

RECEIPT

DATE

8/3/26

No.

735870

RECEIVED FROM

KAG Specialty Products Group

\$

350.00

Three hundred fifty and 00/100

DOLLARS

☐ FOR RENT☒ FOR

DE-HW-0661

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY
ORDER☐ CREDIT
CARD

FROM

990567

TO

BY

M.M.



RECEIVED

AUG 03 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

Language Preference: ENGLISH

HAZARDOUS WASTE TRANSPORTER PERMIT APPLICATION

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.)

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

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

1. Type of Permit

- ☐ New – Submit a check or money order, payable to the "State of Delaware," in the amount of \$350.00.
- ☒ Renewal: Permit # DE-HW- 0661 Expiration Date 9/30/2026

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.

- ☒ 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 hazardous waste transporters? ☒ Yes ☐ No

3. Company Information:

Company Name: KAG SPECIALITY PRODUCTS GROUP, LLC.

Location Address:	Mailing Address:
382 ROUTE 15 SOUTH	4366 MOUNT PLEASANT ST NW
WHARTON, NJ 07885	NORTH CANTON, OH 44720

Contact Person: MEGAN MINGUS Title: EQUIPMENT COODINATOR II

Business Phone: 256-216-4839 Fax: 234-900-0174

E-mail: KAG-PERMITS@THEKAG.COM 24 hr. Emergency Phone: 800-969-5419

EPA Identification Number: OHR000163543

Employer's Federal Tax ID Number [REDACTED]

4. Type of Company: (Check One)

- ☐ Proprietorship
☐ Partnership
☐ Corporation – City, State and Date of Incorporation: _____
☐ Municipality
☐ Public Institution
☒ Other – Explanation: LLC

5. Parent Company Information:

Parent Company Name: THE KENAN ADVANTAGE GROUP, INC.

Parent Company Address: 4366 MOUNT PLEASANT ST NW
NORTH CANTON, OH 44720

6. Ownership/Stockholder Information:

For each owner, partner, or corporate officer, list the name, title, home address, and date of birth.

☒ List of owners, partners, or corporate officers: Attachment A: OFFICERS

List the name and address of all stockholders owning greater than 5% outstanding shares.

- ☐ List of stockholders: Attachment _____
☒ Not Applicable

ATTACHMENT A:

6. OFFICERS:

- GRANT MITCHELL

- COO & PRESIDENT

- [REDACTED]

- [REDACTED]

- CHARLES DELACEY

- CEO

- [REDACTED]

7. Company Affiliations:

List all other companies owned by the same owners, corporate officers, or parent company that are engaged in the business of solid or hazardous waste transportation, treatment, storage, disposal, recovery, or reclamation.

- ☐ List of company affiliates: Attachment _____
☒ No company affiliates

8. Type of Hazardous Waste to be Transported:

Indicate the waste types to be transported. (Note: Characteristic and listed hazardous wastes identified in Delaware's *Regulations Governing Hazardous Waste* (DRGHW) Part 261 are equivalent to RCRA 40 CFR Part 261 wastes.) Check all that apply.

- ☐ Part 261 characteristic or listed hazardous wastes
☒ Used or waste oils (as defined by Part 279, Used Oil Management Standards)
☐ Spent antifreeze exhibiting a characteristic of hazardous waste
☐ PCB-contaminated hazardous waste
☐ Spent fluorescent lighting tubes and ballasts when managed as non-universal waste

9. Treatment, Storage, and Disposal Facilities:

List all treatment, storage, and disposal facilities that have agreed to accept the hazardous wastes identified above.

- ☒ List of treatment, storage, and disposal facilities: Attachment B

10. Other Transporter Permits:

List all hazardous waste transporter permits held in other states.

- ☒ List of transporter permits: Attachment C
☐ No hazardous waste transporter permits held in other states

11. Federal DOT and Motor Carrier Numbers:

Indicate your Federal DOT number and Motor Carrier number:

DOT# 0076483 MC# MC-112801

12. Proof of Insurance:

The transporter identified in this application must meet or exceed minimum insurance requirements as set forth in DOT Title 49 CFR Part 387. The DNREC Compliance and Permitting Section must be identified as the certificate holder. Also include a current MCS-90 endorsement or affirmation that the endorsement is still in effect.

- ☒ Certificate of insurance and MCS-90: Attachment D

9. Attachment B – TREATMENT, STORAGE, AND DISPOSAL FACILITIES

*We only load out of Delaware at various locations; we do not deliver in Delaware.

10. Attachment C – HAZARDOUS WASTE Permits held in other states

1. Arkansas
2. Connecticut
3. Florida
4. Illinois
5. Maine
6. New Hampshire
7. New York
8. Pennsylvania
9. Rhode Island
10. Tennessee
11. Vermont
12. Wisconsin



CERTIFICATE OF LIABILITY INSURANCE

6/1/2027

DATE (MM/DD/YYYY)

7/27/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1378749 KAG Specialty Products Group, LLC dba Transport Service, Carbon Express, Inc. Fort Transfer Company 4366 Mt. Pleasant St. NW North Canton, OH 44720	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co Pitts. PA	
	INSURER B: Gemini Insurance Company	
	INSURER C: Old Republic Insurance Company	
	INSURER D: Ascot Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 21912772 **REVISION NUMBER:** XXXXXXXX

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	013546901	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	4805437 (AOS) 4805439 (MA)	6/1/2026 6/1/2026	6/1/2027 6/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	N	N	GVE100353302	6/1/2026 6/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	MWC 313613 26 MWXS31361426 (OH)	6/1/2026 6/1/2026	6/1/2027 6/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Motor Truck Cargo	N	N	IMMA2610002342-02	6/1/2026	6/1/2027	\$400K Any One Occurr/CAT Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**21912772**Department of Natural Resources and
Environmental Control
89 Kings Hwy
Dover DE 19901

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

AUTHORIZED REPRESENTATIVE

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Department of Natural Resources and Environmental Control
89 Kings Hwy
Dover DE 19901

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 21912772.

- ☐ Email: mountainwestdelivery@lockton.com
- ☐ Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
8110 E. Union Avenue, Suite 100
Denver, CO 80237

13. Spill Control and Safety Equipment:

List all spill control and safety equipment that will be carried on each vehicle.

☒ List of spill control and safety equipment: Attachment E

14. Spill Control Plan:

Attach a copy of the Spill Control Plan that describes prevention, containment, and clean up procedures during transportation. The plan must demonstrate compliance with the requirements outlined in DRGHW Sections 263.30, 263.31, and 263.105. **Spill Control Plans must contain the following Delaware Emergency Reporting Telephone Numbers: 1-800-662-8802 and 302-739-9401.**

☒ Spill Control Plan: Attachment E

15. Driver Training:

Attach a copy of your driver training program. All drivers must be trained in current DOT Motor Carrier Safety Regulations and have knowledge of the proper handling procedures for the type of waste transported, the hazardous waste manifest system, and safe vehicle operation as provided in 49 CFR Parts 383, 390 – 399, and DRGHW Section 263.104. All drivers must be familiar with the approved Spill Control Plan.

☒ Driver Training Program: Attachment F

16. Controlled Substance Testing:

Do you maintain a controlled substance testing program for drivers in your employment (including contract drivers) in compliance with Federal DOT 49 CFR Part 391?

☒ Yes

☐ No, Explain:

17. Vehicle Identification Information:

List all vehicles to be used for the transportation of hazardous waste into, out of, or through Delaware. You may use the form provided or another printout that contains all required information.

☒ Vehicle Identification Information: Attachment G

ATTACHMENT E:

13 & 14.) All our drivers carry sorbent spill pads that can handle up to a 10-15 gallon spill

Emergency Spill Kits

Emergency spill kits are supplied with the following materials stored on or in the tractor:

10ea. - 3/8" x 18" x 18" absorbent pads

2ea. - 3" x 4' absorbent socks

1ea - 36" x 36" rubber drain stopper

In the event a spill that has the capability to flow to a sewer drain, the rubber drain stopper should be placed over the drain. Use whatever means available to secure the stopper to the drain, this could be gravel, earth or any loose material which

would apply pressure to the stopper.

Next, place the sock or socks in a position to stop or limit the flow of the product spill. Then place the absorption pads in a position to absorb the greatest amount of the liquid.

After the spill has been absorbed; place all material into the Spill Kit for disposal upon your arrival at your terminal. Notify terminal management that the spill kit must be replaced.

**REMEMBER TO REPORT ALL ACCIDENTS, INCIDENTS, SPILLS, CONTAMINATIONS,
EQUIPMENT DAMAGE, and PERSONAL INJURY TO THE SAFETY DEPARTMENT
USING THE SAFETY EMERGENCY LINE.**

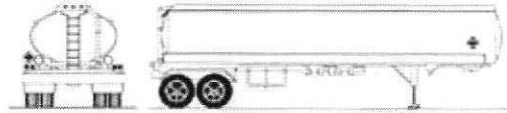
800-UTANKER (800-882-6537)

Or 800-327-1718

II TRANSPORTATION VESSELS

MC-306 (DOT-406)**Non (low) pressure bulk liquid cargo tank**

- MC 306--Maximum operating pressure of up to 3 psi
- DOT 406--Maximum operating pressure of up to 4 psi
- Oval or "egg" shaped cross-section
- Flat or nearly flat ends
- Aluminum—primary material of construction
- Usually, multi-compartmented



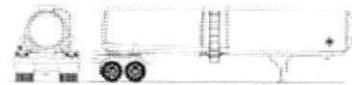
- Separate manhole for each compartment
- Emergency shutoff—driver-side front
- Rollover protection to prevent manholes from opening on rollover
- Average maximum capacity--9, 000 gallons

Contents:

- NORMALLY—petroleum products, however, may be water or milk

MC-307 (DOT-407)**Low-pressure bulk liquid cargo tank**

- Pressure—up to 40 psi @ 70°F
- Horse shaped" shaped cross-section
- Flat or slightly rounded ends
- Stainless steel is the primary material for construction
- May be insulated. Insulation may hide tank shape—may not appear to be horseshoe-shaped.
- Manway usually center (top) of tank
- Discharge valves usually center (bottom) of the tank
- If multi-compartmented, will have a separate manhole for each compartment
- Emergency shutoff—driver-side front
- Rollover protection to prevent manholes from opening on rollover, normally center of tank top
- Average maximum capacity--6, 000 gallons

**Contents:**

- NORMALLY mild acids, however, may be water, milk, or combustible liquids

MC-312 (DOT-412)**Corrosives Cargo Tank**

- Pressure—5 to 25 psi
- Exterior strengthening (stiffener) rings often visible
- Lined tank—usually lined with rubber or plastic
- Round cross-section
- Stainless steel is the primary material for construction
- May be insulated, insulation may hide tank shape
- Manway usually rear (top) of tank
- Discharge valves usually rear (bottom) of the tank



- If multi-compartmented, will have a separate manhole for each compartment
- Emergency shutoff—driver-side front
- Cigar-shaped tank—long, small diameter
- Average maximum capacity—4,000 to 6,000 gallons

Contents:

- Corrosives
- High-weight (specific gravity) liquids

MC-331

Gasses that are liquefied by pressure application only

- Circular cross-section
- Rounded ends
- Single shell carbon steel construction
- All valves, gauges, and piping protected against damage from rollovers
- Painted white for reflecting sun UV light rays
- Pressure—100 to 500 psi
- Gases that are liquefied by pressure application
- Capacity—from 2,500 gallons for bobtail to 11,500 gallons for highway transport truck



Contents:

- Propane (LPG)
- Butane
- Chlorine
- Anhydrous ammonia

MC-338

Cryogenic Cargo Tank

- Cryogenic liquids (DOT definition of cryogenic states that substance must be at least -130°F)
- Cylindrical shape with “box cabinet” on the rear of the tank, doors for loading/unloading operations are usually within these doors
- Thermos bottle design; 2 cylinders, cylinder-within-a-cylinder
- Area between 2 cylinders evacuated of air (vacuum)
 - It is normal to see vapors escaping from the vent “stack” on the rear cabinet area of the container
- Pressures from 23.5 to 500 psi—normally low pressure



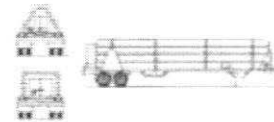
Contents:

- Substances that cannot be liquefied by pressure application alone, these substances must be “supercooled” to become a liquid
- Liquid oxygen, hydrogen, carbon dioxide

High-Pressure Tube - Gasses that cannot be liquefied with pressure application

- Each tube is a separate container
- Each tube is thermally protected with a thermal plug that is designed to melt out under fire conditions to relieve internal pressure
- Tubes are individually controlled in the rear compartment

- Off-loaded by “cascade style” (same method as used to fill SCBA bottles)
- Pressures of 4,000 to 6,000 psi per tube
- Usually 9 to 12 tubes per trailer
- High-pressure tube rail cars are of the same design as these styles of highway cargo tanks



Contents:

- Gases that cannot be liquefied by only pressure application
- Helium, nitrogen, argon

Emergency Shut-Offs

Maybe one of three types -

- Pneumatic—Flip lever to shut-off
- Hydraulic—shear nut to shut-off
- Cable—pull handle, paddle, or shear- nut (break-off) to shut-off

Dry Bulk

- Also known as pneumatically off-loaded hopper trailer
- Capacity of up to 1,500 cubic feet of dry product
- Uses air pressure to off-load—product is “blown” out of the bottom discharges
- Need to ground and bond when transferring product
- Movement of product through hoses causes a buildup of static electricity

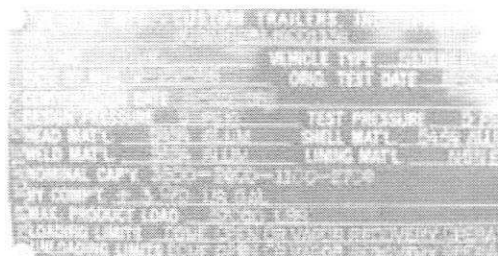
Contents:

- Ammonium nitrate fertilizer
- Cement
- Plastic pellets
- Caustic soda in powdered form



Specification (Spec) Plate

- Located left side of the cargo tank on the frame rail
- Type of cargo tank
- Material of construction
- Capacity
- Compartmented
- Test date
- Design pressure
- Lining material
- Test pressure
- Other information *The “spec” plate is the only way to tell exactly “what type of cargo tank you have”*



X HAZARDOUS MATERIALS

SHIPPING PAPER REGULATIONS - It is the SHIPPER'S RESPONSIBILITY to provide the following information on ALL Hazardous Materials Bills of Lading:

- A. HAZARDOUS IDENTIFICATION NUMBER (UN __ or NA____),
- B. PROPER CHEMICAL NAME, (NO ABBREVIATIONS PERMITTED OTHER THAN; N.O.S., N.O.I. OR N.O.I.B.N.)

These abbreviations indicate that the Product is a mixture of 2 or more substances.

N.O.S. = Not otherwise specified.

N.O.I. = Not otherwise indicated.

N.O.I.B.N. = Not otherwise indicated by name.

- C. HAZARD CLASS NUMBER.
- D. PACKING GROUP (I, II, III),
- E. WEIGHTS OR GALLONS loaded.
- F. If the load contains a REPORTABLE QUANTITY of an EPA Hazardous Substance, it will be identified with the letters (R.Q.).

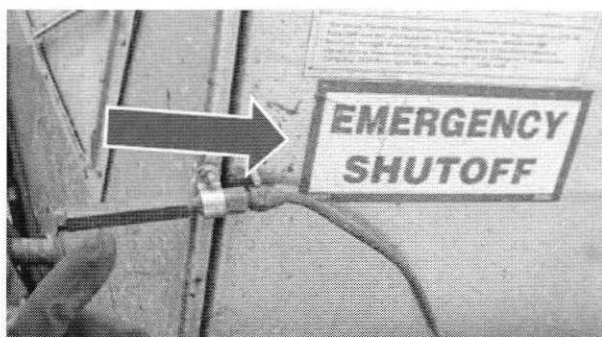
Also check that the shipping papers have the shippers emergency response telephone number. If not request this number from the shipper, if the shipper will not provide this number notify dispatch.

It is the driver's responsibility to inspect the shipper's bill of lading for ALL the above items. The shipper's bill of lading is to be carried on top of the SPG delivery ticket and within the driver's reach while restrained by the seat belt. If you stop the unit and leave it for any reason, place the shipper's bill of lading in the driver's seat, secure and lock the unit.

These regulations apply on ALL HAZARDOUS MATERIALS LOADS until the trailer is washed out.

Checking the remote shut-off is a must on your Pre-Trip inspection. If an inoperative emergency shutoff is found during your pre-trip, you are to write it up under the heading "Emergency Equipment" and turn it over to the shop before leaving to pick up a hazardous load.

Emergency Remote Shutoffs are located on the left front corner of the trailers. Please ensure a legible decal on the tank identifying the location of the emergency shutoff.



Placarding Regulations:

The shipper is required by law to provide the carrier, or carrier's driver with placards to correctly label, each compartment of a trailer containing hazardous material.

It is the driver's responsibility to placard the trailer in accordance with the hazard class, and Hazardous I.D. Numbers listed for each individual compartment on the shipper's bill of lading.

Single Compartment Trailers

Require (4) placards, (1) for each side, (left, right front, and rear)

Multi-Compartment Trailers

When a multi-compartment trailer contains products of different hazards, each side of the tank should be marked with the appropriate identification numbers of each product in the same sequence as the compartments containing the materials they identify. The front and back of the trailer should be marked with a Hazard Placard representing the greater hazard.

For example: Trailer loaded with both flammables and combustibles would have a flammable placard on front and back because flammable is the greater hazard (only one placard on front and back is required).

EPA Hazardous Substances:

The EPA and DOT have published a list of Hazardous Substances that require immediate reporting in the event of a spill. Shippers are required to identify each hazardous substance with the letters "RQ" which means "reportable quantity".

Some Hazardous Substances such as Caustic Soda, Hydrochloric Acid, & Xylene require placards. Other hazardous substances do not require placards. But ALL hazardous substances will be identified by the letters "RQ" on the shipper's bill. In loads containing a mixture of hazardous substances the shipper must list each hazardous substance by name and identify it with the letters "RQ".

Hazardous Substance (RQ) Reportable Quantity

Shipping Papers:

The driver must inspect the shipper's bill to see if there is a hazardous substance contained in the load. If there is a hazardous substance it will be identified with the letters "RQ". The driver is responsible

Proper Handling:

These products are to be properly handled at all times. The driver should ensure that there is NO product heel after unloading. If you encounter an issue getting ALL the load off, you MUST NOTIFY DISPATCH and they will work with you and the consignee to affect a complete unloading.

GHS (Globally Harmonized System):

The GHS is an international approach to hazard communication. It is based on major existing

systems around the world, including OSHA's Hazard Communication Standard and the chemical classification and labeling system of other US agencies.

3 major areas of GHS:

Hazard Classification – definition of hazards provides specific criteria for classification of health and physical hazards, as well as classification of mixtures. These specific criteria will help to ensure that evaluations of hazardous effects are consistent across manufacturers, and that labels and safety data sheets are more accurate as a result.

Labels – Chemical manufacturers and importers will be required to provide a label that includes a harmonized signal word, pictogram, and hazard statement for each hazard class and category. Precautionary statements must also be provided.

Safety Data Sheets – contain a 16-section format.

Ways You Can Protect Yourself:

Places where the hazardous chemicals may be present are specified in the terminals' Hazardous Materials Communication Plan. Caution should always be used in the shop, cleaning facilities, or at a customer site. Watch for labels, leaks, or odors and report them immediately. The best way to protect yourself against hazards is Not to enter any restricted areas and to Always wear your personal protective equipment.

The 16 sections of the new SDS cover:

1. Identification;
2. Hazard(s) Identification;
3. Composition/Information on Ingredients;
4. First-Aid Measures;
5. Fire-Fighting Measures;
6. Accidental Release Measures;
7. Handling and Storage;
8. Exposure Controls/Personal Protection;
9. Physical and Chemical Properties;
10. Stability and Reactivity;
11. Toxicological Information;
12. Ecological Information;
13. Disposal Considerations;
14. Transport Information;
15. Regulatory Information; and
16. Other Information.

HCS (Hazard Communication Standard) Pictograms and Hazards)

Health Hazard  ■ Carcinogen ■ Mutagenicity ■ Reproductive Toxicity ■ Respiratory Sensitizer ■ Target Organ Toxicity ■ Aspiration Toxicity	Flame  ■ Flammables ■ Pyrophorics ■ Self-Heating ■ Emits Flammable Gas ■ Self-Reactives ■ Organic Peroxides	Exclamation Mark  ■ Irritant (skin and eye) ■ Skin Sensitizer ■ Acute Toxicity ■ Narcotic Effects ■ Respiratory Tract Irritant ■ Hazardous to Ozone Layer (Non-Mandatory)
Gas Cylinder  ■ Gases Under Pressure	Corrosion  ■ Skin Corrosion/ Burns ■ Eye Damage ■ Corrosive to Metals	Exploding Bomb  ■ Explosives ■ Self-Reactives ■ Organic Peroxides
Flame Over Circle  ■ Oxidizers	Environment (Non-Mandatory)  ■ Aquatic Toxicity	Skull and Crossbones  ■ Acute Toxicity (fatal or toxic)

XI DRIVING PROCEDURES - DRIVING TASK HAZARD ANALYSIS (THA)

① Job Steps	② Potential Hazard	③ Critical Actions
1. Perform SPSA.	Consider worst-case scenario.	EVALUATE, DETERMINE, WORK
2. Driver performs safety circle/walk around and enters the cab using proper hand and foot placement (i.e., three points of contact).	Personal injury from slip, trip, or fall.	Use proper hand and foot placement (three points of contact is one of maintaining contact with the vehicle with two hands and one foot or two feet and one hand). Driver checks steps to cab and/or sole or shoe for foreign matter that could cause a slip.
3. Checks and/or adjusts seat properly. Driver has company issued safety equipment including hard hat, face shield, gloves, rubber suit, rubber boots, current registrations, Hazardous Permits and accident reporting packet. ERG triangles and mounted, secured and properly operating fire extinguisher.	Property damage resulting from an accident because the driver could not see properly or could not operate the controls safely. Unnecessary and increased costs associated with motor vehicle accidents. Personal injury including eyes, back, head and hand injuries.	Proper seat adjustment prior to moving the truck. Ensure required PPE and accident reporting packet is in cab of truck prior to departure from yard.
4. Checks positioning of all mirrors and corrects as necessary.	MVA that could result in personal injury, third party injury, and/or property damage.	Check and adjust all mirrors to meet your requirements. Also ensure that they are secure enough to maintain their adjustment.
5. Verifies the shipping papers, route sheet and Emergency Response Guidebook/SDS (ERG) are correctly located in the pouches on the inside of the driver's door or visible within the drivers reach.	A citation could be issued or if an incident occurs you and others may be at greater risk of injury if responders cannot find the HAZMAT information.	Shipping papers and the Emergency Response Guidebook must always be in their respective pouches on the driver's door when you are in transit or within employee's reach (while secured by seatbelt).
6. Secures seatbelt as prescribed by law and company policy.	Motor Vehicle Accident. Personal Injury. Citation.	Always fasten and properly adjust the seatbelt.

① Job Steps	② Potential Hazard	③ Critical Actions
7. Starts engine from driver's seat with the transmission in neutral, and the parking brakes applied. Inform maintenance staff if security switch is not operable.	Motor Vehicle Accident. Personal Injury.	The transmission should always be in neutral, the brakes set, and the clutch pedal depressed (if applicable) when starting the engine.
8. Prepares to get under way. Checks the mirrors to be sure the path is clear, locks door to proceed.	Truck could roll unexpectedly causing third party injury and/or property damage. If the mirrors are not properly adjusted the driver may not be able to see pedestrians and/or obstacles to the sides of or behind the vehicle. This could result in an MVA or third-party injury.	The mirrors must be adjusted so that the driver can see any obstacle to the sides or behind the vehicle.
9. Confirm readings on all gauges and begin to move smoothly. Driver maneuvers truck in such a manner to avoid fixed or moving objects.	Damage to the vehicle's engine.	Observe the gauges regularly. They provide critical information as to the performance of vehicle systems. Driver gets out of truck and checks for clearances if necessary. Use proper backing techniques as described in Job Step 22 if required to back truck.
10. Depart the facility and enter the street cautiously while observing all traffic patterns, weather conditions, and rules of the road. Stay alert, be aware of your surroundings, be ready for the unexpected and practice Smith System Keys.	Motor Vehicle Accident. Personal Injury. Equipment Damage.	Move cautiously and observe everything happening around the area. Unit must be secured, doors locked and windows up.

① Job Steps	② Potential Hazard	③ Critical Actions
11. While on the road the driver exhibits good driving techniques. Driver does not tailgate and uses mirrors to monitor traffic conditions. Driver does not use cruise control in wet or icy conditions.	Citations which will put your CDL in jeopardy. Excessive speed could result in an MVA which may result in personal injuries and property damage.	Understand and obey both company and posted speed limits. Do not overdrive your ability to react to any situation, including changes in road, weather, or traffic conditions. Maintain a safe following distance of 6 to 8 seconds of following distance.
12. Driver signals the intention to turn or change lanes well in advance of any such action.	Motor Vehicle Accident. Personal injuries. Property damage.	Signal the intention to turn or change lanes well in advance of the action (<i>Smith System Key #5</i>), check mirrors to be sure the path is clear (<i>Smith System Key #3</i>) and look up and down the cross roads for obstacles (<i>Smith System Keys #1 and Smith System Key #2</i>).
13. Gets into the proper lane well in advance of an intended turn.	Motor Vehicle Accident. Personal injuries. Property damage.	Move into the proper lane well in advance of the point at which the turn is to take place (<i>Smith System Key #4</i>).
14. Turns only when traffic conditions allow.	Motor Vehicle Accident. Personal injuries. Property damage.	Before making the turn, look both ways for pedestrians and other obstacles (<i>Smith System Key #2</i>).
15. Restricts traffic from passing on the right when setting up to complete a right turn.	Motor Vehicle Accident. Personal injuries. Property damage	Avoid a collision by restricting traffic from passing on the right when setting up to complete a right turn. This can be accomplished by moving to the right-side curb and then swing out to complete the right turn.
16. Completes turn promptly and safely without impeding other traffic. Driver checks for clearances when entering delivery site.	Motor Vehicle Accident. Personal injuries. Property damage	Be sure there are no signs restricting turns onto the street and give sufficient room to cars that are already on the street or at the intersection of the street being turned onto.

① Job Steps	② Potential Hazard	③ Critical Actions
17. At intersections the driver should be ready to yield the right of way and check for cross traffic regardless of traffic controls.	Motor Vehicle Accident. Personal injuries. Property damage	Slow down when approaching an intersection check in all directions and be ready to yield the right of way or to stop, make correct scan (left, right, left) before entering intersection.
18. At railroad grade crossings not posted exempt, the driver knows and understands the laws governing grade crossings (15/50, when to stop, etc.) and does not shift gears or stop while crossing the tracks. Place automatic in manual mode.	Extreme exposure to violent MVA's which usually results in fire, explosion, injury, or death to you and others in the area. Being convicted of a railroad grade crossing violation requires the Federal Department of Transportation to suspend your CDL for 60 days on the first offense. The penalty gets worse for each additional offense.	When driving a placarded vehicle, a driver must stop at all railroad crossings unless specifically exempt by law, whether the vehicle is loaded or empty. Stop at all railroad grade crossings not specifically marked to be exempt. Stop no closer than 15 ft. and no further than 50 ft. from the nearest rail. Four-way flashers should be used to alert others of your intentions. Roll down windows and scan (left, right, left). Select the proper gear and do not stop or shift while the vehicle is crossing the tracks. If you are hauling non-regulated products (products that do not require HAZMAT placards) or the unit has been purged and shows no placards you may not have to stop by regulation. <u>Company policy mandates all vehicles, regardless of hazardous or non-hazardous cargo, loaded or empty, or bobtailing to come to a full stop at all Railroad crossings.</u>

① Job Steps	② Potential Hazard	③ Critical Actions
19. Passes slower traffic in a <u>safe</u> and <u>controlled</u> manner. Drivers must take responsibility for his or her actions while passing, utilizing Smith System training.	Motor Vehicle Accident. Personal injuries. Property damage.	Be sure there is sufficient space ahead of the vehicle being overtaken to allow you to return to the lane of travel. Return to the lane of travel immediately upon completing the pass. Always signal the intention to change lanes both before and after the passing maneuver. Only pass when it is appropriate to do so.
20. Slows and/or stops the vehicle in a controlled manner in proper lane of travel.	Loss of control of the vehicle due to brake fade or over heating could result in an MVA which may result in injury or death to yourself as well as others. Property damage.	Know how to use all of the systems available, gears, engine brake and service brakes, to best control the vehicle in every situation. Check the condition of the service brakes often. Check the air pressure gauges often. Know how to gear down when descending grades. Understand when not to use the engine brake, on slippery or wet roads and in urban areas. Plan stops in advance to avoid panic braking. Stop clear of crosswalks and intersections. Always set both truck and trailer (or tractor and trailer) spring brakes when parking.
21. Tire checks. (Knows when and where). All tires are to be maintained at 100 psi cold. Steer Tires 110 PSI	Tires that are under-inflated or otherwise damaged may disintegrate or get hot enough to catch on fire. These situations could cause an accident resulting in injury to you or the people around you. If tire checks are not done, or not done correctly, the result could be a citation to the driver, the company, or both.	Tires must be checked during the pre-trip inspection, whenever you stop to load or unload. Look for tires that are flat, under-inflated, exhibiting signs of other serious deterioration and check for other problems such as cracked rims, loose lug nuts indicators, brake problems, broken springs, or other obvious conditions. If you discover an unsafe condition, get it repaired ASAP to avoid delays and/or possible fines.

① Job Steps	② Potential Hazard	③ Critical Actions
22. Uses proper backing techniques. Only back up when absolutely necessary. When backing, use flashers and ensure all hoses are disconnected and path is clear. When exiting the cab take the keys and lock the doors. When using a spotter, instruct flag man to use hand signals to notify you to stop the truck prior to impact and always keep them visible in your driver side mirror while backing. Know your surroundings. G.O.A.L. Get Out And Look	Motor Vehicle Accident. Personal injuries. Property damage.	Back only when absolutely necessary. If you must back, use flashers and be sure the path is clear, use a spotter who knows your requirements, if one is available. If you are using a spotter, instruct them that they must be able to see your face in the mirror(s) for you to be able to see their signals. Show spotter how to use two open hands pointed up and elbows bent at 90° to signal to stop backing. Instruct spotter to signal you to stop backing before the truck or trailer contacts a fixed object. If the situation is hazardous, consider requesting law enforcement for help.
23. Driver exhibits safe and courteous driving habits.	Motor Vehicle Accident. Personal Injuries. Property damage. Confrontations with other members of the motoring public (dangers of road rage).	Make a conscious effort to drive in a safe manner. Yield the right of way to others. Allow faster traffic to pass. Only use the vehicle's horn to warn others of impending danger. Use the turnouts if you are holding up the flow of traffic and know when and where to use your engine brake. Be courteous to others. Never use rude gestures or obscene language to convey your message. Everyone is a potential customer.

① Job Steps	② Potential Hazard	③ Critical Actions
24. Driver sets both parking and emergency brakes, parks the vehicle in a safe manner and exits the cab (with truck in neutral) using the three points of contact. Secure vehicle, lock truck and place keys in pocket.	Runaway vehicle resulting in MVA. Personal injuries, Property damage.	Be sure the engine has cooled sufficiently (several minutes of operation at reduced speed and power levels is enough) to be shut down. Park in a safe location, with both truck and trailer or tractor and trailer brakes set. Place Bill of Lading, or Manifest, on top of all paperwork on the driver seat. Exit the cab using proper hand and foot placement (Three Points of Contact).

XIII PRODUCT TRANSFER

Before transferring product seek approval from your manager who has to have approval from the VP of Safety.

A. Equipment Inventory

Each driver shall check all equipment needed for delivery. A thorough inventory of fittings, hoses, pump out pipe, keys, loading documents, or other needed items will be made prior to departure.

B. Product Quality Control

Extreme care is to be used in all loading and unloading operations to assure maintenance of product quality. Product mixtures must always be avoided. Proper identification of tanks, correct connection of hose and fittings and assurance of proper product alignment is the responsibility of the driver. Any contamination of product will be investigated thoroughly. The investigation may result in disciplinary action or termination if proper procedures were not followed.

C. Personal Protective Equipment

Drivers are required to wear work boots whenever on duty. They are to use goggles, gloves and hard hat when the job requires it or when performing any duty that could pose a danger to body or eyes. Face shields may be worn but only in conjunction with goggles. Chemical drivers are to wear a rubber protective suit whenever there is an exposure or potential exposure to corrosive materials or hot water.

All Specialty Products Group tank-wash facilities are designated Hard Hat areas and drivers must comply with this requirement.

Drivers are not permitted in the tank-wash area during the cleaning process nor are they permitted to remain in their tractor while the Tank Cleaner is cleaning the inside of the trailer or washing the outside of the tractor-trailer. The wearing of tennis shoes, sandals, loafers, t-shirts, shorts or similar clothing is not permitted at any time.

D. Authority to Unload/Consignee Verification of Connection

The primary objective of the Authority to Unload /Consignee of Verification of Connection section on the KAG Delivery Ticket is to prevent a spill or contamination from occurring that could result in a chemical reaction endangering life and/or property. These extra steps ensure our commitment to our customers that they receive the safest delivery possible.

1. Inform supervisory personnel at customer's plant as to the product you are delivering.
2. Inquire as to WHERE you are to make the proper hookup for discharge and have the customer's representative PHYSICALLY TOUCH the pipe to VERIFY PROPER LOCATION.
3. When properly hooked up, BEFORE PROCEEDING TO UNLOAD, have customer representative sign KAG Delivery Ticket in the "Authority to Unload/Consignee Verification of Connection" section.
4. When delivering a Compartmented load with different product, repeat steps 1, 2, and 3.
5. If the customer refuses to sign the section for any reason (such as they use their pump or they do the unloading) CONTACT your immediate supervisor for instructions BEFORE proceeding.
6. If you are given a load by dispatch, and do not have the KAG Delivery Ticket, you must write on the shipper's bill of lading "HOOKED TO PROPER UNLOADING LINE AND ROOM FOR PRODUCT IN THE TANK, O.K. FOR DRIVER TO UNLOAD" and have the customer sign it directly underneath this statement BEFORE PROCEEDING TO UNLOAD FOR EACH product.

E. Vapor Recovery

All standards and regulations set by the Environmental Protection Agency, Air Resources Board, and local Air Quality Districts will be adhered to.

F. Seals

Seals are required on some government accounts, products, and on some special accounts. Drivers are required to seal prior to leaving the terminal and seals are not to be broken until the outlet is used. The seal numbers are to be recorded on the delivery document.

G. Loading Product

Drivers are required to follow rules or regulations of the respective terminal, refinery, plant, or loading point. Additional special policies may be in effect at the point of loading.

1. Observe plant regulations (most require minimum of hard hat and goggles to load). Watch out for overhead catwalks and loading pipes also watch for pipes and hoses underfoot. If plant will permit, activate 4 ways hazard lights during loading.
2. Check at scale to be sure you can scale load legally and ask for product tags and seals for each compartment loaded. Record weight on both the KAGSPG bills and appropriate Qualcomm Macro.
3. Make sure discharge valves on trailer is sealed tight.
4. Be sure to insert proper placards if required and that they match the shipper's paperwork.
5. While trailer is being loaded check to see that product is not leaking from discharge valve on trailer. Seal and tag each compartment as it is loaded (if applicable).

H. If fall protection is provided, check top of trailer when loading is completed for the following:

1. Dome cover and wash out caps are tight.
2. Air valve on Christmas tree is closed.
3. Compartment and or Cabinets sealed and tagged properly.
4. There has been no product spilled in crash box

- I. Scale gross – make sure your weights are legal and keep in mind your axle weight responsibility.
- J. Fill in loading section of your KAG Delivery Ticket
 - 1. Add the weights to the appropriate Qualcomm Macro
 - 2. Explain any excess of two (2) hours loading on KAG Delivery Ticket.
- K. Check shipper's bill: (governing document)
 - 1. Hazardous ID #, proper shipping names, hazard class, packing group #, weights or gallons, and RQ (if applicable)
 - 2. Instructions
 - a) Delivery time.
 - b) Special equipment requests.
 - c) Special driver instructions.
- L. Update Qualcomm when loaded. If for any reason you are unable to meet your ETA, pull over to a "safe haven", advise dispatch immediately via Qualcomm or phone so they can inform the customer of your delay.
- M. Bring your log up to date and check tires before leaving loading point. Once you have taken possession of the shipping documents the load is your responsibility, you are to do everything possible to insure a safe and on schedule delivery. If there are any problems or questions, notify your dispatcher immediately.
- N. Under Rack Requirements
 - 1. After the truck enters the loading area and is spotted with both the truck and trailer parking brakes activated, ignition switch, and all radios, and electrical devices must be switched off. No mechanical work of any kind will be performed on the truck, tractor, or trailers, including the cleaning of windows, mirrors, lights, changing placards, etc., while the truck is under the loading rack.
 - 2. If a truck stalls under the load rack, the truck must be moved at least 60 feet from any rack before any work is done on it. Under no circumstances will a

"booster battery" be used to start a truck under the rack.

3. Follow posted and written terminal security procedures to include emergency phone numbers as to report unauthorized personnel or any terminal security features (i.e., gates, fences, or cameras not operating properly).

O. Driver Position While Loading

Because of the serious hazards associated with product spills, drivers, if loading themselves, must position themselves near the appropriate controls and be prepared to immediately stop the flow of product in the event of a leak or spill.

P. Spill Prevention, Retention and Drip Pan / Bucket

All KAG units are equipped with spill prevention/retention equipment. This is in the form of a drip pan/ bucket and an emergency spill kit. These items are to be used to prevent spills and/or prevent spill enlargement.

A driver should make every effort to avoid any spill but in case of a spill we do not want the driver to attempt to stop or clean up a spill which may cause bodily injury or harm.

The following should serve as a basic guide to the series of events to complete a safe clean product transfer and what to do in case of a product spill.

Units are equipped with a drip pan / bucket to be used in case of any leaks or drips. If customer drip pans / buckets are available, use as first available option. Prior to opening any valves or beginning the pumping process this pan / bucket should be placed below the body of the product pump. This will serve to catch any drips or leaks from the pump. THIS DOES NOT NEGATE YOUR RESPONSIBILITY TO WRITE THE PUMP UP ON YOUR VEHICLE CONDITION REPORT AT THE END OF YOUR TRIP. Should you notice any leaks from your hose fittings the pan should be placed under the fitting to capture any spillage.

When the product transfer is complete the following sequence should be followed to drain the product hoses after all valves have been closed and the pump has been stopped:

1. Place the drip pan / bucket under the pump and disconnect the discharge hose from the consignee hose from the consignee's unloading line. Use bleeder valve then slowly break the fitting, use caution as the hose may have product and / or pressure remaining in the hose.
2. Cap/plug the hose and walk the end of the hose back to the hose tube. Slide the hose into the hose tube, this will allow the product to flow toward the pump.
3. Disconnect the suction hose at the trailer; cap/plug the hose and slide hose into the hose tube for storage.
4. With the drain pan under the pump slowly disconnect the suction hose and drain all the product into the pan. Cap/plug the hose and slide hose into the hose tube for storage.
5. Disconnect the discharge hose from the pump and drain the product into the pan. Cap/plug the hose and slide into the hose tube for storage.
6. Drain contents of drain pan to consignee's waste drum. If consignee does not have or permit you to drain pan, contact your dispatcher.

Q. Emergency Spill Kits

Emergency spill kits are supplied with the following materials stored on or in the tractor:

- 10ea. - 3/8" x 18" x 18" absorbent pads
- 2ea. - 3" x 4' absorbent socks
- 1ea - 36" x 36" rubber drain stopper

In the event a spill that has the capability to flow to a sewer drain, the rubber drain stopper should be placed over the drain. Use whatever means available to secure the stopper to the drain, this could be gravel, earth or any loose material which

would apply pressure to the stopper.

Next, place the sock or socks in a position to stop or limit the flow of the product spill. Then place the absorption pads in a position to absorb the greatest amount of the liquid.

After the spill has been absorbed; place all material into the Spill Kit for disposal upon your arrival at your terminal. Notify terminal management that the spill kit must be replaced.

**REMEMBER TO REPORT ALL ACCIDENTS, INCIDENTS, SPILLS, CONTAMINATIONS,
EQUIPMENT DAMAGE, and PERSONAL INJURY TO THE SAFETY DEPARTMENT
USING THE SAFETY EMERGENCY LINE.**

800-UTANKER (800-882-6537)

Or 800-327-1718

R. Engine Operation

Unless the truck's pump is being used, under no circumstances is the engine of a truck to be left running during loading. Under no circumstances is the engine of a truck to be started while the vapor recovery hose, product hose, and ground cord are still attached.

S. Prohibition Against Circumventing System

No driver is to attempt to load by circumventing any malfunctioning or inoperative shutdown system. Each driver shall immediately report the malfunction to the terminal supervisor.

T. Abuse of Terminal Equipment

Drivers are prohibited from abusing loading equipment. Care will be taken when handling loading arms, operating meters, valves, invoice printing equipment or other items used in the loading process. Abuse of loading rack equipment will lead to disciplinary action up to and including discharge.

- U. Wheel Chocks
Follow terminal policies for chocking wheels.
- V. Departing Rack
The driver must double-check disconnection of all loading rack equipment, hoses and electrical cords by walking down the right side of the truck to be sure that everything is secure. Ensure that the truck path is clear and safe. Visually inspect the driver's side of the truck and top of tank prior to entering the cab.
- W. Ensure equipment is inspected for any odd devices attached to equipment. Make certain to lock doors and roll up windows before leaving rack.
- X. Calibration

CALIBRATION CHARTS

To accurately load product quantities, trailer compartments are calibrated in inches and fractions thereof. Each trailer has an assigned calibration chart. It is the driver's responsibility to obtain the correct calibration chart from the dispatcher. Some trailers may have a stainless-steel calibration chart located on the right front side.

How to read Calibration Chart: (See Exhibit #1)

1st: Locate gallons figure closest to the amount requested to load.

2nd: Read inches from left column plus fraction located above gallons column.

Example: 5100 Gallons

1st: 5095 Gallons = Closest Gallons to 5100 Gallons

2nd: (left Column) = 30 inches & (top) = 3/4 inch, (30 3/4 inches out).

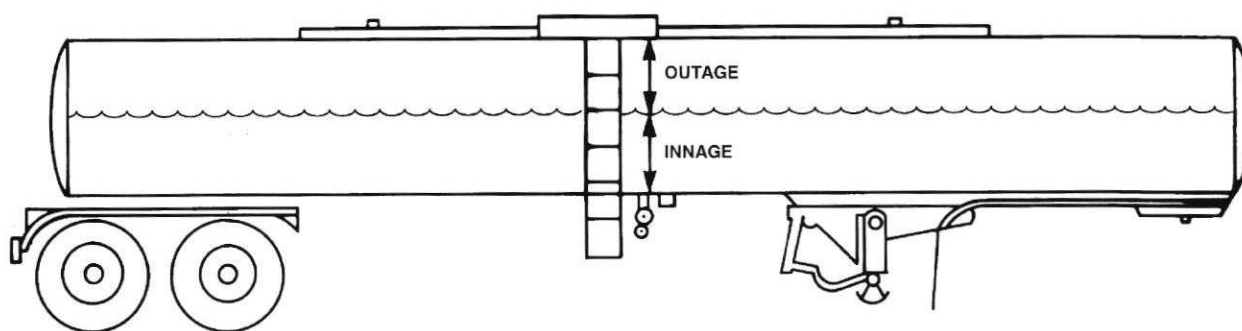
Innage Charts: KAG has a few trailers calibrated in innage measurements.

Innage is measured from the bottom of the trailer to the surface of the liquid.

Outage Charts: Most KAG trailers are calibrated in Outage.

Outage is measured from the strike point at the top of the trailer to the surface of the liquid.

Strike Point: The Strike Point is usually listed in the lower right corner of the Calibration Charts. The Strike Point may vary from trailer to trailer.



INNAGE CHARTS

Innage is measured from the bottom of the trailer to the top of the surface of the liquid.

OUTAGE CHARTS

Outage is measured from the strike point at the top of the trailer to the surface of the liquid.

EXHIBIT #2

CALIBRATION CHART

Single Compartment

Unit No.: 2152

Outage Chart

Serial No.: BB-101365

1/4 Inch Chart in Gallons to One Gallon Dry Lines

INCH	-0-	1/4	1/2	3/4	INCH	-0-	1/4	1/2	3/4
1	***	***	***	***	37	4,255	4,221	4,187	4,152
2	***	***	***	***	38	4,118	4,083	4,049	4,014
3	***	***	***	***	39	3,980	3,945	3,910	3,875
4	***	***	***	***	40	3,841	3,806	3,771	3,736
5	***	***	***	***	41	3,702	3,667	3,632	3,598
6	***	***	***	***	42	3,563	3,528	3,494	3,459
7	***	***	***	***	43	3,425	3,390	3,356	3,322
8	***	***	***	***	44	3,287	3,253	3,219	3,185
9	7,197	7,191	7,184	7,175	45	3,150	3,117	3,083	3,049
10	7,166	7,156	7,146	7,134	46	3,016	2,982	2,948	2,914
11	7,121	7,108	7,094	7,080	47	2,881	2,847	2,813	2,780
12	7,065	7,049	7,033	7,016	48	2,746	2,712	2,678	2,645
13	6,999	6,981	6,963	6,944	49	2,611	2,578	2,544	2,510
14	6,925	6,906	6,886	6,866	50	2,477	2,443	2,410	2,377
15	6,846	6,825	6,804	6,782	51	2,343	2,310	2,277	2,244
16	6,761	6,739	6,717	6,694	52	2,211	2,178	2,145	2,112
17	6,671	6,648	6,625	6,601	53	2,080	2,047	2,014	1,982
18	6,577	6,553	6,528	6,503	54	1,949	1,917	1,885	1,852
19	6,478	6,452	6,427	6,401	55	1,820	1,788	1,757	1,725
20	6,375	6,348	6,322	6,295	56	1,693	1,662	1,630	1,599
21	6,268	6,241	6,214	6,187	57	1,567	1,536	1,505	1,474
22	6,157	6,131	6,103	6,075	58	1,444	1,413	1,383	1,353
23	6,047	6,018	5,989	5,960	59	1,323	1,294	1,264	1,235
24	5,931	5,902	5,873	5,843	60	1,206	1,177	1,149	1,120
25	5,813	5,784	5,754	5,724	61	1,092	1,064	1,036	1,009
26	5,693	5,663	5,632	5,602	62	982	955	929	902
27	5,571	5,540	5,509	5,478	63	876	850	824	798
28	5,447	5,415	5,384	5,352	64	772	747	722	697
29	5,320	5,289	5,257	5,225	65	672	648	625	603
30	5,192	5,160	5,128	5,095	66	581	559	536	514
31	5,063	5,030	4,997	4,964	67	492	469	447	425
32	4,931	4,898	4,865	4,832	68	403	381	359	338
33	4,798	4,765	4,731	4,698	69	317	296	276	256
34	4,664	4,630	4,596	4,563	70	237	218	199	182
35	4,529	4,495	4,461	4,426	71	165	149	134	120
36	4,392	4,358	4,324	4,290	72	107	93	80	68

Strike Point: 74.50 inches

Total Capacity: 7,234 gallons

(rear, center at top of dome)

KAG SPG UNITS - ATTCHMENT G

UNITNUMBER	SERIALNO	DESCRIP	Equipment Type	MAKE	MODEL	MODELYEAR	LICENSE	STATE
1113427	1XPBDP9X1HD441192	2017 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2017	PWF4620	OH
1115456	1XPBDP9X9KD235142	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWV6211	OH
1115463	1XPBDP9X1KD235135	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWH1005	OH
1115464	1XPBDP9X3KD235136	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWV5982	OH
1115538	1XPBDP9X4KD267125	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWH1666	OH
1117177	1XPBDP9X2ND744977	2022 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2022	PWQ2881	OH
1119038	1M1AN4GY1NM026597	2022 MACK ANTHEM 64T CONVENTIONAL DAYCAB	TRACTOR	MACKX	ANTHEM	2022	PVT1022	OH
1120599	1XPBDP9X7RD664029	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5701	OH
1120934	1XPBDP9X3RD689476	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5938	OH
1120936	1XPBDP9X5RD689477	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5908	OH
1120942	1XPBDP9X5RD664157	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5897	OH
1120945	1XPBDP9X7RD664158	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5915	OH
1121668	1XPBDP9X4SD717663	2025 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2025	PWV5768	OH
1122140	4V4WC9EH3KN196417	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5239	OH
1122141	4V4WB9DH8LN259856	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5709	OH

1122142	4V4WB9DHXLN259857	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5241	OH
1122144	4V4WB9DH3LN259859	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5151	OH
1122588	1XPBDP9X8TD770870	2026 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2026	PWV5617	OH
1122593	1XPBDP9X7TD787692	2026 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2026	PWV5524	OH
2215629	1XPBDP9X6KD234823	2019 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2019	PWJ9286	OH
2215672	1XPBDP9X6KD234837	2019 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2019	PWU1295	OH
2215896	1XPBDP9XXKD234873	2019 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2019	PWJ9262	OH
2219801	1XPBDP9X1PD848346	2023 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2023	PWV4868	OH
2220222	1XPBDP9XXPD890580	2023 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2023	PWV4792	OH
2220818	1XPBDP9X1RD664267	2024 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2024	PWF3926	OH
2222722	1XPBDP9X9TD770036	2026 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2026	PWV6959	OH
2223600	1XPBDP9X0VD819577	2027 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2027	PWV5708	OH
2223670	1XPBDP9X2VD819578	2027 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2027	PXF2025	OH
60119	1M1AN2EY2KM001260	2019 MACK ANTHEM DAYCAB	TRACTOR	MACKX	ANTHEM	2019	PWV5426	OH
60181	4V4WB9DH1JN895029	2018 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2018	PWV5526	OH
60190	4V4WC9EH1KN196416	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5232	OH

60194	4V4WB9DH8KN196420	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5428	OH
60196	4V4WB9DH1KN196422	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5527	OH
60201	4V4WB9DH4LN259854	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5775	OH
60202	4V4WB9DH6LN259855	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5860	OH
60220	4V4WB9DH3LN259862	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5233	OH
60222	4V4WB9DH1NN313050	2022 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2022	PWV5235	OH
60223	4V4NC9EH5NN297782	TOKHIR ABDUJABBAROV - DRIVER NUMBER- CARBON EXPRESS IC	TRACTOR	VLVNA	VNL	2022	AX853R	NJ
60230	4V4WB9DH2PN313285	2023 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2023	PWV5710	OH
60231	4V4WB9DH4PN313286	2023 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2023	PWV5148	OH
60232	4V4WB9DH0PN313284	2023 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2023	PWV5149	OH
60319	4V4WB9DH7KN196425	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5529	OH
60320	4V4WB9DH7LN259864	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5152	OH
60420	4V4WB9DH5LN259863	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5773	OH
60519	4V4WB9EH6KN214864	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5236	OH
60619	4V4WB9EH6KN907806	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5238	OH
9917646	3ALXFBCGXFDC1637	GARY LONG - 6086157 - SPG IC	TRACTOR	FRGHT	NEED MODEL	2015	PWF3873	OH

9922138	4V4NC9EH9BN528789	HECTOR ROSADO - DRIVER NUMBER- CARBON EXPRESS IC	TRACTOR	VLVNA	VNL	2011	AT555Y	NJ
9923278	1FVXA7CG5CLBD9480	MICHAEL CHENG - 88720 - SPG IC	TRACTOR	FRGHT	COLUMBI A	2012	PWY1296	OH

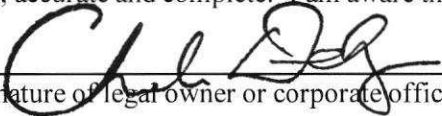
18. Environmental Record:

List all criminal citations, arrests or 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 other 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 application.

- ☐ Environmental Record: Attachment _____
☒ Not Applicable – No violations within the specified time period

19. Signature:

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 of legal owner or corporate officer

CHARLES DELACEY

Printed Name

7/28/2026

Date

CEO

Title

WHStranporters

From: Megan Mingus <megan.mingus@thekag.com>
Sent: Tuesday, August 11, 2026 4:02 PM
To: KAG Permits; WHStranporters
Subject: RE: [EXTERNAL] Delaware Hazardous Waste Transporter Permit Application
Attachments: Attachment B - Treatment, storage and disposal facilities.pdf; MCS-90 KAG Specialty Products- 4805437.pdf; Drivers Guide to Spill Procedures.pdf; ATTACHMENT A - VEHICLES.pdf; 9917646 Long, Gary Exhibit C Updated Escrow.pdf; 9917646 Long, Gary Lease.pdf; 9922138 Rosado, Hector SPG Lease 2024.05.08.pdf; 60223 Abdujabbarov, Tokhir SPG Lease 2024.05.08.pdf

Good Afternoon DaQuan,

Please see the attached documents that you requested. Let me know if you need anything else. Have a great day!

Thank you for your time,

Megan Mingus
Fleet Compliance Lead
Fleet Services
4366 Mt Pleasant St NW
North Canton, OH 44720
Desk: (256) 216-4839
Extension: 962759
Fax: (214) 900-0174
megan.mingus@thekag.com
www.thekag.com



From: WHStranporters <WHStranporters@delaware.gov>
Sent: Tuesday, August 4, 2026 9:51 AM
To: KAG Permits <kag-permits@thekag.com>
Subject: [EXTERNAL] Delaware Hazardous Waste Transporter Permit Application

Hello,

Thank you for submitting your application to obtain your Delaware hazardous 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-** Please provide a list of all treatment, storage, and disposal facilities.
- **Section 12** - Please provide an MCS-90 endorsement form with your auto liability insurance number on it.
- **Section 14-** The spill control plan is missing the Delaware emergency reporting numbers (1-800-662-8802 and 302-739-9401). Please update your plan and add the numbers.
- **Section 17-** Vehicle list is missing ownership. Please update the list and resend for any vehicles not owned by the company; provide the lease agreements for them.

Please provide the information requested above via e-mail within ten (10) 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



9. Attachment B – TREATMENT, STORAGE, AND DISPOSAL FACILITIES

Pick up at:

- Amtrak - West Yard Substation - Wilmington, DE
- Exelon - Reybold Substation - New Castle, DE
- NRG Indian River - Dagsboro, DE
- Delaware CO OP - Mumford Substation - Laurel, DE

Drop off at:

- TCI of Coeymans, NY
- Aqua Fuels Elizabeth NJ
- Bay Oil Chicopee Ma
- Kaufman Products - Baltimore, MD

USDOT Number: _____ 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 and Safety Information, Registration, Licensing, and Insurance 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

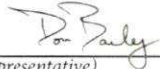
FORM MCS-90

Issued to KAG Specialty Products Group, LLC of Ohio
(Motor Carrier name) (Motor Carrier state or province)

Dated at 5:00 pm on this 28th day of June, 2024

Amending Policy Number: 4805437 Effective Date: 06/01/2024

Name of Insurance Company: National Union Fire Insurance Company of Pittsburgh, PA

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 \$ 5,000,000.00 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 913-495-4065.

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.



Drivers Guide to Spill Procedures

In the event that a driver has a spill, the driver involved shall follow this plan of action.

1. Driver shall immediately pull over to a safe location and put out their emergency reflectors as specified by the DOT. If any oil is on the roadway, driver will dial 911 to notify the police to come block the lane to prevent traffic from driving through the spill. Place their emergency triangles out to protect themselves and the equipment.
2. Drivers will refer to the MSDS for the product they are hauling and their Emergency Response Guidebook if necessary for spill and first aid guidance of the material they are hauling.
3. Driver will use the spill pads and buckets located in each truck to contain and prevent the spill from spreading and prevent the spill from entering any water ways or drains.
4. The driver will use their cell phone to dial 911 to alert the local police and/or fire department of the spill and provide emergency personnel with copies of their paperwork.
5. Driver will then try to find the source of the leak and if possible, take measures to stop the leak if it is safely possible.
6. **REMEMBER TO REPORT ALL ACCIDENTS, INCIDENTS, SPILLS CONTAMINATIONS, EQUIPMENT DAMAGE, and PERSONAL INJURY TO THE SAFETY DEPARTMENT USING THE SAFETY EMERGENCY LINE. 800-UTANKER (800-882-6537) OR 800-327-1718.**
7. The driver will "NOT" talk to the news reporters at the scene.
8. Driver will stay on site while the clean-up is being conducted and not leave until released by the local authorities and the Director of Safety.
9. For the state of **Maine**, you will need to call the **Maine 24-hour Spill Number: 1-800-482-0777**.
10. For the state of **Delaware**, you will need to call the **emergency reporting numbers: 1-800-662-8802 and 302-739-9401**.

KAG SPG UNITS - ATTCHMENT G

UNITNUMBER	SERIALNO	DESCRIP	Equipment Type	MAKE	MODEL	MODELYEAR	LICENSE	STATE	OWNERSHIP
1113427	1XPBDP9X1HD441192	2017 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2017	PWF4620	OH	COMPANY
1115456	1XPBDP9X9KD235142	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWV6211	OH	COMPANY
1115463	1XPBDP9X1KD235135	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWH1005	OH	COMPANY
1115464	1XPBDP9X3KD235136	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWV5982	OH	COMPANY
1115538	1XPBDP9X4KD267125	2019 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2019	PWH1666	OH	COMPANY
1117177	1XPBDP9X2ND744977	2022 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2022	PWQ2881	OH	COMPANY
1119038	1M1AN4GY1NM026597	2022 MACK ANTHEM 64T CONVENTIONAL DAYCAB	TRACTOR	MACKX	ANTHEM	2022	PVT1022	OH	COMPANY
1120599	1XPBDP9X7RD664029	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5701	OH	COMPANY
1120934	1XPBDP9X3RD689476	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5938	OH	COMPANY
1120936	1XPBDP9X5RD689477	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5908	OH	COMPANY
1120942	1XPBDP9X5RD664157	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5897	OH	COMPANY
1120945	1XPBDP9X7RD664158	2024 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2024	PWV5915	OH	COMPANY
1121668	1XPBDP9X4SD717663	2025 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2025	PWV5768	OH	COMPANY
1122140	4V4WC9EH3KN196417	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5239	OH	COMPANY
1122141	4V4WB9DH8LN259856	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5709	OH	COMPANY

1122142	4V4WB9DHXLN259857	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5241	OH	COMPANY
1122144	4V4WB9DH3LN259859	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5151	OH	COMPANY
1122588	1XPBDP9X8TD770870	2026 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2026	PWV5617	OH	COMPANY
1122593	1XPBDP9X7TD787692	2026 PETERBILT 579 CONVENTIONAL DAYCAB	TRACTOR	PTRBL	579	2026	PWV5524	OH	COMPANY
2215629	1XPBDP9X6KD234823	2019 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2019	PWJ9286	OH	COMPANY
2215672	1XPBDP9X6KD234837	2019 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2019	PWU1295	OH	COMPANY
2215896	1XPBDP9XXKD234873	2019 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2019	PWJ9262	OH	COMPANY
2219801	1XPBDP9X1PD848346	2023 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2023	PWV4868	OH	COMPANY
2220222	1XPBDP9XXPD890580	2023 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2023	PWV4792	OH	COMPANY
2220818	1XPBDP9X1RD664267	2024 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2024	PWF3926	OH	COMPANY
2222722	1XPBDP9X9TD770036	2026 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2026	PWV6959	OH	COMPANY
2223600	1XPBDP9X0VD819577	2027 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2027	PWV5708	OH	COMPANY
2223670	1XPBDP9X2VD819578	2027 PETERBILT 579 CONVENTIONAL SLEEPER	TRACTOR	PTRBL	579	2027	PXF2025	OH	COMPANY
60119	1M1AN2EY2KM001260	2019 MACK ANTHEM DAYCAB	TRACTOR	MACKX	ANTHEM	2019	PWV5426	OH	COMPANY
60181	4V4WB9DH1JN895029	2018 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2018	PWV5526	OH	COMPANY
60190	4V4WC9EH1KN196416	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5232	OH	COMPANY

60194	4V4WB9DH8KN196420	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5428	OH	COMPANY
60196	4V4WB9DH1KN196422	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5527	OH	COMPANY
60201	4V4WB9DH4LN259854	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5775	OH	COMPANY
60202	4V4WB9DH6LN259855	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5860	OH	COMPANY
60220	4V4WB9DH3LN259862	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5233	OH	COMPANY
60222	4V4WB9DH1NN313050	2022 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2022	PWV5235	OH	COMPANY
60223	4V4NC9EH5NN297782		TRACTOR	VLVNA	VNL	2022	AX853R	NJ	O/O
60230	4V4WB9DH2PN313285	2023 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2023	PWV5710	OH	COMPANY
60231	4V4WB9DH4PN313286	2023 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2023	PWV5148	OH	COMPANY
60232	4V4WB9DH0PN313284	2023 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2023	PWV5149	OH	COMPANY
60319	4V4WB9DH7KN196425	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5529	OH	COMPANY
60320	4V4WB9DH7LN259864	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5152	OH	COMPANY
60420	4V4WB9DH5LN259863	2020 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2020	PWV5773	OH	COMPANY
60519	4V4WB9EH6KN214864	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5236	OH	COMPANY
60619	4V4WB9EH6KN907806	2019 VOLVO VNR DAYCAB	TRACTOR	VLVNA	VNR	2019	PWV5238	OH	COMPANY
9917646	3ALXFCGXFDGC1637		TRACTOR	FRGHT	NEED MODEL	2015	PWF3873	OH	O/O

9922138	4V4NC9EH9BN528789			VLVNA	VNL	2011	AT555Y	NJ	O/O
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EXHIBIT C ESCROW FUND AGREEMENT

General Escrow Fund:

Independent Contractor shall be required to deposit and maintain with the Company, an escrow sum of \$3,000.00 (the "General Escrow Fund"). The General Escrow Fund shall be initially established by withholding \$75.00 per week from the Independent Contractor's settlements until the General Escrow Fund sum totals \$3,000.00. The General Escrow Fund may be applied on payment to Company for damages or monies owed to Company, including but not limited to outstanding advances, fuel, licensing or permitting charges, relative taxes, damages to Company's equipment, or any other items paid for by the Company deemed to be the responsibility of the Independent Contractor in accordance with the Independent Contractor Service Contract and Equipment Lease.

The Company shall account to the Independent Contractor for all transactions involving the said General Escrow Fund and an itemization of any deductions will be provided at the time of the transaction. The Company shall make all proper deductions from said escrow funds, make a final accounting to the Independent Contractor of all final deductions from said escrow funds, and return the balance, if any, of said escrow funds to the Independent Contractor within forty-five (45) days of the termination of this Agreement. Amounts of the General Escrow Fund shall not be recouped by the Independent Contractor until after termination of this Agreement and only to the extent that a balance remains after all amounts owed by the Independent Contractor to the Company have been paid in full.

Optional Maintenance Escrow Fund:

☐ Is Applicable

☒ Is Not Applicable

Independent Contractors are provided with the option to, but are not required to, deposit and maintain with the Company an escrow sum of the Total Amount (set forth below, if applicable) (the "Maintenance Escrow Fund"). The Maintenance Escrow Fund shall be initially established by withholding a Weekly Amount (set forth below, if applicable) per week from the Independent Contractor's settlements until the Maintenance Escrow Fund sum totals the Total Amount. The Maintenance Escrow Fund may be applied on payment to Company for any repairs, parts, and/or inspection to the vehicle.

The Company shall account to the Independent Contractor for all transactions involving the said Maintenance Escrow Fund and an itemization of any deductions will be provided at the time of the transaction. The Company shall make all proper deductions from said escrow funds, make a final accounting to the Independent Contractor of all final deductions from said escrow funds, and return the balance, if any, of said escrow funds to the Independent Contractor within forty-five (45) days of the termination of this Agreement or, if earlier, upon twenty-one (21) days of written request by the Independent Contractor. Amounts of the Maintenance Escrow Fund shall not be payable to the Independent Contractor until after to the extent that a balance remains after all amounts owed by the Independent Contractor to the Company have been paid in full.

Check One (to be completed by Independent Contractor):

☐ Independent Contractor accepts the option to create a Maintenance Escrow Fund, with a Total Amount of \$ 0 and Weekly Amount of \$ 0.

☒ Independent Contractor declines the option to create a Maintenance Escrow Fund.

Summary of Escrow Fund Total Amounts and Withholdings:

Escrow Fund	Total	Per Week Withholding
General Escrow Fund	\$3,000.00	\$75.00
Optional Maintenance Escrow Fund	\$ <u>0</u>	\$ <u>0</u>

I would like to stop weekly deductions for the maintenance escrow. Driver # [REDACTED]
Unit # 9917646.
Thank You

This Agreement was executed this 4th day of July, 2024

COMPANY:

INDEPENDENT CONTRACTOR.

E

By:

V

Witness

CERTIFICATE OF EQUIPMENT LEASE

This is to certify that the following described equipment is being leased to _____
with a principal place of business located _____
_____ Delaware corporation _____

LEASED EQUIPMENT

Unit #: 9917646

Year and Make: 2015 Freightliner

Serial #: 3ALXFBCGXFDGC1637

This Certificate of Equipment Lease certifies that an Independent Contractor Service Contract Agreement dated this 10th
day of July, 2017 is on file at both offices indicated above.

This Certificate shall be considered as valid in force and effect so long as it is in the possession of said owner, his agent, servant
or employee unless notice of cancellation has been issued as indicated in the Agreement.

The commodities to be transported are restricted to those commodities _____
authorized to transport under its certificate authority received from the _____
having jurisdiction, and any and all commodities the transportation of which requires such certificate authority.

COMPANY:

INDEPENDENT CONTRACTOR:

CANCELLATION OF EQUIPMENT

Execution below acknowledges receipt of leased equipment specified above and hereby terminates this Certificate of
Equipment Lease.

Equipment received and lease terminated this _____ day of _____, _____.

INDEPENDENT CONTRACTOR:

By _____

Witness _____

COMPANY:

By _____

Witness: _____

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Agreement by and between [REDACTED]
"Company" with a principal place of business at [REDACTED]

WHEREAS, the Company is a motor carrier engaged in transporting bulk commodities, and from time-to-time, contracts to lease equipment required in the performance of its business;

WHEREAS, the Company wishes to enter into an independent contractor relationship with [REDACTED] on the condition that [REDACTED] is a duly formed business entity operating its own workforce;

WHEREAS, neither [REDACTED] nor any of its operators, drivers or employees shall be considered employees of the Company for any purpose;

WHEREAS, for all purposes of the relationship between the Company and [REDACTED] is an independent contractor of the Company, hereafter referred to as the Independent Contractor;

WHEREAS, the Independent Contractor represents and warrants that it is the owner of certain equipment, that such equipment is in good condition and repair, that Independent Contractor desires to enter into the Agreement to lease such equipment to the Company, and that it has full power, authority and legal right to enter into this Agreement,;

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter made by the parties to each other, it is agreed as follows:

1. Independent Contractor hereby leases or subleases, hires and rents to the Company, and the Company hereby leases or subleases, hires and rents from the Independent Contractor, each of the vehicles specified in Exhibit A (the "Leased Equipment") of this Agreement. This Agreement commences on the date hereof executed and shall commence for a term of one year and automatically renewed unless sooner terminated as hereinafter provided.

2. During the Agreement period, the Leased Equipment shall be utilized solely to transport such freight as the Company may request or designate, between such various points or places or for such series of trips as the Company may request or designate, subject to Independent Contractor's ability to haul other freight for other companies using non-Leased Equipment. The Independent Contractor controls the methods and means of transporting freight for the Company subject to applicable federal, state, and local regulations. The Independent Contractor agrees to furnish this Agreement to such operators, drivers, and helpers as may be reasonably necessary to operate the Leased Equipment. Such operators, drivers, and helpers shall fully comply with all legal requirements and such reasonable additional requirements as the Company may prescribe. Such operators, drivers, and helpers shall at all times be the employees of the Independent Contractor, and are not and shall not be deemed to be employees of the Company.

3. (a) The Independent Contractor shall operate and maintain the Leased Equipment in good and safe condition. The Independent Contractor shall pay or reimburse all costs of operation of the Leased Equipment including but not limited to, costs of maintenance, repairs, fuel, lubricants, tires, batteries, spare and replacement parts, and all similar items; all costs of insurance as required under Paragraph 6 hereof; wages or other remuneration of the operators, drivers and helpers, and all workers' compensation, unemployment insurance, social security or other similar taxes, insurance or benefits payable to or the benefit of such operators, drivers and helpers; empty mileage; costs of detention and loading/unloading accessorial services; permits of all types, base plates (IRP) and licenses, license registration fees, tolls, ferries, decals, use permits, axle charges, weight charges, duties, gasoline or other types of fuel taxes and tariffs and fees or actions required of or on the Leased Equipment or on the use or operation thereof; and fines and penalties arising out of the use or operation of the Leased Equipment. In discharging its obligations as aforesaid, Independent Contractor shall withhold from all operators, drivers and helpers all payroll taxes or other deductions required to be withheld by any applicable law or regulation, and shall be solely responsible for all such withholding and proper remittance thereof to the appropriate governmental authority in accordance with applicable law and regulations. The Independent Contractor shall prepare and file, at the sole cost and expense of the Independent Contractor, any and all reports required in connection with any of the matters described in this Paragraph 3.

(b) In the event any such charges or taxes are paid by the Company, or if the Company is required to collect or pay any such charges or taxes, the Independent Contractor shall reimburse the Company therefore (plus any penalties, fines or interest thereon) promptly upon demand or amounts shall be deducted from any payment made in accordance with this Independent Contractor Service Contract. The Company shall provide the Independent Contractor with an itemized statement of any deduction. The Independent Contractor will prepare and file all personal property, use and other tax returns covering the Leased Equipment and will pay the personal property, use, and other taxes levied or assessed thereon directly to the levying authority. All of the obligations of the Independent Contractor under this Paragraph 3 with respect to any charges and taxes (together with any accrued prior to the expiration or other termination of this Agreement or the term) shall continue in full force and effect notwithstanding such expiration or other termination and are expressly made for the benefit of, and shall be enforced by the Company.

(c) The Independent Contractor agrees to pay promptly when due, reimburse and otherwise indemnify, hold harmless, protect and defend the Company of and from all sales, use, personal property, stamp and other taxes whatsoever (together with any tolls, tickets, penalties, fines or interest thereon) whether assessed, levied or imposed by any governmental or taxing authority against or upon the Company or otherwise, with respect to the Leased Equipment or any part thereof or the purchase, acquisition, ownership, delivery, leasing, possession, use, operation, control, return or other disposition thereof, or the rents, receipts or earnings arising there from, or with respect to this Agreement, excluding, however, any federal, state, or local taxes levied on the Company's net income, as net income is presently determined by the Internal Revenue Code. In the event any of the foregoing charges or taxes are paid by the Company, or if the Company is required to collect or pay any such charges or taxes, the Independent Contractor shall reimburse the Company therefore (plus any further or derivative penalties, fines or interest thereon) promptly upon demand. The Independent Contractor will prepare and file all personal property, use and other tax returns covering the Leased Equipment and will pay the personal property, use and other obligations of the Independent Contractor under this Paragraph 3 with respect to any charges and taxes (together with any penalties, fines or interest thereon) assessed, levied, imposed or effect notwithstanding such expiration or other termination and are expressly made for the benefit of, and shall be enforceable by the Company.

4. The Independent Contractor has not been, and shall not be, obligated to purchase or rent from the Company any products, equipment or services. In the event the Company has been authorized to make deductions from compensation due to the Independent Contractor with respect to equipment purchase or rental payments, there shall be noted on an Appendix and attached hereto, the amount of any such payment to be so deducted from the Independent Contractor's compensation. An itemized statement of any deduction(s) will be provided to the Independent Contractor at the time of the deduction.

5. The Independent Contractor agrees to assume full responsibility for, and shall hold harmless and fully indemnify and defend the Company against, any and all liability, demands, damages, losses, claims, suits, costs and expenses, including reasonable attorney fees for which the Company might become liable by reason of, resulting from or arising out of any acts or omissions of Independent Contractor or its operators, drivers or employees within the scope of this Agreement, or breach or default of any term or condition of this Agreement, or any lawsuits, demands, or claims by any of Independent Contractor's employees or agents against the Company, as well as any of the following, and shall provide the Company evidence of insurance coverage in an amount of not less than \$500,000.00 combined single limit to cover the liability and other obligations which the Independent Contractor has assumed under this Agreement:

(a) unauthorized operation of the Leased Equipment, including but not limited to bobtail or empty operations on private business;

(b) any loss or damage to the Leased Equipment being operated by the Independent Contractor or any employee, including any operator, driver, or helper of the Independent Contractor;

(c) loss, injury or damage to or by the public (including personal or property loss, injury, or damage) up to \$2,500 caused to or by the Leased Equipment whether or not being operated in the service of the Company;

(d) loss, injury or damage to the Independent Contractor, or any of its employees, including any operators, drivers, or helpers, or to the Leased Equipment, whether any such injury or damage occurs while the Leased Equipment is being operated in the service of the Company or otherwise;

(e) any damage to or loss of cargo and any relative spill clean-up up to \$3,000.00 caused by the fault or neglect of the Independent Contractor or any of its employees, operators, drivers or helpers; or

(f) any demand, claim, or lawsuit brought by an Independent Contractor or any of its operators, drivers or employees, or by any governmental agency, alleging or asserting that any of Independent Contractor's employees or agents are in a relationship other than independent contractor status with the Company, including but not limited to any allegation that an employment relationship exists.

6. In the event the Independent Contractor voluntarily chooses to purchase insurance coverage from or through an Agent sourced by the Company, the Agent shall provide the Independent Contractor with a Certificate of Insurance therefore (each such certificate to include the name of the issuer, the policy number, the amounts and types of coverage, the costs to the Independent Contractor for each type of coverage, the costs to the Independent Contractor for each type of coverage and the deductible amount for each type of coverage for with the Independent Contractor may be liable). Upon request, the Company will provide a copy of each such policy of insurance to the Independent Contractor. If the Independent Contractor elects physical damage and bobtail insurance coverage, respectively, for the Independent Contractor, from an Agent designated by the Company, the Company shall charge the Independent Contractor the established amount. The amounts charged back shall be deducted from the Independent Contractor's settlements or compensation.

7. The Company is obligated to maintain insurance coverage for the protection of the public pursuant to the applicable regulations of the Department of Transportation. The Company agrees to assume full responsibility for, and indemnify the Independent Contractor against any and all damages for which the Independent Contractor may become liable by reason of, resulting from or arising out of any of the following:

- (a) injury to the public caused by the Leased Equipment while being operated in the service of the Company;
- (b) damage to or loss of cargo carried in the Leased Equipment while operated in the service of the Company resulting from any cause other than fault or neglect of the Independent Contractor, its operators, drivers or helpers; and
- (c) compliance by the Company with the rules of all regulatory authorities having jurisdiction over the parties with respect to this Agreement; provided, however, nothing contained in this Paragraph 7 shall require or be deemed to require the Company to assume responsibility for, or indemnify the Independent Contractor against (1) any damages for which the Independent Contractor may become liable by reason of, resulting from or arising out of any act or omission to act of the Independent Contractor, its operators, drivers, or helpers, or (2) any demand, claim, or lawsuit brought by an Independent Contractor or any of its operators, drivers or employees, or by any governmental agency, alleging or asserting that any of Independent Contractor's employees or agents are in a relationship other than independent contractor status with the Company, including but not limited to any allegation that an employment relationship exists.

8. The Company agrees to retain exclusive possession, control and use of the Leased Equipment and to assume complete responsibility for operations of the Leased Equipment for the term of this Agreement, within the meaning of, and only for the purposes of compliance with applicable rules of the Interstate Commerce Commission.

9. With respect to the Leased Equipment, nothing contained in this Agreement shall be construed as conveying to the Company any right, title or interest in or to the Leased Equipment except the express interest granted to the Company as a lessee. At the expiration of the term, the Company shall return the Leased Equipment, at the sole cost and expense of the Independent Contractor, to the Independent Contractor at its address as set forth in this Agreement or at such other reasonable place as the Independent Contractor shall designate in writing to the Company.

10. The Company may lease or sublease all or any part of the Leased Equipment to others, upon written notice to the Independent Contractor, when permitted by applicable laws and regulations, and in connection therewith the services provided or requested of the Company.

11. The Company will exercise all reasonable efforts to make sufficient freight available for transportation by Independent Contractor so that Independent Contractor shall be able to keep Leased Equipment in reasonably regular use during the term of this Agreement, provided, however, these provisions shall not be construed as any undertaking by the Company to provide any specific number of trips, or loads or pounds of freight for transport, or any specific hours of operation of the Leased Equipment, to or for the Independent Contractor during the term.

12. Independent Contractor will make a reasonable effort and exercise good faith to accept loads from the Company when offered. In its discretion, the Independent Contractor may from time to time decline or turn down a load or loads for transport when offered by the Company.

13. The Independent Contractor agrees to receive payment in full for the sublease or lease of the Leased Equipment to the Company and the rendering of all services and assumptions of all obligations to be provided or assumed by Independent Contractor, as the case may be, pursuant to this Agreement, including, without limitation the services of all operators, drivers, and helpers in accordance with Exhibit A and the following:

(a) payments by the Company to the Independent Contractor shall be made within fifteen (15) days after submission to the Company of the following documents in such form and content as reasonably required by the company:

- (i) bill of lading and/or shipping orders;
- (ii) proof of delivery;
- (iii) original current copies of the driver's daily log;
- (iv) detention slips, for both the pick up and delivery of the freight, daily Vehicle Inspection Reports;
- (v) pay manifests or trip record;
- (vi) all necessary compliance documents required for another carrier as a result of the interchange of Leased Equipment and/or trip leasing;
- (vii) toll tickets, fuel tickets and/or receipts; and/or;
- (viii) documents required by governmental agencies which are not otherwise noted herein; and

(b) if applicable, with respect to an Independent Contractor whose compensation or revenue is based on a percentage of the line haul revenue for a shipment, the Company shall provide documentation as required by law to the Independent Contractor, not later than the time of settlement. In addition, the Company shall permit the Independent Contractor regardless of method of compensation, to examine (during normal business hours) copies of the Company's tariff with respect to each such shipment.

14. Independent Contractor shall be responsible for and control the details of complete transportation, loading or unloading of all loads accepted, including timely pickup, securing protection of cargo from weather, safe conduct, and timely delivery.

15. Subject to the obligations set forth in Paragraph 5 of this Agreement, the Independent Contractor and Company agree that in those events in which Company's trailer and/or equipment is lost or damaged while under the control of the Independent Contractor, the Independent Contractor's liability shall be limited to \$3,000.00 per occurrence for said loss or damage to the Company's trailer and/or equipment.

16. Anything contained in Paragraph 1 of this Agreement to the contrary notwithstanding the Independent Contractor and the Company specifically understand and agree that:

(a) either party may terminate this Agreement immediately by giving written notice to the other of such termination if the other party becomes insolvent, or if proceedings in bankruptcy, for an arrangement, or for the appointment of a receiver are filed by or against the other party.

(b) the Company may terminate this Agreement immediately by giving written notice of any assignment or attempted assignment of this Agreement or any right or obligation hereunder is made by the Independent Contractor without the prior written approval of the Company, or if in the event that [REDACTED] all die, become disabled, retire from, or otherwise cease to be the Independent Contractor, as the case may be.

(c) either party hereto may terminate this Agreement immediately by giving written notice if, following fifteen (15) days prior written notice of the breach of any of the covenants or agreements herein contained, the other party shall fail to cure such breach.

(d) either party may at its option terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party pursuant to Paragraph 17.

17. Neither the Company nor the Independent Contractor shall, by reason of the termination of this Agreement, be liable to the other for damages on account of the loss of prospective profits with respect to utilization of the Leased Equipment from and after the date of termination.

18. It is agreed by both parties that the safety and security of the driver, public, vehicle, trailer, and cargo is of utmost importance. Company has implemented a program to install security switches in all power units (owned and leased). Independent Contractor agrees to adhere to all regulatory requirements regarding safety and/or security. Independent Contractor further agrees that in addition to any additional security device(s) provided by the Independent Contractor for Equipment, Company agrees to provide and install and the Independent Contractor agrees to allow the installation of a security switch designated by Company in the leased Equipment, as well as an onboard computer, which shall be addressed in a separate addendum and is incorporated herein by reference. Both parties agree providing or installing the security switch and/or onboard computer in no way transfers any obligation or responsibility as outlined for either party throughout this Agreement.

19. At all times, both during the independent contractor relationship and after, the Independent Contractor agrees to keep and hold in strict confidence and trust, any and all information of a confidential or secret nature that may be disclosed to the Independent Contractor by the Company or a third party that relates to the business of the Company or to the business of any other party with whom the Company agrees to hold information of such party in confidence ("Confidential Information"). The Independent Contractor will not use or disclose any Confidential Information without the prior written consent of the Company during or after the term of this Agreement. By way of illustration but not limitation, Confidential Information includes non-public information regarding routes, prices, costs, customer lists and data (including plans, needs, and preferences), and supplier lists and data.

20. Upon termination of this Agreement, or at any time upon request of the Company, the Independent Contractor agrees to promptly deliver to the Company all property, documents and records, regardless of form, which are in Independent Contractor's possession or under Independent Contractor's control which pertain to the Company or the services Independent Contractor provides on behalf of the Company herein. Independent Contractor agrees not to retain or to deliver to any third party copies of any such documents or records, regardless of form, or to use or disclose such information.

21. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given forty-eight (48) hours after it has been deposited in the United States Mail, registered or certified, proper postage prepaid, addressed to the party for whom it is intended at the following address:

(a) Company:


(b) Independent Contractor:


23. The failure of either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every provision contained herein.

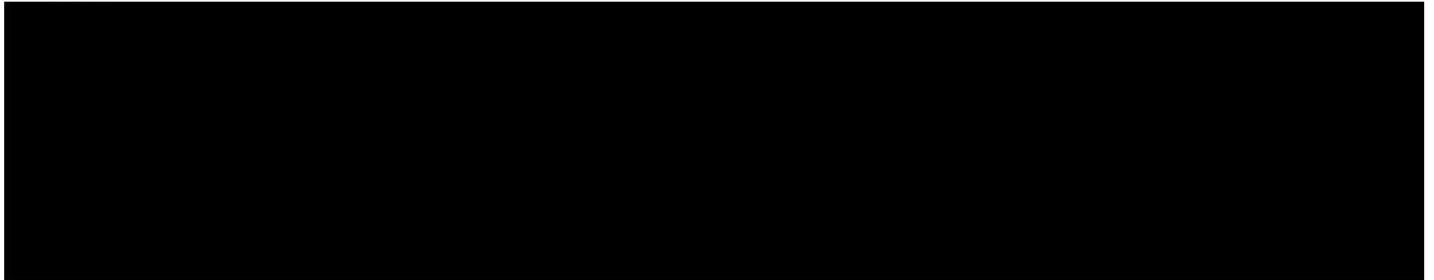
24. In the event of a dispute between the Independent Contractor and the Company relating to or arising from this Agreement, including any dispute regarding the enforceability, interpretation, construction or breach of this Agreement, the parties agree that all such disputes will be resolved exclusively by the American Arbitration Association (AAA) and any procedures required by law. This means that both parties give up the right to have any dispute decided in court by a jury; instead, a neutral arbitrator whose decision is final and binding will resolve it, subject to judicial review as provided by law. Any claims, which by law may not be submitted to arbitration, are not covered by this Agreement. Any claims to be arbitrated shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding; the arbitrator shall not preside over any form of class or representative proceeding, unless applicable law requires otherwise. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its body of conflicts of laws. Any dispute hereunder shall be heard in Stark County, Ohio. Independent Contractor consents to personal jurisdiction in Ohio for purposes of this Agreement and waives any objection that it may have to such location and forum.

25. If any term, clause or provision contained in this Agreement is found to be unenforceable by a neutral arbitrator, the parties agree that the unenforceable provision will be severed from the Agreement, and that the remainder of the Agreement shall continue in full force and effect and shall be interpreted by the arbitrator so as to reasonably effect the intent of the parties.

26. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof. This Agreement shall not be modified or amended except in writing by the mutual agreement of the parties.

27. The Independent Contractor hereby acknowledges receipt of a copy of this Agreement at the time of the execution and delivery hereof.

This Agreement executed this 10th day of July, 2019



ADDENDUM A-1P
Effective 01/05/12

This is an ADDENDUM to the AGREEMENT between Transport Service Co., hereinafter the CARRIER, and [REDACTED]
[REDACTED] hereinafter the CONTRACTOR; such AGREEMENT dated 7-1 [REDACTED]

TRACTOR NO.(s) 9917646

1. As CONTRACTOR'S full and complete consideration for the provision of equipment and driver, pursuant to the terms and conditions herein set forth, CARRIER will pay compensation to CONTRACTOR in accordance with the provisions of this ADDENDUM. Compensation shall be due and payable to CONTRACTOR within 15 days after completed shipper's bill of lading, Transport Service LLC dba Transport Service's delivery ticket, scale tickets, fuel receipts driver logs, and other documentation required by CARRIER to issue correct invoices for services performed are received in CARRIER's home office in North Canton, OH. Within that 15-day period, an accounting will be made between the parties, and a statement will be prepared and issued to CONTRACTOR from CARRIER reflecting the allocations being made.
2. The CARRIER shall have a period of up to sixty (60) days after termination of this AGREEMENT to verify the account of CONTRACTOR as to considerations earned and obligations due, before making a final accounting and settlement with CONTRACTOR.
3. Compensation for any service performed not included in this principal ADDENDUM A will be executed between CARRIER and CONTRACTOR in "appendix(s)" attached to ADDENDUM A.
4. Compensation will include the applicable free time offered the particular customer to load and unload, safe transport and proper handling of all paperwork in accordance with [REDACTED] guidelines.

[REDACTED]

Assessorial Services-Compensation Schedule:

FUEL SURCHARGES AND RATE PARITY ADJUSTMENT: **CONTRACTOR** will receive 100% of designated and billed fuel surcharges shown on the Customer's invoice. In addition, where the Customer has requested that any portion of estimated fuel surcharges be rolled into the customer's freight rate,

C [REDACTED]
C [REDACTED]

[REDACTED] appear as a separate line item on

[REDACTED]

of

CONTRACTOR or a
within 50 miles of
ed from

ce
d basis due to the

o
lized to offset such

INDEPENDENT CONTRACTOR SERVICE CONTRACT

referred to as "Independent Contractor."

WHEREAS, Company is a motor carrier engaged in transporting bulk commodities, and engages owner-operators of one or more pieces of trucking equipment to provide transportation services in connection with the performance of its business;

WHEREAS, Independent Contractor is the owner-operator of one or more pieces of trucking equipment suitable for use in such transportation services and desires to make this equipment available for lease, together with a qualified operator for each piece of equipment, to Company;

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter made by the parties to each other, it is agreed as follows:

1. Equipment and Operations.

1.1 **Equipment.** In conjunction with providing transportation services as herein provided, Independent Contractor agrees to lease the vehicular equipment specified in Exhibit A (the "Equipment") of this Agreement to Company. Independent Contractor certifies that the Equipment meets the requirements of all applicable federal, state and municipal laws and regulations, and, subject to the determination of Company of its suitability for the service called for in this Agreement, the selection and replacement of the Equipment is within the discretion of Independent Contractor. Independent Contractor shall prepare and file, at Independent Contractor's expense, any and all reports required by applicable law in connection with the Equipment.

1.2 **Equipment Maintenance.** Independent Contractor agrees, at Independent Contractor's expense, to operate and maintain the Equipment in accordance with the safety and equipment standards specified in applicable federal, state and municipal laws and any rules, regulations and orders of any applicable agency. Independent Contractor agrees to provide Company with proof of timely maintenance and inspection of the Equipment (1) prior to placing the Equipment in the service of the Company and (2) on an ongoing basis in accordance with the periodic mandatory vehicle maintenance and inspection regulations administered or required by any federal, state or municipal agency with jurisdiction over the operations described in this Agreement. In the event the Equipment is found to be deficient under any law or regulation, Independent Contractor agrees to remove the Equipment from service with Company until it is brought into compliance. During such interim period, Independent Contractor shall, at Independent Contractor's expense, provide alternative equipment suitable for use in carrying out Independent Contractor's obligations under this Agreement.

1.3 **Operating Expenses.** Independent Contractor agrees to bear all costs and expenses incidental to operation of the Equipment, whether empty or loaded, included, without limitation, all maintenance (including cleaning and washing), fuel, oil, tires, repairs, business taxes, consumption and sales taxes, personal property taxes, ad valorem taxes, fuel and road-use taxes, ton-mile taxes, insurance coverage as provided herein, workers compensation assessments, licenses, vehicle registration renewal fees, base plates, and all highway, bridge and ferry tolls. To facilitate payment of licenses, taxes and fees, where mutually convenient or otherwise required by statute or regulation, Independent Contractor hereby authorizes Company to pay these charges on Independent Contractor's behalf and to charge Independent Contractor for any such payments, together with any direct expenses incurred by Company in connection with its payment. Independent Contractor agrees that unless strictly prohibited by law, any licenses, permits, assessments, taxes, and amounts for third party services paid by Company on behalf of Independent Contractor pursuant to this paragraph may be charged back against and deducted from any compensation owed Independent Contractor by Company. To the extent that Independent Contractor voluntarily chooses to purchase insurance coverage or other third party services from or through an Agent or entity referred by the Company, Independent Contractor likewise authorizes Company to pay such amounts on Independent Contractor's behalf and deduct those sums from any compensation owed Independent Contractor by Company.

1.4 **Operation of Equipment.** Independent Contractor agrees to direct the operation of the Equipment and to determine the methods, manner and means of performing the obligations specified in this Agreement. Company shall be considered to have such exclusive possession, use and control of the Equipment required by D.O.T. regulation at 49 CFR Part 376.12(c), or other applicable regulations, but shall have no right or authority, without the express permission of Independent Contractor, to operate the Equipment for any purpose (except for incidental yard movement and positioning) unless the Equipment is driven either by Independent Contractor or by an operator engaged by Independent Contractor. While the Equipment is in the service of Company, it shall be used by Independent Contractor exclusively for the carriage of the good of Company, and for no other purpose. When, and only when, Equipment is being operated in the service of the Company, the Independent Contractor must display a Company-provided placard on the Equipment, with the Independent Contractor bearing the costs and responsibility of timely installation and removal of the placard. Upon removal of the placard, Independent Contractor shall return it to the Company. When Equipment is being operated in the service of the Company, and Independent Contractor's name or entity name is displayed on the Equipment, it must be preceded by "Operated By," with Independent Contractor bearing the associated costs of installation and removal.

1.5 **Agreed Standards of Service.** Company has represented to its customers that it will provide a high standard of service. Independent Contractor acknowledges the benefits to his/her business of participation in Company's transportation services system, and agrees to conduct activities under the terms of this Agreement to achieve the results represented to Company's customers. To achieve these business objectives, Independent Contractor agrees to:

- (a) Assume responsibility for complete transportation, loading or unloading of all loads accepted, including timely pickup, securing protection of cargo from weather, safe conduct, and timely delivery, and meeting customer requirements, which may include in certain circumstances adherence to certain routes, journey plans, and driving schedules;
- (b) Conform to all applicable federal, state and local laws, regulations and ordinances;
- (c) Cause the Equipment to be operated in compliance with all applicable laws and regulations and safely, and the parties agree that safe operation of vehicles requires, among other things, observing the maximum speed limit as set forth in Exhibit E; and
- (d) Conduct all business activities with integrity and honesty, in a professional manner, and with proper decorum at all times.

1.6 **Discretion of Independent Contractor to Determine Method and Means of Meeting Business Objectives.** It is specifically understood and agreed by both parties that Independent Contractor shall be responsible for exercising independent discretion and judgment to fulfill Company's transportation needs and meet the Agreed Standards of Service as set forth in section 1.5, and no officer, agent or employee of Company shall have the authority to direct Independent Contractor as to the manner or means employed to achieve such objectives and results. For example, no officer, agent or employee of Company shall have the authority to prescribe hours of work, whether or when the Independent Contractor is to take breaks, what route the Independent Contractor is to follow, or other details of performance, except as otherwise required to meet customer requirements and/or the Agreed Standards of Service.

2. Insurance and Indemnities.

2.1 **Independent Contractor Indemnification.** During the term of this Agreement and thereafter, Independent Contractor agrees to retain and maintain insurance coverage as set forth in Exhibit D and indemnify and hold harmless Company against any and all damages, losses, claims and expenses, including reasonable attorney fees, resulting from or arising out of any of the following:

- (a) Any depreciation, loss or damage that may occur to the Equipment by collision, fire, theft or similar occurrence, excepting such loss or damage as may be caused by Company, its agents, servants and employees;
- (b) Any loss or damage to the Equipment being operated by Independent Contractor or any employee, including any operator, driver or helper of Independent Contractor;

- (c) Any injury or damage to or by the public caused to or by the Equipment while not being operated in the service of Company;
- (d) Any injury or damage to Independent Contractor, or any of its employees, including any operators, drivers or helpers, or to the Equipment, whether any such injury or damage occurs while the Equipment is being operated in the service of Company or otherwise;
- (e) Any of the following caused by the fault or negligence of Independent Contractor or any of its employees, operators, drivers or helpers: (1) damage to or loss (with or without intent) of cargo and any relative spill clean-up, subject to a per incident maximum collective amount of \$2,500.00 and (2) damage to the property of the Company (including damage to a Company-owned trailer) and payments by the Company to any third parties for damage or loss to any third parties, subject to a per incident maximum collective amount of \$2,500.00; for a combined (1) and (2) per incident maximum collective amount of \$5,000.00 under this subsection 2.1(e).

Independent Contractor agrees that unless strictly prohibited by law, any and all damages, losses, claims, and expenses, including reasonable attorney fees, incurred or paid by Company pursuant to the provisions of this paragraph, subject to the maximum amount set forth above, may be charged back against and deducted from any compensation that is otherwise owed to Independent Contractor by Company.

2.2 Company Indemnification. Company agrees to self-retain and maintain insurance coverage for public liability, and cargo loss and damage risks in amounts sufficient to meet its legal obligations under applicable laws and regulations and subject to any exceptions described in this Section 2, the Company agrees to assume full responsibility for, and indemnify the Independent Contractor against any and all damages for which the Independent Contractor may become liable by reason of, resulting from or arising out of any of the following:

- (a) injury to the public caused by the Equipment while being operated in the service of the Company;
- (b) damage to or loss of cargo carried by the Equipment while operated in the service of the Company resulting from any cause other than fault or neglect of the Independent Contractor, its operators, drivers or helpers; and
- (c) compliance by the Company with the rules of all regulatory authorities having jurisdiction over the parties with respect to this Agreement; provided, however, nothing contained in this Section 2 shall require or be deemed to require the Company to assume responsibility for, or indemnify the Independent Contractor against, any damages for which the Independent Contractor may become liable by reason of, resulting from or arising out of any act or omission to act of the Independent Contractor, its operators, drivers, or helpers.

3. Payment Terms and Conditions.

3.1 Payment in Full. Independent Contractor agrees that payments made in accordance with Exhibit B of this Agreement shall constitute payment in full for the rendering of all services and the lease of Equipment provided under this Agreement, including, without limitation, those services provided by Independent Contractors operators, drivers and helpers.

3.2 Conditions for Payment. Company shall make payments to Independent Contractor within fifteen (15) days after and conditioned upon submission to the Company of the following documents in such form and content as reasonably required by Company: bill of lading and/or shipping orders; proof of delivery; original current copies of driver's daily log; detention slips, for both the pick-up and delivery of freight; daily Vehicle Inspection Reports; pay manifests; trip records; all necessary compliance documents; and toll and fuel receipts.

4. Term of Agreement.

4.1 **Initial Term.** This Agreement shall commence on the date it is signed and shall commence for a term of one (1) year.

4.2 **Renewal Terms.** This Agreement shall automatically renew for successive terms of six (6) months each after expiration of the initial term unless Independent Contractor or Company provides the other party notice of non-renewal in writing at least thirty (30) days prior to the expiration of the initial term or any renewal term.

4.3 **Termination.** Upon written notice, this Agreement may be terminated as set forth below, during the initial term or during any renewal term hereof as follows:

- (a) At any time, by mutual agreement of Independent Contractor and Company;
- (b) By Company, in the event that injury, damage or loss occurs to the public or cargo due to the fault or neglect of the Independent Contractor, its operators, drivers or helpers;
- (c) By the Company, for any reason, upon twenty one (21) days written notice;
- (d) By either party upon providing written notice of a breach of this Agreement and the failure of the other party to cure such breach within fifteen (15) days;
- (e) By either party in the event the other party becomes insolvent, or if proceedings in bankruptcy, for an arrangement, or for the appointment of a receiver are filed by or against the other party;
- (f) By Company in the event that an assignment or attempted assignment of this Agreement or any right or obligation hereunder is made by Independent Contractor without the prior written approval of Company, or if in the event that Hector L. Rosado shall die, become disabled, retire from, or otherwise cease to be Independent Contractor or chief operating officer of Independent Contractor, as the case may be.

4.4 **No Liability.** Neither party shall, by reason of the termination of this Agreement, be liable to the other for damages on account of the loss of prospective profits.

5. Safety and Security.

5.1 **Security Switches and On Board Computers.** It is agreed by both parties that the safety and security of the driver, vehicle, trailer, and cargo is of utmost importance. Company has implemented a program to install security switches and on board computers (OBCs) in certain units involved in the transportation of Company cargo. Independent Contractor agrees to adhere to any and all regulatory requirements and policies, programs, and procedures of Company regarding safety and/or security. Independent Contractor further agrees that in addition to any additional security device(s) and/or OBCs provided by Independent Contractor for Equipment, Company agrees to provide and install and the Independent Contractor agrees to allow the installation of a security switch and OBC (if not pre-installed) designated by Company in the Equipment. Independent Contractor agrees that Independent Contractor is responsible for the cost of installation of the security switch and OBC, for maintaining the security switch and OBC in good working order, and paying all expenses incurred in maintaining the security switch and OBC (including, in the event the Independent Contractor voluntarily opts to rent the designated OBC from the Company, a rental fee owed to the Company). Both parties agree providing or installing the security switch and OBC in no way transfers any obligation or responsibility as outlined for either party throughout this Agreement. Nothing in this subsection or Agreement requires Independent Contractor to purchase or rent any products, equipment, or services from the Company as a condition of entering into this Agreement.

6. Notice, Waiver, Severability and Complete Agreement.

6.1 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given forty-eight (48) hours after it has been deposited in the United States Mail, registered or certified, proper postage prepaid, addressed to the party for whom it is intended at the following address:

(a) Company

KAG SPECIALTY PRODUCTS GROUP, LLC DBA TRANSPORT SERVICE
4366 Mt Pleasant St. NW
North Canton, OH 44720



6.2 Waiver. The failure of either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every provision contained herein.

6.3 Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision contained herein.

6.4 Complete Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof. This Agreement shall not be modified or amended except in writing by the mutual agreement of the parties.

7.0 Confidentiality. Independent Contractor understands that during performance of services in connection with this Agreement, Independent Contractor and/or the operators engaged by Independent Contractor may receive confidential information of the Company, including but not limited to contact information, personal data, routes, customer identities, costs and billing methods, financial information, and information regarding the business, operations, processes, procedures, along with technology, software, systems, and other confidential and proprietary information. It is agreed that these items are considered "Confidential Information" belonging to the Company, and such information shall not be disclosed by Independent Contractor or any of its agents for any purpose whatsoever, other than as necessary in the performance of the service obligations in connection with this Agreement.

8.0 Non-Employee Status. The parties agree and understand that this Agreement is not an employment contract and that neither Independent Contractor nor any operator engaged by Independent Contractor in connection with this Agreement will at any time be considered an employee of the Company within the application of any federal, state or local laws or regulations, and that nothing in this Agreement shall confer any right with respect to employment by the Company.

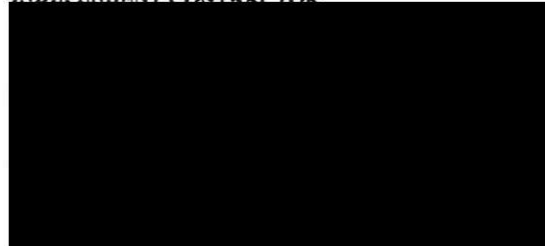
This Agreement was executed this 8 day of MAY, 2024

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: 

Witness: Kim Carn

INDEPENDENT CONTRACTOR:



**EXHIBIT A
CERTIFICATE OF EQUIPMENT LEASE**

This is to certify that the following described equipment is being operated in the service of KAG Specialty Products Group, LLC dba Transport Service, with a principal place of business located at 4366 Mr Pleasant St. N.W., North Canton, OH 44720.

LEASED EQUIPMENT

Unit #: 9922138

Year and Make: 2011 Volvo

Serial #: 4V4NC9EH9BN528789



This Certificate of Equipment Lease certifies that an Independent Contractor Service Contract Agreement dated this 8 day of May, 2024 is on file at both offices indicated above.

This Certificate shall be considered as valid in force and effect, beginning 5/8/24 at 5:48 p.m. (p.m.) and so long as it is in the possession of said owner, his agent, servant or employee unless notice of cancellation has been issued as indicated in the Agreement.

The commodities to be transported are restricted to those commodities **KAG Specialty Products Group, LLC dba Transport Service (MC-112801)** is authorized to transport under its certificate authority received from the FMCSA (USDOT 76483) and state authorities having jurisdiction, and any and all commodities the transportation of which require no such certificate authority.

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: [Signature]

Witness: Kim Carr

INDEPENDENT CONTRACTOR:
HECTOR L ROSADO

By: Hector L Rosado

Witness: Emilyn Rosado

CANCELLATION OF EQUIPMENT

Execution below acknowledges receipt of leased equipment specified above and hereby terminates this Certificate of Equipment Lease.

Equipment received and lease terminated this _____ day of _____ at _____ (p.m. / a.m.).

INDEPENDENT CONTRACTOR:

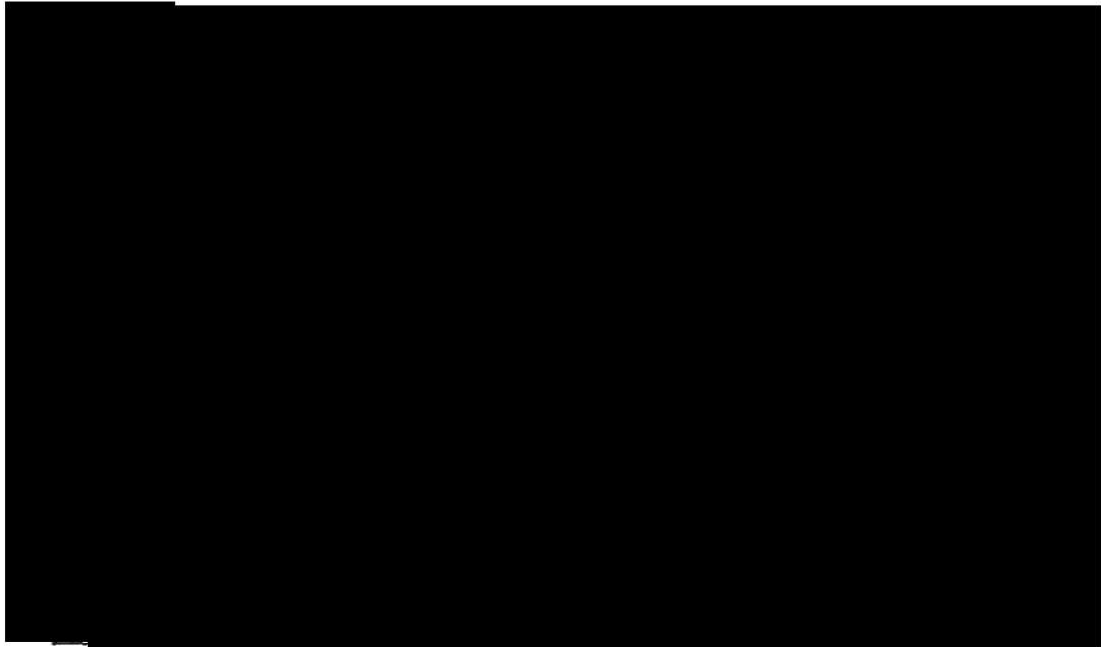
By: _____

Witness: _____

COMPANY:

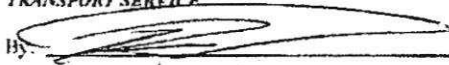
By: _____

Witness: _____



This Agreement was executed this 8 day of May 2024

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: 

Witness: Kim Carr



EXHIBIT C ESCROW FUND AGREEMENT

General Escrow Fund:

Independent Contractor shall be required to deposit and maintain with the Company, an escrow sum of \$2,500.00 (the "General Escrow Fund"). The General Escrow Fund shall be initially established by withholding \$75.00 per week from the Independent Contractor's settlements until the General Escrow Fund sum totals \$2,500.00. The General Escrow Fund may be applied on payment to Company for damages or monies owed to Company, including but not limited to outstanding advances, fuel, licensing or permitting charges, relative taxes, damages to Company's equipment, or any other items paid for by the Company deemed to be the responsibility of the Independent Contractor in accordance with the Independent Contractor Service Contract and Equipment Lease.

The Company shall account to the Independent Contractor for all transactions involving the said General Escrow Fund and an itemization of any deductions will be provided at the time of the transaction. The Company shall make all proper deductions from said escrow funds, make a final accounting to the Independent Contractor of all final deductions from said escrow funds, and return the balance, if any, of said escrow funds to the Independent Contractor within forty-five (45) days of the termination of this Agreement. Amounts of the General Escrow Fund shall not be recouped by the Independent Contractor until after termination of this Agreement and only to the extent that a balance remains after all amounts owed by the Independent Contractor to the Company have been paid in full.

Optional Maintenance Escrow Fund: ☐ Is Applicable ☐ Is Not Applicable

Independent Contractors are provided with the option to, but are not required to, deposit and maintain with the Company an escrow sum of the Total Amount (set forth below, if applicable) (the "Maintenance Escrow Fund"). The Maintenance Escrow Fund shall be initially established by withholding a Weekly Amount (set forth below, if applicable) per week from the Independent Contractor's settlements until the Maintenance Escrow Fund sum totals the Total Amount. The Maintenance Escrow Fund may be applied on payment to Company for any repairs, parts, and/or inspection to the vehicle.

The Company shall account to the Independent Contractor for all transactions involving the said Maintenance Escrow Fund and an itemization of any deductions will be provided at the time of the transaction. The Company shall make all proper deductions from said escrow funds, make a final accounting to the Independent Contractor of all final deductions from said escrow funds, and return the balance, if any, of said escrow funds to the Independent Contractor within forty-five (45) days of the termination of this Agreement or, if earlier, upon twenty-one (21) days of written request by the Independent Contractor. Amounts of the Maintenance Escrow Fund shall not be payable to the Independent Contractor until after to the extent that a balance remains after all amounts owed by the Independent Contractor to the Company have been paid in full.

Check One (to be completed by Independent Contractor):

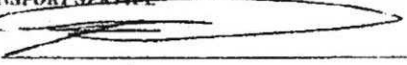
☐ Independent Contractor accepts the option to create a Maintenance Escrow Fund, with a Total Amount of \$_____ and Weekly Amount of \$_____.

☒ Independent Contractor declines the option to create a Maintenance Escrow Fund.

Summary of Escrow Fund Total Amounts and Withholdings:

Escrow Fund	Total	Per Week Withholding
General Escrow Fund	\$2,500.00	\$75.00
Optional Maintenance Escrow Fund	\$	\$

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: 

Witness: Kim Caron

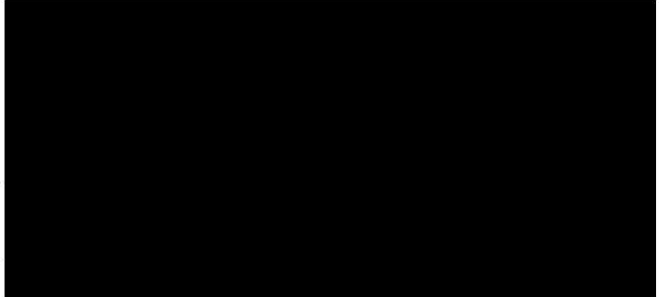


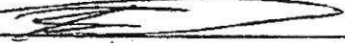
EXHIBIT D
SCHEDULE OF REQUIRED INSURANCE COVERAGE

Independent Contractors are required to retain and maintain the following insurance coverage while providing services to the Company under the Independent Contractor Service Contract:

Coverage Type	Minimum Coverage Amount
Non-Trucking to include to and from endorsement	Not less than \$1,000,000.00 combined single limit.
Workers' Compensation or Occupational Accident	As required by law for injury or damage to Independent Contractor, or any of its employees.

This Agreement was executed this 8 day of May 2024

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: 

Witness: Kim Carr

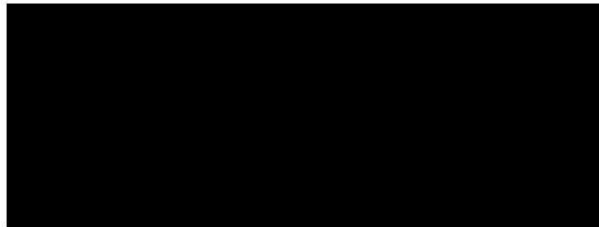


EXHIBIT E
AGREED-UPON SAFETY STANDARDS:
MAXIMUM SPEED LIMITS

Independent Contractor and the Company agree that Agreed Standards of Service require the safe operation of vehicle Equipment in connection with the Agreement, and the safe operation of vehicle Equipment requires adherence to a maximum speed limit of 68 miles per hour, or lower as conditions require.

Independent Contractor acknowledges that this maximum speed limit does not in any way alter Independent Contractor's obligation to operate vehicle Equipment safely and in compliance with applicable laws and regulations at all times.

This Agreement was executed this 8 day of May 2024

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: _____

Witness: Kim Carr

COSTS, EXPENSES, AND SERVICE ADDENDUM

The Company and Independent Contractor agree to the following addendum ("Addendum") to their Independent Contractor Service Contract (the "Contract"):

1. Costs & Expenses. Pursuant to the Contract, Independent Contractor is responsible for all costs and expenses incidental to the operation of the Equipment, including the cost of all maintenance and repairs. For the sake of clarity, costs and expenses include all equipment necessary to perform the services (including maintenance and repair), charges incurred operating that equipment (including tolls, IRP plates, and licenses and permits, including IFTA), and maintenance and repair cost for any damage caused by the Contractor to Company-owned equipment that is leased, rented, or otherwise provided to the Contractor, including onboard cameras, computers, or tablets. To the extent the Company advances or incurs, or is charged any costs or expenses to be borne by the Independent Contractor, the Independent Contractor expressly consents to a deduction from any amount owed to Independent Contractor for services rendered.

2. Service. For the convenience of the Independent Contractor, Independent Contractor may from time to time avail themselves of the Company's service facilities and personnel to perform inspections of, maintenance of and repairs to the Equipment ("Service") on the terms set forth herein, which control over any conflicting or contrary contract, schedule, or exhibit regarding repair work.

a. Availability. The Company's service facilities will accommodate Service requests by Independent Contractor as available manpower and space allow. Determinations as to the availability of manpower and space will be made by the Company in its sole discretion, and Company-owned equipment will always have priority over Independent Contractor Equipment in such determinations.

b. Payment.

- i. Independent Contractor is responsible to pay the Company the cost of Service in full at the time Service is rendered, subject to an alternative payment schedule as per this Paragraph 2.
- ii. If the Independent Contractor is unable to pay the cost of Service in full at the time Service is rendered, the Independent Contractor may request, and the Company in its sole discretion may approve, a deduction of up to \$500 per week from any amounts due Independent Contractor under the Contract for as long as necessary to pay the cost of Service.
- iii. Any request approved under subsection 2(b) in excess of \$1,000 will be subject to a one-time administrative fee of 8%, which fee shall be added to and automatically deemed part of the cost of Service and shall be subject to payment on the terms set out in this Service Agreement.
- iv. All requests pursuant to this Section 2 are to be submitted on the Company-approved Maintenance Independent Contractor (I/C) Deduction Form.
- v. Service will not commence until any payment plan or schedule is confirmed by and approved in writing by the Company.

3. Termination. Termination of the Contract does not relieve Independent Contractor of its obligations to pay for the Costs and Expenses and Service pursuant to the terms of this Addendum. Notwithstanding the terms of any other agreement between the parties, in the event the Contract is terminated, Independent Contractor expressly authorizes Company to deduct the full amount of any balance due and owing under the Contract or this Addendum from any payments that would otherwise be due from the Company to Independent Contractor, including but not limited to any escrow fund(s) that would otherwise be returned to Independent Contractor. If, after the Company takes such deductions, a balance remains due and owing to the Company under this Addendum, Independent Contractor agrees to pay such balance to the Company within 14 days of the date of the Company's written demand for payment. If Independent Contractor fails to pay such balance within the specified time, the Company may, at its option, suspend or terminate the Contract and this Addendum, and may seek legal action to enforce the terms of this Addendum. If the Company suspends or terminates the Contract and this Addendum, Independent Contractor agrees to pay the Company the full amount of any balance due and owing to the Company under this Addendum, including but not limited to any escrow fund(s).



INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Agreement by and between **KAG SPECIALTY PRODUCTS GROUP, LLC DBA TRANSPORT SERVICE**, herein after referred to as "Company" with a principal place of business at 4366 Mt. Pleasant St. NW North Canton, OH 44720; [REDACTED] hereafter referred to as [REDACTED]

WHEREAS, Company is a motor carrier engaged in transporting bulk commodities, and engages owner-operators of one or more pieces of trucking equipment to provide transportation services in connection with the performance of its business;

WHEREAS, Independent Contractor is the owner-operator of one or more pieces of trucking equipment suitable for use in such transportation services and desires to make this equipment available for lease, together with a qualified operator for each piece of equipment, to Company;

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter made by the parties to each other, it is agreed as follows:

1. Equipment and Operations.

1.1 Equipment. In conjunction with providing transportation services as herein provided, Independent Contractor agrees to lease the vehicular equipment specified in Exhibit A (the "Equipment") of this Agreement to Company. Independent Contractor certifies that the Equipment meets the requirements of all applicable federal, state and municipal laws and regulations, and, subject to the determination of Company of its suitability for the service called for in this Agreement, the selection and replacement of the Equipment is within the discretion of Independent Contractor. Independent Contractor shall prepare and file, at Independent Contractor's expense, any and all reports required by applicable law in connection with the Equipment.

1.2 Equipment Maintenance. Independent Contractor agrees, at Independent Contractor's expense, to operate and maintain the Equipment in accordance with the safety and equipment standards specified in applicable federal, state and municipal laws and any rules, regulations and orders of any applicable agency. Independent Contractor agrees to provide Company with proof of timely maintenance and inspection of the Equipment (1) prior to placing the Equipment in the service of the Company and (2) on an ongoing basis in accordance with the periodic mandatory vehicle maintenance and inspection regulations administered or required by any federal, state or municipal agency with jurisdiction over the operations described in this Agreement. In the event the Equipment is found to be deficient under any law or regulation, Independent Contractor agrees to remove the Equipment from service with Company until it is brought into compliance. During such interim period, Independent Contractor shall, at Independent Contractor's expense, provide alternative equipment suitable for use in carrying out Independent Contractor's obligations under this Agreement.

1.3 Operating Expenses. Independent Contractor agrees to bear all costs and expenses incidental to operation of the Equipment, whether empty or loaded, included, without limitation, all maintenance (including cleaning and washing), fuel, oil, tires, repairs, business taxes, consumption and sales taxes, personal property taxes, ad valorem taxes, fuel and road-use taxes, ton-mile taxes, insurance coverage as provided herein, workers compensation assessments, licenses, vehicle registration renewal fees, base plates, and all highway, bridge and ferry tolls. To facilitate payment of licenses, taxes and fees, where mutually convenient or otherwise required by statute or regulation, Independent Contractor hereby authorizes Company to pay these charges on Independent Contractor's behalf and to charge Independent Contractor for any such payments, together with any direct expenses incurred by Company in connection with its payment. Independent Contractor agrees that unless strictly prohibited by law, any licenses, permits, assessments, taxes, and amounts for third party services paid by Company on behalf of Independent Contractor pursuant to this paragraph may be charged back against and deducted from any compensation owed Independent Contractor by Company. To the extent that Independent Contractor voluntarily chooses to purchase insurance coverage or other third party services from or through an Agent or entity referred by the Company, Independent Contractor likewise authorizes Company to pay such amounts on Independent Contractor's behalf and deduct those sums from any compensation owed Independent Contractor by Company.

1.4 **Operation of Equipment.** Independent Contractor agrees to direct the operation of the Equipment and to determine the methods, manner and means of performing the obligations specified in this Agreement. Company shall be considered to have such exclusive possession, use and control of the Equipment required by D.O.T. regulation at 49 CFR Part 376.12(c), or other applicable regulations, but shall have no right or authority, without the express permission of Independent Contractor, to operate the Equipment for any purpose (except for incidental yard movement and positioning) unless the Equipment is driven either by Independent Contractor or by an operator engaged by Independent Contractor. While the Equipment is in the service of Company, it shall be used by Independent Contractor exclusively for the carriage of the good of Company, and for no other purpose. When, and only when, Equipment is being operated in the service of the Company, the Independent Contractor must display a Company-provided placard on the Equipment, with the Independent Contractor bearing the costs and responsibility of timely installation and removal of the placard. Upon removal of the placard, Independent Contractor shall return it to the Company. When Equipment is being operated in the service of the Company, and Independent Contractor's name or entity name is displayed on the Equipment, it must be preceded by "Operated By," with Independent Contractor bearing the associated costs of installation and removal.

1.5 **Agreed Standards of Service.** Company has represented to its customers that it will provide a high standard of service. Independent Contractor acknowledges the benefits to his/her business of participation in Company's transportation services system, and agrees to conduct activities under the terms of this Agreement to achieve the results represented to Company's customers. To achieve these business objectives, Independent Contractor agrees to:

- (a) Assume responsibility for complete transportation, loading or unloading of all loads accepted, including timely pickup, securing protection of cargo from weather, safe conduct, and timely delivery, and meeting customer requirements, which may include in certain circumstances adherence to certain routes, journey plans, and driving schedules;
- (b) Conform to all applicable federal, state and local laws, regulations and ordinances;
- (c) Cause the Equipment to be operated in compliance with all applicable laws and regulations and safely, and the parties agree that safe operation of vehicles requires, among other things, observing the maximum speed limit as set forth in Exhibit E; and
- (d) Conduct all business activities with integrity and honesty, in a professional manner, and with proper decorum at all times.

1.6 **Discretion of Independent Contractor to Determine Method and Means of Meeting Business Objectives.** It is specifically understood and agreed by both parties that Independent Contractor shall be responsible for exercising independent discretion and judgment to fulfill Company's transportation needs and meet the Agreed Standards of Service as set forth in section 1.5, and no officer, agent or employee of Company shall have the authority to direct Independent Contractor as to the manner or means employed to achieve such objectives and results. For example, no officer, agent or employee of Company shall have the authority to prescribe hours of work, whether or when the Independent Contractor is to take breaks, what route the Independent Contractor is to follow, or other details of performance, except as otherwise required to meet customer requirements and/or the Agreed Standards of Service.

2. Insurance and Indemnities.

2.1 **Independent Contractor Indemnification.** During the term of this Agreement and thereafter, Independent Contractor agrees to retain and maintain insurance coverage as set forth in Exhibit D and indemnify and hold harmless Company against any and all damages, losses, claims and expenses, including reasonable attorney fees, resulting from or arising out of any of the following:

- (a) Any depreciation, loss or damage that may occur to the Equipment by collision, fire, theft or similar occurrence, excepting such loss or damage as may be caused by Company, its agents, servants and employees;
- (b) Any loss or damage to the Equipment being operated by Independent Contractor or any employee, including any operator, driver or helper of Independent Contractor;

- (c) Any injury or damage to or by the public caused to or by the Equipment while not being operated in the service of Company;
- (d) Any injury or damage to Independent Contractor, or any of its employees, including any operators, drivers or helpers, or to the Equipment, whether any such injury or damage occurs while the Equipment is being operated in the service of Company or otherwise;
- (e) Any of the following caused by the fault or negligence of Independent Contractor or any of its employees, operators, drivers or helpers: (1) damage to or loss (with or without intent) of cargo and any relative spill clean-up, subject to a per incident maximum collective amount of \$2,500.00 and (2) damage to the property of the Company (including damage to a Company-owned trailer) and payments by the Company to any third parties for damage or loss to any third parties, subject to a per incident maximum collective amount of \$2,500.00; for a combined (1) and (2) per incident maximum collective amount of \$5,000.00 under this subsection 2.1(e).

Independent Contractor agrees that unless strictly prohibited by law, any and all damages, losses, claims, and expenses, including reasonable attorney fees, incurred or paid by Company pursuant to the provisions of this paragraph, subject to the maximum amount set forth above, may be charged back against and deducted from any compensation that is otherwise owed to Independent Contractor by Company.

2.2 Company Indemnification. Company agrees to self-retain and maintain insurance coverage for public liability, and cargo loss and damage risks in amounts sufficient to meet its legal obligations under applicable laws and regulations and subject to any exceptions described in this Section 2, the Company agrees to assume full responsibility for, and indemnify the Independent Contractor against any and all damages for which the Independent Contractor may become liable by reason of, resulting from or arising out of any of the following:

- (a) injury to the public caused by the Equipment while being operated in the service of the Company;
- (b) damage to or loss of cargo carried by the Equipment while operated in the service of the Company resulting from any cause other than fault or neglect of the Independent Contractor, its operators, drivers or helpers; and
- (c) compliance by the Company with the rules of all regulatory authorities having jurisdiction over the parties with respect to this Agreement; provided, however, nothing contained in this Section 2 shall require or be deemed to require the Company to assume responsibility for, or indemnify the Independent Contractor against, any damages for which the Independent Contractor may become liable by reason of, resulting from or arising out of any act or omission to act of the Independent Contractor, its operators, drivers, or helpers.

3. Payment Terms and Conditions.

3.1 Payment in Full. Independent Contractor agrees that payments made in accordance with Exhibit B of this Agreement shall constitute payment in full for the rendering of all services and the lease of Equipment provided under this Agreement, including, without limitation, those services provided by Independent Contractors operators, drivers and helpers.

3.2 Conditions for Payment. Company shall make payments to Independent Contractor within fifteen (15) days after and conditioned upon submission to the Company of the following documents in such form and content as reasonably required by Company: bill of lading and/or shipping orders; proof of delivery; original current copies of driver's daily log; detention slips, for both the pick-up and delivery of freight; daily Vehicle Inspection Reports; pay manifests; trip records; all necessary compliance documents; and toll and fuel receipts.

4. **Term of Agreement.**

4.1 **Initial Term.** This Agreement shall commence on the date it is signed and shall commence for a term of one (1) year.

4.2 **Renewal Terms.** This Agreement shall automatically renew for successive terms of six (6) months each after expiration of the initial term unless Independent Contractor or Company provides the other party notice of non-renewal in writing at least thirty (30) days prior to the expiration of the initial term or any renewal term.

4.3 **Termination.** Upon written notice, this Agreement may be terminated as set forth below, during the initial term or during any renewal term hereof as follows:

- (a) At any time, by mutual agreement of Independent Contractor and Company;
- (b) By Company, in the event that injury, damage or loss occurs to the public or cargo due to the fault or neglect of the Independent Contractor, its operators, drivers or helpers;
- (c) By the Company, for any reason, upon twenty one (21) days written notice;
- (d) By either party upon providing written notice of a breach of this Agreement and the failure of the other party to cure such breach within fifteen (15) days;
- (e) By either party in the event the other party becomes insolvent, or if proceedings in bankruptcy, for an arrangement, or for the appointment of a receiver are filed by or against the other party;
- (f) By Company in the event that an assignment or attempted assignment of this Agreement or any right or obligation hereunder is made by Independent Contractor without the prior written approval of Company, or if in the event that Tokhir Abdujabbarov dba Tokhir LLC shall die, become disabled, retire from, or otherwise cease to be Independent Contractor or chief operating officer of Independent Contractor, as the case may be.

4.4 **No Liability.** Neither party shall, by reason of the termination of this Agreement, be liable to the other for damages on account of the loss of prospective profits.

5. **Safety and Security.**

5.1 **Security Switches and On Board Computers.** It is agreed by both parties that the safety and security of the driver, vehicle, trailer, and cargo is of utmost importance. Company has implemented a program to install security switches and on board computers (OBCs) in certain units involved in the transportation of Company cargo. Independent Contractor agrees to adhere to any and all regulatory requirements and policies, programs, and procedures of Company regarding safety and/or security. Independent Contractor further agrees that in addition to any additional security device(s) and/or OBCs provided by Independent Contractor for Equipment, Company agrees to provide and install and the Independent Contractor agrees to allow the installation of a security switch and OBC (if not pre-installed) designated by Company in the Equipment. Independent Contractor agrees that Independent Contractor is responsible for the cost of installation of the security switch and OBC, for maintaining the security switch and OBC in good working order, and paying all expenses incurred in maintaining the security switch and OBC (including, in the event the Independent Contractor voluntarily opts to rent the designated OBC from the Company, a rental fee owed to the Company). Both parties agree providing or installing the security switch and OBC in no way transfers any obligation or responsibility as outlined for either party throughout this Agreement. Nothing in this subsection or Agreement requires Independent Contractor to purchase or rent any products, equipment, or services from the Company as a condition of entering into this Agreement.

6. Notice, Waiver, Severability and Complete Agreement.

6.1 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given forty-eight (48) hours after it has been deposited in the United States Mail, registered or certified, proper postage prepaid, addressed to the party for whom it is intended at the following address:

(a) Company

KAG SPECIALTY PRODUCTS GROUP, LLC DBA TRANSPORT SERVICE
4366 Mt Pleasant St. NW
North Canton, OH 44720



6.2. **Waiver.** The failure of either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every provision contained herein.

6.3 **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision contained herein.

6.4. **Complete Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof. This Agreement shall not be modified or amended except in writing by the mutual agreement of the parties.

7.0 **Confidentiality.** Independent Contractor understands that during performance of services in connection with this Agreement, Independent Contractor and/or the operators engaged by Independent Contractor may receive confidential information of the Company, including but not limited to contact information, personal data, routes, customer identities, costs and billing methods, financial information, and information regarding the business, operations, processes, procedures, along with technology, software, systems, and other confidential and proprietary information. It is agreed that these items are considered "Confidential Information" belonging to the Company, and such information shall not be disclosed by Independent Contractor or any of its agents for any purpose whatsoever, other than as necessary in the performance of the service obligations in connection with this Agreement.

8.0 **Non-Employee Status.** The parties agree and understand that this Agreement is not an employment contract and that neither Independent Contractor nor any operator engaged by Independent Contractor in connection with this Agreement will at any time be considered an employee of the Company within the application of any federal, state or local laws or regulations, and that nothing in this Agreement shall confer any right with respect to employment by the Company.

This Agreement was executed this

8

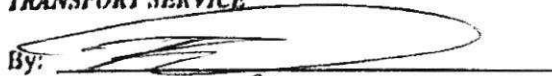
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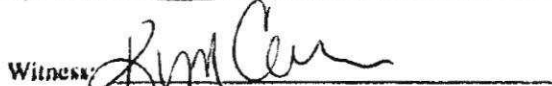
May

2024

COMPANY:

KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: 

Witness: 

**EXHIBIT A
CERTIFICATE OF EQUIPMENT LEASE**

This is to certify that the following described equipment is being operated in the service of KAG Specialty Products Group, LLC dba Transport Service with a principal place of business located at 4366 Mt Pleasant St. N.W., North Canton, OH 44720.

LEASED EQUIPMENT

Unit #: 60223

Year and Make: 2022 Volvo

Serial #: 4V4NC9EH5NN297782

[REDACTED]

This Certificate of Equipment Lease certifies that an Independent Contractor Service Contract Agreement dated this 8 day of May, 2024 is on file at both offices indicated above.

This Certificate shall be considered as valid in force and effect, beginning 5/8 at 10 (a.m./p.m.), and so long as it is in the possession of said owner, his agent, servant or employee unless notice of cancellation has been issued as indicated in the Agreement.

The commodities to be transported are restricted to those commodities **KAG Specialty Products Group, LLC dba Transport Service (MC-112801)** is authorized to transport under its certificate authority received from the FMCSA (USDOT 76483) and state authorities having jurisdiction, and any and all commodities the transportation of which require no such certificate authority.

COMPANY:

**KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE**

By: _____

Witness: Kim Chan

CANCELLATION OF EQUIPMENT

Execution below acknowledges receipt of leased equipment specified above and hereby terminates this Certificate of Equipment Lease.

Equipment received and lease terminated this _____ day of _____, _____ at _____ (p.m./a.m.).

INDEPENDENT CONTRACTOR:

By _____

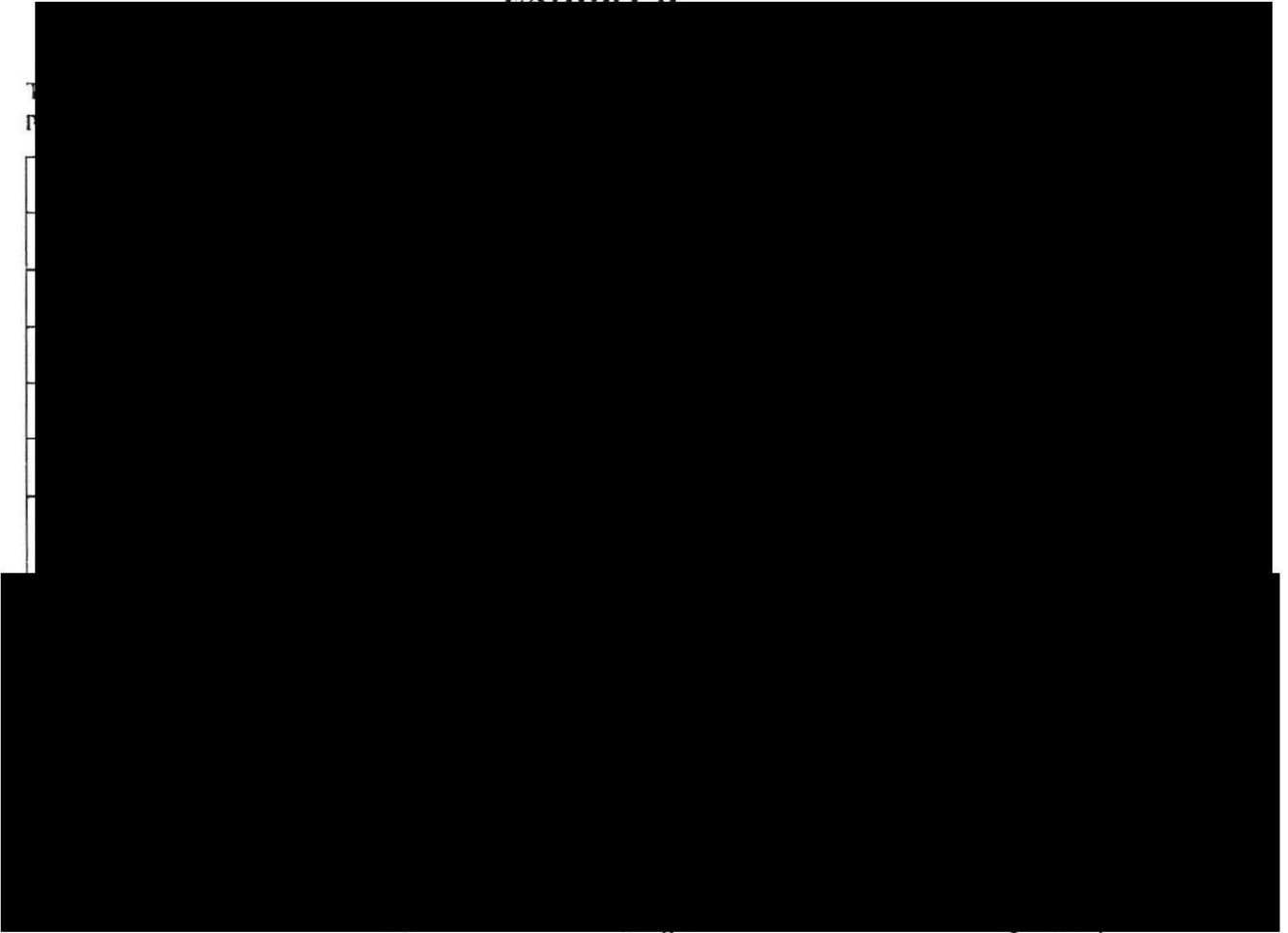
Witness _____

COMPANY:

By _____

Witness: _____

EXHIBIT B



This Agreement was executed this 8 day of May, 2024

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: _____

Witness: _____

Kim Carr



EXHIBIT C ESCROW FUND AGREEMENT

General Escrow Fund:

Independent Contractor shall be required to deposit and maintain with the Company, an escrow sum of \$2,500.00 (the "General Escrow Fund"). The General Escrow Fund shall be initially established by withholding \$75.00 per week from the Independent Contractor's settlements until the General Escrow Fund sum totals \$2,500.00. The General Escrow Fund may be applied on payment to Company for damages or monies owed to Company, including but not limited to outstanding advances, fuel, licensing or permitting charges, relative taxes, damages to Company's equipment, or any other items paid for by the Company deemed to be the responsibility of the Independent Contractor in accordance with the Independent Contractor Service Contract and Equipment Lease.

The Company shall account to the Independent Contractor for all transactions involving the said General Escrow Fund and an itemization of any deductions will be provided at the time of the transaction. The Company shall make all proper deductions from said escrow funds, make a final accounting to the Independent Contractor of all final deductions from said escrow funds, and return the balance, if any, of said escrow funds to the Independent Contractor within forty-five (45) days of the termination of this Agreement. Amounts of the General Escrow Fund shall not be recouped by the Independent Contractor until after termination of this Agreement and only to the extent that a balance remains after all amounts owed by the Independent Contractor to the Company have been paid in full.

Optional Maintenance Escrow Fund: ☐ Is Applicable ☐ Is Not Applicable

Independent Contractors are provided with the option to, but are not required to, deposit and maintain with the Company an escrow sum of the Total Amount (set forth below, if applicable) (the "Maintenance Escrow Fund"). The Maintenance Escrow Fund shall be initially established by withholding a Weekly Amount (set forth below, if applicable) per week from the Independent Contractor's settlements until the Maintenance Escrow Fund sum totals the Total Amount. The Maintenance Escrow Fund may be applied on payment to Company for any repairs, parts, and/or inspection to the vehicle.

The Company shall account to the Independent Contractor for all transactions involving the said Maintenance Escrow Fund and an itemization of any deductions will be provided at the time of the transaction. The Company shall make all proper deductions from said escrow funds, make a final accounting to the Independent Contractor of all final deductions from said escrow funds, and return the balance, if any, of said escrow funds to the Independent Contractor within forty-five (45) days of the termination of this Agreement or, if earlier, upon twenty-one (21) days of written request by the Independent Contractor. Amounts of the Maintenance Escrow Fund shall not be payable to the Independent Contractor until after to the extent that a balance remains after all amounts owed by the Independent Contractor to the Company have been paid in full.

Check One (to be completed by Independent Contractor):

☐ Independent Contractor accepts the option to create a Maintenance Escrow Fund, with a Total Amount of \$ _____ and Weekly Amount of \$ _____.

☒ Independent Contractor declines the option to create a Maintenance Escrow Fund.

Summary of Escrow Fund Total Amounts and Withholdings:

Escrow Fund	Total	Per Week Withholding
General Escrow Fund	\$2,500.00	\$75.00
Optional Maintenance Escrow Fund	\$ _____	\$ _____

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: 

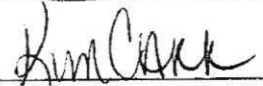
Witness: 



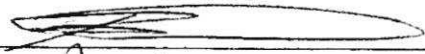
EXHIBIT D
SCHEDULE OF REQUIRED INSURANCE COVERAGE

Independent Contractors are required to retain and maintain the following insurance coverage while providing services to the Company under the Independent Contractor Service Contract:

Coverage Type	Minimum Coverage Amount
Non-Trucking to include to and from endorsement	Not less than \$1,000,000.00 combined single limit.
Workers' Compensation or Occupational Accident	As required by law for injury or damage to Independent Contractor, or any of its employees.

This Agreement was executed this 8 day of

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: 

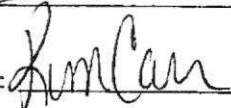
Witness: 



EXHIBIT E
AGREED-UPON SAFETY STANDARDS:
MAXIMUM SPEED LIMITS

Independent Contractor and the Company agree that Agreed Standards of Service require the safe operation of vehicle Equipment in connection with the Agreement, and the safe operation of vehicle Equipment requires adherence to a maximum speed limit of 68 miles per hour, or lower as conditions require.

Independent Contractor acknowledges that this maximum speed limit does not in any way alter Independent Contractor's obligation to operate vehicle Equipment safely and in compliance with applicable laws and regulations at all times.

This Agreement was executed this 8 day of May, 2024

COMPANY:
KAG SPECIALTY PRODUCTS GROUP, LLC DBA
TRANSPORT SERVICE

By: _____

Witness: Kim Carr



COSTS, EXPENSES, AND SERVICE ADDENDUM

The Company and Independent Contractor agree to the following addendum ("Addendum") to their Independent Contractor Service Contract (the "Contract"):

1. Costs & Expenses. Pursuant to the Contract, Independent Contractor is responsible for all costs and expenses incidental to the operation of the Equipment, including the cost of all maintenance and repairs. For the sake of clarity, costs and expenses include all equipment necessary to perform the services (including maintenance and repair), charges incurred operating that equipment (including tolls, IRP plates, and licenses and permits, including IFTA), and maintenance and repair cost for any damage caused by the Contractor to Company-owned equipment that is leased, rented, or otherwise provided to the Contractor, including onboard cameras, computers, or tablets. To the extent the Company advances or incurs or is charged any costs or expenses to be borne by the Independent Contractor, the Independent Contractor expressly consents to a deduction from any amount owed to Independent Contractor for services rendered.

2. Service. For the convenience of the Independent Contractor, Independent Contractor may from time to time avail themselves of the Company's service facilities and personnel to perform inspections of, maintenance of and repairs to the Equipment ("Service") on the terms set forth herein, which control over any conflicting or contrary contract, schedule, or exhibit regarding repair work.

- a. Availability. The Company's service facilities will accommodate Service requests by Independent Contractor as available manpower and space allow. Determinations as to the availability of manpower and space will be made by the Company in its sole discretion, and Company-owned equipment will always have priority over Independent Contractor Equipment in such determinations.
- b. Payment.
 - i. Independent Contractor is responsible to pay the Company the cost of Service in full at the time Service is rendered, subject to an alternative payment schedule as per this Paragraph 2.
 - ii. If the Independent Contractor is unable to pay the cost of Service in full at the time Service is rendered, the Independent Contractor may request, and the Company in its sole discretion may approve, a deduction of up to \$500 per week from any amounts due Independent Contractor under the Contract for as long as necessary to pay the cost of Service.
 - iii. Any request approved under subsection 2(b) in excess of \$1,000 will be subject to a one-time administrative fee of 8%, which fee shall be added to and automatically deemed part of the cost of Service and shall be subject to payment on the terms set out in this Service Agreement.
 - iv. All requests pursuant to this Section 2 are to be submitted on the Company-approved Maintenance Independent Contractor (I/C) Deduction Form.
 - v. Service will not commence until any payment plan or schedule is confirmed by and approved in writing by the Company.

3. Termination. Termination of the Contract does not relieve Independent Contractor of its obligations to pay for the Costs and Expenses and Service pursuant to the terms of this Addendum. Notwithstanding the terms of any other agreement between the parties, in the event the Contract is terminated, Independent Contractor expressly authorizes Company to deduct the full amount of any balance due and owing under the Contract or this Addendum from any payments that would otherwise be due from the Company to Independent Contractor, including but not limited to any escrow fund(s) that would otherwise be returned to Independent Contractor. If, after the Company takes such deductions, a balance remains due and owing to the Company under this Addendum, Independent Contractor agrees to pay such balance to the Company within 14 days of receipt from the Company of a final accounting for any escrow fund(s).

COMPANY:

By: 

Print Name:

Robert Marcalus

Date:

5/8/24

INDEPENDENT CONTRACTOR:

