

RECEIPT

DATE

7/23/86

No.

735859

RECEIVED FROM

Gem Chem, Inc.

\$

650.00

Six hundred fifty and ²⁰/₁₀₀

DOLLARS

☐ FOR RENT☒ FOR

DE-SW-0983

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY
ORDER☐ CREDIT
CARD

FROM

23996

TO

BY

M.M.

July 20, 2026

Delaware Dept. of Natural Resources & Environmental Control
Permitting Section
89 Kings Highway
Dover, DE 19901

RECEIVED

JUL 23 2026

DNREC - WHS

RE: GemChem, Inc. (DE-SW0983)Solid Waste Transporter License Renewal Application

DENREC:

Enclosed you will find GemChem, Inc. completed solid waste transporter license renewal application. This enclosed information includes: a check made payable to the "State of Delaware" in the amount of \$650.00, the Solid Waste Transporter Permit Application and associated attachments and current Certificate of Insurance.

If you have any questions on the enclosed information, please contact me at your convenience at 717-626-3900.

Sincerely,
GemChem, Inc.



Gordon L. Young
President

Enclosures

gyoung@gemchemsolutions.com



RECEIVED

JUL 23 2026

DNREC - WHS

SOLID WASTE TRANSPORTER PERMIT APPLICATION

Language Preference:

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

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

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

1. Type of Permit

- ☐ New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.
- ☐ New – **ALL OTHERS** Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.
- ☒ Renewal: Permit # DE-SW- 0983 Expiration Date 09/30/2026

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

SCRAP TIRES ONLY

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

ALL OTHERS

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

2. Release to Public

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

3. Company Information

Company Name Gem Chem, Inc.

Location Address:	Mailing Address:
<u>53 N. Cedar Street</u>	<u>P.O. Box 384</u>
<u>Lititz, PA 17543</u>	<u>Lititz, PA 17543</u>

Contact: Gordon Young Title: President

Business Phone: 717-626-3900 Fax: 717-626-3909

E-mail: gyoung@gemchemsolutions.com

24 hr Emergency Contact Phone: [REDACTED]

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: Lititz State: PA Date: 4/1/1985

☐ Municipality

☐ Public institution

☐ Limited Liability Corporation (LLC) State: _____

☐ Other: (must specify) _____

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

☒ Attachment 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) 2

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 3
- ☐ 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 4
- ☐ No transporter permits in other states
- (c). Indicate your Federal DOT number and Motor Carrier number:
- DOT# 329728 MC# _____
- ☐ 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 ☐	\$300,000.00 ☐
Commercial Waste	\$750,000.00 + MCS-90 ☐	\$300,000.00 ☐
Industrial Waste	\$750,000.00 + MCS-90 ☐	\$300,000.00 ☐
Dry Waste	\$750,000.00 + MCS-90 ☐	\$300,000.00 ☐
Ash	\$750,000.00 + MCS-90 ☐	\$350,000.00 ☐
Infectious Waste	\$1,000,000.00 + MCS-90 ☐	\$750,000.00 + MCS-90 ☐
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MCS-90 ☒	\$300,000.00 ☐
Asbestos	\$1,000,000.00 + MCS-90 ☐ (For Hire & Private)	\$300,000.00 ☐
Scrap Tires Only	\$300,000.00 ☐	\$300,000.00 ☐

11. Spill Control and Safety

List all spill control and safety equipment that 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 5

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.

- 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);
- 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;
- Describe how drivers are instructed in the following:
 - Knowledge of proper handling procedures for the type of solid waste being transported.
 - Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
 - Familiarity with the conditions of the solid waste transporter's permit.

Driver Training, attachment 6

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 Gordon L. Young Date 07/20/2026
Print Name Gordon L. Young Title President

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

**State of Delaware
Solid Waste Transporter Permit Renewal Application**

(Attachment #1)

Prepared by:

GemChem, Inc.
53 North Cedar Street
P.O. Box 384
Lititz Borough, Lancaster County
Lititz, Pennsylvania 17543

1. Suzanne S. Young
Vice-President (51% Ownership)
P.O. Box 384 Lititz, PA 17543-0384

2. Gordon L. Young
President (49% Ownership)
P.O. Box 384 Lititz, PA 17543-0384


**State of Delaware
Solid Waste Transporter Permit Renewal Application**

(Attachment #2)

Prepared by:

GemChem, Inc.
53 North Cedar Street
P.O. Box 384
Lititz Borough, Lancaster County
Lititz, Pennsylvania 17543

1. GemChem, Inc.
53 N. Cedar Street
Lititz, PA 17543
10-Day In-Transit Facility PAD 009439662
Residual Waste Processing Facility Permit # 300983
2. CycleChem, Inc.
550 Industrial Drive
Lewisberry, PA 17339
Hazardous Waste TSDF PAD 067098822
3. Modern Landfill
4400 Mt. Pisgah Road
York, PA 17402

**State of Delaware
Solid Waste Transporter Permit Renewal Application**

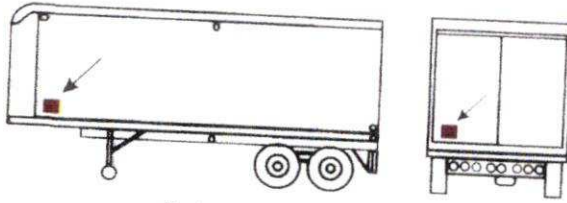
(Attachment #3)

Prepared by:

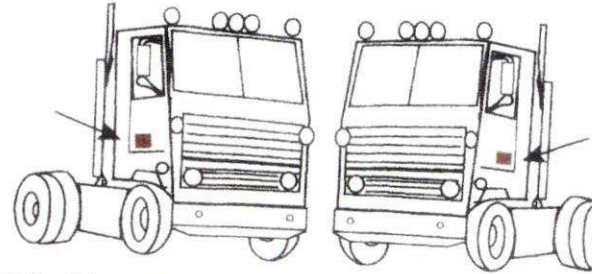
GemChem, Inc.
53 North Cedar Street
P.O. Box 384
Lititz Borough, Lancaster County
Lititz, Pennsylvania 17543

GemChem, Inc. PA Residual Waste Transporter Permit # WH0152

Waste Trailers



Trucks and Truck Tractors



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

30

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



COMMONWEALTH OF PENNSYLVANIA Waste Transportation Safety Program Written Authorization

0152276471

Phone No. (717)-626-3900

GEMCHEM, INC.
GORDON YOUNG
PO BOX 384
LITITZ, PA 17543-0384

VIN# 1M2AN2GCXRM046647
WH0152
Expires May 2027

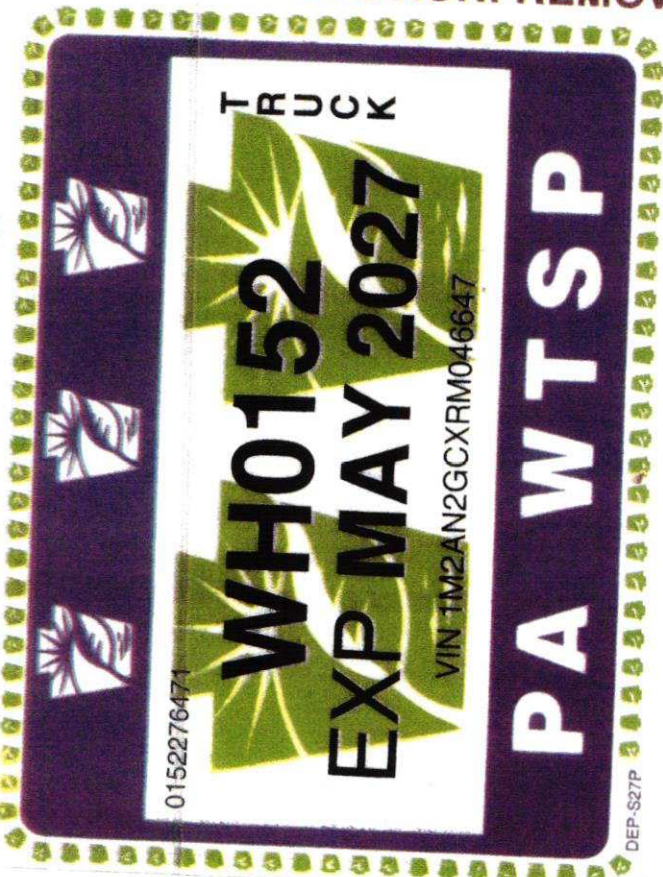


THIS WRITTEN AUTHORIZATION MUST BE KEPT WITH THE WASTE TRANSPORTATION VEHICLE AT ALL TIMES.
If lost or damaged contact DEP immediately at 717-783-9258.
A replacement fee is required.
Duplication or Photocopies of this original documentation are not valid.

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

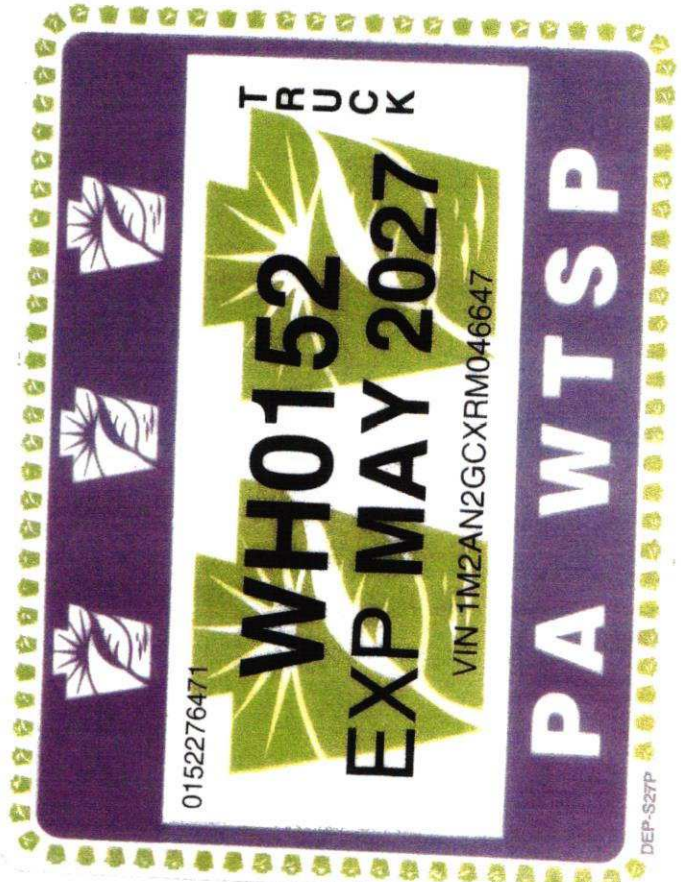
CAUTION! REMOVE STICKERS CAREFULLY.

Applied stickers take 24 hours to reach full tack



APPLICATION INSTRUCTIONS

1. Clean Surface To Which Sticker Will be Applied of Dirt, Grease or Oily Substances.
2. Remove Sticker From Carrier Sheet.
3. Position Sticker, Then Press Firmly Until Tightly Affixed To Surface.



PEEL HERE

**State of Delaware
Solid Waste Transporter Permit Renewal Application**

(Attachment #4)

Prepared by:

GemChem, Inc.
53 North Cedar Street
P.O. Box 384
Lititz Borough, Lancaster County
Lititz, Pennsylvania 17543

The following are a list of GemChem, Inc. Hazardous Waste Transporter permits held in other states. No additional solid waste (residual) waste transporter permits are in affect other then DE and PA.

- | | |
|-------------------------|--------------|
| 1. Maryland (MDE) | HWH 572 |
| 2. Pennsylvania (PADEP) | PA-AH0259 |
| 3. Virginia (DEQ) | PAD009439662 |

**State of Delaware
Solid Waste Transporter Permit Renewal Application**

(Attachment #5)

Prepared by:

GemChem, Inc.
53 North Cedar Street
P.O. Box 384
Lititz Borough, Lancaster County
Lititz, Pennsylvania 17543

GemChem, Inc. spill control and contingency plan for transportation emergencies



Transportation Contingency Plan For Emergencies

GemChem, Inc.
53 N. Cedar Street
Lititz, PA 17601
717-626-3900

Rev. May 4, 2026

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GemChem Contingency Plan for Transportation Emergencies

PREFACE

Act 97, The Solid Waste Management Act of 1980 and Title 25 Chapter 263a. of the PA Department of Environmental Protection (PADEP) Rules and Regulations and 40 CFR Chapter 263 require transporters of hazardous wastes to develop and implement a contingency plan to deal with emergencies affecting the environment, public health, and safety, resulting from an incident while transporting hazardous wastes.

Hazardous waste transporters are required to submit a contingency plan to the Department when requested during the license application process. Two copies of the contingency plan shall be submitted to the department at the time of application for a license for review and approval. If the contingency plan needs to be revised in the future, two copies of the revision shall be submitted to the Department for review and approval.

The provisions of the contingency plan shall be carried out whenever emergency situations arise, which endanger public health and safety or the environment. The contingency plan shall be periodically reviewed and updated as necessary. As a minimum, this shall occur when:

1. Applicable regulations are revised.
2. The plan fails in an emergency.
3. The mode of operation changes in a manner that materially increases the potential for fires, explosions, or release of hazardous constituents, or changes the response necessary in an emergency.
4. The list of emergency coordinators changes.
5. The list of emergency equipment changes.
6. As required by the Department.

Contingency plans and their revisions shall be prepared in accordance with Good Engineering Practice by someone who is or has been made familiar with day to day operations. Whenever an outside consultant is employed for this purpose, he must be authorized by the transporter to conduct a thorough study of waste handling and transportation practice.

Description of Plan Elements

I. Emergency Reporting

A. In the event of a hazardous waste spill, or a similar emergency during transportation, the driver of the vehicle must make an immediate decision, based on his training as described in Section VIII, to telephone local police, fire, rescue and ambulance departments as needed for the situation.

B. After the driver has contacted local emergency personnel as needed and taken steps to contain the immediate problems of the incident, he will telephone as soon as possible the first available GemChem emergency coordinator he can reach. He will then provide that coordinator with the following information:

1. Name of person reporting incident.
2. Phone number where the person reporting incident can be reached.
3. Date, time and location of the incident.
4. Describe type of transport vehicle and give tractor and trailer identification numbers.
5. Brief description of the type and severity of the incident, including the extent of injuries, if any.
6. For each different waste involved in a spill:
 - a. Shipping name, hazard class, and UN number of the waste.
 - b. Estimated quantity of the material spilled.
 - c. Estimate the extent of contamination of land, water, and/or air.
7. Shipping name, hazard class, and UN number of any other material carried.
8. General description of surrounding area, e.g. roads, landscapes, waterways, etc.
9. What action has already been taken.
10. Which police, fire, rescue departments have already been contacted.
11. If a leak may be involved, highway routes traveled.

C. The GemChem coordinator will then phone all of the above information plus the EPA identification numbers of all parties involved (GemChem EPA ID #PAD 009439662) immediately to: DEP 800-541-2050 and National Response Center 800-424-8802.

D. As soon as possible after the incident has been mitigated, the emergency coordinator will submit a written report to the Information Systems Manager, Office of Hazardous Materials Transportation, Research and Special Programs Administration, U.S. Department of Transportation, Washington, DC, 20590 (as required by Title 49 CFR 171.16). The written report must document all available information at the time of writing. Copies of the report must also be sent to all other agencies contacted by phone during the incident, and the generators of the waste in question.

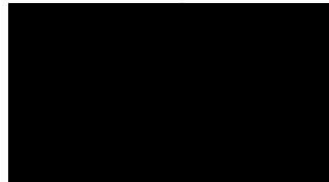
II. List of Emergency Response Numbers

- A. Driver to call for local police and fire departments by dialing 911
- B. National Response Center 800-424-8802.
- C. PA DEP (24 hour hotline) 866-825-0208.
- D. State of Delaware 800-662-8802 (In state), or 302-739-9401.
- E. In the event other agencies may be involved: PA Emergency Management Agency (PEMA) 717-651-2001.
- F. When streams or rivers are involved: PA Fish Commission, Southeast Regional Office in Elm at 717-626-0228. Pollution Hotline, 855-347-4545.

III. List of GemChem Emergency Coordinators

The first person listed shall be the primary emergency coordinator and others shall be listed in the order in which they will assume responsibility as alternates. At all times there shall be at least one of the following persons, either on the installation premises or on call with the responsibility for coordination all emergency response measures. The emergency coordinators shall be thoroughly familiar with all aspects of the contingency plan, all operations and activities, the characteristics of all materials handled, and the location of all records. In addition, these individuals shall have the authority to commit the resources necessary to carry out the contingency plan.

- A. Gordon Young, Lititz
- B. Suzie Young
- C. Ben Shelley
- D. Chris Miller



IV. List of Emergency Response Contractors for Spill Cleanup

Emergency response contractors, some of whom are capable of providing services on a 24 hour-a-day basis to respond to spills or materials, shall be called if their services are needed for cleanup or containment of spills. The following lists the names of a couple of those contractors, their telephone numbers, and the types of services and equipment they provide.

- A. VLS (formerly ERC)
1076 Old Manheim Pike
Lancaster, PA 17601

717-393-2627

- B. CycleChem, Inc.
550 Industrial Drive
Lewisberry, PA 17339

1-800-777-4557

Equipment:

- Boom equipped trucks containing the following: Containment boom, absorbent booms, absorbent pads, pillows, blankets, wipers, oil snares, plastic bags, oil dry, cleaning solvent, degreaser, vacuum cleaners, generator and lights, miscellaneous tools, including rakes and shovels, rubber boots, protective gear for personnel.
- Trucks, each equipped with spill response materials.
- Additional equipment is available as needed: Backhoe, dump trucks, boats, high pressure pumps, and rollofs.

The above equipment is available with supervisors, drivers, and laborers.

V. Emergency Equipment: The GemChem Mack Truck will be equipped with:

- Fire Extinguisher
- Reflectors and/or flares, and flashlight
- Protective coveralls, organic vapor respirator, gloves, boots, hard hat and face shield
- Emergency patch kit
- Polyethylene bags
- First aid kit and bottle of eye wash solution
- Absorbent material, broom & shovel
- Oversize recovery/salvage drum

All equipment shall be tested and maintained as necessary to assure its proper operation in time of an emergency. After an emergency, all equipment shall be decontaminated, cleaned and fit for its intended use before normal operations resume.

VI. External Communication: Cellular phone, landline telephone, or a runner system; whichever is more expedient will be used for following the emergency reporting procedure.

VII. Routine Decontamination Procedures for Minor Spills: Maintenance and decontamination will take place prior and preceding each delivery. All GemChem equipment and protective clothing used in handling a spill will be transported back to the facility, in Lititz, PA, and inspected, decontaminated, and if necessary destroyed and replaced. This procedure will be done in an area and in such a manner where all wash waters will be contained and collected in appropriate water storage tanks or drums and disposed of at a properly licensed facility.

VIII. Employee Training Program

A. All of the previously listed emergency coordinators and all other transportation personnel will be trained in the following subject areas on an annual basis.

1. Inspection and reporting procedures.
 2. General maintenance of all equipment.
 3. Chemicals used in spill control.
 4. A basic American Red Cross course in Emergency Action Principles.
 5. Proper handling of containers (closures, labeling, unloading and loading).
 6. Safety handling of individual waste streams
 7. Driver training.
 8. Contingency plan implementation.
 9. Compliance with all applicable laws and regulations for hazardous waste transportation.
 10. How to identify and handle waste using protective gear.
 11. Importance of contacting GemChem coordinators promptly in an emergency.
 12. To contact local police or fire departments directly as required.
 13. Familiarization with the emergency patch kit and procedures for its use.
 14. Use of the DOT Hazardous Materials Emergency Response Guidebook.
- A copy of this Guidebook is to be maintained in each vehicle, at the Lititz facility and in the home of each emergency coordinator.

**State of Delaware
Solid Waste Transporter Permit Renewal Application**

(Attachment #6)

Prepared by:

GemChem, Inc.
53 North Cedar Street
P.O. Box 384
Lititz Borough, Lancaster County
Lititz, Pennsylvania 17543

GemChem, Inc. provides annual EPA/DOT training to our CDL employee(s). Currently, (3) CDL drivers are employed by GemChem, Inc. and their training certificates are attached.

Certificate of Completion

LITITZ COMPLIANCE TRAINING

2026



Chris Miller

Has completed training requirements for

HAZWOPER REFRESHER

8 hrs of coursework

29 CFR 1910.120

April 16th 2026
Lititz PA

Certificate# LCT 26005

Sharon L Flory, CIT
NESTHA Master Instructor
CCHST Instructor
BCSP Board of Certification

Certificate of Completion

LITITZ COMPLIANCE TRAINING

2026



Eric Stricker

Has completed training requirements for

HAZWOPER REFRESHER

8 hrs of coursework

29 CFR 1910.120

April 16th 2026
Lititz PA

Certificate# LCT 26001

Sharon L Flory, CIT
NESTHA Master Instructor
CCHST Instructor
BCSP Board of Certification

Certificate of Completion

LITITZ COMPLIANCE TRAINING

2026



Ron Borne

Has completed training requirements for

HAZWOPER REFRESHER

8 hrs of coursework

29 CFR 1910.120

April 16th 2026
Lititz PA

Certificate# LCT 26004

Sharon L Flory, CIT
NESTHA Master Instructor
CCHST Instructor
BCSP Board of Certification

PENNSYLVANIA FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

NAIC NUMBER

AAU037

COMPANY

Allied American Underwriters



COMMERCIAL



PERSONAL

POLICY NUMBER

FBCAT0499805

EFFECTIVE DATE

2/20/2026

NOT VALID MORE THAN ONE (1)
YEAR FROM EFFECTIVE DATE

YEAR

2024

MAKE/MODEL

Mack

AN64R

VEHICLE IDENTIFICATION NUMBER

1M2AN2GCXRM046647

AGENCY/COMPANY ISSUING CARD

Trucordia Insurance Services, LLC

AGENCY/COMPANY TELEPHONE NUMBER

(717) 774-8128

INSURED

GemChem Inc.

P.O. Box 384

Lititz

PA 17543

SEE IMPORTANT NOTICE ON REVERSE SIDE



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dmv.pa.gov

For Department Use Only

Bureau of Motor Vehicles • Commercial Registration Section • PO Box 68612 • Harrisburg, PA 17106-8612

MV-106(4-14)

IRP CAB CARD

The vehicle described below has been proportionally registered in Pennsylvania and the following jurisdictions at the weights not exceeding those indicated as shown below:

BERGEYS GMC INC
446 HARLEYSVILLE PIKE
SOUDERTON, PA 18964-2190

LICENSE PLATE: **AH50819** VALIDATION DATE: **06/01/2026** EXPIRES: **05/31/2027**

ACCOUNT NO: 00028682		FLEET NO: 1		SUPP NO: 0		USDOT NO: 000329728		ISSUE DATE: 05/28/2026		EQUIPMENT NO: 324230		
YEAR: 2024	MAKE: MACK	VIN: 1M2AN2GCXRM046647				UNLADEN WEIGHT: 15,860 LBS		GROSS VEH WT 52,000 LBS		GROSS COMB WT: 52,000 LBS		
REGISTRANT NAME: BERGEYS GMC INC STREET ADDRESS: 446 HARLEYSVILLE PIKE CITY, STATE, ZIP: SOUDERTON, PA 18964-2190								TYPE: TK	AXLES: 3	SEATS: 0	FUEL: D	WGT CLASS: 15
OWNER: BERGEYS GMC INC DBA BERGEYS LEASING ASSOCIATES								TITLE NO: 86875917		O. CODE: PVT		

JUR	WEIGHT	JUR	WEIGHT	JUR	WEIGHT	JUR	WEIGHT	JUR	WEIGHT	JUR	WEIGHT	JUR	WEIGHT
PA	52,000	AL	52,000	AR	52,000	AZ	52,000	CA	52,000	CO	52,000	CT	52,000
DC	52,000	DE	52,000	FL	52,000	GA	52,000	IA	52,000	ID	52,000	IL	52,000
IN	52,000	KS	52,000	KY	52,000	LA	52,000	MA	52,000	MD	52,000	ME	52,000
MI	52,000	MN	52,000	MO	52,000	MS	52,000	MT	52,000	NC	52,000	ND	52,000
NE	52,000	NH	52,000	NJ	52,000	NM	52,000	NV	52,000	NY	52,000	OH	52,000
OK	52,000	OR	52,000	RI	52,000	SC	52,000	SD	52,000	TN	52,000	TX	52,000
UT	52,000	VA	52,000	VT	52,000	WA	52,000	WI	52,000	WV	52,000	WY	52,000
AB	23,586	BC	23,586	MB	23,586	NB	23,586	NL	23,586	NS	23,586	ON	23,586
PE	23,586	QC	5 AXL	SK	23,586	**	****	**	****	**	****	**	****

It is the registrant's responsibility to ensure that the information listed on the IRP cab card is correct.

The apportioned cab card must be carried in the vehicle to which it is issued and must be presented on demand, for inspection by law enforcement officers.

I/We hereby acknowledge this day that I/We have received notice of provisions of Section 3709 of the Vehicle Code.


SIGNATURE

MOTOR CARRIER RESPONSIBLE FOR SAFETY
GEMCHEM INC
PO BOX 384
LITITZ, PA 17543-0384

Safety USDOT Number: 000329728



PENNSYLVANIA'S LITTERING LAW - Section 3709 of the Vehicle Code provides for a fine of up to \$300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.
For any violation of Section 3709, I may be subject to a fine of up to \$300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within this vehicle with my permission, if I do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2026

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

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

PRODUCER Trucordia Insurance Services, LLC Trucordia Ins Svs, LLC DBA: 704 Bridge Street New Cumberland PA 17070	CONTACT NAME: Sean Killion PHONE (A/C, No, Ext): (717) 774-8128 FAX (A/C, No): (717) 901-4794 E-MAIL ADDRESS: sean.killion@trucordia.com																					
INSURED GemChem Inc. P.O. Box 384 Lititz PA 17543	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Allied American Underwriters</td><td>AAU037</td></tr><tr><td>INSURER B:</td><td>Lebanon Valley Insurance Company</td><td>14370</td></tr><tr><td>INSURER C:</td><td>Arch Specialty Insurance Co.</td><td>21199</td></tr><tr><td>INSURER D:</td><td>Berkshire Hathaway Direct Insurance Co.</td><td>10391</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allied American Underwriters	AAU037	INSURER B:	Lebanon Valley Insurance Company	14370	INSURER C:	Arch Specialty Insurance Co.	21199	INSURER D:	Berkshire Hathaway Direct Insurance Co.	10391	INSURER E:			INSURER F:		
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INSURER D:	Berkshire Hathaway Direct Insurance Co.	10391																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2621979541**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability ☒ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	IEPUW0014214902	02/20/2026	02/20/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	CA00061290	02/20/2026	02/20/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	XSCUW0014215002	02/20/2026	02/20/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	N9WC300890	02/20/2026	02/20/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Liability Single Limit 1,000,000
C	Automobile Liability	N	N	FBCAT0499805	02/20/2026	02/20/2027	

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

State of DE Dept of Natural Resources & Environmental Div. is listed as Additional Insured under General Liability with respect to work performed under contract by the insured listed above.

CERTIFICATE HOLDER**CANCELLATION**

State of DE Dept of Natural Resources & Environment
89 Kings Highway

Dover

PA 19901

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

AUTHORIZED REPRESENTATIVE

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For FMCSA Use Date Received: _____

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

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



United States Department of Transportation
Federal Motor Carrier Safety Administration

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

FORM MCS-90

Issued to GemChem Inc
(Motor Carrier name)

of PA
(Motor Carrier state or province)

(USDOT Number)

Dated at 12:01 AM on this 20 day of February, 2026

Amending Policy Number: FBCAT0499805

Effective Date: 02/20/2026

Name of Insurance Company: ARCH INSURANCE COMPANY

Countersigned by: _____

(authorized company representative)

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

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess _____ for each accident in excess of the underlying limit of _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 303-534-1171.

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

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

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

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

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

Davis, DaQuan (DNREC)

From: Gordon Young <gyoung@gemchemsolutions.com>
Sent: Monday, July 27, 2026 2:54 PM
To: WHStranporters
Subject: RE: Delaware Solid Waste Transporter Permit Application
Attachments: DOC042126.pdf

DaQuan,
Details on sale of Leshar Leasing to Bergery's is attached if this helps.

GORDON YOUNG President
www.gemchemsolutions.com
53 N. Cedar St., Lititz, PA 17543
Office 717-626-3900
Mobile 717-587-7850

From: Gordon Young
Sent: Monday, July 27, 2026 2:38 PM
To: WHStranporters <WHStranporters@delaware.gov>
Subject: RE: Delaware Solid Waste Transporter Permit Application

DaQuan,
Please find attached copy of GemChem, Inc. lease agreement as requested. The agreement was performed under Leshar Leasing but Berger's has purchased Leshar a few years ago. I hope this is what you need. The link below identifies Bergery's purchase of Leshar. Thank you,
<https://www.bergeystruckcenters.com/lesher-truck-acquisition/>

GORDON YOUNG President
www.gemchemsolutions.com
53 N. Cedar St., Lititz, PA 17543
Office 717-626-3900
Mobile 717-587-7850

From: WHStranporters <WHStranporters@delaware.gov>
Sent: Monday, July 27, 2026 9:51 AM
To: Gordon Young <gyoung@gemchemsolutions.com>
Subject: Delaware Solid Waste Transporter Permit Application

Hello,

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

- **Section 13-** Please provide a vehicle lease agreement from Bergeys GMC Inc.

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

Thank you,

DaQuan Davis



DaQuan L. Davis
Environmental Scientist
Division of Waste and Hazardous Substances

☎ 302-739-9403

✉ WHStranporters@delaware.gov

📍 89 Kings Hwy SW, Dover, DE 19901

🌐 dnrec.delaware.gov





Consumer Price Index Base 307.671

Leshar Leasing, Inc.

SCHEDULE A

TRUCK LEASING AGREEMENT

[illegible]

Please see terms on following page.

Schedule A No. 1

1. Liability Insurance Responsibility: CUSTOMER Limits: Bodily Injury _____ per person
Bodily Injury _____ per accident
Property Damage _____ per accident
OR Combined Single Limits \$1,000,000 per accident
Physical Damage Responsibility by CUSTOMER \$1,000 deductible.

2. It is agreed that the prime interest rate as of the date of execution of this Schedule A is NA as set forth by _____. In the event the prime interest rate should increase or decrease prior to the date of delivery of the vehicles, Customer agrees that for each quarter point change (0.25) in the interest rate, the Fixed Charge per will be adjusted ____.
3. Domicile of vehicle(s) listed on this Schedule: Lititz, PA
4. Lessor Base Service Facility location for vehicle(s) listed on this Schedule: Lebanon, PA
5. Amount allowable for original painting and lettering per vehicle: 0
6. Lessor will wash exterior of each vehicle 0 times per year.
7. Vehicle(s) will be operated only in the following states: _____
8. Lessor _____ will supply fuel tax permits and post fuel bonds if required. Lessor _____ will file fuel tax returns with each state.
9. Allowances / Year: License Fee: \$1,186 Federal Highway Use Tax \$0 Personal Property / Ad Valorem Tax \$0 Customer hereby agrees to reimburse Lessor within 10 days for any and all fees, taxes, charges, costs and/or other amounts incurred by Lessor in excess of the annual allowances set forth herein.
10. Estimated Annual Mileage: If the estimated mileage (Column 10) for each or any vehicle shown on the front of the Schedule A increases by 15%, the parties agree to negotiate in good faith the charges, depreciation, and term for that vehicle.
11. Mileage Guarantee: Customer agrees that each of the vehicles described on this Schedule A will be operated a minimum number of NA miles within each _____ month period during which it is under lease ("Guarantee Period").

The payment of the Mileage Rate per Mile shall be made as provided in the Lease Agreement for miles actually operated.

A settlement of the Mileage Guarantee will be made at the end of each Guaranteed Period as follows:

If miles actually operated during the Guarantee Period are less than the miles guaranteed, then Customer will be billed by Lessor and Customer shall promptly pay to Lessor an amount equal to the difference between the number of miles guaranteed and the miles actually operated, multiplied by the Deficiency Rate per Mile.

If miles actually operated during the Guarantee Period exceed the miles guaranteed, then Customer will be billed by Lessor and Customer shall promptly pay to Lessor an amount equal to (1) the difference between the miles actually operated and the miles guaranteed, multiplied by (2) the difference between the Mileage Rate per Mile specified on Side One of this Schedule and the Excess Rate per Mile specified below.

The Deficiency Rate per Mile shall be \$0.05 and the Excess Rate per Mile shall be \$0.05 > 40,000 miles per year

Miles operated by vehicles to which the same Mileage Rate per Mile, Deficiency Mileage Rate per Mile, Excess Mileage Rate per Mile, Mileage Guarantee, and Guaranteed Period apply, may be averaged. If the lease of any vehicle is terminated during any Guaranteed Period, the Guaranteed Period and Mileage Guarantee shall be prorated for that vehicle on the basis of the actual portion of such period it was under lease.

This Schedule A is entered into pursuant to that certain Full Service Lease Agreement or National Account Full Service Lease Agreement between the parties hereto.

This Schedule A shall be deemed a separate lease agreement with respect to the vehicle(s) referenced herein, and this Schedule A fully incorporates the terms and conditions of that certain Full Service Lease Agreement or National Account Full Service Lease Agreement, whichever applicable, between the parties dated per notation on this Schedule A.

Leshar Leasing, Inc.
Lessor

Gem Chem, Inc.

Customer

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Gregory S Leshar
President

Gary Young
President/Gem Chem, Inc.

ACQUIRED ASSETS PURCHASE PRICE CALCULATION
and
SOURCE AND APPLICATION OF FUNDS

("Asset Settlement Sheet")

SALE OF ASSETS

by

Leshar Mack Sales & Service, Inc. ("LMSS")

Leshar Leasing, Inc. ("LL")

and

Commercial Truck Parts, Inc. ("CTP") (collectively, "Seller")

to

Bergey's GMC, Inc. ("Purchaser")

under the Asset Purchase Agreement dated October 2, 2023 (the "Agreement"), by and between
Seller and Purchaser

Closing Date: December 1, 2023 [effective 12:01 a.m. December 1, 2023]

A. Calculation of Acquired Assets Purchase Price

1. Leshar Leasing Fleet \$ 2,750,000.00
**amount equal to total of fair market value of each unit separate
from fair market value of applicable leases**
(determined in accordance with Agreement § 2.6(c) and Schedule
2.6(c) of the Agreement)
*For each straight truck that becomes subject to a signed commercial lease with a
five-year term or longer, between the Effective Date and the Closing Date,
Purchaser shall pay an additional \$8,000.00 to Seller. For each tractor that
becomes subject to a signed commercial lease with a five-year term or longer,
between the Effective Date and the Closing Date, Purchaser shall pay an additional
\$12,000.00 to Seller.*
2. Off-Lease Units \$ 2,500,000.00
amount equal to total of fair market value of each unit
(determined in accordance with Agreement § 2.6(c) and Schedule
2.6(c) of the Agreement)
3. Lease Fleet Net Adds \$ 2,500,000.00
**amount equal to total of fair market value of each unit plus
goodwill of units with applicable leases**
(determined in accordance with Agreement § 2.6(c) and Schedule
2.6(c) of the Agreement)
4. Rental Fleet \$ 2,500,000.00
**amount equal to total of fair market value of each unit's
applicable lease**
(determined in accordance with Agreement § 2.6(c) and Schedule
2.6(c) of the Agreement)

For each straight truck that becomes subject to a signed commercial lease with a two-year term, or longer, between the Effective Date and the Closing Date, Purchaser shall pay an additional \$4,000.00 to Seller. For each tractor that becomes subject to a signed commercial lease with a two-year term, or longer, between the Effective Date and the Closing Date, Purchaser shall pay an additional \$6,000.00 to Seller

5.	Purchase of Company Vehicles & Delivery Vehicles (determined in accordance with Agreement § 2.6(c) and Schedule 2.6(c) of the Agreement)	\$ <u>2,200,000.00</u>
6.	New / Used Motor Vehicle Inventory (determined in accordance with Agreement § 2.5(c))	\$ <u>2,100,000.00</u>
7.	Parts and Accessories (determined in accordance with Agreement § 2.6(d))	\$ <u>300,000.00</u>
8.	Fixed Assets (determined in accordance with Agreement § 2.6(e))	\$ <u>500,000.00</u>
9.	Goodwill of LMSS (determined in accordance with Agreement § 2.6(a))	\$ <u>1,000,000.00</u>
10.	Goodwill of LL (determined in accordance with Agreement § 2.6(b))	\$ <u>1,000,000.00</u>
11.	Balance of Accounts Receivable (determined in accordance with Agreement § 2.6(f))	\$ <u>200,000.00</u>
12.	Prepaid Items	\$ <u>200,000.00</u>
ACQUIRED ASSETS PURCHASE PRICE		\$ <u>6,700,000.00</u>

B. Source and Application of Funds for Acquired Assets Purchase Price

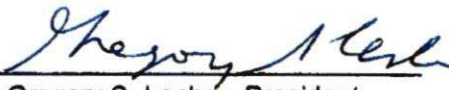
1.	Payoff of outstanding debt of Seller (if applicable)	\$ <u>2,000,000.00</u>
2.	Credit for customer deposits related to Motor Vehicle Contracts	\$ <u>2,000,000.00</u>
3.	Payoff Peoples Security Bank & Trust	\$ <u>1,000,000.00</u>
4.	Wire Transfer to Seller	\$ <u>2,000,000.00</u>
TOTAL FUNDS RECEIVED FOR ACQUIRED ASSETS		\$ <u>7,000,000.00</u>

The parties hereto hereby agree that for a period of thirty (30) days after the Closing Date, any mutual mathematical, administrative or ministerial errors in the computations made to arrive at the adjusted figures contained in this Settlement Sheet shall be corrected if and when found, and the parties agree to make the appropriate adjustments based upon the corrected amounts.

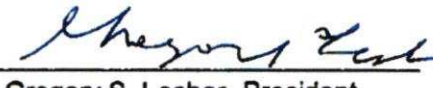
IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY:

SELLER:

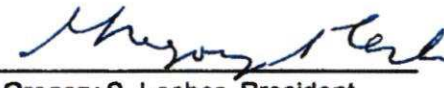
LESHER MACK SALES & SERVICE, INC.

By 
Gregory S. Leshner, President

LESHER LEASING, INC.

By 
Gregory S. Leshner, President

COMMERCIAL TRUCK PARTS, INC.

By 
Gregory S. Leshner, President

BUYER:

BERGEY'S GMC, INC.

By 
Mark J. Bergey, President