulative. Guarantor agrees that the Creditor may extend any deadline or payment due date, modify any agreement, defer acceleration, postpone the enforcement of any agreement, and release or add any collateral and any party primarily or secondarily liable without affecting the liability of any Guarantor. There are no conditions precedent to this Guaranty. This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment is rescinded, voided, or rendered void or voidable as a preferential transfer, impermissible set-off or fraudulent conveyance or must otherwise be returned or disgorged as if such rescinded, avoided, voided, or voidable payment had not been made.

Guarantor represents and warrants to the Creditor that the parties executing this Guaranty are authorized to do so; and this Guaranty has been duly executed, authorized, and delivered and is enforceable against Guarantor. Guarantor certifies that neither the Guarantor nor any of its direct or indirect owners is directly or indirectly controlled by any sanctioned person or entity, as described in any regulation, order, or guidance issued by the U.S. Department of Treasury's Office of Foreign Assets Control or any other U.S. government entity. Guarantor acknowledges that Creditor, in compliance with Section 326 of the USA Patriot Act, will be verifying certain information about Guarantor. Guarantor also certifies that neither it nor any of its direct or indirect owners engages in any transactions prohibited by any U.S. laws. In the event of any dispute regarding this Guaranty, Guarantor agrees to pay all costs and expenses of the Creditor (including reasonable attorneys' fees and expenses) incurred in connection with such dispute, regardless of whether litigation or other action is instigated. Guarantor acknowledges that this Guaranty is a "business contract" as that term is used under N.C.G.S. § 6-21.6 or any successor thereto.

By signing below, each Guarantor who is an individual provides written authorization to the Creditor (or any successor or assignee) to obtain the Guarantor's personal credit profile from one or more credit bureaus. Such authorization shall extend to obtaining a credit profile in considering this Guaranty and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. Guarantor agrees that the Creditor and its service providers (the "**VFS Parties**") may disclose information about the Guarantor to other creditors and credit bureaus and, as permitted by law, to other persons, including entities affiliated and associated with the VFS Parties.

This Guaranty constitutes the entire agreement of the Guarantor regarding the guaranty of Debtor's Obligations. No amendment, modification, or waiver of any provision of this Guaranty shall be valid unless in writing and executed by an officer of the Creditor. This Guaranty shall extend to and bind the heirs, executors, administrators, successors, and assigns of each of Guarantor and the Creditor. This Guaranty shall remain in full effect, without waiver or surrender of any of Creditor's rights hereunder, notwithstanding any one or more of the following: (a) Extension of the time of payment of the whole or any part of the loan or lease; (b) Any change in the terms and conditions of the loan and/or lease; (c) Substitution of any other loan and/or lease or evidence of indebtedness for the loan and/or lease; (d) Acceptance by Creditor of any collateral or security of any kind for the payment of the loan and/or lease, and any and all extensions or renewals thereof; (e) Surrender, release, exchange, or alteration of any collateral or other security, either in whole or in part; or (f) Release, settlement, discharge, compromise, change, or amendment, in whole or in part, of any claim of Creditor against Guarantor or of any claim against any guarantor or other party secondarily or additionally liable for the payment of the loan or lease.

This Guaranty shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to any conflict of law or similar provisions. This Guaranty is intended to be effective as an instrument executed under seal. Any provisions contrary to, prohibited by, or invalid under applicable laws or regulations shall be revised to the minimum extent necessary to make such provision enforceable, but shall not invalidate the remaining provisions of this Guaranty. To the extent permitted by applicable law the Guarantor hereby voluntarily and intentionally waives the right it may have to trial by jury in respect to any litigation in connection with this Guaranty, any other loan or lease document, or actions or statements (whether verbal or written) of any party.

If applicable, Guarantor, by submitting an Electronic Signature (which has the meaning assigned to it in the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7006(5)) agrees (a) that Guarantor consents to the use of Electronic Signatures; (b) that this Guaranty in electronic form or executed with an Electronic Signature is (i) fully enforceable and (ii) fully admissible in any legal proceeding; (c) that Guarantor's Electronic Signature is intended to authenticate this writing and have the same force and effect as its manual signature and (d) that Creditor is under no obligation to accept documents with Electronic Signatures, and may require manually signed documents. Creditor may rely on the electronic mail address provided for each Guarantor as being conclusively controlled by and

b. Insurance.

Lessee shall maintain the following combined Single Limits insurance:
Per item of Equipment on this Schedule: 1000000
Deductible per occurrence: 2500

4. Address(es) of Location(s) of Primary Domicile or Garage of Equipment.

Street Address:

1605 JOHN STREET SUITE 203, FORT LEE, NJ, 07024

5. Option to Purchase. It is presently anticipated that the fair market value of the Equipment on the Lease Termination Date will be an amount equal to 20.00% of Lessor's Equipment Cost of the Equipment (the "Purchase Price"). So long as no Event of Default has occurred and is continuing under the Agreement, Lessee shall have the right to purchase all, but not less than all, of the Equipment on the Lease Termination Date. Lessee shall give Lessor at least 90 calendar days' and not more than 180 calendar days advance written irrevocable notice of its intent to exercise such purchase option prior to the Lease Termination Date. On or before the Lease Termination Date, Lessee shall purchase all of the Equipment for a price equal to the Purchase Price, net of all costs and expenses of the transaction (which costs and expenses, whether assessed to Lessor or Lessee, shall be paid by Lessee). The Purchase Price shall be paid to Lessor in immediately available funds on or before the Lease Termination Date. Upon receipt of the Purchase Price, Lessor shall transfer ownership of the Equipment to Lessee "AS-IS, WHERE-IS," by bill of sale with no warranties of title or otherwise, except for a warranty of liens arising solely through Lessor. Interest at an annual rate of 18% shall be due and paid by Lessee on any portion of the Purchase Price not paid on or before the Lease Termination Date.

6. Sales. If Lessee does not exercise the purchase option provided in Section 5 above, Lessor shall attempt to sell the Equipment. Lessor may reject any bid obtained, the Net Sales Proceeds of which would be less than the Purchase Price due upon exercise of the purchase option. Unless otherwise agreed by Lessor, all such sales shall close and Lessor shall receive the Net Sales Proceeds on or before the Lease Termination Date. All Net Sales Proceeds shall be paid to Lessor. As used in this Schedule, the term "Net Sales Proceeds" means the net amount paid to Lessor from the sale of the Equipment after deducting reasonable costs of sale, cleaning, or transporting the Equipment, and other similar expenses in connection with the sale, including any expenses incurred in repairing the Equipment. Upon receipt of Net Sales Proceeds equal to the Purchase Price (or such lesser amount as acceptable to Lessor in its sole discretion), plus, for Net Sales Proceeds received after the Lease Termination Date, interest at the rate of 18% per year, Lessor shall transfer title to the Equipment in the same manner as provided in Section 5.

7. Re-Delivery. Lessee shall return all Equipment not purchased or sold in accordance with Sections 5 and 6 above to Lessor on or before the Lease Termination Date. The Equipment shall be in a condition satisfying all of the requirements of the Agreement. If any item of Equipment is not returned in the condition required under the Agreement, Lessee shall purchase such Equipment for the Purchase Price with payment in full due on or before the Lease Termination Date.

8. Final TRAC Adjustment. If, on the completion of all purchase, sales, and sales of re-delivered Equipment described in Sections 5, 6, and 7 above Lessor has not received in cash a net amount in respect of such purchases and sales equal to the Purchase Price of all of the Equipment plus all other amounts due under the Agreement, Lessor may retain all payments previously made to it and Lessee shall immediately pay, as additional rent, any remaining balance of the Purchase Price, plus interest at a rate of 18% per year from the Lease Termination Date to the date of such payment, to Lessor. If, on such completion, Lessor has received Net Sales Proceeds in excess of the Purchase Price of all of the Equipment and all other amounts due under the Agreement, plus interest on the Purchase Price at the rate of 18% per year from the Lease Termination Date to the date of receipt of all of the Purchase Price, Lessor shall pay the excess to Lessee. Lessee agrees that this TRAC adjustment is not intended to give Lessee any equity or ownership interest in the Equipment but is required so that Lessee will have a financial incentive to maintain the Equipment in the condition required by this Agreement at all times during the Lease Term.

9. Delivery and Acceptance.

a. Lessee acknowledges receipt and its irrevocable acceptance of each item of Equipment listed in this Schedule as of the date shown above (the "Date of Acceptance").

b. Lessee represents and warrants to Lessor that Lessee has: accepted delivery of and inspected each item of Equipment; determined that each item of Equipment contains all of the major components and accessories as agreed; each item of Equipment is in good working order, repair, and condition; and that each item of Equipment is fit for immediate and continued use and conforms to Lessee's requirements without exception. Lessee understands and acknowledges that Lessor is entering into the lease of this Equipment based on Lessee's representation and warranty that Lessee will pay in full to Lessor all payments when due as required by the Agreement.

c. Lessee also represents and warrants to Lessor that no Event of Default or event which, but for the passage of time or the giving of notice, or both, would constitute an Event of Default under the Agreement has occurred and is continuing as of the Date of Acceptance and that all of the representations and warranties made by the Lessee in the Agreement are correct and complete as though made on and as of the date of this Schedule.

10. Incorporation by Reference; Conflict. The terms and conditions of the Agreement are incorporated in this Schedule and made a part of this Schedule by reference. To the extent there is any conflict between the terms of this Schedule and the Agreement, the terms of this Schedule shall control such conflict. This Agreement is intended to be effective as a contract or instrument executed under seal.

VFS Leasing Co.

Truck Lease Agreement (Master) Terminal Rental Adjustment Clause Schedule

Customer Name: MAGNOLIA TRUCKING, LLC

Customer Number: 7744414

Schedule Number:

This Schedule is entered into pursuant to that certain Truck Lease Agreement (Master) dated 06/19/2024 and signed by MAGNOLIA TRUCKING, LLC ("Lessee") (the "Agreement"). Lessee agrees, under seal, to lease from Lessor the Equipment identified below upon the terms and conditions set forth in the Agreement. The term "Equipment" shall include all items described herein and which may be defined as "Vehicles" in the Agreement. All capitalized terms used and not defined are used with the same meaning as given in the Agreement.

1. Description of Equipment.

Number of items of Equipment: 1

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>VIN Number</u> | <u>Attachment/Description</u> |
|-------------|-------------|--------------|-------------------|-------------------------------|
| 2025 | Volvo | VNL84300 | 4V5NG9EJ6SN692388 | Beau Roc # 444253 |

(Additional Equipment, if any, listed in Exhibit B)

2. Supplier(s) Information.

Company Name: GABRIELLI TRUCK SALES OF BLOOMSBURY, INC.

Company Address: 963 New Jersey 173 Bloomsbury, NJ 8804

3. Financial Terms.

a. Rent.

| | | | |
|-------------------------------|------------|--|--------------|
| Base Lease Term (months): | 72 | Lessor's Equipment Cost: | \$278,645.00 |
| Base Lease Commencement Date: | 04/11/2025 | Guaranteed Asset Protection and/or Debt Waiver Cost: | \$0.00 |
| Lease Termination Date: | 04/11/2031 | Adjusted Equipment Cost: | \$278,645.00 |
| Date of Acceptance: | 04/11/2025 | Initial Rental Payment: | \$0.00 |
| Payments due as: | Arrears | Regular Monthly Rental Payments: | \$4,474.12 |

Each Monthly Rental Payment shall be due on or before the 11th day of each month. The first Regular Monthly Rental Payment is due on or before 05/11/2025. Lessee will also pay all taxes and other amounts whenever due under the Agreement in addition to the Rent stated above.


This Schedule is executed as of 4/11/2025.

Lessee: **MAGNOLIA TRUCKING, LLC**

Lessor: **VFS Leasing Co.**

PO Box 26131

Greensboro, NC 27402-6131

Signature:  (SEAL)

Signature: _____
on behalf of Servicing Agent

Print Name: MARIA MONZON

Title: Member

Certificate of Business Use and Lessor's Tax Ownership. Lessee hereby certifies under penalty of perjury, in accordance with Section 7701(h)(2)(c) of the Internal Revenue Code of 1986, as amended (the "Code"), that Lessee intends that more than 50% of the use of the Equipment by Lessee will be in a trade or business of Lessee. In accordance with Code Section 7701(h)(2)(c), Lessee has been advised that Lessee will not be treated as the owner of the Equipment for federal income tax purposes and, thus, will not be entitled to claim any of the tax benefits of ownership.

Lessee: **MAGNOLIA TRUCKING, LLC**

Signature:  (SEAL)

Print Name: MARIA MONZON

Title: Member

original Agreement. By submitting an Electronic Signature on any Lease Document, Lessee agrees (a) that Lessee consents to the use of Electronic Signatures in these Lease Documents; (b) that any of these Lease Documents in electronic form or executed with an Electronic Signature are (i) fully enforceable and (ii) fully admissible in any legal proceeding; (c) that Lessee's Electronic Signature is intended to authenticate this writing and have the same force and effect as Lessee's handwritten signature and (d) that reference to "signatures" in the Lease Documents shall refer to any form of signature, whether handwritten or electronic. Lessor may rely on the electronic mail address provided for each Lessee as being conclusively controlled by and accessible to that Lessee for the purpose of delivering, receiving and executing the Lease Documents with Electronic Signatures. Lessee agrees that no certification or other third-party verification is necessary to validate any Electronic Signature of Lessee and that the lack of such certification or third-party verification will not in any way impact the enforceability of any Electronic Signatures or any resulting agreement between Lessee and Lessor. Lessee agrees that this Agreement and any other Lease Documents, if/when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession, shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. Lessor may designate, at its discretion, one authoritative copy of the Lease Documents, which may be held in electronic or physical form in the ordinary course of business ("**Authoritative Copy**"). If the Authoritative Copy resides in a document management system designated by Lessor for the storage of authoritative copies of electronic records, Lessor or its assigns may convert the Authoritative Copy by any means, including but not limited to printing a paper copy which is marked as the original (the "**Paper Agreement**"), in which case Lessee agrees that (a) Lessee's Electronic Signature also constitutes issuance and delivery of such Paper Agreement, (b) Lessee's Electronic Signature, when affixed to the Paper Agreement, constitutes a legally valid and binding signature on the Paper Agreement and (c) subsequent to such conversion, your obligations will be evidenced by the Paper Agreement alone.

34. Successors and Assigns. All of the terms and provisions of this Agreement shall apply to, bind and inure to the benefit of the successors and assigns of Lessee (but this shall not permit any assignment prohibited hereby) and Lessor. In the event Lessee is composed of more than one party, the obligations, covenants, agreements, and warranties contained herein as well as the obligations arising therefrom are and shall be joint and several as to each such party.

35. Miscellaneous. Lessee certifies that the Lessee is not directly or indirectly controlled by any sanctioned person or entity, as described in any regulation, order, or guidance issued by the U.S. Department of Treasury's Office of Foreign Assets Control or any other U.S. government entity. Lessee acknowledges that Lessor, in compliance with federal law, will be verifying certain information about Lessee. Lessee also certifies that neither it nor any of its direct or indirect owners engage in any transactions prohibited by any U.S. laws. Lessee agrees that any document processing fees may be shared with or rebated to the seller of the Equipment. These Lease Documents may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. Multiple signatures to any Lease Document delivered separately shall constitute one original Lease Document. This Agreement is intended to be effective as a contract or instrument executed under seal. Lessee agrees that (i) Lessor, its affiliates, subsidiaries and its service providers (the "VFS Parties") may disclose information about the Lessee to other lenders, financing sources and credit bureaus and, as permitted by law, to other persons, including entities affiliated and associated with the VFS Parties, and (ii) the VFS Parties may process data and/or information in any country where parties may have a presence.

will pay Lessor immediately the Stipulated Loss Amount in addition to all other owed charges. Lessor may, at its option, and without any obligation to do so, pay, perform, and discharge any and all amounts, costs, expenses, and liabilities herein agreed to be paid or performed by Lessee, and all amounts so expended by Lessor shall become part of the obligations under the Lease Documents and shall be immediately due and payable by Lessee upon demand and shall bear interest at the lesser of 18% per annum or the maximum rate allowed by law. Lessor may pursue any legal remedy available to collect all obligations due under the Lease Documents and to enforce its rights in the Property. Lessor may exercise any or all other rights and remedies concurrently or consecutively in such order as Lessor elects without diminishing Lessor's rights to later pursue remedies on any of Lessee's other obligations. Such rights and remedies shall be cumulative and non-exclusive and shall inure to the benefit of Lessor and its successors and assigns. Neither the action nor failure of Lessor to take any of the actions or exercise any of the rights or remedies granted to Lessor in this Agreement shall be construed to be a waiver of any of the rights or remedies of Lessor. In Lessor's exercise of the powers granted by Lessee under this Agreement, no liability shall be asserted or enforced against Lessor except for Lessor's willful wrongful acts, and Lessee expressly waives and releases Lessor from all other such claims or liabilities. To the extent permitted by law, Lessee waives all other remedies, including specific performance, the right to deduct damages from current amounts due, and all indirect, consequential, punitive, and incidental damages. Lessee acknowledges that this Agreement is a "business contract" as that term is used under N.C.G.S. § 6-21.6 or any successor thereto.

17. Statute of Limitations. Any action by Lessee against Lessor under this Agreement shall be commenced within one (1) year after any such cause of action accrues.

18. Survival. The representations, warranties, and covenants of the Lessee in this Agreement shall survive the execution and delivery of this Agreement.

19. Integration; Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement and understanding of Lessor and Lessee and supersede all prior representations, warranties, agreements, understandings, and negotiations. Acceptance of late payments shall not waive the TIME IS OF THE ESSENCE PROVISION, the right of Lessor to require that subsequent payments be made when due, or the right of Lessor to declare an Event of Default if subsequent payments are not made when due.

20. Costs, Expenses, and Fees. In the event of any dispute between the parties, the prevailing party in such dispute shall recover from the other all fees and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such dispute, regardless of whether litigation is instigated.

21. Severability. If any provision of any of this Agreement is unenforceable, such provision shall be modified to the minimum extent possible to make such provision enforceable and the enforceability of the other provisions of this Agreement shall not be affected.

22. Choice of Law. This Agreement shall not be deemed made or effective until accepted by Lessor at its North Carolina headquarters and shall be governed by the substantive (and not choice of law or conflicts) laws of the State of North Carolina. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LESSOR AND LESSEE HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, ANY OTHER LEASE OR LOAN DOCUMENTS, OR ACTIONS OR STATEMENTS (WHETHER VERBAL OR WRITTEN) OF ANY PARTY.

23. Time is of the Essence. Time is of the essence with regard to each provision of this Agreement as to which time is a factor.

24. Notices and Demands. All demands or notices under this Agreement shall be in writing (including without limitation, facsimile, receipt confirmed) and mailed, emailed, faxed, or delivered to the address previously specified in writing by the party to whom such notice is being given. Any demand or notice mailed shall be mailed U.S. first-class mail, postage prepaid, return receipt requested. Demands or notices shall be deemed effective upon the earlier of (i) actual receipt by the addressee, or (ii) the date shown on the return receipt, fax confirmation, or delivery receipt.

25. Rescission or Return of Payments. If at any time, all or any part of any amount received by the Lessor under this Agreement, must or is claimed to be subject to avoidance, rescission, or return to Lessee or any other party for any reason whatsoever, such obligation and any liens, security interests, and other encumbrances that secured such obligations at the time such avoidance, rescission, or returned payment was received by Lessor shall be deemed to have continued in existence or shall be reinstated, as the case may be, all as though such payment had not been received.

26. Headings. The headings at the beginning of sections of this Agreement are solely for convenience and do not modify any sections.

27. Number and Gender. The singular shall include the plural and vice versa and each gender shall include the other genders.

28. Multiple Finance Accommodations. If Lessee has more than one lease or other finance accommodation with Lessor and/or any of Lessor's affiliates or agents, Lessee agrees that: (i) this Agreement and the documents relating to such other finance accommodation shall all remain in effect and neither shall supersede the other, regardless of whether this Agreement and such other financing documents have differing terms, conditions, and requirements; and (ii) regardless of any such differences, Lessee shall comply with all of the terms, conditions, and requirements of this Agreement and of such other financing documents.

29. Waivers. Lessee waives, to the fullest extent permitted by law, presentment, notice of dishonor, and all other notices or demands of any kind (except as otherwise expressly provided in this Agreement).

30. Amendment or Modification. No term or provision of this Agreement may be amended, waived, modified, discharged, or terminated orally but only by an agreement in writing, executed by the parties. By executing this Agreement, Lessee agrees to be bound by the terms of this Agreement.

31. Lessor Designees and Agents. Lessor may designate other entities (each, a "Lessor Designee") to lease the Equipment to Lessee on the terms set forth in this Agreement and the related Schedules. Each Lessor Designee will have the same rights as Lessor under this Agreement, and either Lessor or the Lessor Designee may directly enforce such rights against Lessee. For any rights with respect to any item of Equipment leased to Lessee by a Lessor Designee, references in this Agreement to Lessor will be deemed to be references to the Lessor Designee. Lessee agrees that Lessor or any Lessor Designee may appoint one or more agents to act on its behalf and that such agents have the power and right to administer and enforce this Agreement.

32. Notice Regarding Operation of Equipment Within California. Lessor hereby provides the following notice to Lessee with respect to any heavy-duty tractor subject to this Agreement: "The lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with Sections 95300 - 95312, Title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor." Lessee shall be solely responsible for all expenses associated with compliance and the performance of all of the foregoing obligations.

33. Electronic Signatures. At Lessor's election, this Agreement and the Lease Documents may be executed by use of an electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions ("Electronic Signature"). Electronic Signature shall include Lease Documents executed and delivered by photocopy, facsimile or electronic or digital signature (including emailed .pdf files), any of which shall be treated as an original and deemed fully binding on the parties to the same extent as original signatures. Multiple signatures to this Agreement delivered separately shall constitute one

(c) **Security Interest and Assignment.** Notwithstanding the prohibition against assignments or subleases without Lessor's prior written consent, Lessee hereby transfers, conveys, and assigns to Lessor and grants to Lessor a security interest in all of Lessee's right, title, and interest in, but none of its obligations under any sublease of the Equipment, and all proceeds and income arising therefrom. Any sublease permitted under this Agreement shall be in form and contain terms and conditions acceptable to Lessor and assigned to Lessor by form approved by Lessor, all such approvals by Lessor to be granted or withheld in Lessor's sole and absolute discretion.

13. Lessee's Indemnities. Lessee agrees that: (a) Lessee will indemnify, defend and hold harmless Lessor and its agents and employees for, from, and against (i) any and all liabilities (including strict liability), losses, damages (whether incidental, consequential, or direct), actions, causes of action, suits, proceedings, claims, demands (for compensation, indemnification, reimbursement, or otherwise), assessments, fines, penalties, judgments, fees, costs, and expenses (including legal fees and expenses) of every kind and nature related to this Agreement; (ii) the selection, manufacture, purchase, delivery, lease, possession, operation, use, misuse, contents, repair, collision, personal injury, death, condition, or return of any item of Equipment and any breach by Lessee of any of its obligations to Lessor under this Agreement or any other Lease Document; or (iii) any action taken by Lessor hereunder (a "Claim"), and should Lessor incur any obligation as a result of such Claim, then Lessee shall reimburse Lessor upon demand; (b) Lessor may, at its sole option, take any action Lessor deems necessary to cure any Event of Default, and Lessee will immediately and fully compensate Lessor for such action; and (c) Lessor is entitled to the accelerated cost recovery (or depreciation) deductions with respect to each item of Equipment. Should any taxing authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, any tax benefits with respect to any item of Equipment (whether because of a change in tax law or policy or because of a change in the status or condition of the Equipment), then Lessee will immediately pay a sum that permits Lessor to receive (on an after-tax basis over the full term of the Agreement) the same after-tax cash flow and after-tax yield that Lessor may have reasonably assumed upon entering into the Agreement. Any written request from Lessor for such a payment will be binding, unless objected to within 14 calendar days of notification, and due upon request. In the sole discretion of Lessor, it may choose to retain control of, retain counsel of its choice for, and approve of any resolution of any such claim covered by this Paragraph without affecting the obligations of Lessee to indemnify, defend and hold Lessor harmless as set forth hereinabove. The obligations of Lessee and the rights of Lessor under this Section 13 shall survive payment and performance of Lessee's obligations under this Agreement in full and shall remain in full force and effect without termination.

14. Events of Default. Each of the following shall constitute an "Event of Default" which will allow Lessor to exercise all of its rights under this Agreement and applicable law: (a) any Lease Party (each such other person that from time to time is obligated to Lessor under any of the Lease Documents and/or executes any guaranty, surety, or any or all of the obligations pursuant to the Lease Documents, or any endorser for the Lessee, together with Lessee, the "Lease Parties" and individually, a "Lease Party"), fails to make any payment in full when due under any Lease Document; (b) the occurrence of an Event of Default under any other Lease Document or the default by any Lease Party of any obligation or liability to Lessor; (c) the failure by any Lease Party to perform any obligation not involving the payment of money, or to comply with any other term, condition, provision, covenant, or warranty applicable to such Lease Party under any of the Lease Documents and such obligation, term, condition, provision, covenant, or warranty remains unsatisfied after 10 calendar days' written notice to such Lease Party; (d) any representation or warranty made by any Lease Party in any of the Lease Documents or otherwise or any information delivered by any Lease Party in obtaining or hereafter in connection with the finance accommodations evidenced by any Lease Document or otherwise is materially incomplete, incorrect, or misleading as of the date made or delivered; (e) any Lease Party becomes insolvent, is unable or admits in writing its inability to pay its monetary obligations as they become due, makes a general assignment for the benefit of creditors, or applies for or acquiesces in the appointment of a trustee, receiver, or other custodian for such party or any of its assets or property, or a trustee, receiver, or other custodian is appointed for any Lease Party or any of its assets or property; (f) commencement of any case under the Bankruptcy Code (Title 11 of the United States Code) or any similar proceeding under any federal, state, or foreign law by or against any Lease Party; (g) the death, incompetence, dissolution, or liquidation of any Lease Party, the consolidation or merger of any Lease Party with any person or entity, or the taking of any action by any Lease Party toward any dissolution, liquidation, consolidation, or merger (regardless of whether such actions occur voluntarily or by operation of law); (h) any Lease Party ceases to do business in the ordinary course or suffers a material adverse change in its management or ownership; (i) the sale, assignment, or transfer of all or substantially all of its assets by any Lease Party (regardless of whether such action occurs voluntarily or by operation of law) without the consent of Lessor; (j) any Lease Party, or any other person acting on behalf of such Lease Party, claims that any Lease Document or any lien or security interest is not legal, valid, binding, or enforceable against any Lease Party; (k) any of the Equipment is lost, seized, severely damaged, destroyed, or attached, and Lessor does not receive the Stipulated Loss Amount for such Equipment, plus all other amounts then due under this Agreement for such Equipment, within 10 calendar days after the date on which such loss, seizure, damage, destruction, or attachment occurs; (l) an odometer or hour meter on any item of Equipment fails or appears to have been tampered with and is not repaired within 14 calendar days; (m) any Lease Party shall be in default with respect to any agreement with or obligation to any other party for the payment of borrowed money, contractual obligation, or rent, in excess of \$1,000,000; and/or (n) the occurrence of any condition or event that is a default or is designated as a default, event of default, or Event of Default in any other agreement, contract, or indebtedness of any Lease Party to Lessor or to any affiliate of Lessor.

15. Waiver of Defaults. Lessor may, in its sole discretion, waive an Event of Default or permit a cure of an Event of Default, at Lessee's sole expense. Any such waiver must be in writing and will not constitute a waiver of any other Events of Defaults or a waiver of the same type of an Event of Default at another time.

16. Remedies. Whenever an Event of Default has occurred under this Agreement and at any time thereafter, Lessor will have all the rights and remedies provided by this Agreement, the UCC, and other applicable law. At the option of Lessor, with or without notice, Lessee's rights to the Equipment may be canceled and all rental payments, other amounts, or any or all of the obligations then owing under this Agreement will be immediately due and payable in full, together with all costs and expenses, including attorneys' fees, incurred by Lessor in the enforcement of its rights and remedies under this Agreement. Lessor may, without notice or demand or legal process, take possession of the Equipment wherever found and, for this purpose, may enter upon the locked or unlocked property occupied or under the control of Lessee. Lessor may require Lessee to assemble the Equipment and make it available to Lessor at a place to be designated by Lessor. Lessor, at the expense of Lessee, may make repairs deemed necessary or desirable to the Equipment. Lessor shall not be responsible for any injury or loss to the Equipment unless caused by the willful wrongful acts or omission of Lessor while the items of Equipment are in Lessor's possession. Lessor may, with or without obtaining possession of the Equipment or any part thereof, sell the same at a public or private sale in the wholesale or retail market, lease, or otherwise dispose of any or all of the Equipment with or without notice to the Lessee. Lessee agrees that the items of Equipment are of a type customarily sold in recognized markets within the meaning of the Uniform Commercial Code. Lessor may also advertise and sell the Equipment through internet websites through which equipment similar to the Equipment is sold, and such disposition shall be deemed in conformity with reasonable commercial practice among dealers of the type of property that was the subject of the disposition. At any sale or disposition, Lessor may accept a trade of property for all or any portion of the sales price. Upon such disposition of any item of Equipment, Lessee will pay to Lessor immediately, as liquidated damages for loss of bargain and not as a penalty, the amount, if any, by which the Stipulated Loss Amount exceeds the net sales proceeds of such Equipment in addition to all other amounts due. If any item of Equipment is not immediately returned to Lessor, or if Lessor is prevented from retaking possession, Lessee

or encumbrance upon the property of Lessee under, any contract or agreement to which Lessee is a party or by which it or its assets are bound, or require the consent or approval or the giving of notice to the Federal, or any State or local government (other than customary titling, registration, and security interest filings); (vii) there are no pending or overtly threatened actions or proceedings, which either, individually, or in the aggregate, would materially adversely affect the financial condition of Lessee or Lessee's ability to fully perform all of its obligations under any of the Lease Documents; (viii) the Property is free of all security interests and liens, except for the lien of the Lease Documents; (ix) Lessee maintains its principal place of business or principal residence at the address set forth on page 1 of this Agreement, and Lessee's exact legal name (if Lessee is an individual, the Lessee's legal name is the name exactly as it appears on the Lessee's most recent, unexpired driver's license issued by the state of his/her principal residence) and state of formation or principal residence are identified on page 1 of this Agreement; Lessee agrees not to change its principal place of business, state of formation, or principal residence or legal name without 30 calendar days' prior written notice to Lessor; and Lessee retains its records concerning the Equipment at the address set forth above; and (x) Lessor shall have a perfected security interest in the Property at all times that shall be prior to any other interests in the Property.

9. Lessee's Obligations and Covenants. In addition to and not in limitation of any other agreements of Lessee under the Lease Documents, Lessee agrees at its sole expense: (a) to use each item of Equipment only in the United States (and, solely in the case of titled Equipment, in Canada for not more than 60 calendar days per rolling 12 calendar month period to be determined individually for each item of Equipment) in accordance with all applicable laws, regulations, and insurance policies; (b) to keep each item of Equipment free from all claims, liens, encumbrances, and attachments of any kind whatsoever, other than those of Lessor; (c) to file, report, and pay by the applicable due date all taxes, fees, and assessments on the Equipment and this Agreement, sending a copy of such filing and payment contemporaneously to Lessor; (d) to defend any action, proceeding, or claim affecting the Property or Lessor's interest therein; (e) to obtain a certificate of title on each item of Equipment showing Lessor's title to the Equipment, and to preserve and perfect Lessor's title to all of the Equipment; (f) that Lessee will not (or permit any party to) misuse, secrete, sell, rent, lend, encumber, transfer, or illegally use any of the Equipment nor permit any item of Equipment to be operated by or be in the possession of any party other than Lessee; (g) Lessee will not use or permit the use of any item of Equipment off an improved road or for transportation of passengers or of material designated as **hazardous, radioactive, toxic, flammable, or explosive, or environmentally hazardous, unsafe, or dangerous** under any federal, state, or local law, rule, regulation, or requirement; (h) that Lessor may enter any premises to inspect the Equipment, or Lessee's books and records regarding the Property at any time during usual business hours; (i) to provide Lessor with its complete financial information, including income statements and balance sheets, prepared in accordance with generally accepted accounting principles - unaudited on a quarterly basis within 60 calendar days after the end of each quarter and, if requested by Lessor, audited on an annual basis within 90 calendar days after each fiscal year end; (j) to give Lessor prompt written notice of any lien or claim for which it is obligated to indemnify Lessor; (k) that Lessee will not alter or permit the alteration of any item of Equipment without the prior written consent of Lessor, and that Lessee will remove or cause the removal of all markings prior to the return of the Equipment to Lessor; and (l) it will not interfere with the operation of any telematics system in any Equipment and that Lessor may monitor or access the Equipment utilization, location and other information or reports contained in or generated by any such telematics system to ensure compliance with this Agreement, or for any other lawful purpose, and may use any telematics system or information generated by the telematics system to locate the Equipment in the event of default under this Agreement.

10. Equipment Condition. In addition to any other requirements of this Agreement, Lessee will, at its sole expense, maintain each of the items of Equipment so as to meet all of the following requirements: (a) each item of Equipment will be preserved in first class operating condition, repair, and appearance in accordance with all manufacturer service requirements and warranties; (b) all replacement and substitute parts and accessories will be original equipment manufacturer, or from commercially reputable providers with similar or superior value, serviceability, and warranty; (c) each item of Equipment will be kept in roadworthy condition so as to continuously and fully comply with all government requirements, including the United States Department of Transportation ("DOT"). If Lessor notifies Lessee that any item of Equipment is not being maintained within the above standards, Lessee will have 20 calendar days from the date of receipt of the written notification to make the necessary corrections.

11. Insurance and Risk of Loss. All risk of loss, damage or destruction of the Equipment will at all times be on Lessee. Lessee agrees, to the extent permitted and in a manner permitted by applicable law to maintain, at Lessee's expense: (a) Special Form property insurance or other insurance acceptable to Lessor, protecting the Equipment from loss or damage by fire, theft and other customary risks for the greater of the full insurable values or the then applicable Stipulated Loss Value for the Equipment, naming Lessor as a loss payee on a "Lessor's Loss Payable" endorsement; and (b) liability insurance in an amount not less than \$1,000,000 per occurrence, naming Lessor as an additional insured (collectively, "**Required Insurance**"). Lessee must provide Lessor satisfactory written evidence of Required Insurance within 30 calendar days of the commencement date of this Agreement, the cancellation or expiration of Required Insurance, or of any subsequent written request from Lessor. If Lessee does not do so, Lessor may obtain insurance from an insurer of Lessor's choosing in such forms and amounts as Lessor deems reasonable to protect Lessor's interests (collectively, "**Lessor's Insurance**"). Lessor's Insurance will cover the Equipment and the Lessor, it will not name Lessee as an insured and may not cover all of the Lessee's interest in the Equipment. Lessee agrees to pay Lessor periodic charges for Lessor's Insurance (collectively, "**Insurance Charges**") that include: a premium that may be higher than if the Lessee maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any advances made by Lessor or Lessor's agents; and commissions, and billing and processing fees; any or all of which may generate a profit to Lessor and Lessor's agents. If Lessee fails to provide satisfactory evidence of Required Insurance by the due date, Lessor may pay Insurance Charges by debiting Lessee's account under any previously authorized automatic payment. Lessor shall discontinue billing or debiting Insurance Charges upon receipt of satisfactory evidence of Required Insurance. Lessee shall immediately notify Lessor in writing of any damage, theft or loss which makes any item of Equipment unfit for continued or repairable use at which time Lessee will pay to Lessor the Stipulated Loss Amount, together with all other sums then owed in connection with the Equipment. Upon receipt of the Stipulated Loss Amount and all other amounts then due, Lessor shall transfer title to the Equipment "AS IS, WHERE IS" and "WITH ALL FAULTS" to Lessee or as Lessee directs, with Lessee being responsible for all costs of such transfer. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to execute and endorse all checks or drafts in Lessee's name to collect under any insurance covering Equipment.

12. Assignment.

(a) Transfer By Lessor. LESSOR MAY ASSIGN OR TRANSFER OR GRANT A PARTICIPATION OR SECURITY INTEREST IN THIS AGREEMENT, ANY SCHEDULE, LESSOR'S INTEREST IN ANY OF THE PROPERTY, OR ANY OF ITS RIGHTS, WITHOUT NOTICE TO LESSEE. Any assignee or transferee of Lessor shall have the rights, but none of the obligations, of Lessor assigned and transferred, and Lessee agrees that it will not assert against any assignee or transferee of Lessor any defense, counterclaim, or offset which Lessee or its agents may have against Lessor. Lessee acknowledges that any assignment or transfer or any grant by Lessor shall not materially change Lessee's duties or obligations under this Agreement nor materially increase the burdens or risks imposed on Lessee.

(b) Transfer By Lessee. LESSEE SHALL NOT ASSIGN, SUBLEASE, TRANSFER, OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR IN THE PROPERTY OR ENTER INTO ANY SUBLEASES OR RENTALS OF THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR (REGARDLESS OF WHETHER SUCH ACTION OCCURS VOLUNTARILY OR BY OPERATION OF LAW).

3a. Precautionary Security Agreement. Should it be determined, notwithstanding the express intent of the parties, that this Agreement is not a "finance lease" or a lease under the UCC but rather an agreement intended for security, then solely in that event and for the expressly limited purposes thereof, Lessee grants Lessor a first-priority security interest in the Equipment to secure the prompt payment and performance, when and as due, of the obligations and indebtedness of Lessee to Lessor under this Agreement. Lessee hereby also grants Lessor a security interest in all accessions and additions to, substitutions and replacements for, and proceeds (including insurance proceeds), accounts, rights of payments (including monetary obligations, whether or not earned by performance), secondary obligations incurred or to be incurred, chattel paper, electronic chattel paper, equipment, general intangibles, payment intangibles, promissory notes, and income arising from or generated by the Equipment (together with the Equipment, the "Property"). Lessee hereby authorizes Lessor to file financing statements describing the Property.

3b. Power of Attorney. Lessee hereby appoints the Lessor as agent for the benefit of the Lessee and grants Lessor an irrevocable power of attorney, to take any and all actions and to execute and file all documents necessary to establish, maintain, and continue the first-priority, perfected security interest of Lessor in the Property (including without limitation execution or re-execution of any document required to correct previous error), in the name of and on behalf of Lessee, at Lessee's sole cost and expense. This power of attorney is coupled with an interest and is irrevocable during the term of this Agreement. Lessee shall take all actions and execute and file all documents reasonably requested by Lessor to establish, maintain, and continue the perfected security interest of Lessor. Lessee shall, within 10 calendar days after receipt of notice from Lessor, pay all costs and expenses of filing and recording (including the costs of all searches deemed necessary by Lessor) to establish, maintain, and determine the validity and priority of Lessor's security interest.

4. Term. Unless terminated earlier by Lessor, with respect to each Schedule, this Agreement shall be effective from the date such Schedule is executed by Lessor for a term expiring on the Lease Termination Date set forth in the Schedule. Lessee's right to use and possess the Equipment described on any Schedule will begin on the Closing Date. Notwithstanding any other provision of this Agreement, the term of this Agreement for each Schedule shall continue until all of the Equipment is returned to Lessor in the condition required by the Schedule. As of any applicable date, the "Stipulated Loss Value" for any Equipment is the Lessor's Cost or Lessor's Equipment Cost as shown on the applicable Schedule multiplied by the Stipulated Loss Factor as of the applicable date and as designated on Exhibit A to such Schedule. The "Stipulated Loss Amount" shall be the Stipulated Loss Value for Equipment calculated as of the earlier of the date that the full amount of the last Regularly Scheduled Rental Payment (a) was received by Lessor or (b) would have been received by Lessor if timely paid. **THIS AGREEMENT IS A "NET LEASE" AND MAY NOT BE TERMINATED BY LESSEE FOR ANY REASON WHATSOEVER.**

5. Rental Payments. Lessee shall make all of the following payments to Lessor (collectively, "Rent"): (a) the Initial Rent set forth on any Schedule will be due on the Date of Acceptance (as defined in the Schedule); (b) Interim Rent set forth on any Schedule will be due on the Date of Acceptance and will be calculated by multiplying the Daily Lease Rate Factor times the number of calendar days between the Date of Acceptance to and including the Base Lease Commencement Date; (as defined in the Schedule); (c) Regular Monthly Rental Payments (plus any Additional Monthly Rent) will be due during the Base Lease Term in the amounts and on the dates stated in the applicable Schedule; and (d) all sales and use taxes and the like will accompany each payment in an amount sufficient to pay such taxes and other charges in full. Notwithstanding any other provision of this Agreement, the term of this Agreement and Lessee's obligations to pay Rent on the Equipment shall continue if Lessee has not returned the Equipment to Lessor in the condition required by this Agreement on the Lease Termination Date (unless Lessee had previously paid Lessor the Stipulated Loss Amount for such Equipment or is exercising any option to purchase the Equipment) until the Equipment is returned to Lessor in the required condition. Lessee agrees to make all payments of Rent in the manner required by Lessor, including, but not limited to, by wire transfer, electronic funds transfer, or by automatic withdrawal from Lessee's accounts.

6. Absolute Non-Terminable Obligation. LESSEE'S OBLIGATION TO MAKE PAYMENT OF ALL RENT AND ALL OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT, RECOUPMENT OR TERMINATION, UNDER ANY CIRCUMSTANCE OR FOR ANY REASON WHATSOEVER, AND SHALL NOT REQUIRE PRIOR NOTICE OR DEMAND. Any default by any person under a warranty, service contract, or insurance policy, even when obtained through or from Lessor, does not constitute a defense to Lessee's obligation to make each and every payment in full when due under this Agreement. Lessee will make all Rent and other payments directly to Lessor at such places as Lessor may from time to time designate in writing. Payments will be applied when actually received in good funds by Lessor. To compensate Lessor for the additional costs of processing late payments, a one-time late charge of 5% will be charged on any payment not actually received within 15 calendar days of its due date. All other monetary obligations due and not paid when due will bear interest at the lesser of 18% per annum or the maximum rate allowed by law. Lessor may, at its option, apply all payments to any past due charges and then to charges not yet due.

7. No Warranty. LESSOR, NOT BEING THE MANUFACTURER, SUPPLIER, OR VENDOR OF THE EQUIPMENT, MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE VALUE, CONDITION, QUALITY, MATERIAL, OR DESIGN OF ANY EQUIPMENT, OR THE MERCHANTABILITY OR FITNESS OR SUITABILITY OF ANY EQUIPMENT FOR ANY PURPOSE AND, AS BETWEEN LESSOR AND LESSEE, LESSEE LEASES THE EQUIPMENT AS-IS, WHERE-IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED ON LESSEE'S OWN JUDGMENT AND HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS OF LESSOR. In no event will Lessor be liable or responsible for (i) any defects, either patent or latent (whether or not discoverable by Lessee or Lessor), in any item of Equipment; (ii) any direct or indirect damage to persons or property resulting therefrom; (iii) any loss or damage to cargo, contents, attachments, or any other items; (iv) Lessee's lost profits or any interruption in Lessee's business caused by Lessee's inability to use any item of Equipment or other item for any reason whatsoever; (v) loss or damage to the Equipment; or (vi) any incidental, indirect, special, or consequential damages of any nature, regardless of cause. So long as no Event of Default has occurred, Lessor hereby assigns to Lessee the right to enforce all warranties issued by the manufacturer, supplier, or vendor of the Equipment.

8. Lessee's Representations. Lessee warrants and represents to Lessor, expressly acknowledging that Lessor is relying on these warranties and representations that, as of the date of this Agreement and/or the date of each advance, as applicable, and agrees that until all of the obligations under each of the Lease Documents has been irrevocably satisfied in full: (i) all information supplied by Lessee to Lessor in any financial, credit, or accounting statement is and will be true, correct, valid and genuine; (ii) that each item of the Equipment is to be used only for business, and not for personal, family or household, purposes; (iii) Lessee is duly organized, validly existing, and in good standing under the laws of the state of its formation; (iv) Lessee has the full authority to enter into each of the Lease Documents and to perform all of its obligations under each of the Lease Documents; (v) Lessee has duly authorized, executed, and delivered all of the Lease Documents to which it is a party; and each such Lease Document constitutes the legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (vi) that the execution, delivery, and performance of the transactions contemplated in each of the Lease Documents does not require the approval of any stockholder, trustee, or holder of any obligation of Lessee and does not and will not violate any law, rule, or order now binding upon Lessee, or the charter, by-laws, or other governing documents of Lessee, or violate the provisions of, constitute a default under, or result in the creation of any lien

| LESSEE NAME AND ADDRESS | | | |
|-------------------------|--|---------------------|-------------------------------|
| Legal Name: | MAGNOLIA TRUCKING, LLC | | |
| Business Type: | Limited Liability Company | | |
| Mailing Address: | 510 A HUDSON ST., HACKENSACK, NJ 07601 | | |
| Street Address: | 510 A HUDSON ST. | | |
| City: | HACKENSACK | State: | NJ |
| County: | BERGEN | Telephone: | 201-270-7148 |
| Federal ID/SSN: | 83-3208753 | Email: | magnoliatrucking17@gmail.com |
| Customer No: | 7744414 | State of Formation: | NJ or State of Residence: N/A |
| | | Zip: | 07601 |
| | | Fax: | |

Truck 11

Dated: As of 4/11/2025.

Lessee: MAGNOLIA TRUCKING, LLC

Lessor: VFS Leasing Co.

P.O. Box 26131

Greensboro, North Carolina 27402-6131

Signature: *Maria Monzon*

(SEAL) Signature: _____

Print Name: MARIA MONZON

on behalf of Servicing Agent

Title: Member

1. Lease. Subject to the terms and conditions of this Truck Lease Agreement (Master) (this "**Agreement**") VFS Leasing Co., a Delaware business trust (together with its successors and assigns, "**Lessor**"), agrees to lease to Lessee and Lessee agrees, under seal, to lease from Lessor the motor vehicles, trailers, and such other equipment (collectively, the "**Equipment**") described in the Schedules to this Agreement from time to time (each a "**Schedule**") as may be agreed upon by Lessor and Lessee. When used in this Truck Lease Agreement (Master), the phrase "this Agreement" and any similar phrase shall mean collectively, this Agreement, all Schedules, all addenda and all other documents executed by Lessor and Lessee. Each Schedule shall be deemed a separate lease agreement with respect to the Equipment described therein, and each Schedule shall be deemed to incorporate by reference the terms of this Agreement. Lessee's obligations with respect to the Equipment as described in the respective Schedule shall become irrevocable upon the execution of the Schedule for such Equipment. This Agreement and subsequent Schedules may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original.

(a) **Acceptance of Equipment by Lessee.** Upon completion of delivery of all of the Equipment described on a Schedule, Lessee shall inspect such Equipment and, if Lessee determines that the Equipment conforms with the description in any applicable purchase order or supply contract, Lessee will accept delivery of the Equipment, and execute and deliver the applicable Schedule. Execution of the Schedule will evidence Lessee's unconditional and irrevocable acceptance of the Equipment.

(b) **Lessor's Obligations to Fund Any Schedule.** Notwithstanding any other provision of this Agreement, Lessor shall have no obligation to lease the Equipment on any Schedule or pay the manufacturer or supplier until all of the following conditions precedent are fulfilled to the reasonable satisfaction of Lessor with respect to such Schedule (each a "**Closing Date**"): (i) all of the representations and warranties made by Lessee in this Agreement and the Schedule are true and accurate in all material respects as of the Closing Date; (ii) Lessor has received evidence of insurance coverage on the Equipment acceptable to Lessor in its reasonable discretion; (iii) Lessor has received properly filed UCC financing statements as required by Lessor; (iv) Lessee has provided a certificate of its secretary or other authorized officer certifying (1) the accuracy of its charter documents; (2) resolutions of its governing body duly authorizing the execution, delivery, and performance of this Agreement, the Schedules, and all other related documents (the foregoing, together with any guaranty, being collectively the "**Lease Documents**"); and (3) the incumbency and signatures of the officers authorized to execute the Lease Documents; (v) receipt of the Schedule and all exhibits, attachments or other documents required thereby duly executed by Lessee and all other documents from any other party as required by Lessor, including any residual guaranty or parent guaranty agreements; (vi) confirmation of the absence of an Event of Default or an event which, but for the passage of time or the giving of notice or both would constitute an Event of Default, on the Closing Date; (vii) no enactment of any statute or adoption of any regulation which has or will have an adverse effect on the anticipated federal or state income tax consequences to Lessor, in which case Lessee shall not be obligated to lease from Lessor any Equipment not already subject to a Schedule; and (viii) Lessee has paid to Lessor both the Advance Rent and the Interim Rent, if any, designated on the applicable Schedule. If any of the conditions precedent specified in the preceding (i)-(viii) are not satisfied or waived by Lessor in its sole and absolute discretion, Lessee shall promptly pay Lessor and indemnify, defend, and hold Lessor harmless against all amounts which Lessor has expended or may become obligated to pay and any claims, including the claims of any supplier or manufacturer, with respect to any Equipment and the transactions contemplated under the applicable Schedule.

2. Finance Lease. This Agreement is a "**finance lease**" as defined in Section 2A-103 of the Uniform Commercial Code (the "**UCC**") as adopted in the State of North Carolina (25-2A-101 et seq., General Statutes of North Carolina). Lessee acknowledges that Lessor has neither selected, manufactured, nor supplied the Equipment. Lessee selected the Equipment and the suppliers of the Equipment. Lessor is acquiring the Equipment at the request of Lessee in connection with this Agreement. Lessee received and approved copies of the purchase order(s) or supply contract(s) for the Equipment prior to entering into this Agreement.

VFS Leasing Co.

**Truck Lease Agreement (Master)
Terminal Rental Adjustment Clause Schedule**

Customer Name: MAGNOLIA TRUCKING, LLC

Customer Number: 7744414

Schedule Number:

This Schedule is entered into pursuant to that certain Truck Lease Agreement (Master) dated 06/19/2024 and signed by MAGNOLIA TRUCKING, LLC ("Lessee") (the "Agreement"). Lessee agrees, under seal, to lease from Lessor the Equipment identified below upon the terms and conditions set forth in the Agreement. The term "Equipment" shall include all items described herein and which may be defined as "Vehicles" in the Agreement. All capitalized terms used and not defined are used with the same meaning as given in the Agreement.

1. Description of Equipment.

Number of Items of Equipment: 1

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>VIN Number</u> | <u>Attachment/Description</u> |
|-------------|-------------|--------------|-------------------|-------------------------------|
| 2025 | Volvo | VNL84300 | 4V5NG9EJ9SN676105 | Beau Roc # 60118 |

(Additional Equipment, if any, listed in Exhibit B)

2. Supplier(s) Information.

Company Name: GABRIELLI TRUCK SALES OF BLOOMSBURY, INC.

Company Address: 963 New Jersey 173 Bloomsbury, NJ 8804

3. Financial Terms.

a. Rent.

| | | | |
|-------------------------------|------------|----------------------------------|--------------|
| Base Lease Term (months): | 72 | Lessor's Cost: | \$277,046.32 |
| Base Lease Commencement Date: | 06/19/2024 | Additional Monthly Rent: | |
| Lease Termination Date: | 06/19/2030 | Initial Rental Payment: | \$0.00 |
| Date of Acceptance: | 06/19/2024 | Regular Monthly Rental Payments: | \$4,479.43 |
| Payments due as: | Arrears | | |

Each Monthly Rental Payment shall be due on or before the 19th day of each month. The first Regular Monthly Rental Payment is due on or before 07/19/2024. Lessee will also pay all taxes and other amounts whenever due under the Agreement in addition to the Rent stated above.

This Schedule is executed as of 6/19/2024.

Lessee: MAGNOLIA TRUCKING, LLC

Lessor: VFS Leasing Co.
PO Box 26131
Greensboro, NC 27402-6131

Signature:

(SEAL)

Signature:

on behalf of Servicing Agent

Print Name: MARIA MONZON

Title: Managing Member

Certificate of Business Use and Lessor's Tax Ownership. Lessee hereby certifies under penalty of perjury, in accordance with Section 7701(h)(2)(c) of the Internal Revenue Code of 1986, as amended (the "Code"), that Lessee intends that more than 50% of the use of the Equipment by Lessee will be in a trade or business of Lessee. In accordance with Code Section 7701(h)(2)(c), Lessee has been advised that Lessee will not be treated as the owner of the Equipment for federal income tax purposes and, thus, will not be entitled to claim any of the tax benefits of ownership.

Lessee: MAGNOLIA TRUCKING, LLC

Signature:

(SEAL)

Print Name: MARIA MONZON

Title: Managing Member

VFS Leasing Co.

Truck Lease Agreement (Master) Terminal Rental Adjustment Clause Schedule

Customer Name: MAGNOLIA TRUCKING, LLC

Customer Number: 7744414

Schedule Number:

This Schedule is entered into pursuant to that certain Truck Lease Agreement (Master) dated 06/19/2024 and signed by MAGNOLIA TRUCKING, LLC ("Lessee") (the "Agreement"). Lessee agrees, under seal, to lease from Lessor the Equipment identified below upon the terms and conditions set forth in the Agreement. The term "Equipment" shall include all items described herein and which may be defined as "Vehicles" in the Agreement. All capitalized terms used and not defined are used with the same meaning as given in the Agreement.

1. Description of Equipment.

Number of Items of Equipment: 1

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>VIN Number</u> | <u>Attachment/Description</u> |
|-------------|-------------|--------------|-------------------|-------------------------------|
| 2025 | Volvo | VNL84300 | 4V5NG9EJ0SN676106 | Beau Roc # 60119 |

(Additional Equipment, if any, listed in Exhibit B)

2. Supplier(s) Information.

Company Name: GABRIELLI TRUCK SALES OF BLOOMSBURY, INC.

Company Address: 963 New Jersey 173 Bloomsbury, NJ 8804

3. Financial Terms.

a. Rent.

| | | | |
|-------------------------------|------------|----------------------------------|--------------|
| Base Lease Term (months): | 72 | Lessor's Cost: | \$277,046.32 |
| Base Lease Commencement Date: | 06/19/2024 | Additional Monthly Rent: | |
| Lease Termination Date: | 06/19/2030 | Initial Rental Payment: | \$0.00 |
| Date of Acceptance: | 06/19/2024 | Regular Monthly Rental Payments: | \$4,479.43 |
| Payments due as: | Arrears | | |

Each Monthly Rental Payment shall be due on or before the 19th day of each month. The first Regular Monthly Rental Payment is due on or before 07/19/2024. Lessee will also pay all taxes and other amounts whenever due under the Agreement in addition to the Rent stated above.

This Schedule is executed as of 6/19/2024.

Lessee: MAGNOLIA TRUCKING, LLC

Lessor: VFS Leasing Co.

PO Box 26131

Greensboro, NC 27402-6131

Signature: _____

(SEAL)

Signature: _____

Print Name: MARIA MONZON

on behalf of Servicing Agent

Title: Managing Member

Certificate of Business Use and Lessor's Tax Ownership. Lessee hereby certifies under penalty of perjury, in accordance with Section 7701(h)(2)(c) of the Internal Revenue Code of 1986, as amended (the "Code"), that Lessee intends that more than 50% of the use of the Equipment by Lessee will be in a trade or business of Lessee. In accordance with Code Section 7701(h)(2)(c), Lessee has been advised that Lessee will not be treated as the owner of the Equipment for federal income tax purposes and, thus, will not be entitled to claim any of the tax benefits of ownership.

Lessee: MAGNOLIA TRUCKING, LLC

Signature: _____

(SEAL)

Print Name: MARIA MONZON

Title: Managing Member

LESSEE CERTIFICATION

With respect to that certain SCHEDULE A EVEN PAYMENTS (TRAC) dated JANUARY 25, 2023 between **BMO HARRIS BANK N.A.** and **MAGNOLIA TRUCKING, LLC** ("Lessee"), which incorporates by reference the terms and conditions of the Master Vehicle Lease Agreement dated OCTOBER 7, 2019 between BMO Harris Bank N.A. and Lessee (the "Master Lease") and a TRAC ADDENDUM to the Master Lease (collectively, the "Lease"). Lessee hereby certifies, under penalty of perjury, that Lessee intends that more than 50 percent of the use of the property subject to such SCHEDULE A EVEN PAYMENTS (TRAC) is to be in a trade or business of the Lessee. Lessee has been advised by Lessor, and acknowledges, that Lessee will not be treated as the owner of the property subject to the Lease for federal income tax purposes.

LESSEE: MAGNOLIA TRUCKING, LLC

BY: *Maria Monzon*

NAME: MARIA MONZON

TITLE: MEMBER

DATE: JANUARY 25, 2023

DELIVERY & ACCEPTANCE CERTIFICATE

LESSOR: BMO HARRIS BANK N.A.

Reference is made to that certain SCHEDULE A EVEN PAYMENTS (TRAC), dated **JANUARY 25, 2023** between **BMO HARRIS BANK N.A.** ("Bank") and **MAGNOLIA TRUCKING, LLC** ("Lessee"), which incorporates by reference the terms and conditions of the MASTER VEHICLE LEASE AGREEMENT dated **OCTOBER 7, 2019** between BMO HARRIS BANK N.A. and Lessee (the "Master Lease") and a TRAC ADDENDUM to the Master Lease (collectively, the "Contract") covering the property (the "Vehicle" or "Vehicles", which shall include such automobiles, trucks, trailers and other vehicles, together with all additional equipment and accessories thereon) described below:

| Year | Manufacturer | Description | Model | Serial Number |
|------|--------------|-------------|-----------|-------------------|
| 2023 | VOLVO | VNL84F300 | VNL84F300 | 4V5NG9EJ6PN331265 |
| 2022 | BEAU ROC | DL | DL | 429865 |

The undersigned hereby confirms and agrees as follows:

1. The Vehicle(s) was delivered to undersigned at the location designated in the Contract on **JANUARY 25, 2023**.
2. All installation and other work necessary for the proper use of the Vehicle(s), if any have been completed.
3. The Vehicle(s) has been inspected and accepted by the undersigned as satisfactory in all respects.
4. The undersigned's obligations and liabilities under the Contract will be absolute and unconditional under all circumstances, regardless of (i) any set-off, counterclaim, recoupment, defense or other right which undersigned may have or claim to have against Bank for any reason, or (ii) any interruption in or cessation of undersigned's use or possession of the Vehicle(s) for any reason whatsoever.
5. Bank is neither the manufacturer nor distributor of the Vehicle(s) and has no knowledge of or familiarity with it.

UNDERSIGNED ACCEPTS THE PROPERTY "AS IS" AND BANK HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE VEHICLE(S) FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Undersigned waives any and all rights, whether at law or in equity, to reject or revoke acceptance of the Vehicles.

This certificate will supplement and not alter the terms of the Contract, and is given to induce Bank to pay for the Vehicle(s). This certificate is binding on undersigned's heirs, administrators, legal representatives, successors and assigns and will inure to the benefit of Bank, its successors and assigns.

Dated: **JANUARY 25, 2023**

MAGNOLIA TRUCKING, LLC

(Name of individual(s), corporation or partnership)

By: *Maria Monzon*

Name: **MARIA MONZON**

Title: **MEMBER**

CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for themselves, their heirs, executors, personal representatives, successors and assigns (individually called "Guarantor" and collectively called "Guarantors") jointly and severally and in solidio hereby unconditionally guarantee to BMO HARRIS BANK N.A. and its affiliates, together with the respective successors, endorsees and assigns of each of the foregoing (collectively called "Bank") that MAGNOLIA TRUCKING, LLC (the Company), whose address is 510 A HUDSON ST, HACKENSACK, NJ 07601 shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Bank, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or un-matured, and whether originally contracted with or otherwise acquired by Bank (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness"). This Guaranty is an absolute and unconditional guarantee of payment and not of collectability. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral there for (collectively called "Security") or the pursuit by Bank of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, each Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by Bank by reason of the Company's default or the default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring Bank to (i) proceed against the Company by suit or otherwise (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy Bank may have against the Company, any co-Guarantor (whether hereunder or under a separate instrument) or any other party. Each Guarantor agrees that this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a Guarantor or surety, or by the death or dissolution of any Guarantor; the records of Bank shall be received as conclusive evidence of the amount of the Indebtedness at any time owing; one or more successive or concurrent suits may be brought and maintained against any or all of the Guarantors, at the option of Bank, with or without joinder of the Company or any of the other Guarantors as parties thereto; and such Guarantor will not avail itself of any defense whatsoever which the Company may have against Bank, other than full payment of the Indebtedness.

Each Guarantor agrees to provide promptly to Bank such financial statements and other financial records and information respecting Guarantor as Bank may from time to time request. Each Guarantor authorizes Bank, throughout the term of this Guaranty, to investigate or make inquiries of creditors or any other persons and credit bureaus regarding Guarantor (including equity holders of Guarantor), and provide to creditors or any other persons any financial, credit or other information regarding or relating to Guarantor, whether supplied by Guarantor to Bank or otherwise obtained by Bank.

EACH GUARANTOR HEREBY WAIVES NOTICE OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT BANK HAS KNOWLEDGE OF THE SAME. EACH GUARANTOR ALSO HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE COMPANY THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF BANK AGAINST THE COMPANY OR ANY SECURITY WHICH BANK NOW HAS OR HEREAFTER ACQUIRES, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

No termination hereof shall be effective until the Guarantors deliver to Bank a written notice signed by them electing not to guarantee any new extension of credit that may be granted by Bank to the Company after its receipt of such notice, but such notice shall not affect the obligations of the Guarantors hereunder as to any and all Indebtedness existing at the time such notice is received or incurred by the Company within thirty (30) days thereafter. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of extensions of credit given by Bank to the Company from time to time; (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of indebtedness signed, accepted, endorsed or assigned to Bank by the Company; (iii) all exemptions and homestead laws; and (iv) any other demands and notices required by law. Bank may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder: (a) renew, extend or refinance any part or all of the Indebtedness of the Company or any Indebtedness of its customers, or of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security; (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to Bank by law or agreement even if the exercise thereof may affect, modify or eliminate any rights or remedies which a Guarantor may have against the Company. Each Guarantor shall continue to be liable under this Guaranty. The provisions hereof shall remain in full force and effect, and Bank shall not be stopped from exercising any rights hereunder, notwithstanding (i) Bank waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of Bank to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) Bank failure to take new, additional or substitute security or collateral for the Indebtedness.

This Guaranty shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions, and each Guarantor submits to personal jurisdiction in the State of Illinois. Each Guarantor agrees that Bank may bring any legal proceedings it deems necessary to enforce any or all of such Guarantor's obligations hereunder in any jurisdiction or court where suit may be had with respect to any Agreement, the Security, or on the underlying Indebtedness. Guarantor will not seek a change of venue from any jurisdiction or court in which any action, proceeding or litigation is commenced; and service of process may be made upon such Guarantor by mailing a copy of the summons to such Guarantor at its address last known to Bank. All rights and remedies of Bank are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining terms and provisions hereof.

Execution and Transmission of Documentation. This Guaranty and any schedules, exhibits, annexes or related instruments (each an "Instrument") will be created and evidenced as follows: (i) Bank will deliver to Guarantors an electronic or paper version of each Instrument; (ii) each Guarantor will print and sign (and initial where indicated), using either ink on paper (a "manual" signature) or, if instructed or expressly permitted by Bank in writing, by electronic or digital means (an "electronic" signature), the signature page of each such Instrument and deliver the same to Bank by electronic, facsimile or other means; (iii) Bank will sign (electronically, digitally or manually, at its option) each signature page (if the Instrument requires Bank's signature); and (iv) Bank will attach each fully signed signature page to an electronic or printed paper copy of the applicable Instrument. Each Guarantor agrees that Bank may convert any Instrument signed manually into an electronic record and store it in a document management system designated by Bank, and each Guarantor hereby agrees to adopt the electronic image of its manual signature as its valid and binding electronic signature. Each Guarantor hereby represents and warrants that it has not modified the Instrument sent to it for signature. Upon a Guarantor's one-time request for a copy of any fully signed Instrument promptly after it has been produced by this process, Bank will make the same available to such Guarantor by electronic or other means. Each Instrument produced by this process will be conclusively presumed to be identical to the version signed or initialed by Guarantors, and Bank may (at its option) retain only a copy of such Instrument and dispose of the version containing Guarantors' manual signatures. Guarantors and Bank each intend that each Instrument produced by this process shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original, authenticated Instrument; and to the extent, if any, that any Instrument constitutes chattel paper (as the term is defined in the applicable Uniform Commercial Code), the resulting electronic Instrument shall be the single authoritative copy (as that term is used in the applicable Uniform Commercial Code) and no security interest in such Instrument may be created through the transfer or possession of any counterpart or copy thereof, other than the instrument produced by this process. Each Guarantor agrees not to raise as a defense to the enforcement of any Instrument that it or any other Guarantor executed such Instrument by electronic or digital means or used electronic or other means to transmit its signature on such Instrument. Notwithstanding anything to the contrary herein, Bank reserves the right to require Guarantors to sign any Instrument manually and to deliver to Bank an original of such Instrument containing Guarantors' manual signatures.

This Guaranty is subject to and governed by the laws of the State of Illinois (without regard to the conflicts of law principles of such State), regardless of the location of Guarantor or the Company.

GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS GUARANTY

GUARANTOR REPRESENTS THAT GUARANTOR IS A(N) OWNER OF OR IN THE COMPANY

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on JANUARY 25, 2023.

Witness: MARK COKE

Guarantor: MARIA MONZON (L.S.)

Witness: Mark Coke

By: Maria Monzon INDIVIDUAL

Address: 9 PELICAN CT, PARAMUS, NJ 07652