



## CHECKLIST FOR PERSONS APPLYING FOR A RECYCLING PERMIT OR COMPOSTING PERMIT

Applications for a Recycling Permit or Composting Permit will not be processed unless all of the following information is provided by the applicant. The following checklist is based upon the specific requirements contained in Delaware's *Regulations Governing Solid Waste (DRGSW)*. Please use this checklist to ensure the application contains all necessary documentation.

1. Application for a Recycling Permit or Composting Permit
2. Proof of ownership of the property, or copy of lease agreement
3. Written verification from the local zoning authority that the proposed activity is allowable at the proposed location
4. A Plan of Operation including a site map and complete description of the equipment, process, and operating procedures, as well as the maximum quantity of feedstocks and product to be stockpiled
5. Evidence that the product use will not adversely affect human health and the environment. This may require analyses and other tests.
6. Contracts or letters of intent from buyers showing there is a true market for the product
7. A Conceptual Closure Plan [pursuant to Section 4.4.1 of the DRGSW]
8. Evidence of financial assurance demonstrating financial responsibility for closure, as described in DRGSW Sec. 4.1.11.2
9. Proof that all applicable permits, licenses, and approvals have been obtained or applied for [pursuant to Section 4.4.1 of the DRGSW]
10. Background statement [pursuant to 7 Del. C. Chapter 79]
11. Submit 3 copies of the completed application package as well as an electronic copy in '.pdf' format. Please submit the application and supporting documentation to:

Mindy Anthony  
Department of Natural Resources and Environmental Control  
Solid & Hazardous Waste Management Section  
89 Kings Highway  
Dover, DE 19901  
[Mindy.Anthony@state.de.us](mailto:Mindy.Anthony@state.de.us)

**RECEIVED**  
**MAY 16 2016**  
**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**





**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

## RECYCLING PERMIT APPLICATION

**INSTRUCTION:** The applicant may claim that some of the information presented in this Application is confidential. An applicant wishing to make such a claim should write, preferably in red ink, "Claimed Confidential Information" at each point in the response where such confidentiality is claimed. The applicant must provide an explanation of why the release of such information would constitute an invasion of personal privacy or would seriously affect the applicant's business or competitive situation. The confidentiality determination will be subject to the **FOIA Regulation**, Section 6.

### BRIEF DESCRIPTION OF RECYCLING ACTIVITY OR BENEFICIAL USE PROCESS

Riverview Holdings, LLC is offering e-waste recycling and data destruction "shredding of hard drives" services to the business community. The primary focus of the business is to target organizations who are in need of secure electronic data destructions and compliant e-waste recycling services. The facility is located at 18 Boulden Circle, Suite 4 in New Castle, DE. As defined in the plan Riverview Holdings, LLC will only store "typical" IT assets that are used or "end of life".

### FACILITY INFORMATION

Facility Name: Riverview Holdings, LLC

Address: 18 Boulden Circle Suite 4

City: New Castle

County: New Castle

State: Delaware

Zip Code: 19720

Phone: 917-751-3671

Fax:

Total Site Area (Acres): 4,253 sf

Latitude:

Longitude:

Tax Parcel Number (s): Map 14.4 / 6 / 5.61AC

Expected Service Area:

### BUSINESS OWNER INFORMATION

Owner's Name: Gregory Haslinsky

Contact Person: Gregory Haslinsky

Title: President

Address: 13 Parkwood Road

City: Pennsville

State: New Jersey

Zip Code: 08070

Phone: 917-751-3671

Fax:

Email: ghaslinsky@gmail.com

### FACILITY OPERATOR INFORMATION

Operator's Name: Gregory Haslinsky

Contact Person: Gregory Haslinsky

Title: President

Address: 18 Boulden Circle Suite 4

City: New Castle

State: Delaware

Zip Code: 19720

Phone: 917-751-3671

Fax:

Email: ghaslinsky@gmail.com

### OPERATING HOURS

Daily Operating Hours: 8-5

Daily Business Hours (Open to Public): 8-5





Delaware Department of Natural Resources and Environmental Control  
Solid and Hazardous Waste Management Section

### RECYCLING PERMIT APPLICATION

**ESTIMATED QUANTITIES OF RECYCLABLE MATERIAL AND PRODUCT:**

Maximum Daily Tonnage of Recyclable Material to be Accepted: 10.0 tons

Daily  Weekly

Maximum Tonnage of Recyclable Material to be Stored (at any given time): 90 tons

Maximum Tonnage of Product to be Stored (at any given time): 90 tons

*NOTE: Maximum daily and weekly tonnages must consider operating hours and days specified on next page.*

**I certify under penalty of law, that I have personally examined and am familiar with the information submitted in the Application and all supporting documentation and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.**

Signature of applicant:

Date: 5/15/2016

Printed Name: Gregory J Haslinsky

Phone: 917-751-3671

Title: President

Email: ghaslinsky@gmail.com

Company: Riverview Holdings, LLC

Address: 18 Boulden Circle Suite 4

City: New Castle

State: Delaware

Zip Code: 19720

**RECEIVED**  
**MAY 16 2016**  
**SOLID & HAZARDOUS WASTE**  
**MANAGEMENT SECTION**





DELAWARE DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL ("DNREC")

ENVIRONMENTAL PERMIT APPLICATION  
BACKGROUND STATEMENT

Pursuant to 7 Del. C. Chapter 79

FILING STATUS:

This Background Statement is being filed with DNREC because:

- 1. It is an initial application for a new permit (or permits) and the applicant or applicant company has not held a permit issued by DNREC for a period of 5 or more years [See 7 Del. C. § 7902(a) and (b)];
- 2. It is required on an annual basis because the applicant or applicant company has been designated a chronic violator pursuant to 7 Del. C. § 7904 [See 7 Del. C. § 7902(a)(7) and (b)(2)]; or
- 3. It is required on an annual basis as the applicant or applicant company has been found guilty, pled guilty or no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment as defined in 7 Del. C. § 7902(c) [See 7 Del. C. § 7902(a)(7) and (b)(2)].

APPLICANT OR APPLICANT COMPANY'S NAME OR COMPANY'S NAME FILING STATEMENT	Riverview Holdings, LLC
DATE OF APPLICATION OR DATE OF STATEMENT	5/15/16
PERMIT(S) BEING APPLIED FOR OR STATEMENT FOR FILING STATUSES 2 OR 3	<input checked="" type="checkbox"/> Permit Type(s) <u>Recycling E-waste</u> <span style="float: right;">HARD Drive shredding</span> <input type="checkbox"/> Statement for filing Statutes 2 or 3—If filing under these statuses, attach a statement of the date of designation as Chronic Violator or the date of Conviction/Plea.
OTHER DNREC PERMITS HELD	<input type="checkbox"/> N/A – No other permits held with DNREC <input type="checkbox"/> List of all DNREC permits currently held with dates of issuance and expiration attached. ATTACHED Current BUD #47

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION



# ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT

**Please note:** Companies filing statements pursuant to Chapter 79 have the right to identify information to be afforded confidential status pursuant to 7 Del. C. § 7903(b) and the requirements set forth in Section 6, "Requests for Confidentiality" of the DNREC *Freedom of Information Act Regulation*.

PROVIDING ALL OF THE INFORMATION REQUESTED IN THIS FORM SATISFIES THE REQUIREMENTS OF 7 DEL. C. CHAPTER 79 ("ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT") UNLESS THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL ("DNREC") OR THE DELAWARE DEPARTMENT OF JUSTICE DETERMINES THAT ADDITIONAL SUBMISSIONS ARE NECESSARY. FAILURE TO PROVIDE THE INFORMATION REQUESTED OR PROVIDING ERRONEOUS INFORMATION IS GROUNDS FOR DENYING OR REVOKING AN ENVIRONMENTAL PERMIT/APPROVAL/LICENSE, AND FOR CIVIL AND/OR CRIMINAL PENALTIES.

A. (Authority – 7 Del. C. § 7902(a)(1&2) & § 7905) Attach a complete list (full names) of all current members of the applicant company's board of directors, all current corporate officers, all persons owning more than 20% of the applicant's stock or other resources, all subsidiary/affiliated companies with type of business performed, street addresses, all parent companies with addresses, all companies with which the applicant's company shares two or more members of the board of directors, and the name(s) of the person(s) serving as the applicant's local chief operating officer(s) with respect to each facility covered by the permit in question or for the statement required for filing Statuses 2 or 3. [Note: For companies that do not have a *facility* located in Delaware, no listing for the local chief operating officer(s) is required].

- Information attached
- Information attached, except for local chief operating officer as there is no facility located in the State of Delaware.

B. (Authority - 7 Del. C. § 7905) Please check one of the following selections below, showing type of ownership for the applicant or applicant/statement company:

- Proprietorship List the state, county, book record and page number where the certificate is found (Attach hereto).
- Partnership List the state, county, book record and page number where the certificate is found (Attach hereto).
- Corporation (LLCs included) List the city, state, date of incorporation, corporation file number, current corporate standing, registered agent, and address of the registered agent (Attach hereto).
- Municipality
- Public Institution/  
Government Agency
- Other

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION



C. (Authority - 7 Del. C. § 7902(a)(3) & § 7905) Have any of the following been issued to or agreed to by the applicant or applicant/statement company, any employee, person, entity, or subsidiary/affiliated company, specified in response to Item A, for violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred, during the five years prior to the date of this application/statement

OFFENSE	YES	NO
Notice of Violation(s)		✓
Administrative Order(s)		✓
Administrative Penalty(ies)		✓
Civil Action(s)		✓
Civil Penalty(ies)		✓
Civil and/or Administrative Settlement Agreement(s)		✓
Permit/License/Approval Revocation		✓
Arrest(s)		✓
Conviction(s)		✓
Criminal Penalty(ies)		✓
Criminal Plea Bargain		✓

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**



**D. (Authority - 7 Del. C. § 7902(a)(3), (a)(4) & § 7905)** If you answered "yes" to any of the actions listed in Item C above for the applicant or applicant company or any other person identified in Item A, attach a description of the incidents or events leading to the issuance of each action, regardless of the state in which it occurred, for the 5 years prior to the date of the statement, and the disposition of each action, what state the action/offense occurred in, and any actions that have been taken to correct the violations that led to such enforcement action.

- N/A  
 Information attached

**E. (Authority - 7 Del. C. § 7902(a)(5) & § 7905)** Attach a description of any felony or other criminal conviction for a crime involving harm to the environment or violation of environmental standards of any person or entity identified in Item A above that resulted in a fine greater than \$1,000 or a sentence longer than 7 days, regardless of whether such fine or sentence was suspended.

- N/A  
 Description attached

**F. (Authority - 7 Del. C. § 7902(a)(6) & § 7905)** Attach copies of any and all settlements of environmental claims involving the applicant, associated with actions identified in response to Item D above, whether or not such settlements were based on agreements where the applicant did not admit liability for the action.

- N/A  
 Information attached

**RECEIVED**  
**MAY 16 2016**  
**SOLID & HAZARDOUS WASTE**  
**MANAGEMENT SECTION**



**Items for Filing Statuses 2 or 3 Only**

**G. (Authority - 7 Del. C. § 7902(a)(7) and § 7905)** If the applicant or applicant/statement company has been found guilty, pled guilty or no contest, to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment attach a summary of the events involved and a copy of the disposition of the action (See 7 Del. C. § 7902(c) for definitions of "serious physical injury" or "serious harm to the environment" before answering this question.)

- N/A  
 Yes – Information Attached.

**H. (Authority - 7 Del. C. § 7902(a)(8))** – If the applicant or applicant/statement company has been designated a chronic violator under 7 Del. C. § 7904, a detailed written report from an independent inspector who has inspected the applicant's premises for the purpose of detecting potential safety and environmental hazards to employees and the surrounding community. The Secretary may waive the duty to submit a detailed written report upon a showing of good cause by the applicant. A showing by the applicant that the acts which caused it to be designated as a chronic violator did not jeopardize public health shall constitute "good cause" under this paragraph.

**I. (Authority - 7 Del. C. § 7902(a)(7))** – If the applicant or applicant/statement company has been designated a chronic violation under § 7904 of this Title, ***OR*** has been found guilty or pled no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment, a statement made under oath by the applicant or applicant/statement company's local chief operating officer with respect to the facilities covered by the permit, stating that: (a) disclosures made by the applicant/reporting company under federal and state environmental statutes and regulations during the preceding calendar year have been, to the chief operating officer's knowledge, complete and accurate, and (b) that the facility has implemented policies, programs, procedures, standards or systems reasonably designed, in light of the size, scope, and nature of facility operations to detect and promptly correct any noncompliance with state environmental statutes and regulations. The statement filed pursuant to this paragraph shall include an acknowledgement by the affiant that intentionally false statements submitted in compliance with this paragraph constitute criminal perjury as defined at 11 Del. C. §§1221-1222.

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**



STATE OF DELAWARE – DEPT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL  
**ENVIRONMENTAL PERMIT BACKGROUND STATEMENT**  
**CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE READ THE PRECEEDING SUBMISSION, HAVE PROVIDED ALL OF THE INFORMATION REQUESTED, AND THAT ALL OF THE INFORMATION PROVIDED IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
SIGNATURE—APPLICANT OR OFFICER OF APPLICANT / STATEMENT COMPANY

DATE: 5/15/16

NAME: Gregory J Haslinsky

TITLE: President

COMPANY NAME: Riverview Holdings LLC

ADDRESS: 18 BOUIDEN Circle suite 4  
NEW Castle DE 19720

TELEPHONE: 917-751-3671

FAX NUMBER: \_\_\_\_\_

REGISTERED AGENT NAME: CT Corporation System

ADDRESS: 116 Pine St suite 320 Harrisburg PA 17101

TELEPHONE: 717-234-6004

FAX NUMBER: \_\_\_\_\_

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE (SEAL)

\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

\_\_\_\_\_  
STATE / COUNTY

MY COMMISSION EXPIRES ON: \_\_\_\_\_

**RECEIVED**  
MAY 16 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION  
jmb:20-11-16



# Riverview Holdings, LLC

## BACKGROUND STATEMENT

7 Del C. Chapter 79

### LOCATION

18 Boulden Circle

Suite 4

New Castle, DE 19720

QUESTIONS CONCERING THIS STATEMENT CAN BE DIRECTED TO

Gregg Haslinsky

18 Boulden Circle

New Castle, DE 19720

Phone 917-751-3671

ghaslinsky@gmail.com

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**



A. (Authority 7 DEL. C. 7902(a) (1&2) & 7905) REQUIRES

- **Riverview Holdings, LLC / Gregory Haslinsky**
- **Sole Member and 100% Owner.**

The names of the person serving as the applicant's chief operating officer with respect to each facility covered by the permit.

- **Gregory Haslinsky**

B. N/A

C. N/A

D. N/A

E. N/A

F. N/A

G. N/A

H. N/A

I. N/A

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**





STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES  
SOLID AND HAZARDOUS WASTE MANAGEMENT SECTION

89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

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

September 12, 2014

Mr. Gregg Haslinsky, Owner  
Riverview Holdings, LLC DBA Securis Delaware  
18 Boulden Circle, Suite 4  
New Castle, DE 19720

**RECEIVED**

**MAY 19 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

Subject: Beneficial Use Determination #47/091216  
Reference: Securis Delaware BUD #47, File Code: 03.A

Dear Mr. Haslinsky:

Enclosed is a Beneficial Use Determination ("BUD") #47/091216 from the Solid and Hazardous Waste Management Section. The BUD approves Riverview Holdings, LLC doing business as Securis Delaware ("Securis") to accept and temporarily store electronic waste and shred or degauss computer hard drives for the sole purpose of recycling off site. This BUD is granted for two years and will expire on September 12, 2016.

If you have any questions concerning this BUD, please contact Mindy Anthony at (302) 739-9403 and select option 8.

Sincerely,

A handwritten signature in cursive script that reads "Nancy C. Marker".

Nancy C. Marker  
Environmental Program Administrator  
Solid and Hazardous Waste Management Section

NCM:MA:krc  
SecurisBud47090516

Enclosure



**BENEFICIAL USE DETERMINATION #47/091216**

Effective Date: September 12, 2014  
Expiration Date: September 12, 2016

Facility Name: Riverview Holdings, LLC doing business as Securis Delaware  
Mailing Address: 18 Boulden Circle, Suite 4  
New Castle, DE 19720

Contact Person: Gregg Haslinsky, Owner  
Phone Number: (302) 262-9905

Location of Approved Activity: 18 Boulden Circle, Suite 4  
New Castle, DE 19720

**RECEIVED**  
**MAY 19 2016**  
**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

---

**I. GENERAL CONDITIONS:**

- A. In accordance with Delaware’s *Regulations Governing Solid Waste* (“DRGSW”), Section 2.5.2, the Department of Natural Resources and Environmental Control (the “Department”) issues Beneficial Use Determination #47/091216 (“Approval”) to Riverview Holdings, LLC doing business as Securis Delaware (“Securis”) for accepting and temporarily storing electronic waste and shredding or degaussing computer hard drives for the sole purpose of recycling off site.
- B. This Approval shall be conducted in accordance with the conditions herein and with the following documents, as submitted to the Department: (1) Application for Beneficial Use Determination for accepting and temporarily storing electronic waste and for shredding or degaussing computer hard drives and associated documents, dated February 2014; (2) Financial assurance: a Standby Trust Agreement and an Irrevocable Standby Letter of Credit in the amount of \$14,800 dated August 4, 2014, associated documents, and subsequent changes to the letter of credit per updated closure cost estimates that have been approved by the Solid and Hazardous Waste Management Section (“SHWMS”); (3) Closure cost estimate dated June 12, 2014; and (4) other procedures and policies specifically referenced in this Approval. Conditions of this Approval shall take precedence over any of the above listed documents. Failure to comply with any condition of this approval or any provisions within the aforementioned documents is a violation of this Approval.
- C. Securis shall, upon request, present a copy of this Approval to any law enforcement officer or representative of the Department.



- D. Securis shall notify the Department in writing within twenty-four (24) hours of any changes in the ownership, operators, name, or company officials.
- E. Securis shall notify the Department in writing at least thirty (30) days prior to the anticipated need to implement any change to waste characteristics, changes that will alter the beneficial use of the incoming waste material or of the shredded or degaussed hard drives, or changes to processes, operations, or procedures described in the Application documents referenced above in section I.B., or to this Approval. Securis shall not implement said changes unless and until they have been notified in writing of the Department's agreement to the change(s).
- F. This Approval may be modified by the Department at any time, including additional limitations, requirements and/or special conditions. In the event the regulations governing activities authorized in this Approval are revised, this Approval may be modified.
- G. In the event that any condition of this Approval cannot be achieved or is violated, Securis shall immediately notify the Department and take action to correct the violation.

## II. GENERAL OPERATING CONDITIONS:

- A. Security  
Access to the Securis facility shall be controlled to prohibit the entry of unauthorized individuals.
- B. Access  
Representatives of DNREC may, at any reasonable time, inspect the operations described herein to verify compliance with the requirements of this approval, DRGSW, Delaware's *Regulations Governing Hazardous Waste* ("DRGHW"), and 7 *Del. C.* Chapters 60, 63, and 79.
- C. Dust control  
Securis shall provide adequate ventilation and other necessary controls to prevent the ingestion or inhalation of dust from the shredding process and to mitigate environmental risk from dust.
- D. Fire safety  
All electronics, and all waste, shall be managed in order to prevent the possibility of fires.
- E. Employee Health and Safety  
Employees shall work under appropriate health and safety guidelines established by the Occupational Safety and Health Administration. Use of personal protective equipment shall be in accordance with 29 CFR Part 1910.132 as a minimum. First aid equipment shall be maintained and available on site. Emergency telephone numbers of nearby ambulance, hospital, police and fire services shall be prominently displayed on site.
- F. Equipment Usage, Inspection and Maintenance  
The equipment consists of a pallet jack, hand truck, and hard drive shredder. Securis will use a combination of this equipment and manual labor to process the incoming waste material and to handle the final shredded waste. All operating



equipment shall be operated and inspected in accordance with the manufacturer's recommendation, permits, and this Approval. Equipment shall be maintained and operated in a manner that protects Securis employees, the public and the environment.

G. Training

All employees who are to work with the shredder shall have received initial training, within 180 days of hiring, in (1) Health and safety procedures, (2) Fire prevention and protection, and (3) Emergency first aid. Prior to working the shredder, employees shall receive training in equipment operation conducted by the equipment manufacturer's representative or another person specifically knowledgeable in the operation of the equipment. Training shall include the manufacturer's operating and maintenance manual, operation instruction, equipment safety features, and hazards that might be encountered. Unless otherwise specified by a nationally recognized training provider (for example, the American Red Cross as a training provider for First Aid), training shall be required initially and annually thereafter.

H. Recordkeeping:

1. Securis shall immediately provide training records to the Department upon request. These records shall document that the required training has been provided to all employees who are to work in the shredding area.
2. Securis shall record and maintain on site all data required by this Approval for a minimum of three (3) years and the records shall be immediately provided to the Department upon request, including:
  - a. Volume or tonnage of electronic waste accepted from each of Securis's clients, to include date and client name and address.
  - b. Volume or tonnage of hard drives shredded.
  - c. Volume or tonnage of electronic waste shipped, whether whole or shredded, to include description of waste, date of shipment, and destination.
  - d. Bills of lading for shipment of shredded hard drives for recycling.
  - e. Reports from all recycling facilities used including weight of the recycled waste and Certificate of Recycling or equivalent documentation.
  - f. Training records.

I. Reporting:

1. Quarterly:

The following information is required on a quarterly basis, to be received by the Department no later than the 15<sup>th</sup> (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup>) after every calendar quarter:

- a. The volume or tonnage of electronic waste accepted from each client, to include date received and client name and address



RECEIVED

MAY 19 2016

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

- b. Volume or tonnage of electronic waste shipped for recycling, whether whole or shredded, and the date and facility where sent. An attempt to provide a general description of the waste shall also be provided, i.e. CRT monitors, printers, shredded hard drives.
  - c. Reports from all recycling facilities including weight of the shredded waste that was recycled and associated Certificate of Recycling or equivalent documentation.
2. Annually:  
No later than February 1 of each calendar year, Securis shall submit an annual report for the previous calendar year which includes a summary of all of the information submitted in the quarterly reports. This report can be sent via email to Mindy.Anthony@state.de.us or a hard copy can be mailed to:

Mindy Anthony  
Delaware Department of Natural Resources and Environmental Control  
Solid and Hazardous Waste Management Section  
89 Kings Highway  
Dover, DE 19901

O. Authorized Waste:

Computers and accessories, LCD monitors and terminals, CRT monitors and terminals, printers, fax, or copy machines, and other assorted electronic equipment. Only hard drives that, prior to shredding, have had all mercury switches, mercury relays, nickel-cadmium batteries and lithium batteries removed are authorized.

P. Prohibited Waste:

The following is a list of prohibited wastes that shall not be accepted by Securis, though it is not intended to be all inclusive:

1. Hard drives containing mercury switches, mercury relays, nickel-cadmium batteries or lithium batteries
2. Plastics, glass, metal
3. Mixed municipal solid waste (trash/garbage), tires
4. Batteries
5. Biosolids and septage
6. Petroleum-containing materials or wastes
7. Medical wastes, radioactive materials, universal wastes or hazardous wastes

**III. RAW MATERIAL ACCEPTANCE, PROCESSING, AND STORAGE:**

A. Procedures for Waste Acceptance

Waste acceptance and processing shall be conducted in accordance with Securis's submitted *Warehouse Operating Plan*, DRGSW, DRGHW, Delaware Code, and the conditions below.



1. All electronic waste shall be sorted at the customer site, not at the Securis facility.
  2. All mercury switches, mercury relays, nickel-cadmium batteries, and lithium batteries shall have been removed from all hard drives.
  3. There shall be no disassembly or dismantlement of electronic waste at the Securis facility.
  4. All electronic waste that is not shredded shall be inventoried, weighed, packaged for shipping, and labeled.
  5. Hard drives to be shredded shall be inventoried, weighed, inspected and identified for shredding.
  6. If unauthorized wastes are found with a load of electronic waste, the unauthorized waste shall be lawfully managed onsite in a designated container and immediately returned to the generator for lawful disposal or recycling.
- B. Procedures for Processing of Waste
1. All shredding shall take place at the Securis facility.
  2. All shredded material shall be deposited into containers inside Securis's facility. Once a container is full, it shall be secured and prepared for shipping.
- C. Procedures for Storage of Waste
1. Electronic waste, whether whole or shredded, shall not be stored at the Securis facility for longer than thirty (30) days.
  2. The total amount of electronic waste stored on site, whether shredded or whole, shall not exceed 90 tons.
  3. All electronic waste, whether whole or shredded, shall be stored inside the Securis warehouse.

**IV. BENEFICIAL USE AND APPLICATION:**

Per the Securis Franchising Agreement, all electronic waste, whole and shredded, shall be sent to Securis Franchising in Chantilly, VA for recycling. It is Securis Delaware's responsibility to ensure that the appropriate recycling approvals have been obtained and maintained by the recycler.

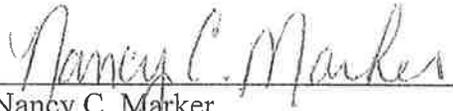
**V. ADDITIONAL CONDITIONS:**

- A. Should Securis desire to renew this Approval, Securis shall submit a new application no later than 120 days prior to its date of expiration. Securis may be required to submit additional documentation as needed at the Department's sole discretion.
- B. This Approval does not relieve Securis, nor any of its clients, from complying with any other applicable Federal, State, or Local laws, regulations or ordinances.
- C. Any violation of any condition of this Approval, regulation promulgated by the Department, Secretary's Orders, or provision of 7 Del. C. Chapters 60, 63, or 79



shall justify termination of this Approval, and implementation of appropriate enforcement action.

- D. Any violation of any regulatory law, regulation or ordinance for Securis Franchising shall justify termination.



Nancy C. Marker  
Environmental Program Administrator  
Solid and Hazardous Waste Management Section



Date





STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES  
SOLID AND HAZARDOUS WASTE MANAGEMENT SECTION

89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

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

December 17, 2014

Mr. Gregg Haslinsky, Owner  
Riverview Holdings, LLC DBA Securis Delaware  
18 Boulden Circle, Suite 4  
New Castle, DE 19720

Subject: Modification to Beneficial Use Determination #47/091216  
Reference: Securis Delaware BUD #47, File Code: 03.A

Dear Mr. Haslinsky:

Enclosed is a Beneficial Use Determination ("BUD") #47/091216B from the Solid and Hazardous Waste Management Section. At your request, the BUD has been modified to allow hard drive shredding to occur at the site of the customer as described in the BUD. This BUD is granted for two years and will expire on September 12, 2016.

If you have any questions concerning this BUD modification, please contact Mindy Anthony at (302) 739-9403 and select option 8.

Sincerely,

Nancy C. Marker  
Environmental Program Administrator  
Solid and Hazardous Waste Management Section

NCM:MA:krc  
Securis BUD 47-090516B Cover Letter 121714

Enclosure

RECEIVED  
JUN 22 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

*Delaware's good nature depends on you!*



RECEIVED  
JUN 22 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

BENEFICIAL USE DETERMINATION #47/091216B

Modification Date: December 17, 2014  
Original Issue Date: September 12, 2014  
Expiration Date: September 12, 2016

Facility Name: Riverview Holdings, LLC doing business as Securis Delaware  
Mailing Address: 18 Boulden Circle, Suite 4  
New Castle, DE 19720

Contact Person: Gregg Haslinsky, Owner  
Phone Number: (302) 262-9905

Location of Approved Activity: 18 Boulden Circle, Suite 4  
New Castle, DE 19720

---

I. GENERAL CONDITIONS:

- A. In accordance with Delaware's *Regulations Governing Solid Waste* ("DRGSW"), Section 2.5.2, the Department of Natural Resources and Environmental Control (the "Department") issues Beneficial Use Determination #47/091216B ("Approval") to Riverview Holdings, LLC doing business as Securis Delaware ("Securis") for accepting and temporarily storing electronic waste and shredding or degaussing computer hard drives for the sole purpose of recycling off site.
- B. This Approval shall be conducted in accordance with the conditions herein and with the following documents, as submitted to the Department: (1) Application for Beneficial Use Determination for accepting and temporarily storing electronic waste and for shredding or degaussing computer hard drives and associated documents, dated February 2014; (2) Financial assurance: a Standby Trust Agreement and an Irrevocable Standby Letter of Credit in the amount of \$14,800 dated August 4, 2014, associated documents, and subsequent changes to the letter of credit per updated closure cost estimates that have been approved by the Solid and Hazardous Waste Management Section ("SHWMS"); (3) Closure cost estimate dated June 12, 2014; (4) Addendum A to Warehouse Operating Plan dated October 20, 2014, and (5) other procedures and policies specifically referenced in this Approval. Conditions of this Approval shall take precedence over any of the above listed documents. Failure to comply with any condition of this approval or any provisions within the aforementioned documents is a violation of this Approval.



- C. Securis shall, upon request, present a copy of this Approval to any law enforcement officer or representative of the Department.
- D. Securis shall notify the Department in writing within twenty-four (24) hours of any changes in the ownership, operators, name, or company officials.
- E. Securis shall notify the Department in writing at least thirty (30) days prior to the anticipated need to implement any change to waste characteristics, changes that will alter the beneficial use of the incoming waste material or of the shredded or degaussed hard drives, or changes to processes, operations, or procedures described in the Application documents referenced above in section I.B., or to this Approval. Securis shall not implement said changes unless and until they have been notified in writing of the Department's agreement to the change(s).
- F. This Approval may be modified by the Department at any time, including additional limitations, requirements and/or special conditions. In the event the regulations governing activities authorized in this Approval are revised, this Approval may be modified.
- G. In the event that any condition of this Approval cannot be achieved or is violated, Securis shall immediately notify the Department and take action to correct the violation.

## II. GENERAL OPERATING CONDITIONS:

- A. Security  
Access to the Securis facility and vehicle shall be controlled to prohibit the entry of unauthorized individuals.
- B. Access  
Representatives of DNREC may, at any reasonable time, inspect the operations described herein to verify compliance with the requirements of this approval, DRGSW, Delaware's *Regulations Governing Hazardous Waste* ("DRGHW"), and 7 *Del. C.* Chapters 60, 63, and 79.
- C. Dust control  
Securis shall provide adequate ventilation and other necessary controls to prevent the ingestion or inhalation of dust from the shredding process and to mitigate environmental risk from dust.
- D. Fire safety  
All electronics, and all waste, shall be managed in order to prevent the possibility of fires.
- E. Employee Health and Safety  
Employees shall work under appropriate health and safety guidelines established by the Occupational Safety and Health Administration. Use of personal protective equipment shall be in accordance with 29 CFR Part 1910.132 as a minimum. First aid equipment shall be maintained and available on site. Emergency telephone numbers of nearby ambulance, hospital, police and fire services shall be prominently displayed on site.



F. Equipment Usage, Inspection and Maintenance

The equipment consists of a pallet jack, hand truck, hard drive shredder and Securis vehicle. The Securis vehicle shall be completely enclosed and sealed from external conditions and tampering. Securis will use a combination of this equipment and manual labor to process the incoming waste material and to handle the final shredded waste. All operating equipment shall be operated and inspected in accordance with the manufacturer's recommendation, permits, and this Approval. Equipment shall be maintained and operated in a manner that protects Securis employees, the public and the environment.

G. Training

All employees who are to work with the shredder shall have received initial training, within 180 days of hiring, in (1) Health and safety procedures, (2) Fire prevention and protection, and (3) Emergency first aid. Prior to working the shredder, employees shall receive training in equipment operation conducted by the equipment manufacturer's representative or another person specifically knowledgeable in the operation of the equipment. Training shall include the manufacturer's operating and maintenance manual, operation instruction, equipment safety features, and hazards that might be encountered. Unless otherwise specified by a nationally recognized training provider (for example, the American Red Cross as a training provider for First Aid), training shall be required initially and annually thereafter.

H. Recordkeeping:

1. Securis shall immediately provide training records to the Department upon request. These records shall document that the required training has been provided to all employees who are to work in the shredding area.
2. Securis shall record and maintain on site all data required by this Approval for a minimum of three (3) years and the records shall be immediately provided to the Department upon request, including:
  - a. Volume or tonnage of electronic waste accepted from each of Securis's clients, to include date and client name and address.
  - b. Volume or tonnage of hard drives shredded.
  - c. Volume or tonnage of electronic waste shipped, whether whole or shredded, to include description of waste, date of shipment, and destination.
  - d. Bills of lading for shipment of shredded hard drives for recycling.
  - e. Reports from all recycling facilities used including weight of the recycled waste and Certificate of Recycling or equivalent documentation.
  - f. Training records.

I. Reporting:

1. Quarterly:



The following information is required on a quarterly basis, to be received by the Department no later than the 15<sup>th</sup> (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup>) after every calendar quarter:

- a. The volume or tonnage of electronic waste accepted from each client, to include date received and client name and address
  - b. Volume or tonnage of electronic waste shipped for recycling, whether whole or shredded, and the date and facility where sent. An attempt to provide a general description of the waste shall also be provided, i.e. CRT monitors, printers, shredded hard drives.
  - c. Reports from all recycling facilities including weight of the shredded waste that was recycled and associated Certificate of Recycling or equivalent documentation.
2. Annually:  
No later than February 1 of each calendar year, Securis shall submit an annual report for the previous calendar year which includes a summary of all of the information submitted in the quarterly reports. This report can be sent via email to Mindy.Anthony@state.de.us or a hard copy can be mailed to:

Mindy Anthony  
Delaware Department of Natural Resources and Environmental Control  
Solid and Hazardous Waste Management Section  
89 Kings Highway  
Dover, DE 19901

J. Authorized Waste:

Computers and accessories, LCD monitors and terminals, CRT monitors and terminals, printers, fax, or copy machines, and other assorted electronic equipment. Only hard drives that, prior to shredding, have had all mercury switches, mercury relays, nickel-cadmium batteries and lithium batteries removed are authorized.

K. Prohibited Waste:

The following is a list of prohibited wastes that shall not be accepted by Securis, though it is not intended to be all inclusive:

1. Hard drives containing mercury switches, mercury relays, nickel-cadmium batteries or lithium batteries
2. Plastics, glass, metal
3. Mixed municipal solid waste (trash/garbage), tires
4. Batteries
5. Biosolids and septage
6. Petroleum-containing materials or wastes
7. Medical wastes, radioactive materials, universal wastes or hazardous wastes



### III. RAW MATERIAL ACCEPTANCE, PROCESSING, AND STORAGE:

#### A. Procedures for Waste Acceptance

Waste acceptance and processing shall be conducted in accordance with Securis's submitted *Warehouse Operating Plan* and *Addendum A*, DRGSW, DRGHW, Delaware Code, and the conditions below.

1. All electronic waste shall be sorted at the customer site, not at the Securis facility.
2. All mercury switches, mercury relays, nickel-cadmium batteries, and lithium batteries shall have been removed from all hard drives.
3. There shall be no disassembly or dismantlement of electronic waste at the Securis facility.
4. All electronic waste that is not shredded shall be inventoried, weighed, packaged for shipping, and labeled.
5. Hard drives to be shredded shall be inventoried, weighed, inspected and identified for shredding.
6. If unauthorized wastes are found with a load of electronic waste, the unauthorized waste shall be lawfully managed onsite in a designated container and immediately returned to the generator for lawful disposal or recycling.
7. All hard drives to be shredded shall be placed in Securis' vehicle and shall be secured within the vehicle.

#### B. Procedures for Processing of Waste

1. Shredding may take place at the Securis facility or at the customer site if required by the customer.
2. All shredded material shall be immediately and directly deposited into containers inside Securis' facility or inside Securis' vehicle if shredding is conducted at the customer site. Waste shall be secured and prepared for shipping when the container becomes full, when the job is complete at a site, or at the end of each operating day, whichever comes first.

#### C. Procedures for Storage of Waste

1. Securis' vehicle shall be secured at all times when it contains electronic waste, including shredded hard drives.
2. All electronic waste, whether whole or shredded, shall be stored inside the Securis warehouse. Waste shall not be stored in Securis' vehicle beyond the day on which it was collected or shredded.
3. The total amount of electronic waste stored on site and in Securis' vehicle, whether shredded or whole, shall not exceed 90 tons.
4. Electronic waste, whether whole or shredded, shall not be stored at the Securis facility for longer than thirty (30) days.

### IV. BENEFICIAL USE AND APPLICATION:

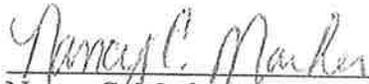
Per the Securis Franchising Agreement, all electronic waste, whole and shredded, shall be sent to Securis Franchising in Chantilly, VA for recycling. It is Securis



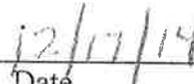
Delaware's responsibility to ensure that the appropriate recycling approvals have been obtained and maintained by the recycler.

V. ADDITIONAL CONDITIONS:

- A. Should Securis desire to renew this Approval, Securis shall submit a new application no later than 120 days prior to its date of expiration. Securis may be required to submit additional documentation as needed at the Department's sole discretion.
- B. This Approval does not relieve Securis, nor any of its clients, from complying with any other applicable Federal, State, or Local laws, regulations or ordinances.
- C. Any violation of any condition of this Approval, regulation promulgated by the Department, Secretary's Orders, or provision of 7 *Del. C.* Chapters 60, 63, or 79 shall justify termination of this Approval, and implementation of appropriate enforcement action.
- D. Any violation of any regulatory law, regulation or ordinance for Securis Franchising shall justify termination.

  
\_\_\_\_\_  
Nancy C. Marker

Environmental Program Administrator  
Solid and Hazardous Waste Management Section

  
\_\_\_\_\_  
Date





MATTIONI

COUNSELORS AT LAW

PLEASE REPLY TO: PHILADELPHIA

FILE NO.:

mmattioni@mattioni.com

November 22, 2013

Department of State  
Corporation Bureau  
206 North Office Building  
Harrisburg, PA 17120

Re: **Riverview Holdings, LLC**

Dear Sir or Madam:

Enclosed are the original and one copy each of Certificate of Organization and Docketing Statement regarding the above-referenced entity. Please time stamp the copy of the Certificate and return to our office in the envelope provided. Our check in the amount of \$125.00 is also enclosed as the filing fee.

If you have any questions, please contact our office. Thank you for your attention to this matter.

Very truly yours,

MATTIONI, LTD.

Michael Mattioni

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

MM:smb

Enclosures

**FEDERAL EXPRESS**

cc: Gregg Haslinsky (w/encs.)

**MATTIONI, LTD.**

PHILADELPHIA OFFICE | 399 MARKET STREET, SUITE 200, PHILADELPHIA, PA 19106 | PHONE: 215-629-1600 | FAX: 215-923-2227  
NEW JERSEY OFFICE: | 1316 KINGS HIGHWAY, SWEDESBORO, NJ 08085 | PHONE: 856-241-9779 | FAX: 856-241-9989  
WWW.MATTIONI.COM



PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Certificate of Organization  
Domestic Limited Liability Company  
(15 Pa.C.S. § 8913)

Name		
Michael Mattioni, Esquire		
Address		
399 Market Street, Suite 200		
City	State	Zip Code
Philadelphia	PA	19106-2138

Document will be returned to the name and address you enter to the left.

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):  
Riverview Holdings, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
116 Pine Street, Suite 320	Harrisburg	PA	17101	Dauphin
(b) Name of Commercial Registered Office Provider				County
c/o: C T Corporation System				

3. The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name	Address
Michael Mattioni	399 Market Street, Suite 200, Philadelphia, PA 19106-2138







# **RIVERVIEW HOLDINGS, LLC**

## **Additional Provision to Certificate of Organization**

8. The limited liability company shall have perpetual existence.

**RECEIVED**  
**MAY 16 2016**  
**SOLID & HAZARDOUS WASTE**  
**MANAGEMENT SECTION**



Docketing Statement DSCB:15-134A (Rev 2012)  
Departments of State and Revenue

One (1) required

**BUREAU USE ONLY:**

Dept. of State Entity # \_\_\_\_\_

Dept. of Rev. Box # \_\_\_\_\_

Filing Period \_\_\_\_\_ Date 3 4 5 \_\_\_\_\_

SIC/NAICS \_\_\_\_\_ Report Code \_\_\_\_\_

**Check proper box:**

*Pennsylvania Entities*

<input type="checkbox"/>	business stock
<input type="checkbox"/>	business non-stock
<input type="checkbox"/>	professional
<input type="checkbox"/>	nonprofit stock
<input type="checkbox"/>	nonprofit non-stock
<input type="checkbox"/>	statutory close
<input type="checkbox"/>	management
<input type="checkbox"/>	cooperative
<input type="checkbox"/>	insurance
<input type="checkbox"/>	benefit
<input checked="" type="checkbox"/>	limited liability company
<input type="checkbox"/>	restricted professional
<input type="checkbox"/>	limited liability company
<input type="checkbox"/>	business trust

*Foreign Entities*

State/Country \_\_\_\_\_ Date \_\_\_\_\_

<input type="checkbox"/>	business
<input type="checkbox"/>	benefit
<input type="checkbox"/>	nonprofit
<input type="checkbox"/>	limited liability company
<input type="checkbox"/>	restricted professional
<input type="checkbox"/>	limited liability company
<input type="checkbox"/>	business trust

*Other*

<input type="checkbox"/>	domestication
<input type="checkbox"/>	division
<input type="checkbox"/>	consolidation

1. Entity Name:  
Riverview Holdings, LLC

2. Individual name and mailing address responsible for initial tax reports:

Gregg Haslinsky	116 Pine Street, Suite 320	Harrisburg	PA	17101
Name	Number and street	City	State	Zip

3. Description of business activity:  
Recycling

4. Specified effective date, if any:  
\_\_\_\_\_  
month/day/year      hour, if any

5. EIN (Employer Identification Number), if any:  
\_\_\_\_\_

6. Fiscal Year End:  
December 31

7. Fictitious Name (only if foreign corporation is transacting business in PA under a fictitious name):  
\_\_\_\_\_

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION



LICENSE NO. 2014602203 DORBL

STATE OF DELAWARE  
DIVISION OF REVENUE

**VALID**  
01/01/16 - 12/31/16  
NOT TRANSFERABLE

POST CONSPICUOUSLY

DLN: 16 98003 73

BUSINESS CODE 058  
GROUP CODE 007

LICENSED ACTIVITY PERSONAL SERVICES-WAREHOUSEPERSON  
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 01/01/16

\*\*VALIDATED\*\*

**2016**

LICENSE FEE: \$ 75.00

MAILING ADDRESS

**BUSINESS LICENSE**

BUSINESS LOCATION

RIVERVIEW HOLDINGS LLC  
13 PARKWOOD RD  
PENNSVILLE NJ 08070-1734



RIVERVIEW HOLDINGS LLC  
18 BOULDEN CIR STE 4  
NEW CASTLE DE 19720-3494

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.

PATRICK T. CARTER  
DIRECTOR OF REVENUE

**IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION**

Federal E.I. No. or  
Social Security Number 1 46425 0695 001

Business Code 058  
Group Code 007

Licensed Activity PERSONAL SERVICES-WAREHOUSEPERSON  
PROFESSIONAL AND/OR PERSONAL SERVICES

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

**REPLACEMENT LICENSES**

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

**OTHER IMPORTANT INFORMATION**

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at [www.revenue.delaware.gov](http://www.revenue.delaware.gov). You must **submit all business tax returns** filed with the Division of Revenue **under the same identification number**. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

**RECEIVED**

JUN 22 2016

**INTERNET SITE**

The Division of Revenue web address is: [www.revenue.delaware.gov](http://www.revenue.delaware.gov). Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.



STATE OF DELAWARE  
CERTIFICATE OF REGISTRATION  
OF A FOREIGN LIMITED LIABILITY COMPANY

The foreign limited liability company hereby certifies as follows:

1. The name under which the foreign limited liability company is registering in the State of Delaware is Securis Delaware, LLC

(The name under which the foreign limited liability company was formed is Riverview Holdings, LLC)

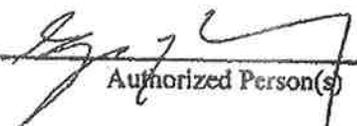
2. The foreign limited liability company was formed under the laws of Pennsylvania on 11/25/2013  
As of the date of this filing; the foreign limited liability company validly exists as a limited liability company under the laws of the jurisdiction of its formation.

3. The nature of the business or purposes to be conducted or promoted by the foreign limited liability company in the State of Delaware is as follows:  
Warehousing

4. The Registered Office of the foreign limited liability company in the State of Delaware is located at 18 Boulden Circle  
(street), in the City of New Castle, Zip Code 19720  
The name of the Registered Agent at such address upon whom process against this foreign limited liability company may be served is Greg Haslinsky

5. The date on which the foreign limited liability company first did or intends to do business in the State of Delaware is April 15, 2014

6. The Secretary of State of the State of Delaware is appointed the agent of the foreign limited liability company for service of process under the circumstances set forth in Title 6, Section 18-910(b) of the Delaware Code.

By:   
Authorized Person(s)

Name: Greg Haslinsky  
Print or Type

RECEIVED

JUN 22 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION





THIS MAP IN WHOLE OR IN PART MAY NOT BE PRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN PERMISSION OF THE DEPARTMENT OF LAND USE OF NEW CASTLE COUNTY.



**LEGEND**

- ZONING LINE
- - - CORPORATE LIMIT LINE
- HYDROLOGY LINE
- PARCEL LINE
- ZONING EXHIBIT LINE
- REZONING ORDINANCE
- SR ZONING CLASSIFICATION

NC2A	Single Family (2 ac.)
NC40	Single Family (40,000 sq. ft.)
NC21	Single Family (21,000 sq. ft.)
NC15	Single Family (15,000 sq. ft.)
NC12	Single Family (12,000 sq. ft.)
NC4.5	Single Family (6,500 sq. ft.)
NC5	Single Family (5,000 sq. ft.)
NC12	Single-Family
NC14	Townhomes
NC14	Condo Apartments

**ZONING CLASSIFICATIONS**

NC14	Apartment
NC14D	Existing Planned Development
NC14M	Manufactured Mobile
S	Suburban
ST	Suburban Transition
SE	Suburban Estate
SR	Suburban Reserve
TR	Traditional Neighborhood
CN	Commercial Neighborhood
CR	Commercial Regional

OR	Office Neighborhood
OR	Office Regional
BP	Business Park
I	Industrial
HI	Heavy Industrial
EX	Extraction

**OVERLAY DISTRICTS**

H	Historic Preservation
AG	Agricultural Preservation
CL	Development Option

**NEW CASTLE COUNTY, DE  
OFFICIAL ZONING MAP**

ADOPTED SEPTEMBER 22, 1998 MAP NO.

GRID BASED ON THE DELAWARE  
STATE PLANE COORDINATE SYSTEM

0 200 400 800 Feet

**43**

REVISED 06/16/04

SR = ZONED Industrial

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

**CLOSURE PLAN**  
**FOR**  
**Riverview Holdings, LLC**

**LOCATION**

**18 Boulden Circle**  
**New Castle, DE 19720**

**QUESTIONS CONCERING THIS PLAN CAN BE DIRECTED TO**

**Gregg Haslinsky**  
**18 Boulden Circle**  
**New Castle, DE 19720**  
**Phone 917-751-3671**  
**[ghaslinksy@gmail.com](mailto:ghaslinksy@gmail.com)**

**RECEIVED**  
**MAY 16 2016**  
**SOLID & HAZARDOUS WASTE**  
**MANAGEMENT SECTION**



## I. SUMMARY

Riverview Holdings, LLC will be offering various services to the business community to include Asset Auditing, Data Destruction and E Waste Recycling services. The primary focus of the recycling business is to target commercial businesses and manage their Information Technology (IT) end of life assets. The facility located at 18 Boulden Circle will store these end of life assets for a maximum period of 90 days.

## II. PROCEDURE AND PROCESS

- A. All end of life assets outlined in "Plan of Operation" "Section VII" and stored as outlined and waiting transfer at the facility will be handled in accordance with the warehouse operating plan "specifically" "Section VII"

## III. ESTIMATE COST TO CLOSE FACILITY

- A. Defined in "Section VIII" of the "Plan of Operation" \_ maximum storage capacity is 180,000 pounds or 90 tons.
- B. Utilizing a 53 foot trailer loaded to DOT requirements would require 5 loads.
- C. Estimating current freight rates to local R2, E Stewarts or State Approved Facility is \$200.00 per load ( $\$200.00 \times 5 = \$1,000.00$ )
- D. Warehouse help 2 days 7 hours per day \*2 workers @ \$9.00 per hour  
( $28\text{hrs} \times 9.00 = \$252.00$ )
- E. Total cost to close facility  $\$1,000.00 + \$252.00 = \$1,252.00$

## IV. POST CLOSURE

- A. As required by attached lease agreement property will be return to lessor under the terms and conditions of the lease. (*Attached*)

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**



RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

## Sims Metal Management

1580 Hurffville Road  
Deptford, NJ 08080

Sims provides electronics recycling services for waste collectors and metals recycling companies. With strong logistics support and unsurpassed recycling capabilities, these streamlined and efficient programs provide a dependable and compliant solution for waste collectors and haulers.

**We pay competitive rates and have a range of specialized logistics equipment and services to support efficient collection programs. When you need no-nonsense and timely pickups of collected electronics, trust Sims.**

### Benefits include:

- Roll of bins and containers sized to meet your needs.
- A national and global network of electronics recycling facilities to responsibly process all collected equipment.
- Online portal to request pickups, verify weights, payments and order history.
- Support for one-time projects and ongoing collection programs

## Comprehensive Collection and Recycling Programs

### Global Footprint Ensures Adequate Capacity

Using environmentally responsible processes, Sims recycles end-of-life electronics at our multiple locations globally, so clients can be sure we always have the capacity and the infrastructure necessary to provide you with comprehensive, cost-effective and sustainable collection and recycling programs.

### Certified Processing Facilities

Sims Recycling Solutions is uniquely positioned to help you navigate the complex matrix of regional and federal laws and implement electronic recycling programs to meet your take-back requirements for each jurisdiction. Our major facilities have been certified ISO 14001 and OHSAS 18001 certifications. Our U.S. facilities are R2:2013 certified. In addition to these certifications, all facilities must follow established corporate environmental and safety standards that further protect our clients and employees from the hazards associated with recycling used electronics.



**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

## TBS Industries

4211 Van Kirk St  
Philadelphia, PA 19135  
Ph: (215) 535-6500

### Why Recycle Your Computers With TBS?

TBS Industries is an industry leader in computer recycling services. We provide a comprehensive suite of services designed to fulfill the needs of our clients, regardless of the scale of their business. Computer recycling is a very broad term that describes a collection of related services provided by TBS. Our services begin with the collection of materials, either by pickup, eWaste box, or customer delivery. We immediately inventory the incoming materials, separating scrap from working or salvageable units, which are then moved into our processing stream.

### The De-manufacturing Process

Scrap computers are completely dismantled in our de-manufacturing process, which starts out by salvaging the useable components, and then separating the remainder into commodity streams, such as scrap steel, plastic, copper wire, etc. The separated material is then further refined to supply the needs of industry for new manufacturing. Working units are remarketed through a variety of channels, assuring the maximum return possible for our clients.

### Complete Data Security

During the process of computer recycling, many computers will be processed which still include sensitive data on their hard disk drives. Based on our contracts, TBS will crush, shred, or fully data-wipe the hard drives, to the standards used by the US Department of Defense. This process includes a full "7-times" data wipe and overwrite, eliminating the possibility of data recovery.

### Certificate of Destruction or Disposal

TBS will issue a Certificate of Destruction for any equipment that is crushed or shredded, or a Certificate of Disposal for equipment that is slated for remarketing. This allows our clients to demonstrate a complete change of ownership, and will provide them with all the legal assurances that they have transferred title to the equipment. This certificate will help prevent future liabilities on equipment that is handled through TBS Industries.

### We Buy Scrap Material

TBS also provides an outlet for companies that are generators of scrap metals. Due to our vertically situated company, we are able to offer the highest prices in the industry on all classifications of scrap material. TBS will also provide third-party representation for companies that prefer to have their material shredded or refined, or we will purchase bulk material outright if you would prefer.



# Metal Recycling & Processing “MRP”

260 Schilling Cir,  
Cockeysville, MD 21031, USA

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

With over 25 years in the precious, ferrous and non-ferrous metal refining business, MRP Company has the knowledge to accurately identify the value of your scrap metal. We offer our customers two options: Direct Buy or Consignment.

**Direct Buy Program:** MRP assesses the value of your e-scrap and we purchase it outright.

**Consignment Program:** MRP handles the complicated process from shipping material directly to the smelter, confirming receipt, testing and final value determination. A transparent transaction, we keep you in the loop throughout the entire process, including the end when you receive actual refining reports from the smelters showing you your returns.

Precious Metals Gallery MRP Company has the ability to handle any size load of your precious metal. With over 25 years experience in the precious metal refining business, we have the knowledge to accurately identify the values of your precious metal scrap.

**Non-Ferrous Metals Gallery MRP Company purchases all scrap commodities that come from the processing of electronic waste.** We are committed to our customers. MRP audits all of our downstream vendors, ensuring that all scrap materials will be processed with the highest level of integrity and quality assurance.

**R2 RIOS™ Certified** R2 RIOS™ is a combination of the Responsible Recycling (R2) Practices and the Recycling Industry Operating Standard™ (RIOS™).

MRP Company has received its R2/RIOS™ certification for demonstrating that their electronics equipment is being recycled with the highest standards for environmental protection, worker health and safety, data privacy, and facility security. To read more about R2 RIOS™ click the link below.

**ISRI Member** MRP Company is a long-standing member of the Institute of Scrap Recycling Industries, Inc. (ISRI).



**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

## SULLIVAN SCRAP METALS

2710 E. Westmoreland St.  
Philadelphia, PA 19134

Sullivan's Scrap Metals is a Pennsylvania scrap metal processing company which specializes in the **purchase of both ferrous and non ferrous metals and Electronic Scrap (E-Scrap)**

We are the initial step in the manufacture of new material.

We serve all levels of those who generate, or accumulate, scrap metals. Backed by our fast and friendly service, we take care of the customer regardless of the quantity. Our consulting service can show you how to more effectively manage your scrap and maximize your return. Continually striving to exceed the expectations of our customers, we partner with our clients to better suit their needs.

We are headquartered in the historic city of Philadelphia with locations in Philadelphia and Bucks county.





# Riverview Holdings, LLC

## EVIDENCE THAT PRODUCT WILL NOT ADVERSELY AFFECT HUMAN HEALTH AND ENVIRONMENT

### LOCATION

18 Boulden Circle  
New Castle, DE 19720

### RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

QUESTIONS CONCERNING THIS STATEMENT CAN BE DIRECTED TO

Gregg Haslinsky

18 Boulden Circle

New Castle, DE 19720

Phone 917-751-3671

[ghaslinsky@gmail.com](mailto:ghaslinsky@gmail.com)



A. SUMMARY

- Riverview Holdings, LLC will be offering various services to the business community to include Asset Auditing, Data Destruction and E Waste Recycling services.

B. EQUIPMENT

- 1) As defined in the "PLAN" (Section VII) all equipment collected will remain in the condition received. Accepted equipment will not be disassembled or dismantled. Once equipment is received at the facility all equipment will be inventoried and prepared for shipping per requirements defined in "PLAN" (Section VII).
- 2) The business plan does not include and will not participate in shredding of whole or intact electronic equipment. Shredding will only be use to protect the confidential data of our customers. The "Hard Drive" will be the only component removed from any Electronic device and shredded. All Mercury switches, relays, lithium batteries and nickel-cadmium batteries or any other system will remain with the Electronic equipment/device. Once the "Hard Drive" is removed from the equipment/device, it will be tagged, inventoried and inspected for any other attached material. Any attached material will be returned to the device or equipment. Mercury switches, relays, lithium batteries and nickel-cadmium batteries are not part of the hard drive and will not be part of the shredding process.
- 3) Equipment collected as outlined in the "Plan" is typical or normal Electronic equipment used in office settings, retail and residential space.

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**



# STANDBY TRUST AGREEMENT

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

As Required by **APPENDIX G to Section 4.1.11**

Standby Trust Agreement, the "Agreement," entered into as of August 4, 2014 by and between Riverview Holdings, LLC, a Pennsylvania proprietorship, the "Grantor," and Wilmington Savings Fund Society, FS, a national bank, the "Trustee."

Whereas, the Delaware Department of Natural Resources and Environmental Control (the "Department") has established certain regulations applicable to the Grantor, requiring that an owner or operator of E-Waste Recycling shall provide assurance that funds will be available when needed for closure and/or post-closure care of the E-Waste Recycling operation,

Whereas, the Grantor has elected to establish letter of credit (# 14-44) to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Secretary" means the chief administrator and head of the Delaware Department of Natural Resources and Environmental Control and any successor.

Section 2. Identification of Facilities and Cost Estimates. This agreement pertains to the E-Waste Recycling Operation and cost estimates identified on attached Schedule A, for each facility list the EPA Identification Number, name, address, and the current closure and/or post-closure cost estimates, or portions thereof, for which financial assurance is demonstrated by this Agreement].

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund" for the benefit of the Department. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or

adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Department.

Section 4. Payment for Closure and Post Closure Care. The Trustee shall make payments from the Fund as the Department shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the E Waste Recycling operation covered by this Agreement in accordance with the activities specified in Schedule A and the Delaware Regulations Governing Solid Waste applicable to closure and post-closure. The Trustee shall reimburse to the Grantor or other persons as specified by the Department from the Fund for closure and post-closure expenditures in such amounts as the Department shall direct in writing. In addition, the Trustee shall refund the Grantor such amounts as the Department specifies in writing. The Department shall direct reimbursements in accordance with the procedures set forth in the Delaware Regulations Governing Solid Waste. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

i. Securities or other obligations of the Grantor, or any other owner or operator of the E-Waste Recycling Operation, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

ii. The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

iii. The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

a. To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all the provisions thereof, to be commingled with the assets of other trusts participating therein; and

b. To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United State Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

Section 10. Valuation and Adjustment. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Department's Solid & Hazardous Waste Management Branch a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Department shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matter disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Department's Solid & Hazardous Waste Management Branch, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests and instructions by the Department to the Trustee shall be in writing, signed by the Secretary or the manager of the Department's Solid & Hazardous Waste Management Branch, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Department hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Department, except as provided for herein.

Section 15. Amendment of agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Department, or by the Trustee and the Department if the Grantor ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and Department, or by the Trustee and the Department, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Department issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event of the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Delaware.

Section 19. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of the Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

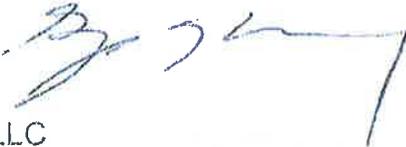
Section 20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

In witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

Signature of Grantor   
Owner  
Riverview Holdings, LLC

Attest:   
Title Branch manager



Signature of Trustee   
Title V.P. WSFS BANK  
WSFS

Attest:   
Title Branch manager

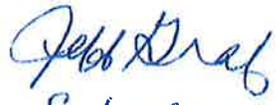
CERTIFICATION OF ACKNOWLEDGMENT

State of Delaware  
County of New Castle

On this August 6, 2014, before me Gregory Haslinsky, Owner, personally came to me known, who, being by me duly sworn, did depose and say that she/he resides at 13 Parkwood Rd Pennsville, NJ, that she/he is Owner of Riverview Holdings, LLC, the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

Signature of Notary Public

**JEFF GRAF**  
Notary Public - State of Delaware  
My Comm. Expires January 11, 2015

  
8-6-2014

13 DE Reg. 1093 (02/01/10)

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

**COPY**

WSFS Bank Center  
500 Delaware Avenue  
Wilmington, Delaware 19801  
302-792-6000  
www.wsfsbank.com

**IRREVOCABLE STANDBY LETTER OF CREDIT**

NUMBER 14-44

ISSUE DATE: August 4, 2014

BENEFICIARY: The Secretary of the Department of Natural Resources and Environmental Control, State of Delaware, 89 Kings Highway, Dover DE 19901

APPLICANT: Riverview Holdings, LLC

Issuance Date: August 4, 2014 Expiration Date: August 4, 2015

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No.14-44 in your favor, at the request and for the account of Riverview Holdings, LLC, 13 Parkwood Road, Pennsville, NJ 08070, up to the aggregate amount of Fourteen Thousand Eight Hundred and 00/100 U.S. Dollars (\$14,800.00), available upon presentation of:

1. your sight draft, bearing reference to this letter of credit no. 14-44 and,
2. your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of Title 7 of the Delaware Code, Chapter 60.

This letter of credit is effective as of August 4, 2014 and shall expire on August 4, 2015, but such expiration date shall be automatically extended for a period of one year on August 4, 2015 and on each successive expiration date, unless at least 120 days before the current expiration date, we notify (1) you, (2) the Solid & Hazardous Waste Management Branch, and (3) Riverview Holdings, LLC by nationally recognized overnight courier service or upon receipt if delivered personally, that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available, upon presentation of your sight draft, for 120 days or until the letter of credit has expired, whichever is later.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Riverview Holdings, LLC in accordance with your instructions.

This standby letter of credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 and subsequent revisions thereof.



We Stand For Service™

WSFS Bank Center  
500 Delaware Avenue  
Wilmington, Delaware 19801  
302-792-6000  
www.wsfsbank.com

RECEIVED  
3/11/14  
JOSHUA LOOSE, VICE PRESIDENT  
WILMINGTON SAVINGS FUND SOCIETY, FSB

Very truly yours,

Joshua Loose, Vice President

Wilmington Savings Fund Society, FSB

(302) 571-5263



# LETTER OF CREDIT REIMBURSEMENT AGREEMENT

Dated as of August 4, 2014

The undersigned **Riverview Holdings, LLC** (the "Applicant") has requested that **Wilmington Savings Fund Society, FSB** ("WSFS") issue its Letter of Credit No 14-44 in favor of **The Secretary of the Department of Natural Resources and Environmental Control, State of Delaware** (the "Beneficiary") in the form of Exhibit A attached hereto (the "Letter of Credit") for its account and WSFS has agreed to issue the Letter of Credit.

In consideration of and to induce WSFS to issue the Letter of Credit, Applicant (if more than one Applicant, each Applicant, jointly and severally) and WSFS hereby agree as follows:

## ARTICLE I - DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

**"Business Day"** means a day on which WSFS is open to the public for business at its principal office in Wilmington, Delaware.

**"Collateral"** means the property of Applicant (i) designated on Exhibit B attached hereto and/or (ii) in which WSFS has a lien or security interest under the terms of any of the Security Documents.

**"Financing Statements"** means all such Uniform Commercial Code financing statements and like public filings as WSFS may reasonably require, in proper form, duly executed by Applicant or others to give notice of and to perfect or to continue perfection of WSFS' security interest in the Collateral.

**"Person"** means an individual, partnership, corporation, limited liability company or partnership, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

**"Prime Rate"** means the rate of interest publicly announced by WSFS in Wilmington, Delaware, from time to time as its prime rate of interest plus 3% per annum (hereafter referred to as "Interest Rate"). All calculations of interest measured by the Prime Rate shall be determined on the basis of a 360 day year for actual days elapsed.

**"Security Documents"** means this Agreement and the Financing Statements and also, if applicable, the Loan Agreement, and other related documents between Applicant and WSFS dated as of August 14, 2014

**"Stated Amount"** means the amount of 14,800.00 initially available to be drawn under the Letter of Credit.

**"Termination Date"** means the date on which the Letter of Credit expires in accordance with the terms of the third paragraph thereof.

## ARTICLE II - REIMBURSEMENT AND OTHER PAYMENTS

### 2.1 Reimbursement Obligation

(a) Each Applicant (if more than one Applicant, each Applicant, jointly and severally) hereby agrees to pay to WSFS:

- (i) No later than the close of business on the first Business Day following any date on which any amount is paid pursuant to a drawing under the Letter of Credit, a sum (and interest on such sum as provided in Section 2.1(a)(ii) below) equal to the amount so drawn under the Letter of Credit; and interest on any and all amounts owing to WSFS and remaining unpaid by Applicant from the date such amounts become payable (being the opening of business on the date of any draw, in the case of a drawing under the Letter of Credit) until paid in full, payable on demand, at a fluctuating interest rate per annum equal to the Prime Rate plus three percent (3.00%).
- (ii) Any charges that WSFS is obligated to pay the nominees of Applicant pursuant to Rule 8.02(a) of "ISP98" (as defined in Section 6.11 hereof).

### 2.2

In consideration of the issuance of the Letter of Credit, Applicant hereby agrees to pay to WSFS a letter of credit fee, computed (on the basis of a 360-day year) on the Stated Amount at the rate of one and one half percent (1.50%).

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

### **2.3 Authorization to Charge Accounts**

WSFS is hereby authorized to charge each Applicant's account(s), maintained with WSFS, for any and all amounts due to WSFS hereunder.

### **ARTICLE III - OBLIGATIONS ABSOLUTE**

The obligations of Applicant arising under this Agreement shall be absolute, unconditional and irrevocable, and any amounts owed by Applicant hereunder shall be paid strictly in accordance with the terms hereof, under all circumstances whatsoever, including, without limitation, the following circumstances:

- (a) Any lack of validity or enforceability of all or any of the Security Documents;
- (b) Any amendment or waiver of, or any consent to departure from, the terms of the Security Documents (excluding any amendment or waiver of, or any consent to departure from, the terms of the Letter of Credit which has not been consented to by Applicant);
- (c) The existence of any claim, set-off, defense or other right which Applicant may have at any time against the Beneficiary (or any Person for whom the Beneficiary may be acting), any affiliates of the Beneficiary, or any other Person or entity, whether in connection with this Agreement, the Security Documents or any unrelated transactions;
- (d) Any statement or any other document presented under the Letter of Credit proving to be forged, fraudulent, illegal, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (e) Payment by WSFS under the Letter of Credit against presentation of a sight draft or certificate which does not comply with the terms of the Letter of Credit, provided that such payments shall not have constituted gross negligence or willful misconduct of WSFS; and
- (f) Any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, provided that such other circumstance or happening shall not have been the result of gross negligence or willful misconduct of WSFS.

### **ARTICLE IV - REPRESENTATIONS AND WARRANTIES**

In order to induce WSFS to execute this Agreement and to issue the Letter of Credit, each Applicant makes the following representations and warranties to WSFS, all of which representations and warranties shall survive the execution and delivery of this Agreement and the issuance of the Letter of Credit:

#### **4.1 Authorization/Conflict**

The execution, delivery and performance by Applicant of this Agreement (i) will not contravene or constitute a default under any provision of applicable law or regulation or of any judgment, order, decree, agreement or instrument to which Applicant is a party or by which its property is bound or result in the creation of any lien upon any of its property or assets (except any liens created pursuant to the terms of this Agreement) and (ii) with respect to any entity Applicant, are within its entity power, have been duly authorized by all necessary entity action and will not contravene the charter, certificates, organizational documents or bylaws or governing instruments of Applicant.

#### **4.2 Approvals**

No authorization or approval of, or other action by, and no notice or filing with, any governmental authority or regulatory body or any other Person is required for the due execution, delivery and performance by Applicant of this Agreement.

#### **4.3 Enforceability**

This Agreement is a legal, valid and binding obligation of Applicant, enforceable against Applicant in accordance with its terms.

#### **4.4 No Default**

The Security Documents are in full force and effect and no event or circumstance has occurred and is continuing which constitutes (i) a default or event of default under any of the Security Documents or (ii) any breach by Applicant of any of the provisions of the Security Documents.

### **ARTICLE V - SECURITY**

#### **5.1 Pledge**

As security for the prompt payment of all amounts from time to time due under the terms of this Agreement and the performance of Applicant's obligations hereunder, Applicant pledges, assigns and transfers to WSFS, and hereby grants WSFS, a security interest in and a lien on, all of the Collateral. The pledge and security interest created pursuant to this Section 5.1 shall

remain in effect until the Termination Date and thereafter until all debts and obligations of Applicant hereunder are fully satisfied. Applicant shall promptly execute such Financing Statements as WSFS may at any time request in order to give notice of, perfect or continue perfection of the referenced security interest of WSFS in the Collateral.

## **5.2 Rights on Default**

Upon the occurrence and during the continuance of any default by Applicant in the performance of its obligations hereunder, WSFS will have the right and power to exercise all of the rights and remedies with respect to the Collateral as are set forth in the Security Documents, and otherwise shall have and possess all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code, as in effect in the State of Delaware, and under any other applicable enactment of the Uniform Commercial Code or like law; provided, nevertheless, that each Applicant shall remain fully liable for all sums due hereunder regardless of any deficiency in the proceeds of the Collateral; and provided, further that WSFS shall have no obligation to enforce any rights with respect to the Collateral or against any other Person or property, and may at any time directly enforce against each Applicant its obligations hereunder.

## **5.3 Rights to Deposit Accounts**

As additional security for the prompt payment of all amounts from time to time due under the terms of this Agreement and the performance of Applicant's obligations hereunder, Applicant pledges, assigns and transfers to WSFS and hereby grants WSFS a security interest in and lien on all of the Applicant's deposit accounts maintained with WSFS (the "Deposit Accounts"). In the event that, at any time, WSFS in good faith believes that the prospect of payment, performance or realization on the Collateral, under the terms of this Agreement, is impaired, then WSFS will have the right without prior notice to the Applicant to (i) place a hold on any withdrawals of the funds in the Deposit Accounts; (ii) otherwise segregate the funds in the Deposit Accounts in separate accounts from which funds may not be withdrawn without the consent of WSFS; and/or (iii) setoff the funds in the Deposit Accounts.

# **ARTICLE VI - MISCELLANEOUS**

## **6.1 Amendments, etc.**

No amendment or waiver of any provision of this Agreement, nor consent to any departure by Applicant therefrom, shall in any event be effective, unless the same shall be in writing and signed by WSFS, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Any modifications of the terms of the Letter of Credit, at the request of, or with the consent of, any Applicant, shall be binding upon all Applicants.

## **6.2 Notices**

Any notice to WSFS shall be deemed effective only if in writing, sent to and received by WSFS at 500 Delaware Avenue, Wilmington, DE 19801. Any notice to, or demand on, any Applicant shall be binding on all Applicants, and shall be deemed effective when made by mail, telegraph, cable, telephone or otherwise, to the last address or telephone number of any Applicant, as appears on the records of WSFS.

## **6.3 No Waiver/Remedies**

No failure on the part of WSFS to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any other remedies provided by law.

## **6.4 Indemnification**

Applicant hereby indemnifies and holds harmless WSFS from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including, without limitation, reasonable counsel fees), which WSFS may incur, or which may be claimed against WSFS by any Person whatsoever, by reason of or in connection with the execution and delivery of, or payment or failure to pay under, the Letter of Credit or required pursuant to Rule 8.01 of "ISP98" (as defined in Section 6.11 hereof); provided that Applicant shall not be required to indemnify WSFS for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by (a) the willful misconduct or gross negligence of WSFS in determining whether a sight draft or certificate presented under the Letter of Credit complied with the terms of the Letter of Credit or (b) WSFS' willful failure to pay under the Letter of Credit after the presentation to it by the Beneficiary of a sight draft and certificate strictly complying with the terms and conditions of the Letter of Credit. Nothing in this Section 6.4 is intended to affect or alter the reimbursement obligations of Applicant contained in Section 2.1(a) hereof.

## **6.5 Continuing Obligation**

This Agreement is a continuing obligation and shall (a) be binding upon each Applicant and its respective successors and assigns and (b) inure to the benefit of and be enforceable by WSFS and its successors, transferees and assigns; provided, that no Applicant may assign all or any part of its right or obligations under this Agreement without the prior written consent of WSFS.

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

**6.6 Liability of WSFS**

As between WSFS and each Applicant, each Applicant assumes all risks of the acts or omissions of the Beneficiary with respect to its use of the Letter of Credit. Neither WSFS nor any of its directors, officers, employees or agents shall be liable or responsible for:

- (a) The use which may be made of the Letter of Credit or for any acts or omissions of the Beneficiary in connection therewith;
- (b) The validity, sufficiency or genuineness of the documents, or of any signatures or endorsements thereon, even if such documents should in fact prove to be in any and all respects invalid, insufficient, fraudulent or forged;
- (c) Any other circumstances in making or failing to make payment under the Letter of Credit, except only that Applicant shall have a claim against WSFS, and WSFS shall be liable to Applicant, to the extent but only to the extent, of any direct, as opposed to consequential, damages suffered by Applicant which Applicant proves were caused by (i) WSFS' willful misconduct or gross negligence in determining whether documents presented under the Letter of Credit comply with the terms of the Letter of Credit or (ii) WSFS' willful failure to pay under the Letter of Credit after the presentation to it by the Beneficiary of a sight draft and certificate strictly complying with the terms and conditions of the Letter of Credit. In furtherance and not in limitation of the foregoing, WSFS may accept instruments, certificates and other documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary or where Applicant has not timely filed a notice of objection with WSFS stating the discrepancies with the same in accordance with Rule 5.09 of "ISP98" (as defined in Section 6.11 hereof).

**6.7 Costs, Expenses and Taxes**

Applicant agrees to pay on demand all costs and expenses incurred by WSFS in connection with the preparation, execution, delivery, filing and recording and administration of this Agreement or the Letter of Credit, and any and all other documents which may be delivered in connection herewith or therewith, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for WSFS with respect thereto and with respect to advising WSFS as to its rights and responsibilities under this Agreement and the Letter of Credit, and all costs and expenses, if any, in connection with the enforcement of this Agreement and such other documents which may be delivered in connection with this Agreement. In addition, Applicant shall pay any and all recording, ad valorem, stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing or recording of this Agreement, the Financing Statements and such other documents, and Applicant agrees to save WSFS harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees after notice of payment of any thereof is due had been furnished to Applicant by WSFS.

**6.8 Modification or Release of Liability**

The liability of any Applicant, for or upon any obligation hereunder, may, from time to time, be renewed, extended, modified, released or settled, in whole or in part, without notice, without affecting or releasing in any way the liability of any other Applicant.

**6.9 Severability**

Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

**6.10 Counterparts**

This Agreement may be executed by the parties hereto on any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**6.11 Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware. The Letter of Credit is issued subject to the International Standby Practices 1998 ("ISP98") and shall as to matters not governed by ISP98, be governed and construed in accordance with the laws of the State of Delaware.

**6.12 Headings**

Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

**6.13 Consent to Jurisdiction**

Applicant hereby irrevocably consents to the jurisdiction of the courts of the State of Delaware and of any federal courts located within the State of Delaware for all purposes in connection with any action or proceeding which arises out of or relates to this

Agreement or the Letter of Credit or any of the agreements, documents, or instruments executed in connection herewith or therewith. Applicant hereby agrees that service of summons, complaint, or other process in connection therewith may be made as set forth in this Agreement with respect to service of notices, and that service so made shall be as effective as if personally made.

**6.14 Waiver of Jury Trial and Certain Defenses**

Applicant waives trial by jury and the right to interpose any defenses based upon any Statute of Limitations, setoff, counterclaim or cross-claim in any suit brought in connection with this Agreement.

**6.15 Construction; Joint and Several Liability**

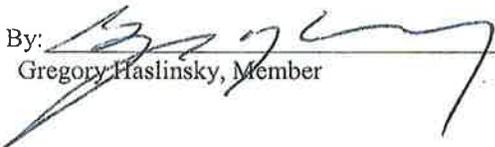
If this Agreement is signed by more than one Applicant, the term "Applicant" shall be read throughout as "Applicants," as the case may be. If signed by two or more Applicants, this Agreement shall be the joint and several Agreement of all such Applicants and each such Applicant shall be jointly and severally liable under this Agreement.

IN WITNESS WHEREOF, each Applicant and WSFS have duly executed and delivered this Agreement under seal, intending to be a sealed instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

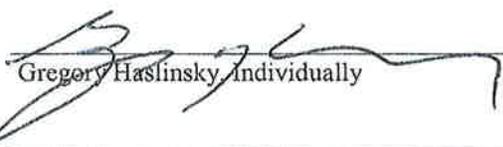
**Riverview Holdings, LLC**

  
\_\_\_\_\_  
Witness

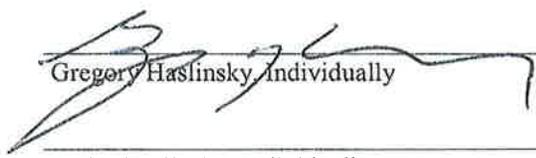
By:  (SEAL)  
Gregory Haslinsky, Member

**Guarantor**

  
\_\_\_\_\_  
Witness

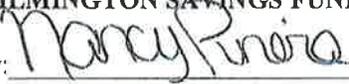
 (SEAL)  
Gregory Haslinsky, Individually

  
\_\_\_\_\_  
Witness

 (SEAL)  
Cathy Haslinsky, Individually

**WILMINGTON SAVINGS FUND SOCIETY, FSB**

  
\_\_\_\_\_  
Witness

By:  (SEAL)  
Nancy Pinera, Vice President

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

LIST OF COLLATERAL

**Security Interest in Certificate of Deposit Account No. 467596110**

10/10/2010 10:10 AM  
10/10/2010 10:10 AM  
10/10/2010 10:10 AM  
10/10/2010 10:10 AM

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

# **Riverview Holdings, LLC**

## **Warehouse Operating Plan**

### **LOCATION**

**18 Boulden Circle**

**Suite 4**

**New Castle, DE 19720**

**QUESTIONS CONCERING THIS PLAN CAN BE DIRECTED TO**

**Gregg Haslinsky**

**18 Boulden Circle**

**New Castle, DE 19720**

**Phone 917-751-3671**

**ghaslinsky@gmail.com**



## TABLE OF CONTENTS

I.	Summary	3
II.	Introduction	3
III.	Purpose	3
IV.	Location	3
V.	Equipment	4
VI.	Essential Functions/Process	4
VII.	Product Collected / Storage and Shipping	6
VIII.	Amount of Product Collected	8
IX.	Concept of Operations	8
X.	Safety Plan	9
	ANNEX A: Facility Drawing	15
	ANNEX B: Zoning	16
	ANNEX C: Lease	17

**RECEIVED**  
MAY 16 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION



**RECEIVED**  
**MAY 16 2016**  
**SOLID & HAZARDOUS WASTE**  
**MANAGEMENT SECTION**

I. SUMMARY

Riverview Holdings, LLC will be offering various services to the business community to include Data Destruction and E Waste Recycling services. The primary focus of the recycling business is to target commercial businesses and manage their Information Technology (IT) end of life assets. The facility located at 18 Boulden Circle will store these end of life assets for a maximum period of 90 days.

II. INTRODUCTION

Riverview Holdings, LLC understands the importance of the proper handling and decommissioning of unused IT assets. All recycling is processed domestically to ensure the highest level of security, recognizing the absolute need for proper domestic recycling services. Riverview Holdings, LLC recycles 100% of all materials that are received at its New Castle Facility and will utilize downstream R2, E-Stewards or State permitted e-waste recyclers for processing. Riverview Holdings does not export raw materials to developing countries as defined by the Basel Action Networks (BAN). By complying with BAN, Riverview Holdings, LLC exceeds U.S. federal mandates.

III. PURPOSE

As required by the Department of Natural Resources and Environmental Resources Control we are submitting this "Plan of Operation" in guidance and compliant with Delaware's Regulations Governing Solid Waste (DRGSW). Riverview Holdings, LLC is committed to following all State of Delaware, and Federal and requirements.

IV. LOCATION

Riverview Holdings, LLC located at 18 Boulden Circle, Suite 4 New Castle, DE. The facility occupies a 4,253 square foot warehouse. Approximately 800 square feet is built out as office space occupied by three to five employees at any given time. The facility is completely enclosed, fire alarm/sprinkler protected, heated, lighted, and secure throughout. Construction of 18 Boulden: Steel and Masonry Block structure built on an eight inch poured concrete pad. Approved Industrial zoning (I). Attached drawing, Zoning, Lease, and owner's approval.

V. EQUIPMENT

- A. Listed below- equipment used for storage, packing, moving, securing and shredding.



- Pallet Jack
- Hand Truck
- Load Straps
- Screwdrivers
- Hammers
- Dollies
- Gaylords
- Security tote
- Pallets
- Socket Set
- LED Flashlight
- Shrink Wrap
- Broom
- Hard Drive Shredder Ameri Shred AMS500HD
- Ear Protection
- Duck Mask Respirator

**RECEIVED**  
**MAY 16 2016**  
**SOLID & HAZARDOUS WASTE**  
**MANAGEMENT SECTION**

VI. ESSENTIAL FUNCTIONS / PLAN /PROCESS

A. Access to Facility

- Management and designated employees representatives will have access to keys to the facility
- Employees are not allowed on/at the facility after hours without prior authorization from management
- All visitors to the facility must sign in using visitor log to include name and their company, time in and time out. All visitors will be issued a visitors badge and safety glasses and be escorted by a Riverview Holdings, LLC employee.

B. Security Measures at the Facility

- Perimeter doors to the facility warehouse will be locked at all times.
- Inside security lights are to be left on when building is unattended.
- The fire and security alarms shall be activated whenever the facility is unattended.
- The facility is equipped with a closed circuit internal video security to monitor the ingress and egress from all entrances and exits and surveillance of the warehouse facility. All monitoring and tapes will be saved for a minimum 90 days.
- Management will complete an Operational Security Maintenance Log to check, record and maintain the facility operational security functions, Alarms, Lighting and Visitors logs on a monthly basis. Securis Delaware will maintain the logs for a minimum of one year.
- All employees are required to notify management of any breach in security or safety policy regardless of its source.

C. The “Nothing Leaves” Policy



**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

- Employees, Badge Access Visitors or any Person may take nothing into or out of the secure warehouse without the knowledge or permission of management. Tools, loading equipment and gear used for offsite collection will be marked for appropriate use and logged out when appropriate.
- Any employee found taking materials out of the secure warehouse without permission will be terminated without any previous disciplinary action.
- End of life IT/electronic assets destined for shipping will be inventoried, weighed, palletted and boldly labeled. Prior to loading, assets will be checked by management and cleared/approved for loading. Only cleared and approved assets can be loaded. Assets can only be loaded through warehouse loading dock door 01.

D. Daily Facility Inspections / Preparations

- Management will complete a visual inspection of the facility at the beginning of each shift.
- Management will inspect for security breaches and make sure that the floor is completely clean and clear of any loose debris and all equipment is in proper working order. Any equipment not working will be tagged and placed out of service until repairs are made. Management will be responsible for arranging all necessary repairs.
- Management will inspect all containers used to store IT/electronic assets for proper stowage and packing. Any assets not stowed, packaged and palletted will be moved to the designated packing control area for proper stowage.
- Management will complete and maintain daily inspection log reporting conditions and remedies.

E. Confidential Data Destruction

- From time to time as required by our customers there will be a need to destroy confidential data at our facility "18 Boulden Circle" and offsite at our customer's location, utilizing our mobile shredding unit. This is done to prevent any data breach of our clients confidential information. Riverview Holdings will not shred any other components of the device.

F. Receiving, Staging, and Destruction of Confidential Data

- All material to be destroyed is checked in immediately to the facility. Material is inventoried, weighed, tagged, inspected and moved to the designated destruction area. Once paperwork is completed, management will sign off to confirm inventory and staging.
- Hard Drive Destruction in most cases will take place utilizing a commercial model "AMERI SHRED" AMS 500HD capable of shredding 500 hard drives per hour.
- Hard Drives will be shredded and material will be collected in Commercial Gaylord corrugated containers.
- Once completed Management will inspect, verify weight and prepare bill of lading.
- Containers will be secured and readied for shipping.



**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

- Staging area will be cleared and cleaned.

G. Closing Procedures

- At the end of the shift, warehouse is inspected for loose debris, and the floor is swept clean and clear.
- All tools, loading equipment and gear is stowed.
- Check all perimeter doors “locked” and security/fire alarms are activated.

VII. PRODUCTS COLLECTED / STORAGE AND SHIPPING REQUIRMENTS

- Listed below is a list of accepted equipment at the Delaware Securis Facility.
- Accepted equipment will not be disassembled or dismantled.
- Next to the equipment a designation is noted for packing instructions. Full description of packing instructions can be found at the end of the list.

A. Computers and Accessories

- |                           |                               |
|---------------------------|-------------------------------|
| • Desktop Towers          | Pallet/Shrink Wrap/Rope       |
| • Power Cords             | Pallet/Shrink Wrap/Rope       |
| • Keyboards               | Pallet/Shrink Wrap/Rope       |
| • Mice                    | Boxed/Pallet/Shrink Wrap/Rope |
| • Speakers                | Pallet/Shrink Wrap/Rope       |
| • Laptop Computers        | Boxed/Pallet/Shrink Wrap/Rope |
| • Laptop Ac Adapter       | Boxed/Pallet/Shrink Wrap/Rope |
| • Laptop Carrying Case    | Boxed/Pallet/Shrink Wrap/Rope |
| • Laptop External Drives  | Boxed/Pallet/Shrink Wrap/Rope |
| • Laptop Docking Stations | Boxed/Pallet/Shrink Wrap/Rope |

B. LCD Monitors and Terminals

- |                  |               |
|------------------|---------------|
| • LCD Flat Panel | Gaylord Boxed |
| • Video Cable    | Gaylord Boxed |

C. CRT Monitors and Terminals

- |                |                                 |
|----------------|---------------------------------|
| • CRT Monitors | Pallet/Shrink Wrap/Rope/Labeled |
| • Video Cable  | Pallet/Shrink Wrap/Rope/Labeled |



D. Printers/Fax/Copy Machines

- Small size Desk Top Pallet and Shrink Wrap/Rope
- Medium Size Table Top Pallet and Shrink Wrap/Rope
- Large Floor Stand Alone Pallet /Shrink Wrap / or Shipped Separate

E. Other Electronic Equipment

- Answering Machines Boxed/Pallet/Shrink Wrap/Rope
- Air Conditioners Pallet /Shrink Wrap
- Camcorders Boxed/Pallet/Shrink Wrap/Rope
- Dishwashers Pallet /Shrink Wrap
- Dryers Boxed/Pallet/Shrink Wrap/Rope
- Plasma TV Pallet /Shrink Wrap
- Radios Boxed/Pallet/Shrink Wrap/Rope
- Toasters Boxed/Pallet/Shrink Wrap/Rope
- Cameras Boxed/Pallet/Shrink Wrap/Rope
- Cell Phones Boxed/Pallet/Shrink Wrap/Rope
- Compact Disk Players Boxed/Pallet/Shrink Wrap/Rope
- DVD Players Pallet and Shrink Wrap/Rope
- Electronic Gaming Systems Boxed/Pallet/Shrink Wrap/Rope
- Modems Boxed/Pallet/Shrink Wrap/Rope
- Motherboards Pallet and Shrink Wrap/Rope
- SmartPhones Boxed/Pallet/Shrink Wrap/Rope
- Stereo Components Pallet and Shrink Wrap/Rope
- Two Way Radios Boxed/Pallet/Shrink Wrap/Rope
- VCR Pallet and Shrink Wrap/Rope
- Washing Machines Pallet /Shrink Wrap
- Cordless Telephones Boxed/Pallet/Shrink Wrap/Rope
- Pagers Boxed/Pallet/Shrink Wrap/Rope
- Tapes Boxed/Pallet/Shrink Wrap/Rope
- Tape Players Pallet and Shrink Wrap/Rope
- Telephones Boxed/Pallet/Shrink Wrap/Rope

➤ Utilize a pallet in good condition without any broken sides or slats. Secure the load to the pallet with shrink wrap material by grasping the end of the shrink wrap roll and extending it approximately 3 feet from the roll. Securing the end of the Shrink Wrap to the pallet by looping it through a fork opening on the side of the pallet or by looping the end through a deck board on the pallet knotting the strip so that it is secured to the pallet. Begin wrapping approximately 3-4 times around the entire perimeter of the pallet base and slowly but firmly proceeding up the entire load in a spiral wrap. Shrink wrap layers should overlap each other in order to tightly secure the contents to each row as stacked on the pallet for maximum stability of the pallet.



- Hand wrapped pallets must have Shrink Wrap properly stretched/tensioned during the wrapping process.
- When finished, “rope” pallet for additional stability.  
Roping is a process that further secures and stabilizes product on a pallet and allows product to be stacked to height of 7’. Tie stretch wrap to base of the pallet, turn and twist stretch wrap roll sideways creating a rope effect, continue the pallet roping every 18”- 24 “ to stabilize and secure the product that is stacked on the pallet. Repeat steps 2 and 3 for the entire height.

VIII. AMOUNT OF PRODUCT COLLECTED/STORED

- A. Riverview Holdings LLC available warehouse/storage space is approximately 3,453 square feet. Approximately 1,000 square feet will need to be made available for open space to accommodate loading dock work, shredding, inventorying, pallet building and safe passage ways; leaving 2,453 square feet available for storage.
- B. Maximum storage capacity 180,000 pounds / 90 Tons. \*
- C. Average storage capacity 100,000 pounds / 45 Tons.\*\*

IX. CONCEPT OF OPERATIONS

- A. Riverview Holdings LLC offers proven processes, expert logistics, secure facility, and robust infrastructure to ensure unsurpassed convenience, dependability, security—and overall value—for organizations in regulated and non-regulated sectors, including:

- Data Centers
- Financial Services
- Government Services
- Healthcare
- Professional Services
- Technology
- Small Business

**RECEIVED**  
MAY 16 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

Other services including hard drive shredding on/off-site and IT asset recycling. And for business owners without an IT function we can provide full service dependable convenient and cost effective IT asset disposal that meets the highest regulated standard for security, privacy and environmental responsibility.

1. IT assets are collected and removed at various locations such as financial institutions “banks”, hospitals, and distribution centers.
2. Assets are scanned (with a mobile bar code scanner) and tagged for inventory control.
3. Assets are loaded in a 26 foot box truck and delivered to our 18 Boulden Circle location.
4. Assets are then unloaded, weighed, inventoried, palletted, stored and secured.



5. Material “hard drives” that are scheduled for destruction would follow the procedures outlined in Section V (Sub F).

#### X. SAFETY PLAN

- Learning proper safety procedures is critical. There is no more important factor on a job than ensuring the safety of all individuals involved. No amount of time or expense saved is worth cutting corners that could increase the likelihood of an accident occurring. It is the attitude of employees and management that is at the core of how successful a Safety and Health Plan will be.
- All employees are held responsible not only for their own safety but for the safety and health of every worker in the organization and contractors are familiar with and follow procedures as well.
- Management will be designated Safety Coordinators. Responsibilities include, monthly inspections, training, good housekeeping, keeping records of inspections/training.
- Tools for safety include: Environmental Bulletin Board, Safety, Health and Training Calendar, Warehouse layout identifying first aid kits, exits, fire alarms and extinguishers, Emergency contact sheets, OSHA Poster and Federal, State Law facts, Emergency Action Plan, and MSDS.

##### A. Equipment Safety

- Always adhere to the safety recommendations included in the manuals for your equipment. All staff will be thoroughly trained on the safe operation of equipment before being allowed to use equipment. Monthly safety audits are conducted to ensure that employees are following recommended safety procedures and to emphasize the importance of safety to your organization.
- Use only the machines that you are qualified and authorized to use.
- Before you turn on a machine, make sure that everyone is in the clear, and that guards and safety devices are in place and properly adjusted.
- Never tie down or block out guards or other devices, such as two-hand controls, etc. Never leave a machine running unattended.
- When adjustments are necessary, turn off the power and wait until the machine has come to a standstill. Do not attempt to brake or slow down moving machinery with your hand or with some makeshift device. Remember, there are some machines that use more than one kind of power; electrical, pneumatic (air), and hydraulic are three types of power used, among others. If the machine is of the type using more than one source of power, make sure that all sources of power are turned off and any residual pressure is bled off.
- Keep all machines clean. If it becomes necessary to remove chips or scrap from a machine, do it with a brush or another device and not your hands.
- Only a trained operator or maintenance person may start up and operate a machine. Do not operate, repair, or test any machinery, electrical apparatus, or other equipment unless it is part of your assigned duties. Do not attempt to lubricate, clean, repair, inspect, or operate a machine you do not fully understand.

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION



When in doubt, ask your manager. If you are authorized to operate machinery, follow the safety procedure established for the machine or equipment.

- If the machine doesn't work properly, tell your manager. If it is unsafe to operate, the manager will have it marked "out of order" or locked out to prevent injury.
- Only those persons who are authorized to operate or repair machinery or equipment may open or close switches or valves, and then being sure to follow correct established procedure.
- Do not remove any lock, tag, or flag unless you placed it, and only after you are sure all personnel are in the clear. Do not remove any DANGER or CAUTION signs unless you placed it, and then only after you are certain the dangerous conditions have been corrected. If a lock, tag, or flag must be removed and the person who placed it cannot be found, check with your supervisor who will take the proper steps.
- Do not wear overly long sleeves, neckties, gloves, or jewelry when operating machinery. Long hair must be pulled back, tucked under a cap, or otherwise protected to keep from being caught in moving parts.

#### A. Tool Safety

- Keep all tools in good condition with regular maintenance
- Use the right tool for the job
- Examine each tool before and after use
- Operate all tools as per manufacturer's instructions
- Use proper personal protective equipment (PPE).
- Each tool or type of tool has certain elements to check for safety. The following paragraphs provide more tool-specific information.
- Make sure that knives and scissors, as well as toothed jaws, are sharp as dull tools cause more hazards than sharp ones. Wrenches must not be used when jaws are sprung to the point that slippage occurs. Wooden handles of hand tools must not be splintered. Oil pliers and wire cutters regularly with a drop of oil or WD-40 on the hinge to make the tools easier to use.
- Pliers or wire cutters should not be used to cut hardened wire unless specifically manufactured for this purpose. Pliers should not be exposed to excessive heat. Do not use light pliers to bend stiff wire. Pliers should not be used as a hammer, and do not use pliers on nuts and bolts.

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

#### ➤ Hammers

Inspect the hammer before beginning work to make sure it is not damaged and that all parts are secure. Make sure that replaceable faces are fitted securely into the head. On split-head hammers, be sure that the face and handle securing screws are periodically retightened, as necessary. Never use a hammer with a split, damaged or loose handle. Loose handles should be replaced or fitted with new wedges of the proper size.

#### ➤ Powered Hand Drills

Always check the drill before using to make sure it is clean. Pull the trigger to be sure it doesn't work too easily or with too much difficulty and that power cuts off when the trigger is released. Drill bits must be set straight rather than crooked, and do not use any drill bit that is bent. It is



not acceptable to exceed the manufacturer's recommended maximum drilling capacities. Finally, before using the drill, check the cord for breaks, exposed wires, looseness at the plug or housing connections, and make sure that the third prong has not been cut off.

➤ Pallet Jack

Before handling a load, check the pallet jack to see that it is in good working order and that there are no screws in the wheels. Also check the pallet before attempting to move it. It is important to make sure that the load has not shifted or is too tall to go through doorways. When moving the pallet, make sure that the jack is placed in straight and is in the center of the pallet.

➤ Hand trucks

Check the welds within the hand truck before using. Inspect the center ladder section, cross bars, vertical bars and wheels.

➤ Screwdrivers

Bent, cracked, broken or rounded tips are signs of unsafe screwdrivers as well as chips and cracks in the shaft or handle.

➤ Load Straps

Before using load straps, make sure that there are no frays, cuts, broken or bent ratchets and ensure both strap clips are in working order. Always check manufacturer's load limit on straps.

B. Electric Safety

- If fire or explosion hazard exists, tools of non-sparking material must be used.
- Only authorized and qualified personnel are allowed to make electrical repairs or connections to equipment.
- All wires must be considered as being alive until it is positively known that they are dead. Do not drag cords across sharp edges or across aisles where equipment can damage them. Do not create a tripping hazard for you or someone else with extension cords.
- Report all unusual electrical conditions; i.e. blown fuses, circuit breakers that kick out, sparking or smoking motors, worn or damaged cords, etc. to your supervisor immediately.
- Do not use any electrical portable power tool that is not grounded, unless the tool is of the double insulated type.
- Never lift electrical tools or equipment by the power cord. Never handle energized power cords with wet hands.
- Never allow extension cords or plug connections to lay in water or other liquid. Locate the tool or equipment so that it cannot fall into any liquid.
- Never use cords with frayed, cut, or brittle insulation. Always check all cords for damage before using.
- When repairing, adjusting, or otherwise maintaining electrical equipment, all power must be disconnected to prevent the machine or equipment being set in motion by anyone other than the person working on the equipment. Remember,

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**



some machinery has more than one power source. In addition to electricity, all hydraulic, pneumatic (air), or other power must be shut off and bled off before working on the equipment.

C. Accident Reporting and Investigation

- Whenever an accident occurs at your facility or at a jobsite that results in injury, the office must be notified immediately and an Accident Report must be filed promptly and accurately. This enables the injured party(ies) to obtain due benefit without unnecessary delay.
- All accidents must be thoroughly investigated. A thorough investigation includes the objective evaluation of all facts, opinions, statements, and related information pertaining to the accident. The investigation should be conducted as a fact-finding effort—not as a fault-finding one.
- An accident investigation should result in action designed to prevent a similar accident from occurring in the future. Such action cannot be taken, however, unless the cause of the accident is known. It is important, therefore, to determine the cause of every accident
- Investigate the accident, noting all relevant information, including the name of the injured person and the time and place of the accident
- If an employee or client is injured, complete an Accident Report. In either case, you are responsible for providing all information requested on the report. For this reason, it is critical that complete and accurate information be recorded at the time of the incident.
- Obtain instructions for filing the necessary report from your insurance carrier and/or agent.
- Notify the corporate office of the incident.

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

D. Material Safety Data Sheets

- We are committed to preventing accidents and ensuring the safety of all employees and patrons. Material Safety Data Sheets are forms containing data regarding the properties of a particular substance. MSDSs provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and include information such as physical data (melting point, boiling point, flash point, etc.) toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill handling procedures.

E. Cleanup Procedures for CRT Breakage

- Cathode Ray tubes (CRT'S) found in televisions and monitors consist of a large glass tube that maintains a high internal vacuum by which an image picture is produced. If this tube breaks during handling, it may release harmful elements, including rare earth metals, cadmium, and lead and silica dust.
- NEVER TOUCH OR PICK UP GLASS AND/OR BROKEN CRT UNIT WITHOUT WEARING THE PROPER PERSONAL PROTECTIVE EQUIPMENT.



➤ We have determined that inadvertent exposures to cadmium and lead exist during a cleanup of this broken glass. To avoid exposure, we have dictated this procedure for cleanup of broken CRT glass, and all persons assigned to the cleanup of any broken glass shall be trained on these procedures.

▪ Safety Gear

- ✓ Filter / Respirator
- ✓ Eye Protection
- ✓ Full Coveralls
- ✓ Steel toe boots
- ✓ Cut resistant gloves

▪ Cleanup Procedures

1. Contain the area of breakage by placing safety cones around the breakage.
2. Make sure there is no activity in and around the area of the breakage.
3. Inform management
4. Put on safety gear
5. Dampen down the broken material with a wet mister prior to scooping up.
6. The broken glass can now be placed in a secure enclosed container and labeled.
7. Broken glass is then Shipped with other CRT's to Securis Chantilly location.
8. Once area is free of all loose debris, a final wet mopping is completed.
9. Inspect area once dry and resume normal operations. (repeat steps 4-8 if debris are still present)

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

F. Container/Shipping Labeling

- All containers, secured pallets, loaded storing recyclable assets must be clearly labeled once inventoried and before shipping.
- Labels are to be completed in the following manner
  1. Enter the Date
  2. Enter total Weight of pallet
  3. Record the location from which the pallet is being sent.
  4. Enter the total pallet count.
  5. It is recommended that a minimum of two labels are affixed to each pallet/gaylord for identification purposes should a label become dislodged during shipment to the Securis recycling facility.



**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

ANNEX A  
FACILITY DRAWING

SEE ATTACHED DOCUMENT



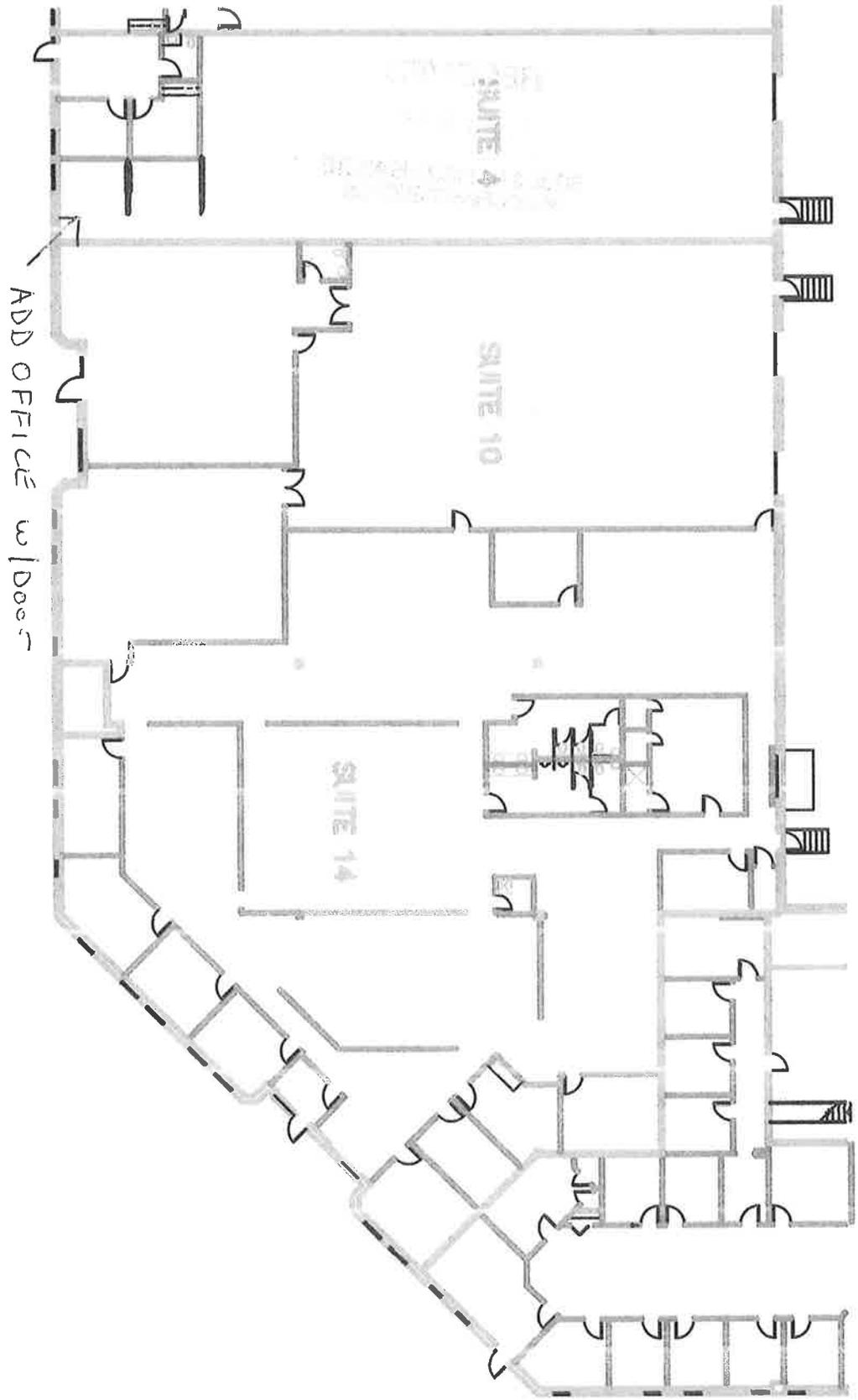
4235 sq

4.75

3yrs 3 months

3 months lease

18 Boulders Circle



**JTA ASSOCIATES, INC.**  
 ARCHITECTS AND SPACE PLANNERS  
 101 EAST LEMASTER SUITE 200 WASHINGTON STATE  
 PHOENIX, AZ 85016

EXISTING CONDITIONS  
 PRODUCTION: 08/2011  
 DRAWING NO. 10/001  
**THE REEF FUNDS**

REVISIONS	
NO.	DESCRIPTION

DATE	08/2011
SCALE	1/8" = 1'-0"
PROJECT NO.	10/001
PROJECT NAME	THE REEF FUNDS

**RECEIVED**

**MAY 16 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

**RECEIVED**  
MAY 16 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

ANNEX B  
ZONING

SEE ATTACHED DOCUMENT



ANNEX C  
LEASE

SEE ATTACHED DOCUMENT

**RECEIVED**  
MAY 16 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION



Industrial Triple Net

**RECEIVED**

**MAY 19 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

LEASE

RREEF AMERICA REIT II CORP. AAA  
Landlord,

and

RIVERVIEW HOLDINGS, LLC

Tenant

1.	USE AND RESTRICTIONS ON USE .....	1
2.	TERM .....	1
3.	RENT .....	3
4.	RENT ADJUSTMENTS .....	3
5.	SECURITY DEPOSIT .....	5
6.	ALTERATIONS .....	5
7.	REPAIR .....	6
8.	LIENS .....	6
9.	ASSIGNMENT AND SUBLETTING .....	7
10.	INDEMNIFICATION .....	8
11.	INSURANCE .....	8
12.	WAIVER OF SUBROGATION .....	9
13.	SERVICES AND UTILITIES .....	9
14.	HOLDING OVER .....	9
15.	SUBORDINATION .....	10
16.	RULES AND REGULATIONS .....	10
17.	REENTRY BY LANDLORD .....	10
18.	DEFAULT .....	10
19.	REMEDIES .....	11
20.	TENANT'S BANKRUPTCY OR INSOLVENCY .....	14
21.	QUIET ENJOYMENT .....	14
22.	CASUALTY .....	15
23.	EMINENT DOMAIN .....	16
24.	SALE BY LANDLORD .....	16
25.	ESTOPPEL CERTIFICATES .....	16
26.	SURRENDER OF PREMISES .....	16
27.	NOTICES .....	17
28.	TAXES PAYABLE BY TENANT .....	17
29.	RELOCATION OF TENANT .....	17
30.	DEFINED TERMS AND HEADINGS .....	17
31.	TENANT'S AUTHORITY .....	18
32.	FINANCIAL STATEMENTS AND CREDIT REPORTS .....	18
33.	COMMISSIONS .....	18
34.	TIME AND APPLICABLE LAW .....	18
35.	SUCCESSORS AND ASSIGNS .....	18
36.	ENTIRE AGREEMENT .....	18
37.	EXAMINATION NOT OPTION .....	19
38.	RECORDATION .....	19
39.	LIMITATION OF LANDLORD'S LIABILITY .....	20

EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES  
EXHIBIT A-1 – SITE PLAN  
EXHIBIT B – INITIAL ALTERATIONS  
EXHIBIT B-1 – OFFICE PLAN  
EXHIBIT C – COMMENCEMENT DATE MEMORANDUM  
EXHIBIT D – RULES AND REGULATIONS  
EXHIBIT E – LEASE RIDER

**RECEIVED**

**MAY 19 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

**MULTI-TENANT INDUSTRIAL NET LEASE**

**REFERENCE PAGES**

BUILDING: 18 Boulden Circle  
New Castle, Delaware 19720

LANDLORD: RREEF America REIT II Corp. AAA

LANDLORD'S ADDRESS: c/o RREEF Real Estate  
222 S. Riverside Plaza, Floor 26  
Chicago, IL 60606

WIRE INSTRUCTIONS AND/OR ADDRESS FOR RENT PAYMENT: P.O. Box 9046  
Addison, Texas 75001-9046

LEASE REFERENCE DATE: 3/24, 2014

TENANT: Riverview Holdings, LLC

TENANT'S NOTICE ADDRESS:

(a) As of beginning of Term: 18 Boulden Circle, Suite Number 4  
New Castle, Delaware 19720

With a copy to:

Securis  
14802 Willard Road, Suite 800  
Chantilly, Virginia 20151

(b) Prior to beginning of Term (if different): N/A

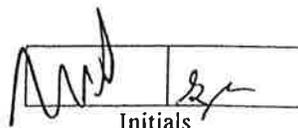
PREMISES ADDRESS: 18 Boulden Circle, Suite Number 4,  
New Castle, Delaware 19720

PREMISES RENTABLE AREA: Approximately 4,253 rentable square feet (for outline of  
Premises see Exhibit A)

USE: Office and storage and warehousing of computer parts  
and computer equipment

SCHEDULED COMMENCEMENT DATE: April 15, 2014

TERM OF LEASE: Approximately three (3) years and three (3) months,  
beginning on the Commencement Date and ending on  
the Termination Date. The period from the  
Commencement Date to the last day of the same month  
is the "Commencement Month."

  
Initials

TERMINATION DATE:

The last day of the thirty-ninth (39<sup>th</sup>) full calendar month after (if the Commencement Month is not a full calendar month), or from and including (if the Commencement Month is a full calendar month), the Commencement Month

ANNUAL RENT and MONTHLY INSTALLMENT OF RENT(Article 3):

Period (in months)		Rentable Square Footage	Annual Rent Per Square Foot	Annual Rent	Monthly Installment of Rent
from	through				
1	12	4,253	\$4.50	\$19,138.50	\$1,594.88
13	24	4,253	\$4.64	\$19,733.92	\$1,644.49
25	36	4,253	\$4.78	\$20,329.34	\$1,694.11
37	39	4,253	\$4.92	\$20,924.76	\$1,743.73

Provided that no Event of Default occurs under this Lease, the Monthly Installment of Annual Rent set forth above for the first 3 months of the Term will be abated.

INITIAL ESTIMATED MONTHLY INSTALLMENT OF RENT ADJUSTMENTS (Article 4)

Taxes: \$249.00  
Expenses: \$367.00

**RECEIVED**

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

TENANT'S PROPORTIONATE SHARE:

5.5759%

SECURITY DEPOSIT:

\$1,594.88

ASSIGNMENT/SUBLETTING FEE

\$500

REAL ESTATE BROKER DUE COMMISSION:

The Flynn Company and DSM Commercial Real Estate Services

TENANT'S NAICS CODE:

561499

AMORTIZATION RATE:

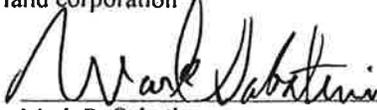
11%

The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Lease shall control. This Lease includes Exhibits A through E, all of which are made a part of this Lease.

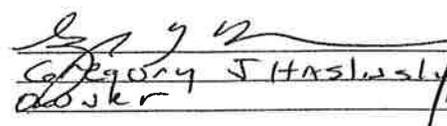
RREEF AMERICA REIT II CORP. AAA,  
a Maryland corporation

RIVERVIEW HOLDINGS, LLC,  
a Delaware limited liability company

By:

  
Mark P. Sabatino  
Vice President, Asset Manager

By:

  
Name: Gregory J. Haslusk  
Title: Broker

Dated:

3/24, 2014

Dated:

13 March, 2014

## LEASE

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building as set forth and described on the Reference Pages. The Premises are depicted on the floor plan attached hereto as Exhibit A, and the Building is depicted on the site plan attached hereto as Exhibit A-1. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

### 1. USE AND RESTRICTIONS ON USE.

1.1 The Premises are to be used solely for the purposes set forth on the Reference Pages. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure, annoy, or disturb them, or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall not do, permit or suffer in, on, or about the Premises the sale of any alcoholic liquor without the written consent of Landlord first obtained. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in the Building or appurtenant land, caused or permitted by, or resulting from the specific use by, Tenant, or in or upon, or in connection with, the Premises, all at Tenant's sole expense. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or any part thereof.

1.2 Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively "Hazardous Materials") flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building and appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities (as defined in Article 30) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section 1.2.

1.3 Tenant and the Tenant Entities will be entitled to the non-exclusive use of the common areas of the Building as they exist from time to time during the Term, including the parking facilities, subject to Landlord's rules and regulations regarding such use. However, in no event will Tenant or the Tenant Entities park more vehicles in the parking facilities than Tenant's Proportionate Share of the total parking spaces available for common use. The foregoing shall not be deemed to provide Tenant with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces or any specific number of parking spaces.

### 2. TERM.

2.1 The Term of this Lease shall begin on the date ("Commencement Date") which shall be the later of the Scheduled Commencement Date as shown on the Reference Pages and the date that Landlord shall tender possession of the Premises to Tenant, and shall terminate on the date as shown on the Reference Pages ("Termination Date"), unless sooner terminated by the provisions of this Lease. Landlord shall tender possession of the Premises with all the work, if any, to be performed by Landlord pursuant to Exhibit B to this Lease substantially completed. Tenant shall deliver a punch list of items not completed within thirty (30) days after Landlord tenders possession of the Premises and Landlord agrees to proceed with due diligence to perform its obligations regarding such items. Tenant shall, at Landlord's request, execute and deliver a

RECEIVED

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

memorandum agreement provided by Landlord in the form of Exhibit C attached hereto, setting forth the actual Commencement Date, Termination Date and, if necessary, a revised rent schedule. Should Tenant fail to do so within thirty (30) days after Landlord's request, the information set forth in such memorandum provided by Landlord shall be conclusively presumed to be agreed and correct.

2.2 Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Scheduled Commencement Date for any reason, Landlord shall not be liable for any damage resulting from such inability, but Tenant shall not be liable for any rent until the time when Landlord can, after notice to Tenant, deliver possession of the Premises to Tenant. No such failure to give possession on the Scheduled Commencement Date shall affect the other obligations of Tenant under this Lease, except that if Landlord is unable to deliver possession of the Premises within one hundred twenty (120) days after the Scheduled Commencement Date (other than as a result of strikes, shortages of materials, holdover tenancies or similar matters beyond the reasonable control of Landlord and Tenant is notified by Landlord in writing as to such delay), Tenant shall have the option to terminate this Lease unless said delay is as a result of: (a) Tenant's failure to agree to plans and specifications and/or construction cost estimates or bids; (b) Tenant's request for materials, finishes or installations other than Landlord's standard except those, if any, that Landlord shall have expressly agreed to furnish without extension of time agreed by Landlord; (c) Tenant's change in any plans or specifications; or, (d) performance or completion by a party employed by Tenant (each of the foregoing, a "Tenant Delay"). If any delay is the result of a Tenant Delay, the Commencement Date and the payment of rent under this Lease shall be accelerated by the number of days of such Tenant Delay.

2.3 In the event Landlord permits Tenant, or any agent, employee or contractor of Tenant, to enter, use or occupy the Premises prior to the Commencement Date, such entry, use or occupancy shall be subject to all the provisions of this Lease other than the payment of rent, including, without limitation, Tenant's compliance with the insurance requirements of Article 11. Said early possession shall not advance the Termination Date.

2.4 Provided that as of the time of the giving of the Extension Notice (as defined below) and the Commencement Date of the Extension Term, (as defined below) (a) Tenant is the Tenant originally named herein, (b) Tenant actually occupies all of the Premises initially demised under this Lease and any space added to the Premises and (c) no Event of Default exists or would exist but for the passage of time or the giving of notice, or both; then Tenant will have the right to extend the Term of this Lease for one additional term of five (5) years (the "Extension Term") commencing on the day following the expiration of the Term of this Lease (the "Commencement Date of the Extension Term"). Tenant will give Landlord notice (the "Extension Notice") of its election to extend the term of this Lease at least 12 months, but not more than 12 months, prior to the scheduled expiration date of the Term of this Lease (the "Notice Period"). If Tenant does not give the Extension Notice during the Notice Period, Tenant's right to extend the Term of this Lease will automatically terminate. Time is of the essence as to the giving of the Extension Notice.

The Annual Rent payable by Tenant to Landlord during the Extension Term will be the then prevailing market rate for comparable space at the Building and comparable buildings in the vicinity of the Building, taking into account the size of the Premises, the length of the renewal term, market escalations and the credit of Tenant. The Annual Rent will not be reduced by reason of any costs or expenses saved by Landlord by reason of Landlord's not having to find a new tenant for the Premises (including, without limitation, brokerage commissions, costs of improvements, rent concessions or lost rental income during any vacancy period). In the event Landlord and Tenant fail to reach an agreement on such rental rate and execute the Amendment (defined below) at least 9 months prior to the expiration of the Term of this Lease, then Tenant's exercise of the renewal option will be deemed withdrawn, and the Lease will terminate on its original expiration date.

Except for the Annual Rent as determined above, Tenant's occupancy of the Premises during the Extension Term will be on the same terms and conditions (including the payment of Additional Rent) as are in effect immediately prior to the expiration of the initial Term of this Lease; provided, however, Tenant will have no further right to any allowances, credits or abatements or any options to expand, contract, renew or extend the Lease.

Landlord will have no obligation to refurbish or otherwise improve the Premises for the Extension Term. The Premises will be tendered on the Commencement Date of the Extension Term in "as-is" condition.

If the Lease is extended for the Extension Term, Landlord will prepare, and both parties will execute, an amendment to the Lease confirming the extension of the Lease Term and the other provisions applicable thereto (the "Amendment").

### 3. RENT.

3.1 Tenant agrees to pay to Landlord the Annual Rent in effect from time to time by paying the Monthly Installment of Rent then in effect on or before the first day of each full calendar month during the Term, except that the first full month's rent shall be paid upon the execution of this Lease. The Monthly Installment of Rent in effect at any time shall be one-twelfth (1/12) of the Annual Rent in effect at such time. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon the number of days in such month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, at the Rent Payment Address, as set forth on the Reference Pages, or to such other person or at such other place as Landlord may from time to time designate in writing. If an Event of Default occurs, Landlord may require by notice to Tenant that all subsequent rent payments be made by an automatic payment from Tenant's bank account to Landlord's account, without cost to Landlord. Tenant must implement such automatic payment system prior to the next scheduled rent payment or within ten (10) days after Landlord's notice, whichever is later. Unless specified in this Lease to the contrary, all amounts and sums payable by Tenant to Landlord pursuant to this Lease shall be deemed additional rent.

3.2 Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to the greater of: (a) Fifty Dollars (\$50.00), or (b) six percent (6%) of the unpaid rent or other payment. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive month until paid. The provisions of this Section 3.2 in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section 3.2 in any way affect Landlord's remedies pursuant to Article 19 of this Lease in the event said rent or other payment is unpaid after date due.

### 4. RENT ADJUSTMENTS.

4.1 For the purpose of this Article 4, the following terms are defined as follows:

4.1.1 **Lease Year:** Each fiscal year (as determined by Landlord from time to time) falling partly or wholly within the Term.

4.1.2 **Expenses:** All costs of operation, maintenance, repair, replacement and management of the Building (including the amount of any credits which Landlord may grant to particular tenants of the Building in lieu of providing any standard services or paying any standard costs described in this Section 4.1.2 for similar tenants), as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: water and sewer charges; insurance charges of or relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and relating in any manner to the protection, preservation, or operation of the Building or any part thereof; utility costs, including, but not limited to, the cost of heat, light, power, steam, gas; waste disposal; the cost of janitorial services; the cost of security and alarm services (including any central station signaling system); costs of cleaning, repairing, replacing and maintaining the common areas, including parking and landscaping, window cleaning costs; labor costs; costs and expenses of managing the Building including management and/or administrative fees; air conditioning maintenance costs; elevator maintenance fees and supplies; material costs; equipment costs including the cost of maintenance, repair and service agreements and rental and leasing costs; purchase costs of equipment; current rental and leasing costs of items which would be capital items if purchased; tool costs; licenses, permits and inspection fees; wages and salaries; employee benefits and payroll taxes; accounting and legal fees; any sales, use or service taxes incurred in connection therewith. In addition, Landlord shall be entitled to recover, as additional rent (which, along with any other capital expenditures constituting Expenses, Landlord may either include in Expenses or cause to be billed to Tenant along with Expenses and Taxes but as a separate item), Tenant's Proportionate Share of: (i) an allocable portion of the cost of capital improvement items which are reasonably calculated to reduce operating expenses; (ii) the cost of fire sprinklers and suppression systems and other life safety systems; and (iii) other capital expenses which are required under

RECEIVED

MAY 19 2016

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

any governmental laws, regulations or ordinances which were not applicable to the Building at the time it was constructed; but the costs described in this sentence shall be amortized over the reasonable life of such expenditures in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles, with interest on the unamortized amount at one percent (1%) in excess of the Wall Street Journal prime lending rate announced from time to time. Expenses shall not include depreciation or amortization of the Building or equipment in the Building except as provided herein, loan principal payments, costs of alterations of tenants' premises, leasing commissions, interest expenses on long-term borrowings or advertising costs.

4.1.3 **Taxes:** Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Building or the land appurtenant to the Building, or with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in the Building and used in connection with the operation of the Building and said land, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Building or any taxes to be paid by Tenant pursuant to Article 28.

4.2 Tenant shall pay as additional rent for each Lease Year Tenant's Proportionate Share of Expenses and Taxes incurred for such Lease Year.

4.3 The annual determination of Expenses shall be made by Landlord and shall be binding upon Landlord and Tenant, subject to the provisions of this Section 4.3. During the Term, Tenant may review, at Tenant's sole cost and expense, the books and records supporting such determination in an office of Landlord, or Landlord's agent, during normal business hours, upon giving Landlord five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more often than once in any one (1) year period, subject to execution of a confidentiality agreement acceptable to Landlord, and provided that if Tenant utilizes an independent accountant to perform such review it shall be one of national standing which is reasonably acceptable to Landlord, is not compensated on a contingency basis and is also subject to such confidentiality agreement. If Tenant fails to object to Landlord's determination of Expenses within ninety (90) days after receipt, or if any such objection fails to state with specificity the reason for the objection, Tenant shall be deemed to have approved such determination and shall have no further right to object to or contest such determination. In the event that during all or any portion of any Lease Year or Base Year, the Building is not fully rented and occupied Landlord shall make an appropriate adjustment in occupancy-related Expenses for such year for the purpose of avoiding distortion of the amount of such Expenses to be attributed to Tenant by reason of variation in total occupancy of the Building, by employing consistent and sound accounting and management principles to determine Expenses that would have been paid or incurred by Landlord had the Building been at least ninety-five percent (95%) rented and occupied, and the amount so determined shall be deemed to have been Expenses for such Lease Year.

4.4 Prior to the actual determination thereof for a Lease Year, Landlord may from time to time estimate Tenant's liability for Expenses and/or Taxes under Section 4.2, Article 6 and Article 28 for the Lease Year or portion thereof. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay, by increase of its Monthly Installments of Rent due in such Lease Year, additional rent in the amount of such estimate. Any such increased rate of Monthly Installments of Rent pursuant to this Section 4.4 shall remain in effect until further written notification to Tenant pursuant hereto.

4.5 When the above mentioned actual determination of Tenant's liability for Expenses and/or Taxes is made for any Lease Year and when Tenant is so notified in writing, then:

4.5.1 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is less than Tenant's liability for Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as additional rent in one lump sum within thirty (30) days of receipt of Landlord's bill therefor; and

4.5.2 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is more than Tenant's liability for Expenses and/or Taxes, then Landlord shall credit the

difference against the then next due payments to be made by Tenant under this Article 4, or, if the Lease has terminated, refund the difference in cash.

4.6 If the Commencement Date is other than January 1 or if the Termination Date is other than December 31, Tenant's liability for Expenses and Taxes for the Lease Year in which said Date occurs shall be prorated based upon a three hundred sixty-five (365) day year.

5. **SECURITY DEPOSIT.** Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after termination of this Lease and Landlord's determination that all of Tenant's obligations under this Lease have been fulfilled.

## 6. ALTERATIONS.

6.1 Except for those, if any, specifically provided for in Exhibit B to this Lease, Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required by Article 7, without the prior written consent of Landlord. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Landlord's consent shall not be unreasonably withheld with respect to alterations which (i) are not structural in nature, (ii) are not visible from the exterior of the Building, (iii) do not affect or require modification of the Building's electrical, mechanical, plumbing, HVAC or other systems, and (iv) in aggregate do not cost more than \$5.00 per rentable square foot of that portion of the Premises affected by the alterations in question.

6.2 In the event Landlord consents to the making of any such alteration, addition or improvement by Tenant, the same shall be made by using either Landlord's contractor or a contractor reasonably approved by Landlord, in either event at Tenant's sole cost and expense. If Tenant shall employ any contractor other than Landlord's contractor and such other contractor or any subcontractor of such other contractor shall employ any non-union labor or supplier, Tenant shall be responsible for and hold Landlord harmless from any and all delays, damages and extra costs suffered by Landlord as a result of any dispute with any labor unions concerning the wage, hours, terms or conditions of the employment of any such labor. In any event Landlord may charge Tenant a construction management fee not to exceed five percent (5%) of the cost of such work to cover its overhead as it relates to such proposed work, plus third-party costs actually incurred by Landlord in connection with the proposed work and the design thereof, with all such amounts being due five (5) days after Landlord's demand.

6.3 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all government laws, ordinances, rules and regulations, using Building standard materials where applicable, and Tenant shall, prior to construction, provide the additional insurance required under Article 11 in such case, and also all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof, including but not limited to, notices of non-responsibility, waivers of lien, surety company performance bonds and funded construction escrows and to protect Landlord and the Building and appurtenant land against any loss from any mechanic's, materialmen's or other liens. Tenant shall pay in addition to any sums due pursuant to Article 4, any increase in real estate taxes attributable to any such alteration, addition or improvement for so long, during the Term, as such increase is ascertainable; at Landlord's election said sums shall be paid in the same way as sums due under Article 4. Landlord may, as a condition to its consent to any particular

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

alterations or improvements, require Tenant to deposit with Landlord the amount reasonably estimated by Landlord as sufficient to cover the cost of removing such alterations or improvements and restoring the Premises, to the extent required under Section 26.2.

## 7. REPAIR.

7.1 Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except as specified in Exhibit B if attached to this Lease and except that Landlord shall repair and maintain the structural portions of the roof, foundation and walls of the Building. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them, except as set forth in the punch list to be delivered pursuant to Section 2.1. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

7.2 Tenant shall at its own cost and expense keep and maintain all parts of the Premises and such portion of the Building and improvements as are within the exclusive control of Tenant in good condition, promptly making all necessary repairs and replacements, whether ordinary or extraordinary, with materials and workmanship of the same character, kind and quality as the original (including, but not limited to, repair and replacement of all fixtures installed by Tenant, water heaters serving the Premises, windows, glass and plate glass, doors, exterior stairs, skylights, any special office entries, interior walls and finish work, floors and floor coverings, heating and air conditioning systems serving the Premises, electrical systems and fixtures, sprinkler systems, dock boards, truck doors, dock bumpers, plumbing work and fixtures, and performance of regular removal of trash and debris). Tenant as part of its obligations hereunder shall keep the Premises in a clean and sanitary condition. Tenant will, as far as possible keep all such parts of the Premises from deterioration due to ordinary wear and from falling temporarily out of repair, and upon termination of this Lease in any way Tenant will yield up the Premises to Landlord in good condition and repair, loss by fire or other casualty excepted (but not excepting any damage to glass). Tenant shall, at its own cost and expense, repair any damage to the Premises or the Building resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, employees, contractors, invitees, or any other person entering upon the Premises as a result of Tenant's business activities or caused by Tenant's default hereunder.

7.3 Except as provided in Article 22, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenances and equipment in the Building. Except to the extent, if any, prohibited by law, Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

7.4 Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing all heating and air conditioning systems and equipment serving the Premises (and a copy thereof shall be furnished to Landlord). The service contract must include all services suggested by the equipment manufacturer in the operation/maintenance manual and must become effective within thirty (30) days of the date Tenant takes possession of the Premises. Should Tenant fail to do so, Landlord may, upon notice to Tenant, enter into such a maintenance/ service contract on behalf of Tenant or perform the work and in either case, charge Tenant the cost thereof along with a reasonable amount for Landlord's overhead.

7.5 Landlord shall coordinate any repairs and other maintenance of any railroad tracks serving the Building and, if Tenant uses such rail tracks, Tenant shall reimburse Landlord or the railroad company from time to time upon demand, as additional rent, for its share of the costs of such repair and maintenance and for any other sums specified in any agreement to which Landlord or Tenant is a party respecting such tracks, such costs to be borne proportionately by all tenants in the Building using such rail tracks, based upon the actual number of rail cars shipped and received by such tenant during each calendar year during the Term.

8. **LIENS.** Tenant shall keep the Premises, the Building and appurtenant land and Tenant's leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant,

or obligations incurred by Tenant. In the event that Tenant fails, within ten (10) days following the imposition of any such lien, to either cause the same to be released of record or provide Landlord with insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall accept (such failure to constitute an Event of Default), Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant within five (5) days of Landlord's demand.

## 9. ASSIGNMENT AND SUBLETTING.

9.1 Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, subleasing or occupancy without the prior written consent of Landlord, such consent not to be unreasonably withheld, and said restrictions shall be binding upon any and all assignees of the Lease and subtenants of the Premises. In the event Tenant desires to sublet, or permit such occupancy of, the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord at least sixty (60) days but no more than one hundred twenty (120) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee.

9.2 Notwithstanding any assignment or subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an Event of Default, if the Premises or any part of them are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.

9.3 In addition to Landlord's right to approve of any subtenant or assignee, Landlord shall have the option, in its sole discretion, in the event of any proposed subletting or assignment, to terminate this Lease, or in the case of a proposed subletting of less than the entire Premises, to recapture the portion of the Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised, if at all, by Landlord giving Tenant written notice given by Landlord to Tenant within thirty (30) days following Landlord's receipt of Tenant's written notice as required above. However, if Tenant notifies Landlord, within five (5) days after receipt of Landlord's termination notice, that Tenant is rescinding its proposed assignment or sublease, the termination notice shall be void and the Lease shall continue in full force and effect. If this Lease shall be terminated with respect to the entire Premises pursuant to this Section, the Term of this Lease shall end on the date stated in Tenant's notice as the effective date of the sublease or assignment as if that date had been originally fixed in this Lease for the expiration of the Term. If Landlord recaptures under this Section only a portion of the Premises, the rent to be paid from time to time during the unexpired Term shall abate proportionately based on the proportion by which the approximate square footage of the remaining portion of the Premises shall be less than that of the Premises as of the date immediately prior to such recapture. Tenant shall, at Tenant's own cost and expense, discharge in full any outstanding commission obligation which may be due and owing as a result of any proposed assignment or subletting, whether or not the Premises are recaptured pursuant to this Section 9.3 and rented by Landlord to the proposed tenant or any other tenant.

9.4 In the event that Tenant sells, sublets, assigns or transfers this Lease, Tenant shall pay to Landlord as additional rent an amount equal to one hundred percent (100%) of any Increased Rent (as defined below), less the Costs Component (as defined below), when and as such Increased Rent is received by Tenant. As used in this Section, "Increased Rent" shall mean the excess of (i) all rent and other consideration which Tenant is entitled to receive by reason of any sale, sublease, assignment or other transfer of this Lease, over (ii) the rent otherwise payable by Tenant under this Lease at such time. For purposes of the foregoing, any consideration received by Tenant in form other than cash shall be valued at its fair market value as determined by Landlord in good faith. The "Costs Component" is that amount which, if paid monthly, would fully amortize on a straight-line basis, over the entire period for which Tenant is to receive Increased Rent, the

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

reasonable costs incurred by Tenant for leasing commissions and tenant improvements in connection with such sublease, assignment or other transfer.

9.5 Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation; (b) is already an occupant of the Building unless Landlord is unable to provide the amount of space required by such occupant; (c) is a governmental agency; (d) is incompatible with the character of occupancy of the Building; (e) with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits; or (f) would subject the Premises to a use which would: (i) involve increased personnel or wear upon the Building; (ii) violate any exclusive right granted to another tenant of the Building; (iii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or, (iv) involve a violation of Section 1.2. Tenant expressly agrees that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord, Landlord's refusal to consent to any assignment or sublease for any of the reasons described in this Section 9.5, shall be conclusively deemed to be reasonable.

9.6 Upon any request to assign or sublet, Tenant will pay to Landlord the Assignment/Subletting Fee plus, on demand, a sum equal to all of Landlord's costs, including reasonable attorney's fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 9 shall be void.

9.7 If Tenant is a corporation, limited liability company, partnership or trust, any transfer or transfers of or change or changes within any twelve (12) month period in the number of the outstanding voting shares of the corporation or limited liability company, the general partnership interests in the partnership or the identity of the persons or entities controlling the activities of such partnership or trust resulting in the persons or entities owning or controlling a majority of such shares, partnership interests or activities of such partnership or trust at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 9 to the same extent and for all intents and purposes as though such an assignment.

10. **INDEMNIFICATION.** None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Building to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant or any Tenant Entity to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

## 11. INSURANCE.

11.1 Tenant shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity

incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury and property damage liability and \$1,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident; (c) Worker's Compensation Laws with limits as required by statute and Employers Liability with limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease--each employee; (d) All Risk or Special Form coverage protecting Tenant against loss of or damage to Tenant's alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured; and, (e) Business Interruption Insurance with limit of liability representing loss of at least approximately six (6) months of income.

11.2 The aforesaid policies shall (a) be provided at Tenant's expense; (b) name the Landlord Entities as additional insureds (General Liability) and loss payee (Property—Special Form); (c) be issued by an insurance company with a minimum Best's rating of "A-VII" during the Term; and (d) provide that said insurance shall not be canceled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Landlord; a certificate of Liability insurance on ACORD Form 25 and a certificate of Property insurance on ACORD form 28 shall be delivered to Landlord by Tenant upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

11.3 Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation including liability under any applicable structural work act, and such other insurance as Landlord shall require; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such Work.

12. **WAIVER OF SUBROGATION.** So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. **SERVICES AND UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler system charges and other utilities and services used on or from the Premises, together with any taxes, penalties, and surcharges or the like pertaining thereto and any maintenance charges for utilities. Tenant shall furnish all electric light bulbs, tubes and ballasts, battery packs for emergency lighting and fire extinguishers. If any such services are not separately metered to Tenant, Tenant shall pay such proportion of all charges jointly metered with other premises as determined by Landlord, in its sole discretion, to be reasonable. Any such charges paid by Landlord and assessed against Tenant shall be immediately payable to Landlord on demand and shall be additional rent hereunder. Tenant will not, without the written consent of Landlord, contract with a utility provider to service the Premises with any utility, including, but not limited to, telecommunications, electricity, water, sewer or gas, which is not previously providing such service to other tenants in the Building. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises.

14. **HOLDING OVER.** Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part of them after termination of this Lease by lapse of time or otherwise at the rate ("Holdover Rate") which shall be Two Hundred Percent (200%) of the greater of (a) the amount of the Annual Rent for the last period prior to the date of such termination plus all Rent Adjustments under Article 4; and (b) the then market rental value of the Premises as determined by Landlord assuming a new lease of the Premises of the then usual duration and other terms, in either case, prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention. If Landlord gives notice to Tenant of Landlord's election to such effect, such holding over shall constitute renewal of this Lease for a period from month to month or one (1) year, whichever shall be specified in such notice, in either case at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate shall be deemed to have been created. In any event, no provision of this Article 14 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law.

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

15. **SUBORDINATION.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord's interest or estate in the Building, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days of Landlord's request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord.

16. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with all the rules and regulations as set forth in Exhibit D to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such rules and regulations.

17. **REENTRY BY LANDLORD.**

17.1 Landlord reserves and shall at all times have the right to re-enter the Premises to inspect the same, to show said Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Landlord shall have the right at any time to change the arrangement and/or locations of entrances, or passageways, doors and doorways, and corridors, windows, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building is commonly known. In the event that Landlord damages any portion of any wall or wall covering, ceiling, or floor or floor covering within the Premises, Landlord shall repair or replace the damaged portion to match the original as nearly as commercially reasonable but shall not be required to repair or replace more than the portion actually damaged. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 17.

17.2 For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant's vaults and safes or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. As to any portion to which access cannot be had by means of a key or keys in Landlord's possession, Landlord is authorized to gain access by such means as Landlord shall elect and the cost of repairing any damage occurring in doing so shall be borne by Tenant and paid to Landlord within five (5) days of Landlord's demand.

18. **DEFAULT.**

18.1 Except as otherwise provided in Article 20, the following events shall be deemed to be Events of Default under this Lease:

18.1.1 Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to Landlord required by this Lease, whether or not treated as additional rent under this Lease, and such failure shall continue for a period of five (5) days after written notice that such payment was not made when due, but if any such notice shall be given, for the twelve (12) month period commencing with the date of such notice, the failure to pay within five (5) days after due any additional sum of money becoming due to be paid to Landlord under this Lease during such period shall be an Event of Default, without notice.

18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within twenty (20) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant provided, however, that such failure shall not be

an event of default if such failure could not reasonably be cured during such twenty (20) day period, Tenant has commenced the cure within such twenty (20) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.

18.1.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only.

18.1.4 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

18.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

## 19. REMEDIES.

19.1 Except as otherwise provided in Article 20, upon the occurrence of any of the Events of Default described or referred to in Article 18, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, concurrently or consecutively and not alternatively:

19.1.1 Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease.

19.1.2 Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant waiving any right to claim damages for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord under this Lease or by operation of law.

19.1.3 Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent under this Lease, and other sums due and payable by Tenant on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (a) an amount equal to the then present value of the rent reserved in this Lease for the residue of the stated Term of this Lease including any amounts treated as additional rent under this Lease and all other sums provided in this Lease to be paid by Tenant, minus the fair rental value of the Premises for such residue; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described in Section 19.1.4 relating to recovery of the Premises, preparation for reletting and for reletting itself; and (c) the cost of performing any other covenants which would have otherwise been performed by Tenant.

19.1.4 Upon any termination of Tenant's right to possession only without termination of the Lease:

19.1.4.1 Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in Section 19.1.2 shall terminate the Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, under this

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

Lease for the full Term, and if Landlord so elects Tenant shall continue to pay to Landlord the entire amount of the rent as and when it becomes due, including any amounts treated as additional rent under this Lease, for the remainder of the Term plus any other sums provided in this Lease to be paid by Tenant for the remainder of the Term.

19.1.4.2 Landlord shall use commercially reasonable efforts to relet the Premises or portions thereof to the extent required by applicable law. Landlord and Tenant agree that nevertheless Landlord shall at most be required to use only the same efforts Landlord then uses to lease premises in the Building generally and that in any case that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises or portions thereof over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available and that Landlord shall have the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet only a portion of the Premises, or a portion of the Premises or the entire Premises as a part of a larger area, and the right to change the character or use of the Premises. In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any commission incurred by Landlord, within five (5) days of Landlord's demand. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant unless such offered tenant has a credit-worthiness acceptable to Landlord and leases the entire Premises upon terms and conditions including a rate of rent (after giving effect to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs) all no less favorable to Landlord than as called for in this Lease, nor shall Landlord be required to make or permit any assignment or sublease for more than the current term or which Landlord would not be required to permit under the provisions of Article 9.

19.1.4.3 Until such time as Landlord shall elect to terminate the Lease and shall thereupon be entitled to recover the amounts specified in such case in Section 19.1.3, Tenant shall pay to Landlord upon demand the full amount of all rent, including any amounts treated as additional rent under this Lease and other sums reserved in this Lease for the remaining Term, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises; and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article 19 as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

19.2 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) cure such default at Tenant's sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, enter into and upon the Premises if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom and Tenant agrees to reimburse Landlord within five (5) days of Landlord's demand as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, plus interest from the date of expenditure by Landlord at the Wall Street Journal prime rate.

19.3 Tenant understands and agrees that in entering into this Lease, Landlord is relying upon receipt of all the Annual and Monthly Installments of Rent to become due with respect to all the Premises originally leased hereunder over the full Initial Term of this Lease for amortization, including interest at the Amortization Rate. For purposes hereof, the "Concession Amount" shall be defined as the aggregate of all amounts forgone or expended by Landlord as free rent under the lease, under Exhibit B hereof for construction allowances (excluding therefrom any amounts expended by Landlord for Landlord's Work, as defined in Exhibit B), and for brokers' commissions payable by reason of this Lease. Accordingly, Tenant agrees that if this Lease or Tenant's right to possession of the Premises leased hereunder shall be terminated as of any date ("Default Termination Date") prior to the expiration of the full Initial Term hereof by reason of a default of Tenant, there shall be due and owing to Landlord as of the day prior to the Default Termination Date, as rent in addition to all other amounts owed by Tenant as of such Date, the amount ("Unamortized Amount") of the Concession Amount determined as set

forth below; provided, however, that in the event that such amounts are recovered by Landlord pursuant to any other provision of this Article 19, Landlord agrees that it shall not attempt to recover such amounts pursuant to this Paragraph 19.3. For the purposes hereof, the Unamortized Amount shall be determined in the same manner as the remaining principal balance of a mortgage with interest at the Amortization Rate payable in level payments over the same length of time as from the effectuation of the Concession concerned to the end of the full Initial Term of this Lease would be determined. The foregoing provisions shall also apply to and upon any reduction of space in the Premises, as though such reduction were a termination for Tenant's default, except that (i) the Unamortized Amount shall be reduced by any amounts paid by Tenant to Landlord to effectuate such reduction and (ii) the manner of application shall be that the Unamortized Amount shall first be determined as though for a full termination as of the Effective Date of the elimination of the portion, but then the amount so determined shall be multiplied by the fraction of which the numerator is the rentable square footage of the eliminated portion and the denominator is the rentable square footage of the Premises originally leased hereunder; and the amount thus obtained shall be the Unamortized Amount.

19.4 If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord's rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys' fees and costs. **TENANT EXPRESSLY WAIVES ANY RIGHT TO: (A) TRIAL BY JURY; AND (B) SERVICE OF ANY NOTICE REQUIRED BY ANY PRESENT OR FUTURE LAW OR ORDINANCE APPLICABLE TO LANDLORDS OR TENANTS BUT NOT REQUIRED BY THE TERMS OF THIS LEASE.**

19.5 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

19.6 No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an Event of Default shall not be deemed or construed to constitute a waiver of such Default or of Landlord's right to enforce any such remedies with respect to such Default or any subsequent Default.

19.7 To secure the payment of all rentals and other sums of money becoming due from Tenant under this Lease, Landlord shall have and Tenant grants to Landlord a first lien upon the leasehold interest of Tenant under this Lease, which lien may be enforced in equity, and a continuing security interest upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord under this Lease shall first have been paid and discharged. Upon the occurrence of an Event of Default, Landlord shall have, in addition to any other remedies provided in this Lease or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Section 19.7 at public or private sale upon five (5) days' notice to Tenant. Tenant shall execute all such financing statements and other instruments as shall be deemed necessary or desirable in Landlord's discretion to perfect the security interest hereby created.

19.8 Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

19.9 If more than one (1) Event of Default occurs during the Term or any renewal thereof, Tenant's renewal options, expansion options, purchase options and rights of first offer and/or refusal, if any are provided for in this Lease, shall be null and void.

## 20. TENANT'S BANKRUPTCY OR INSOLVENCY.

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "Debtor's Law"):

20.1.1 Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "Tenant's Representative") shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises than accorded to Tenant in Article 9, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor's Law. Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

20.1.1.1 Such Debtor's Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease.

20.1.1.2 Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three (3) months' rent and other monetary charges accruing under this Lease; and (b) any sum specified in Article 5; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease.

20.1.1.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

20.1.1.4 Landlord shall have, or would have had absent the Debtor's Law, no right under Article 9 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

21. **QUIET ENJOYMENT.** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

## 22. CASUALTY

22.1 In the event the Premises or the Building are damaged by fire or other cause and in Landlord's reasonable estimation such damage can be materially restored within one hundred eighty (180) days, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within forty-five (45) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord's reasonable estimation of the length of time within which material restoration can be made, and Landlord's determination shall be binding on Tenant. For purposes of this Lease, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage.

22.2 If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred eighty (180) days, Landlord and Tenant shall each have the option of giving the other, at any time within ninety (90) days after such damage, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Section 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises by, or belonging to, Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

22.4 In the event that Landlord should fail to complete such repairs and material restoration within sixty (60) days after the date estimated by Landlord therefor as extended by this Section 22.4, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, within fifteen (15) days after the expiration of said period of time, whereupon the Lease shall end on the date of such notice or such later date fixed in such notice as if the date of such notice was the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, strikes, lockouts, casualties, Acts of God, war, material or labor shortages, government regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

22.5 Notwithstanding anything to the contrary contained in this Article: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article 22 occur during the last twelve (12) months of the Term or any extension thereof, but if Landlord determines not to repair such damages Landlord shall notify Tenant and if such damages shall render any material portion of the Premises untenable Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord's notice; and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term.

22.6 In the event of any damage or destruction to the Building or Premises by any peril covered by the provisions of this Article 22, it shall be Tenant's responsibility to properly secure the Premises and upon notice from Landlord to remove forthwith, at its sole cost and expense, such portion of all of the property belonging to Tenant or its licensees from such portion or all of the Building or Premises as Landlord shall request.

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

23. **EMINENT DOMAIN.** If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's trade fixtures and moving expenses; Tenant shall make no claim for the value of any unexpired Term.

24. **SALE BY LANDLORD.** In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 24, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

25. **ESTOPPEL CERTIFICATES.** Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any mortgagee, beneficiary or purchaser, and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) day period Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be fully binding on Tenant.

26. **SURRENDER OF PREMISES.**

26.1 Tenant shall arrange to meet Landlord for two (2) joint inspections of the Premises, the first to occur at least thirty (30) days (but no more than sixty (60) days) before the last day of the Term, and the second to occur not later than forty-eight (48) hours after Tenant has vacated the Premises. In the event of Tenant's failure to arrange such joint inspections and/or participate in either such inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

26.2 All alterations, additions, and improvements in, on, or to the Premises made or installed by or for Tenant, including, without limitation, carpeting (collectively, "Alterations"), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations by whomsoever made, in the same conditions received or first installed, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Notwithstanding the foregoing, if Landlord elects by notice given to Tenant at least ten (10) days prior to expiration of the Term, Tenant shall, at Tenant's sole cost, remove any Alterations, including carpeting, so designated by Landlord's notice, and repair any damage caused by such removal. Tenant must, at Tenant's sole cost, remove upon termination of this Lease,

any and all of Tenant's furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, "Personalty"). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal. In lieu of requiring Tenant to remove Alterations and Personalty and repair the Premises as aforesaid, Landlord may, by written notice to Tenant delivered at least thirty (30) days before the Termination Date, require Tenant to pay to Landlord, as additional rent hereunder, the cost of such removal and repair in an amount reasonably estimated by Landlord.

26.3 All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term. Upon the expiration or earlier termination of the Term, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Tenant's obligation for unpaid amounts due or to become due to Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Tenant under this Lease.

27. **NOTICES.** Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Article 27, or if to Tenant at either its aforesaid address or its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee. Any such notice or document may also be personally delivered if a receipt is signed by and received from, the individual, if any, named in Tenant's Notice Address.

28. **TAXES PAYABLE BY TENANT.** In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties to this Lease: (a) upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation any gross income tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government with respect to the receipt of such rent; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises or any portion thereof, including any sales, use or service tax imposed as a result thereof; (c) upon or measured by the Tenant's gross receipts or payroll or the value of Tenant's equipment, furniture, fixtures and other personal property of Tenant or leasehold improvements, alterations or additions located in the Premises; or (d) upon this transaction or any document to which Tenant is a party creating or transferring any interest of Tenant in this Lease or the Premises. In addition to the foregoing, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed against Tenant and which become payable during the term hereof upon Tenant's equipment, furniture, fixtures and other personal property of Tenant located in the Premises.

29. **RELOCATION OF TENANT.** Landlord, at its sole expense, on at least sixty (60) days prior written notice, may require Tenant to move from the Premises to other space of comparable size and decor in order to permit Landlord to consolidate the space leased to Tenant with other adjoining space leased or to be leased to another tenant. In the event of any such relocation, Landlord will pay all expenses of preparing and decorating the new premises so that they will be substantially similar to the Premises from which Tenant is moving, and Landlord will also pay the expense of moving Tenant's furniture and equipment to the relocated premises. In such event this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that revised Reference Pages and a revised Exhibit A shall become part of this Lease and shall reflect the location of the new premises.

30. **DEFINED TERMS AND HEADINGS.** The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification

RECEIVED

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

or insurance of Landlord shall apply to and inure to the benefit of all the following "Landlord Entities", being Landlord, Landlord's investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms "Tenant" and "Landlord" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The term "rentable area" shall mean the rentable area of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant's Proportionate Share shown on the Reference Pages; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Building or any business park or complex of which the Building is a part, remeasurement or other circumstance reasonably justifying adjustment. The term "Building" refers to the structure in which the Premises are located and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto. If the Building is part of a larger complex of structures, the term "Building" may include the entire complex, where appropriate (such as shared Expenses or Taxes) and subject to Landlord's reasonable discretion.

31. **TENANT'S AUTHORITY.** If Tenant signs as a corporation, partnership, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a corporate resolution, proof of due authorization by partners, opinion of counsel or other appropriate documentation reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease.

Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

32. **FINANCIAL STATEMENTS AND CREDIT REPORTS.** At Landlord's request, Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant's most recent audited financial statement, or, if unaudited, certified by Tenant's chief financial officer as being true, complete and correct in all material respects. Tenant hereby authorizes Landlord to obtain one or more credit reports on Tenant at any time, and shall execute such further authorizations as Landlord may reasonably require in order to obtain a credit report.

33. **COMMISSIONS.** Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as described on the Reference Pages.

34. **TIME AND APPLICABLE LAW.** Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the state in which the Building is located.

35. **SUCCESSORS AND ASSIGNS.** Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

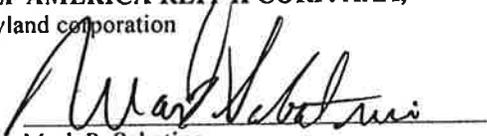
36. **ENTIRE AGREEMENT.** This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or any of its representatives or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

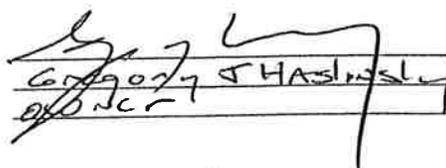
37. **EXAMINATION NOT OPTION.** Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord any security deposit required by Article 5, the first month's rent as set forth in Article 3 and any sum owed pursuant to this Lease.

38. **RECORDATION.** Tenant shall not record or register this Lease or a short form memorandum hereof without the prior written consent of Landlord, and then shall pay all charges and taxes incident such recording or registration.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

39. **LIMITATION OF LANDLORD'S LIABILITY.** Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager's trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

**LANDLORD:**  
**RREEF AMERICA REIT II CORP. AAA,**  
a Maryland corporation  
By:   
Mark P. Sabatino  
Vice President, Asset Manager

**TENANT:**  
**RIVERVIEW HOLDINGS, LLC,**  
a Delaware limited liability company  
By:   
Name: Gregory J. Haslinski  
Title: Owner

Dated: 3/24, 2014

Dated: 13 March, 2014

**RECEIVED**  
**MAY 19 2016**  
**SOLID & HAZARDOUS WASTE**  
**MANAGEMENT SECTION**

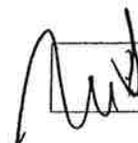
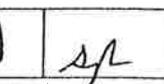
**EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES**

**attached to and made a part of Lease bearing the  
Lease Reference Date of \_\_\_\_\_, 2014 between  
RREEF America REIT II Corp. AAA, as Landlord and  
Riverview Holdings, LLC, as Tenant**

Exhibit A is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights set forth in Article 17 with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.



A-1

   
Initials

**EXHIBIT A-1 – SITE PLAN**

**attached to and made a part of Lease bearing the  
Lease Reference Date of \_\_\_\_\_, 2014, between  
RREEF America REIT II Corp. AAA, as Landlord and  
Riverview Holdings, LLC, as Tenant**

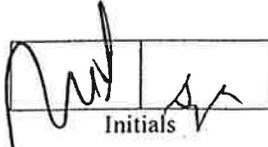
Exhibit A-1 is intended only to show the general location of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights set forth in Article 17 with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.

**RECEIVED**

**MAY 19 2016**

**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

A-1

  
Initials

**EXHIBIT B -- INITIAL ALTERATIONS**

**attached to and made a part of Lease bearing the  
Lease Reference Date of \_\_\_\_\_, 2014, between  
RREEF America REIT II Corp. AAA, as Landlord and  
Riverview Holdings, LLC, as Tenant**

Landlord shall, at Landlord's sole cost, deliver the Premises with the following improvements ("Landlord's Work"):

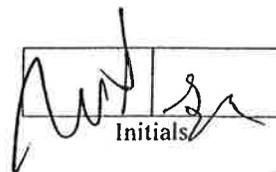
A. Warehouse. In the warehouse area of the Premises, the Landlord shall provide the following:

Electric Service: Minimum 200 amp 3 phase 240V service  
Lighting: All fixtures working with bulbs in place  
Heating: System serviced and working  
Overhead loading dock door in good working order  
Floor broom cleaned

B. Office. In the office area of the Premises, the Landlord shall provide the following:

1. Carpet throughout the office
2. All walls painted
3. Offices cleaned
4. All lighting fixtures shall be working with light bulbs in place
5. There shall be HVAC service to the office, in working condition
6. There shall be locks on the office doors
7. There shall be internet and phone service to the office area
8. Deliver with a new HVAC system for the office area

All of Landlord's Work shall be performed using building standard materials, products, colors and specifications.

  
Initials

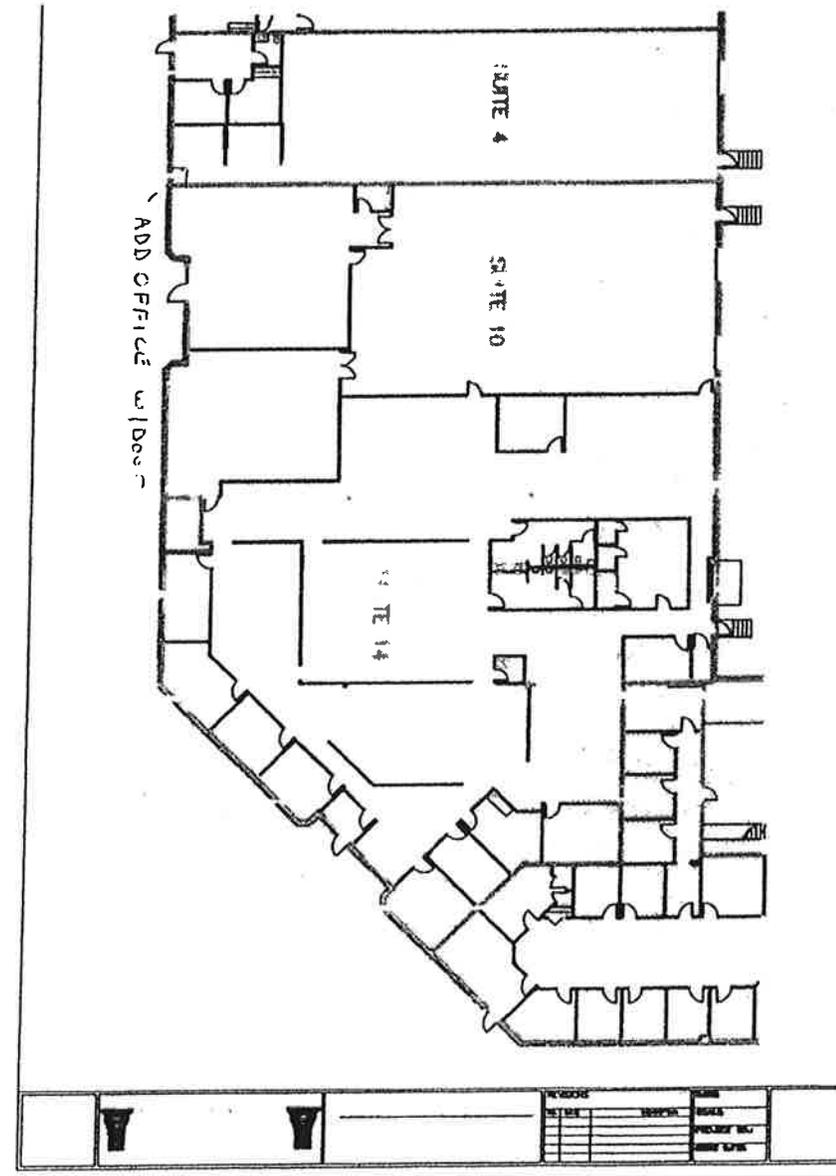
RECEIVED

MAY 19 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

EXHIBIT B-1 - OFFICE PLAN

attached to and made a part of Lease bearing the  
Lease Reference Date of \_\_\_\_\_, 2014, between  
RREEF America REIT II Corp. AAA, as Landlord and  
Riverview Holdings, LLC, as Tenant



B-1

*[Handwritten Signature]*  
Initials

EXHIBIT C – COMMENCEMENT DATE MEMORANDUM

attached to and made a part of Lease bearing the Lease Reference Date of \_\_\_\_\_, 2014, between RREEF America REIT II Corp. AAA, as Landlord and Riverview Holdings, LLC, as Tenant

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of \_\_\_\_\_, 2014, by and between RREEF America REIT II Corp. AAA (“Landlord”) and Riverview Holdings, LLC (“Tenant”).

Recitals:

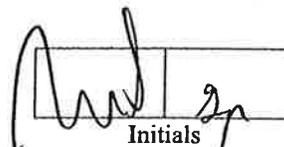
- A. Landlord and Tenant are parties to that certain Lease, dated for reference \_\_\_\_\_, 2014 (the “Lease”) for certain premises (the “Premises”) consisting of approximately 4,253 square feet at the building commonly known as 18 Boulden Circle, New Castle, Delaware 19720
- B. Tenant is in possession of the Premises and the term of the Lease has commenced.
- C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the Termination Date and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1. The actual Commencement Date is \_\_\_\_\_.
- 2. The actual Termination Date is \_\_\_\_\_.
- 3. The schedule of the Annual Rent and the Monthly Installment of Rent set forth on the Reference Pages is deleted in its entirety, and the following is substituted therefor:

*[insert rent schedule]*

- 4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

  
Initials

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**LANDLORD:**

**RREEF AMERICA REIT II CORP. AAA,**  
a Maryland corporation

By: \_\_\_\_\_ DO NOT SIGN \_\_\_\_\_  
Mark P. Sabatino  
Vice President, Asset Manager

Dated: \_\_\_\_\_, 2014

**TENANT:**

**RIVERVIEW HOLDINGS, LLC,**  
a Delaware limited liability company

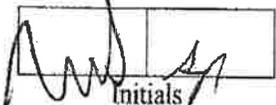
By: \_\_\_\_\_ DO NOT SIGN \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

**RECEIVED**

**MAY 16 2016**

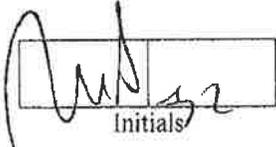
**SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION**

  
Initials

**EXHIBIT D – RULES AND REGULATION**

**attached to and made a part of Lease bearing the  
Lease Reference Date of \_\_\_\_\_, 2014, between  
RREEF America REIT II Corp. AAA, as Landlord and  
Riverview Holdings, LLC, as Tenant**

1. No sign, placard, picture, advertisement, name or notice (collectively referred to as "Signs") shall be installed or displayed on any part of the outside of the Building without the prior written consent of the Landlord which consent shall be in Landlord's sole discretion. All approved Signs shall be printed, painted, affixed or inscribed at Tenant's expense by a person or vendor approved by Landlord and shall be removed by Tenant at Tenant's expense upon vacating the Premises. Landlord shall have the right to remove any Sign installed or displayed in violation of this rule at Tenant's expense and without notice.
2. If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises or Building, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.
3. Tenant shall not alter any lock or other access device or install a new or additional lock or access device or bolt on any door of its Premises without the prior written consent of Landlord. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys or other means of access to all doors.
4. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord. Landlord shall direct electricians as to where and how telephone, data, and electrical wires are to be introduced or installed. The location of burglar alarms, telephones, call boxes or other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.
5. Tenant shall not place a load upon any floor of its Premises, including mezzanine area, if any, which exceeds the load per square foot that such floor was designed to carry and that is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.
6. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord's prior written consent which consent shall be in Landlord's sole discretion.
7. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster or drywall (except for pictures and general office uses) or in any way deface the Premises or any part thereof. Tenant shall not affix any floor covering to the floor of the Premises or paint or seal any floors in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.
8. No cooking shall be done or permitted on the Premises, except that Underwriters' Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.
9. Tenant shall not use any hand trucks except those equipped with the rubber tires and side guards, and may use such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building. Forklifts which operate on asphalt areas shall only use tires that do not damage the asphalt.
10. Tenant shall not use the name of the Building or any photograph or other likeness of the Building in connection with or in promoting or advertising Tenant's business except that Tenant may include the Building name in Tenant's address.

  
Initials

Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.

11. All trash and refuse shall be contained in suitable receptacles at locations approved by Landlord. Tenant shall not place in the trash receptacles any personal trash or material that cannot be disposed of in the ordinary and customary manner of removing such trash without violation of any law or ordinance governing such disposal.

12. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governing authority.

13. Tenant assumes all responsibility for securing and protecting its Premises and its contents including keeping doors locked and other means of entry to the Premises closed.

14. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. No person shall go on the roof without Landlord's permission.

16. Tenant shall not permit any animals, other than seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the property.

17. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed on any portion of the Premises or parking lot.

18. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any tenant or tenants, and any such waiver by Landlord shall not be construed as a waiver of such Rules and Regulations for any or all tenants.

19. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order in and about the Building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

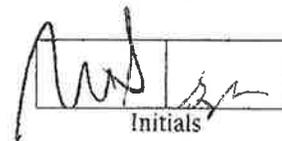
20. Any toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

21. Tenant shall not permit smoking or carrying of lighted cigarettes or cigars in areas reasonably designated by Landlord or any applicable governmental agencies as non-smoking areas.

22. Any directory of the Building or project of which the Building is a part ("Project Area"), if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to charge for the use thereof and to exclude any other names.

23. Canvassing, soliciting, distribution of handbills or any other written material in the Building or Project Area is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any goods or merchandise in the Building or Project Area without the written consent of Landlord.

24. Any equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration.

  
Initials

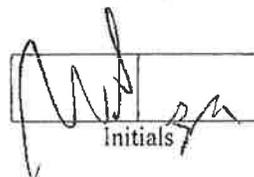
25. Driveways, sidewalks, halls, passages, exits, entrances and stairways ("Access Areas") shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. Access areas are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building or its tenants.

26. Landlord reserves the right to designate the use of parking areas and spaces. Tenant shall not park in visitor, reserved, or unauthorized parking areas. Tenant and Tenant's guests shall park between designated parking lines only and shall not park motor vehicles in those areas designated by Landlord for loading and unloading. Vehicles in violation of the above shall be subject to being towed at the vehicle owner's expense. Vehicles parked overnight without prior written consent of the Landlord shall be deemed abandoned and shall be subject to being towed at vehicle owner's expense. Tenant will from time to time, upon the request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees or agents.

27. No trucks, tractors or similar vehicles can be parked anywhere other than in Tenant's own truck dock area. Tractor-trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the parking areas or on streets adjacent thereto.

28. During periods of loading and unloading, Tenant shall not unreasonably interfere with traffic flow and loading and unloading areas of other tenants. All products, materials or goods must be stored within the Tenant's Premises and not in any exterior areas, including, but not limited to, exterior dock platforms, against the exterior of the Building, parking areas and driveway areas. Tenant agrees to keep the exterior of the Premises clean and free of nails, wood, pallets, packing materials, barrels and any other debris produced from their operation.

RECEIVED  
MAY 16 2016  
SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

  
Initials

RECEIVED

MAY 16 2016

SOLID & HAZARDOUS WASTE  
MANAGEMENT SECTION

EXHIBIT E – LEASE RIDER

attached to and made a part of Lease bearing the  
Lease Reference Date of \_\_\_\_\_, 2014, between  
RREEF America REIT II Corp. AAA, as Landlord and  
Riverview Holdings, LLC, as Tenant

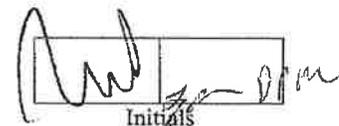
This Lease Rider is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Riverview Holdings, LLC (the "Franchisee") and RREEF America REIT II Corp. AAA, ("Landlord") and Securis Franchising, LLC ("Franchisor") as a Rider to the Lease dated as of \_\_\_\_\_ (as amended, renewed, and/or extended from time to time, "Lease") for the Premises located at 18 Boulden Circle, Suite 4 (the "Premises"), New Castle, Delaware (the "Location").

WHEREAS, the Franchisee has executed a franchise agreement (the "Franchise Agreement") with Securis Franchising, LLC, a Virginia limited liability company (the "Franchisor"), for the operation of a Securis business (the "Securis Business") at the Location, and as a requirement thereof, the Lease for the Location must include the provisions contained in this Rider; and

WHEREAS, Landlord and the Franchisee agree that the terms contained herein shall supersede any terms to the contrary set forth in the Lease;

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Franchisor and/or the Franchisee (as indicated below) hereby agree as follows:

1. Franchisee agrees that the Location only may be used for the operation of a Securis Business. Landlord has no obligation with respect to Franchisee's use of the Premises.
2. Landlord and Franchisee agree that Landlord shall deliver to the Franchisor a copy of any notice of default or termination of the Lease at the same time such notice is delivered to the Franchisee.
3. Landlord and Franchisee agree that if the Lease is terminated prior to its scheduled expiration date or if Tenant's possession of the Premises is terminated prior to the scheduled expiration of the Lease, the Franchisor shall have a period of 30 days following the date of such termination (a) to enter the Premises and remove any signs or other articles bearing any trade names, logos, trade-marks that are part of the System and de-identify the leased Premises as a Securis business (including removing any Securis trade dress features and/or fixtures), without legal process and without being guilty of trespass, and to remove all property of Franchisee, provided that prior to entering the Premises, Franchisor pays Landlord rent for such 30 day period at the rental rate applicable for the last month of Franchisee's occupancy of the Premises, and (b) to enter into a new lease for the Premises on terms acceptable to Landlord and Franchisor.
4. Landlord and the Franchisor may rely upon any notice from either of them regarding the status of the Lease or of the Franchise Agreement; they shall have no duty to perform any independent investigation to verify the Franchisee's rights under the Lease or the Franchise Agreement; and, the Franchisee agrees to indemnify and hold the Franchisor harmless from any and all claims arising out of the Lease and the reliance upon the Franchisor's or Landlord's representations regarding the Franchisee's status, the status of the Franchisor or the status of the Franchise Agreement.

  
Initials

5. So long as no Event of Default exists under the Lease, if the Franchise Agreement expires or is terminated prior to the expiration of the Lease, Landlord agrees to provide Franchisor with a period of 30 days to negotiate with Landlord and Franchisee to enter into a new lease (replacing the Lease) with the Franchisor for the Premises on terms acceptable to Landlord and Franchisor (the "Replacement Lease"). The 30-day negotiation period shall commence at such time as Landlord receives a joint written notice from Franchisor and Franchisee, stating that the Franchise Agreement has been terminated and that Franchisor and Landlord are authorized by Franchisee to discuss a Replacement Lease. Landlord has no obligation to enter into a replacement Lease and, in all events, the Lease shall remain in full force and effect until the expiration date of the Lease unless the same is terminated by the mutual written agreement of Landlord and Franchisee. Franchisor shall pay all of Landlord's legal fees with respect to the Replacement Lease, and any leasing commissions due with respect to the Replacement Lease.
  
6. Copies of any and all notices required to be sent to Franchisor hereunder shall also be sent to Franchisor at Securis, 14801 Willard Road, Suite 800, Chantilly, Virginia 20151, Attn: President or such other address as the Franchisor shall specify by written notice to Landlord.

LANDLORD:

RREEF AMERICA REIT II CORP. AAA

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

FRANCHISOR:

SECURIS FRANCHISING, LLC

By: *Dan P. Mattlock*  
 Name: Daniel P. Mattlock  
 Title: Director of Franchise Sales & Marketing  
 Date: 3/19/14

THE FRANCHISEE:

RIVERVIEW HOLDINGS, LLC

By: *[Signature]*  
 Name: Gregory J. Harshbarger  
 Title: Owner  
 Date: 3/22/14

*[Initials]*  
 Initials