

Express Freight, Inc.

Orlando, FL 855-We-Express / 855-933-9773 / fax 407-386-3416

WELCOME TO Express Freight, Inc.

The following carrier packet contains all of the information needed to become a core carrier for EFI. The Broker/Carrier Agreement and Carrier Questionnaire need to be completed and returned via fax along with the additional documents shown on the right side of the carrier Questionnaire. If you have any questions please do not hesitate to contact us.

Phone: 855-933-9773
Direct Fax: 407-386-3416

We are glad you are joining us as a carrier partner.

Express Freight, Inc.

Orlando, FL 855-We-Express / 855-933-9773 / fax 407-386-3416

Company Name: Express Freight, Inc.

President: Trey Bowmar

Physical Address: 301 Balfour Drive Winter Springs, FL 32708

Billing Address: PO Box 196575 Winter Springs, FL 32719-6575

Telephone: 855-933-9773 / Fax: 407-386-3416

Email: Tbowmar@expressfreightinc.com

MC# 793679

US DOT# 2329478

D&B D-U-N-S # 07-859-8645

SCAC: EPFQ

Fed ID # 45-5556313

Incorporated: July 1, 2012

Bank Information: Wells Fargo – 5600 Red Bug Rd, Winter Springs, FL 32708

Jason Snyder, 407-696-1213 / fax 407-657-3196

Insurance Company: Hadley & Lyden, Inc. – PO Box 700, Winter Park, FL

Carlos Duprey, 407-679-8181

Trade References:

Southern Pride Transport – Bryan Hoadley – PO Box 121513, Clermont, FL 34712

352-978-6064 office / fax 352-429-5245

Windy Hill – Lenise - P.O. Box 839, Marshfield WI 54449

715-384-3137 office

Tristate Couriers, Inc – 2879 Cardassi Drive, Ocoee, FL 34671

407-491-8357 office / fax 407-654-9690

Mid Florida Fleet Services, Inc. – Gary Davis, Po Box 784148, Winter Garden, FL 34778

407-489-8932 office



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

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

SERVICE DATE
August 03, 2012

LICENSE
MC-793679-B

U.S. DOT No. 2329478
EXPRESS FREIGHT INC
WINTER SPRINGS, FL

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 black ink, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



*Pacific Financial Association
presents this*



Certificate of Compliance

to

*Express Freight Inc
MC 793679*

as notice

that the obligation of the \$75,000 surety instrument has currently been satisfied in anticipation of the federally mandated increase by the Federal Motor Carrier Safety Administration (FMCSA). This certificate shall be deemed reliable as long as the brokerage remains effectively active and can be used until such time that an updated BMC-85 with appropriate language is provided by the FMCSA.

Embossed Seal Affixed to Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/13

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). EX720 10:36:56

PRODUCER 23 HADLEY & LYDEN, INC. P. O. BOX 700 WINTER PARK, FLORIDA 32790	CONTACT NAME: Carlos Duprey PHONE (A/C, No, Ext): 407-679-8181 E-MAIL ADDRESS: CARLOSD@HADLEY-LYDEN.COM FAX (A/C, No): 407-679-9300																					
INSURED EXPRESS FREIGHT INC P.O. BOX 196575 WINTER SPRINGS, FL 32719-6575	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>AMERICAN SAFETY INSURANCE CO</td><td>33103</td></tr><tr><td>INSURER B:</td><td>SENTRY SELECT INSURANCE CO</td><td>21180</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AMERICAN SAFETY INSURANCE CO	33103	INSURER B:	SENTRY SELECT INSURANCE CO	21180	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL 122059	08/01/13	08/01/14	EACH OCCURRENCE	\$ 1,000,000.
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000.
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 1,000.
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 1,000,000.
							PRODUCTS - COMP/OP AGG	\$
								\$
B	AUTOMOBILE LIABILITY			A0010035-001	07/19/13	07/19/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	☒ BOBTAIL LIAB							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
A	TRUCK BROKER CARGO			TBC 8274	08/01/13	08/01/14	E.L. DISEASE - POLICY LIMIT	\$

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

2007 FREIGHTLINER TRACTOR, #1FUJA6CV97LX24573

CERTIFICATE HOLDER**CANCELLATION**

4073863416

EXPRESS FREIGHT INC
P.O. BOX 196575
WINTER SPRINGS, FL 32719-6575

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

AUTHORIZED REPRESENTATIVE

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April 19, 2013

TREY BOWMAR
EXPRESS FREIGHT INC
PO BOX 196575
WINTER SPRINGS, FL 32719-6575

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **EPFQ** has been renewed for:

EXPRESS FREIGHT INC
PO BOX 196575
WINTER SPRINGS, FL 32719-6575
MC-793679

This Alpha Code will apply only to the company name shown above through June 30, 2014. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly 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 above.

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 this letter has been requested by BCBP, only then should you 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
7681 Boston Blvd., Beauregard 1st FI Wing A
Springfield, VA 22153
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 inconnection with freight rates. For participation and membership information, please call (703) 838-1810

Express Freight, Inc.

Orlando, FL 855-We-Express – 855-933-9773 / fax 407-386-3416

Quick Pay Discount Agreement

THIS FORM CAN ONLY BE COMPLETED BY AN AUTHORIZED AGENT OF THE COMPANY

By executing this agreement, the carrier listed below requests that Express Freight, Inc. will make an early payment of freight charges in exchange for a discount off the agreed rate provided in our Confirmation of Contract Carrier Rate Agreement.

Upon completion of the load, and after providing the necessary documents to confirm completion of the carrier's responsibilities without loss or damage, Express Freight, Inc. agrees to pay to carrier the amount of the freight bill agreed to on the Confirmation of

Contract Carrier Rate Agreement, less the discount amount selected below. Payment on all invoices will be made, provided the proper documents have been submitted.

Carrier has the option to select a payment method of either a physical check to be cut and mailed or an electronic payment in the form of a T-Chek to be given to an authorized agent of the carrier on its scheduled due date for the amount due after the applicable fee for the Quick Pay Program. All payments via T-Chek will be processed directly with the carriers' office personnel; no payment (T-Chek account information) will be given to a driver.

Carrier shall provide Express Freight with written payment instructions along with their selection of discount plans, and agrees to indemnify and hold Express Freight harmless from any claims or damages that may arise from payment by Express Freight according to carrier's instructions. Fee % subject to change without notice.

Please select your payment method

☐ If you would like an electronic payment via T-Chek (T-Chek code not given to a driver)

☐ If you would like a physical check cut and mailed

Please select your discount option

☐ Six percent (6%) discount on the gross amount on the invoice

Payment will be issued within one business day following receipt of the delivery documents.

☐ Five percent (5%) discount on the gross amount on the invoice

Payment will be issued within 7 days following receipt of the documents.

☐ Four percent (4%) discount on the gross amount on the invoice

Payment will be issued within 15 days following receipt of the documents.

If you have any questions about Quick Pay payments, contact Express Freight, Inc. accounting

department at ___ 855-933-9773 ____.

Mail with your paperwork or Fax to 407-386-3416.

Carrier Name _____

MC # _____

Signature of Authorized Agent (Carrier) _____

Printed Name & Title _____

People Authorized to be given T-Chek Codes:

Date _____

W-9

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.

Name (as shown on your income tax return)

Express Freight Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

PO Box 196575

City, state, and ZIP code

Winter Springs, FL 32719-6575

List account number(s) here (optional)

Requester's name and address (optional)

☐ Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

4 5 - 5 5 5 6 3 1 3

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign
Here

Signature of
U.S. person ▶

Will D Bo III

Date ▶

1-1-13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Express Freight, Inc.

Orlando, FL 855-We-Express – 855-933-9773 / fax 407-386-3416

BROKER-CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between Express Freight Inc.

("BROKER"), a Registered Property Broker, Lic. No. MC-793679, and

_____,
a Registered Motor Carrier, Permit/Certificate No. DOT-_____ ("CARRIER");
collectively, the

"Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety

Administration (or its predecessors) within the U.S. Department of Transportation.)

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;

B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;

C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;

D. Agrees that a shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker or CARRIER's status as a motor carrier.

E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of the paragraph.

F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if its 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

a. Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKER'S monetary insurance limits for public liability, \$1,000,000.00, and property damage, \$1,000,000.00, or such other amounts as mutually agreed by the parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, and BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of its performance hereunder. Neither party shall be liable to the other for any claims, actions or damages due to the negligence of the other party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

b. Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, and regardless of whether the parties insurance as referred to in sub par a) above, is valid or provides coverage, the parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub par a).

I. Does not have an "unsatisfactory" safety rating issued 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".

J. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference(Exhibit A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it.

All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the parties.

D. PAYMENT:

a. The parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. CARRIER shall not seek payment from Shipper.

b. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. BOND: BROKER shall maintain a surety bond/trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or 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.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. Seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et. Seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing,

CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, 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. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms

of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging

receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

- a. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and
- b. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
- c. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C(b) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub par (b) above.
- d. Except as provided in Par 1.E above, neither party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- e. Notwithstanding the terms of 49 C.F.R. §370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- f. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed \$100,000.00 unless CARRIER is notified by BROKER of Shipper of the increased value 1 day prior to shipment pick up.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000.00 (\$_____ if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its right to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER

4. MISCELLANEOUS

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

a. Failure of either party 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 either party to thereafter enforce such a term or provision.

b. 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), 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 party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the (select one):

____ Transportations Arbitration and Mediation PLLC (TAM), ____ American Arbitration Association (AAA), ____ Transportation ADR Council, Inc. (ADR), ____ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within six (6) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event conducted at the office of the AAA, ADR, DRC or TAM nearest Orlando, FL or such other place further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, shall be in (state) Florida. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling. The arbitration provisions of either party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

a. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 18 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

b. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said

freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

a. In addition to Confidential Information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received from 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.

b. In the event of violation of this Confidentiality paragraph, the parties agree that the 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. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et seq. Attached may not be amended, except by mutual written agreement, or the procedures set forth above (pars 2.B and 2.C).

I. NOTICES:

a. 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.

b. 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.

c. 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.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. 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.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. 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.

N. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement 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. (BROKER) (CARRIER)

Broker Name: **Express Freight Inc.** Carrier Name: _____

Printed Name: **William D Bowmar III** Printed Name: _____

Authorized Signature: _____

Title: **President** Title: _____

Company Address: **PO Box 196575.** Company Address: _____

Winter Springs, FL 32719-6575 _____

Phone: **855-933-9773** Phone: _____

Fax# **407-386-3416** Fax # _____

Email: **tbowmar@expressfreightinc.com**

Email: _____