



.....**COMPANY PROFILE**

R&R Express Logistics, Inc.

#3 Crafton Square

Pittsburgh, PA 15205

P: 800.223.8973

F: 412.920.1899 www.shiprrexp.com

For New Carrier Set Up Please Email or Fax Requests to:

E: newcarrier@shiprrexp.com

F: 877-458-2769

Privately held and profitable transportation company since 1982 with over 230 units, including flatbed, dry-van, and intermodal drayage equipment.

Federal ID#: 27-0581469

MC#: MC 686931

D&B: 11-061-1063

SCAC: RREJ

CORPORATE OFFICERS

President	Richard Francis	rich@balrrexp.com	800.223.8973
Controller	Stacy Staps	stacy@balrrexp.com	800.223.8973
Vice President	Ray Francis	ray@balrrexp.com	800.223.8973
Office Manager	Donna Hatcher	donna@balrrexp.com	800.223.8973

SUBMIT LOAD PAPERWORK:

R&R Express, Inc.
#3 Crafton Square
Pittsburgh, PA 15205
800.223.8973

REMIT PAYMENT TO:

R&R Express, Inc.
P.O. Box 912394
Denver, CO 80291-1494
800.223.8973

BANK INFORMATION:

Wells Fargo
1740 Broadway, 6th Floor
Denver, CO 80274
800.336.6234

CREDIT REFERENCES

ET Transportation
3236 Perchingbird Lane
Las Vegas, NV 89084
702-994-6051 Phone
702-463-9320 Fax
javierrobles@yahoo.com
Enrique Torrijos

Greatwide American Trans
Freight Inc.
2150 Cabot Boulevard West
Langhorne, PA 19047
915-886-5745 Phone
866-740-5709 Fax

MMJ Transportation Inc.
6703 Park Lane
Suite 3
Westmont, IL 60559
773-377-8721 Phone
773-437-8017 Fax
Luke Stanoeski



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
September 04, 2009

LICENSE
MC-686931-B
R & R EXPRESS LOGISTICS INC
PITTSBURG, PA

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in blue ink that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2015

PRODUCER (904) 261-9828
Southern States Insurance Agency Inc
301 Centre Street

Amelia Island FL 32034-

INSURED
R&R EXPRESS, INC.
#3 CRAFTON SQUARE

PITTSBURGH PA 15205-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM HALLMARK INS CO OF TX	43494
INSURER B: ENDURANCE AMERICAN INS CO	10641
INSURER C: EVANSTON INS CO	35378
INSURER D: ATLANTIC SPECIALTY INS CO	27154
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$0. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LB21504	09/01/2015	09/01/2016	EACH OCCURRENCE	\$ 1,000,000
				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				/ /	/ /	MED EXP (Any one person)	\$ 5,000
				/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
				/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$5,000. (PA) <input checked="" type="checkbox"/> UM/UIM \$35,000.	AHI-P2251-370264 Trailer I/C \$50,000 Limit Tr I/C Deductible \$1,000.	10/01/2015	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				/ /	/ /	BODILY INJURY (Per person)	\$
				/ /	/ /	BODILY INJURY (Per accident)	\$
				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
				/ /	/ /	OTHER THAN EA ACC	\$
				/ /	/ /	AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE	\$
				/ /	/ /	AGGREGATE	\$
				/ /	/ /		\$
				/ /	/ /		\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	406-03-65-28-0003	11/01/2015	01/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
				/ /	/ /	E.L. EACH ACCIDENT	\$ 1,000,000
				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		OTHER CARGO: (CONT. CARGO \$500K LMT, \$5K DED); N/O TRLR PD LMT \$35K	IMU10007056800 (LEGAL LIABILITY FORM) N/O TRLR PD DED \$2,500.	05/18/2015	05/18/2016	CARGO-LmtAny1Veh/Occ	250,000
				/ /	/ /	REEFER BREAKDOWN LMT	250,000
				/ /	/ /	DEDUCTIBLE PER OCC	5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS


RE: R&R EXPRESS LOGISTICS INC MC #686931

CERTIFICATE HOLDER

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**FOR INFORMATIONAL PURPOSES ONLY**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^a	Date ^a
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



April 21, 2015

RICHARD S FRANCIS
R & R EXPRESS LOGISTICS INC
#3 CRAFTON SQUARE
PITTSBURGH, IL 15205

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of RREJ has been renewed for:

R & R EXPRESS LOGISTICS INC
#3 CRAFTON SQUARE
PITTSBURGH, IL 15205
MC-686931

This Alpha Code will apply only to the company name shown above through June 30, 2016. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy of this letter has been requested by BCBP, you should then forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
8444 Terminal Road, Beauregard (A-105.5)
Lorton, VA 22079
AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810



#3 Crafton Square
 Pittsburgh, PA 15106
 P: 800-223-8973

ATTENTION CARRIER!

Please complete this form and send along with the following documents to email: newcarrier@shiprrexp.com or fax to (877)458-2769:

- x Insurance certificate showing R&R Express, Inc. as the certificate holder
 - o \$1,000,000 Auto Liability required
 - o \$100,000 Cargo Liability required
- x Copy of the carrier's contract or common carrier authority (Company's name must match name on insurance certificate)
- x Completed W-9 Form
- x Signed R&R Express, Inc. – Broker/Carrier Agreement

COMPANY INFORMATION					
Carrier Name:			Agent Name or Terminal Number		
Fed ID #:		MC #:		DOT #:	
Physical Address			Remit to Address		
Address:			Address:		
City:			City:		
State:		Zip:		State:	
Contact:			Email:		
Phone:			<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> <p>IMPORTANT: PLEASE REMEMBER</p> </div>		
Fax:					
After Hours #:					

EQUIPMENT			
Number	Type	Number	Type
	Van		Lowboy/RGN
	Flat		Double Drop
	Flat (w/Side Kits)		Other (Please specify below)
	Reefer		
	Curtainside Van		
	Hot Shots		
	Step Deck		
Number of Drivers			
Number of Power Units			
Number of Trailers			

Receive our Available Loads Email!!

Email: _____

Email: _____

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement (“Agreement”) is made and entered into this ___ day of _____, 20___, by and between each affiliated Registered Property BROKER entity identified herein operating under their respective License Number(s) and _____, (“CARRIER”) a Registered Motor Carrier, Permit/Certificate No. U.S. DOT No: _____; hereinafter, collectively, the "Parties", and each a “Party”.

For the purposes of this Agreement, the term "Registered" means operated under permit(s), license(s), and authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) of the U.S. Department of Transportation.

The Parties are entering this Agreement for their mutual benefit and to provide CARRIER with the opportunity to receive and accept (or decline) offers to transport one or more freight shipments from any one of the affiliated “Participating Brokers” executing this Agreement. The term “BROKER” as used herein shall refer to each duly Registered entity holding a property broker license or designation and named herein. CARRIER and each Participating BROKER may and shall rely on this Agreement governing their respective individual freight shipment transactions.

1. CARRIER REPRESENTS AND WARRANTS THAT:

- a.. CARRIER is a Registered Motor Carrier of property authorized to provide transportation of property services under contracts with shippers, receivers, and brokers of general commodities;
- b. CARRIER shall transport the property it receives pursuant to this Agreement under its own operating authority (registration and credentials) and subject to the terms of this Agreement. CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority. If CARRIER breaches this provision, BROKER shall have the right to pay the delivering carrier directly, in lieu of payment to CARRIER. CARRIER shall remain liable to BROKER under this Agreement notwithstanding BROKER's payment to the delivering carrier;
- c. CARRIER makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- d. CARRIER agrees that the insertion of BROKER's name as “carrier” on a bill of lading shall be for convenience only, and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier;
- e. CARRIER is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to CARRIER’s operation and services including, but not limited to applicable regulations concerning: transportation of Hazardous Materials (including the licensing and training of HAZMAT qualified drivers) as defined in 49 C.F.R. §172.800, §173, and §397 et seq. and to the extent that any shipments hereunder constitute Hazardous Materials; cargo security; owner/operator lease; loading and securement of freight; implementation and maintenance of driver safety including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service; qualification and licensing and training of drivers; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products,; implementation and maintenance of equipment safety; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws including, but not limited to, workers' compensation;
- f. CARRIER is solely responsible for the management, governance, discipline, direction and control of its employees, any independent contractors, equipment owners and operators (including drivers), and equipment in all respects to ensure the safe operation of CARRIER’S regulated and unregulated activities as a Registered motor carrier. CARRIER agrees that the safe and compliant operation and performance of CARRIER’S equipment, drivers and facilities shall supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER’s customer with respect to any shipment;
- g. CARRIER will notify BROKER immediately if its license or Registration is revoked, suspended or rendered inactive for any reason; if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be, or is, terminated, cancelled, suspended, or revoked for any reason.

- h. CARRIER shall defend, indemnify and hold each Participating BROKER (regardless of whether any such BROKER tendered a shipment to CARRIER) and its shipper customer(s), including the parties identified as “consignor” and “consignee,” respectively, under the record bill of lading issued in connection with each shipment received and transported by CARRIER under this Agreement, harmless from any claims, actions or damages, arising out of CARRIER’s performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act(s) of the other. The obligation to defend shall include the costs of defense, attorney fees and costs, as they accrue;
- i. CARRIER does not have an "Unsatisfactory" safety rating determined by the Federal Motor Carrier Safety Administration (“FMCSA”), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". In the event that CARRIER fails to maintain insurance required hereunder, is notified that such insurance may become ineffective, or is otherwise prohibited by applicable law from performing services hereunder, CARRIER shall immediately notify BROKER and shall not accept or carry any loads or goods tendered to CARRIER by BROKER;
- j. CARRIER authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment;
- k. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly; and
- l. CARRIER acknowledges that this Agreement shall apply to all freight shipments tendered to CARRIER by any one of the BROKERS identified herein, and the individual BROKER identified in the Load Confirmation Sheet, on a shipment by shipment basis, shall be the sole BROKER entity responsible to CARRIER for the performance of BROKER’s responsibilities under this Agreement.

2. **BROKER’S RESPONSIBILITIES:**

- a. For each shipment of freight an individual Participating BROKER tenders to CARRIER, such BROKER shall provide CARRIER with the (i) place of origin and destination of the shipment(s); (ii) if notified by BROKER’s customer in advance, the type of commodities to be transported; and (iii) if requested by BROKER’s customer, any specified equipment requirements;
- b. Each Participating BROKER shall render commercial invoices, and provide billing services, for all freight shipments transported by CARRIER under this Agreement and deliver the same to the party responsible for payment. CARRIER shall invoice the named BROKER, which tendered the freight shipment to CARRIER, for CARRIER's charges, as mutually agreed in writing, by fax, or by electronic means, contained in the Load Confirmation Sheet(s), which are incorporated herein by reference. On a shipment by shipment basis, the Participating BROKER identified in the Load Confirmation Sheet shall be the sole Participating BROKER responsible to CARRIER for payment of CARRIER’s charges.
- c. **RATES:** A rate(s) which has been verbally agreed between BROKER and CARRIER shall be deemed confirmed in writing when CARRIER has billed the agreed rate and BROKER has made payment without dispute. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. CARRIER’s rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, stated as tariff rates, released rates or values, or tariff rules or circulars, shall not apply. Additional rates for truckload or less than truckload shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER’s requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- d. **PAYMENT:** BROKER agrees to pay CARRIER the agreed rates and charges within thirty (30) days of receipt of CARRIER’s invoice, which shall be accompanied by a signed bill of lading and proof of delivery, and any other receipt

or documentation BROKER requires. The Parties agree that the Participating BROKER which has tendered the freight shipment to CARRIER is the sole BROKER responsible for payment of CARRIER's charges.

- e. **BOND:** Each Participating BROKER shall maintain a surety bond / trust fund as required by law to maintain its respective status as a duly Registered property broker.
- f. Each Participating BROKER will notify CARRIER prior to any shipment tender if its respective license or Registration is revoked, suspended or rendered inactive for any reason, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- g. BROKER's responsibility is limited to arranging for, but not actually performing, the transportation of freight.

Each Participating BROKER acknowledges that the BROKER identified in the Load Confirmation Sheet, on a shipment by shipment basis, shall be the sole BROKER which may enforce this Agreement against CARRIER for the performance of CARRIER's responsibilities under this Agreement for a particular shipment or transaction.

3. CARRIER'S RESPONSIBILITIES:

- a. **EQUIPMENT:** In accordance with the representations and warranties in Paragraph 1 of this Agreement, CARRIER shall provide the necessary equipment and qualified personnel for the performance and completion of the transportation services required by BROKER'S customers. CARRIER shall not use any equipment that has been used to transport hazardous wastes, solid or liquid. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch.
- b. **BILL OF LADING:** CARRIER shall sign a bill of lading, produced by shipper or CARRIER, for the property it receives under this Agreement. CARRIER shall become responsible, and therefore liable, for the freight it takes/receives possession of regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. With respect to CARRIER, this Agreement shall supersede any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) which are in conflict, or inconsistent, with the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo or freight by CARRIER shall not limit, reduce, or nullify CARRIER's liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
- c. **LOSS & DAMAGE CLAIMS:**
 - (i) CARRIER shall process each freight loss and damage claim it receives from a Participating BROKER, or any party entitled to recover against CARRIER for the same, pursuant to 49 C.F.R. §370.1 et seq., and any amendments thereto, for processing all loss and damage claims, including salvage, arising from freight shipments CARRIER transports pursuant to this Agreement; and
 - (ii) CARRIER shall cooperate with BROKER in the investigation of any claim for cargo loss, damage, delay, or destruction; and
 - (iii) CARRIER's liability for freight loss or damage from any cause shall be for the full actual value of the lost, damaged, or delayed freight as determined under 49 U.S.C. §14706, the "Carmack Amendment;" and
 - (iv) CARRIER's liability for freight loss and damage claims shall include legal fees and costs incurred by BROKER, either in defense or prosecution of the same; and
 - (v) Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss, the approximate financial amount of such loss, and an agreement to assume such responsibility has been made in writing; and
 - (vi) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make a settlement offer in writing on all cargo loss or damage claims within thirty (30) days of receipt of the claim. CARRIER's failure to pay, decline or offer settlement within this period shall be deemed an admission by CARRIER of full liability for the amount claimed, and a material breach of this Agreement; and

(vii) CARRIER shall pay to BROKER the full amount claimed by BROKER or the legal claimant for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to BROKER shall be paid and received for the account of the legal claimant, and shall be made within thirty (30) days following CARRIER's receipt of the claim statement and supporting documentation; and

(viii) Any exclusion from coverage contained in CARRIER's Cargo Insurance Policy shall not limit, reduce, or nullify CARRIER's liability for freight loss, damage, or delay.

- d. **INSURANCE:** CARRIER shall furnish a Certificate(s) of Insurance naming each Participating BROKER a "certificate holder," or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability of \$1 million; Motor Vehicle (Auto/Trucker's Liability) (including hired and non-owned vehicles) of \$1 million, (\$5 million if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); Primary Motor Carrier Cargo of \$100,000.00; workers' compensation with limits required by law. Except for higher coverage limits which may be specified above, the referenced insurance policies shall comply with the requirements of the U.S. DOT and Federal Motor Carrier Safety Administration.
- e. **ASSIGNMENT OF RIGHTS:** By operation of this Agreement, CARRIER assigns to the applicable Participating BROKER the right to collect CARRIER's freight charges from the party responsible for payment of the rates and charges due CARRIER for shipments transported under this Agreement.
- f. **CARRIER'S INSURANCE AND TAXES:** CARRIER shall retain exclusive responsibility, and liability, for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged by CARRIER in the performance of the transportation services to be provided under this Agreement. CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against any BROKER for any such obligations for which CARRIER is liable.
- g. **USE OF BROKER'S TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer, container, chassis or other equipment owned by or leased to a Participating BROKER or such BROKER's customer, or otherwise provided to CARRIER by a Participating BROKER or BROKER's customer (hereinafter the "Trailer(s)"), CARRIER shall be liable for any damage to the Trailer(s), destruction of the Trailer(s), theft from the Trailer(s), theft of any contents of the Trailer(s), and for any claims for bodily injury (including death) or property damage arising from or related to any accident involving the Trailer(s), regardless of whether such damage, injury, destruction, or theft is caused or occurs while any such Trailer is attached to CARRIER's power unit, except to the extent such damage, destruction, or theft is proximately caused by the negligence or willful misconduct of BROKER or BROKER's customer. In the event that applicable state law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable state law. In no event will a Trailer be used for any purpose other than performing Services hereunder, and in no event will CARRIER allow any third party or any power unit not operating under CARRIER's for-hire motor carrier authority to operate or pull any such Trailer, unless expressly authorized to do so in writing, which, must specify the freight shipment(s) for which such authorization is given. **CARRIER ACKNOWLEDGES AND AGREES THAT NEITHER BROKER NOR BROKER'S CUSTOMER MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRAILER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE.**
- h. **INDEMNIFICATION.** CARRIER shall defend, indemnify, and hold BROKER, BROKER's customer, and each of their affiliated entities harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees and costs, arising out of, or in any way related to, the performance or breach of this Agreement by CARRIER, its employees or CARRIER's independent contractors (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's obligations under this paragraph shall not apply to the extent that any Claim is directly and proximately caused by the negligence or other wrongful conduct of the party to be defended, indemnified or held harmless.

CARRIER hereby expressly waives any exclusive remedy defense, including, but not limited to, those available under any workers' compensation or other occupational accident statutory regime, to the extent necessary to effectuate CARRIER's obligations under this provision

i. **HANDLING, LOADING AND SEALING.**

(i) CARRIER will comply with any freight handling instructions provided by BROKER, shipper, consignor or consignee including, but not limited to, requirements related to transportation of temperature controlled shipments. Without limiting the foregoing, CARRIER shall ensure that any shipment requiring controlled temperature transit is maintained within the required temperatures at all times. If CARRIER is transporting cargo of a type that a reasonable person would understand to require controlled temperature transportation, but is not provided with instructions regarding such service, CARRIER shall request such instructions prior to receiving the cargo and, if controlled temperature service is declined, shall use reasonable efforts to obtain such declination in writing.

(ii) CARRIER shall be responsible for the safe loading and securement of the freight it receives for transportation under this Agreement. If a shipment is loaded and sealed prior to arrival of CARRIER's personnel, CARRIER shall determine the manner of loading and securing the freight prior to departing the origin facility. CARRIER represents and agrees that each driver it utilizes shall be competent and knowledgeable to manage or oversee the loading, securement, and transportation of the freight it receives under this Agreement.

(iii) When required by BROKER, the shipper or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as required by law enforcement personnel, under no circumstances shall CARRIER, or any of its personnel, break any seal without the authorization of BROKER or other authorized representative of the freight owner. CARRIER shall immediately notify BROKER to report a missing or broken seal.

(iv) In the event that law enforcement personnel require that CARRIER break any seal on any shipment, CARRIER shall document the same on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, CARRIER's personnel shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, CARRIER shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate with BROKER and, if not BROKER, the bill of lading parties.

j. **BROKER'S RECORDS.** CARRIER hereby waives the right to obtain copies of BROKER's records as provided under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including BROKER's customers. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets.

k. **WAIVER OF CARRIER'S LIEN.** CARRIER is relying on the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have against the interest of any goods in its possession for the payment of freight and accessorial charges. CARRIER shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement.

4. MISCELLANEOUS:

a. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between each Participating BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between any Participating BROKER and CARRIER. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services

hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER.

- b. **NON-EXCLUSIVE AGREEMENT:** CARRIER and each Participating BROKER acknowledge and agree that this Agreement does not obligate one another to an exclusive relationship. Any party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- c. **WAIVER OF PROVISIONS:**
- (i) Failure of CARRIER of any Participating BROKER to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of such Party to thereafter enforce such a term or provision.
 - (ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995 or the "Act"), the Parties expressly waive any or all rights and remedies they may have under the Act.
- d. **DISPUTES:** In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Parties hereby irrevocably submit to the jurisdiction of the federal and state courts located within or serving Allegheny County, in the Commonwealth of Pennsylvania, over any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of such action or proceeding may be heard and determined in any such court. Unless preempted or controlled by federal transportation law and regulations, the laws of the Commonwealth of Pennsylvania shall be controlling notwithstanding applicable conflicts of laws rules.
- e. **NO BACK SOLICITATION:**
- (i) Unless otherwise agreed in writing, CARRIER shall not solicit freight shipments (or accept shipments) for a period of twelve (12) month(s) following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of any Participating BROKER, when such shipments of shipper customers were first tendered to CARRIER by such Participating BROKER.
 - (ii) In the event of breach of this provision, BROKER shall be entitled, for a period of one (1) year following delivery of the last shipment transported by CARRIER under this Agreement, to fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) invoiced by CARRIER for the transportation of said freight as liquidated damages. In the event of violation of this paragraph 4(e), the Parties agree that any remedy at law, including monetary damages, may be inadequate, and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- f. **CONFIDENTIALITY:**
- (i) In addition to Confidential Information protected by law, CARRIER and each Participating BROKER agree that their respective financial information, and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.
 - (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that any remedy at law, including monetary damages, may be inadequate, and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- g. **MODIFICATION/BENEFIT OF AGREEMENT:** This Agreement may not be amended or modified except by mutual written agreement, or the procedures set forth above (Pars 2.b and 2.c). This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto.

- h. **NOTICES:**
- (i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
 - (ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - (iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- i. **CONTRACT TERM AND TERMINATION:** The term of this Agreement shall be one year from the date hereof. Thereafter, it shall automatically renew for successive one (1) year periods, unless terminated upon thirty (30) days prior written notice, with or without cause, by either a Participating BROKER or CARRIER at any time. In the event of termination of this Agreement for any reason, the Participating BROKERS, as applicable, and CARRIER shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- (i) A Participating BROKER may terminate this Agreement immediately in any of the following events:
 - a. CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;
 - b. CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from BROKER to CARRIER;
 - c. CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner;
 - d. CARRIER fails to comply with the performance metrics or selection criteria, if any, imposed upon it at any time by a Participating BROKER;
 - e. CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or
 - f. CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by any BROKER hereunder to any third party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Agreement without prior written consent of the Participating BROKER.
 - (ii) CARRIER may terminate this Agreement immediately if a Participating BROKER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of thirty (30) days after written notice thereof from CARRIER.
- j. **SEVERANCE: SURVIVAL:** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- k. **COUNTERPARTS: EXECUTION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original hereof. Further, CARRIER expressly approves the execution of this Agreement for the benefit of each of the Participating BROKER entities named, and which signatures are attached hereto. Notwithstanding the forgoing, each shipment tendered to CARRIER under this Agreement shall be deemed to be, and shall in fact be, tendered by the individual Participating BROKER identified in the Load Confirmation Sheet sent to CARRIER or otherwise identified to CARRIER. Upon acceptance by CARRIER, the BROKER named in the Load Confirmation Sheet shall be the sole Participating BROKER making the shipment tender to CARRIER, to the exclusion of the other listed entities.
- l. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services. The Parties also consent to the use of email (using designated email addresses) to exchange or communicate information that is permitted to be sent and received by fax.
- m. **FORCE MAJEURE:** In the event that either Party is prevented from performing any obligation under this Agreement without its fault or negligence, due to war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts

or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such condition. Periods of economic hardship(s), including, but not limited to, recession and depression, shall not constitute Force Majeure events.

- n. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement, and all referenced items incorporated herein according to its terms, contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above

CARRIER

Company Name

Authorized Signature

Printed Name

Title

Company Address:

Phone

Fax

Participating Brokers

R&R Express, Inc.	
Company Name	
920564	297351
DOT#	MC#
Authorized Signature	
Rich Francis	
Printed Name	
President	
Title	
Company Address:	
R&R Express, Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
877-458-2769	
Fax	
newcarrier@shiprrexp.com	

R&R Express Logistics, Inc.	
Company Name	
2244935	686931
DOT#	MC#
Authorized Signature	
Rich Francis	
Printed Name	
President	
Title	
Company Address:	
R&R Express Logistics, Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
877-458-2769	
Fax	
newcarrier@shiprrexp.com	

Break Bulk Specialized, Inc.	
Company Name	
2834240	947961
DOT#	MC#
Authorized Signature	
Rich Francis	
Printed Name	
President	
Title	
Company Address:	
Break Bulk Specialized , Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
877-277-1114	
Fax	
newcarrier@shipbbsi.com	

GT Worldwide Logistics, Inc.	
Company Name	
2240296	619195
DOT#	MC#
Authorized Signature	
Rich Francis	
Printed Name	
President	
Title	
Company Address:	
GT Worldwide Logistics, Inc.	
306 E. Main Street	
Carnegie, PA 15106	
800-223-8973	
Phone	
412-774-2953	
Fax	
newcarrier@shipgt.com	

Participating Brokers

Border Connect Logistics, Inc.	
Company Name	
2580606	900854
DOT#	MC#
Authorized Signature	
Rich Francis	
Printed Name	
President	
Title	
Company Address:	
R&R Express Logistics, Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
855-327-2337	
Fax	
newcarrier@BCFSnow.com	

Hempel Logistics a Division of R&R Express, Inc.	
Company Name	
2447852	843251
DOT#	MC#
Authorized Signature	
Rich Francis	
Printed Name	
President	
Title	
Company Address:	
R&R Express Logistics, Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
877-458-2769	
Fax	
newcarrier@shiprrexp.com	

Balkan Express Logistics, Inc	
Company Name	
2361296	497033
DOT#	MC#
Authorized Signature	
Rosie Reinerth	
Printed Name	
Owner	
Title	
Company Address:	
Balkan Express Logistics, Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
800-973-2397	
Fax	
newcarrier@balrrexp.com	

Paradigm Transportation Management Group, Inc.	
Company Name	
2820892	938207
DOT#	MC#
Authorized Signature	
John Gallardo	
Printed Name	
President	
Title	
Company Address:	
R&R Express Logistics, Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
800-757-0933	
Fax	
newcarrier@paradigmatmg.com	

Participating Brokers

R&R Express Expedited, Inc.	
Company Name	
2820894	938381
DOT#	MC#
Authorized Signature	
Rich Francis	
Printed Name	
President	
Title	
Company Address:	
R&R Express Expedited, Inc.	
#3 Crafton Square	
Pittsburgh, PA 15205	
800-223-8973	
Phone	
877-458-2769	
Fax	
RREnewcarrier@shiprex.com	