



Carrier Packet

"Connecting shippers and carriers since 2014"

Please complete and send the following documents.

- ☐ Notice of Assignment (if applicable)
- ☐ Operating Authority & W9
- ☐ Carrier Profile
- ☐ Certificate of Insurance
- ☐ Signed Broker/Carrier Agreement

All Loads require POD to be sent within 10 days of delivery.

Payment Terms

2 business days 3% fee or Net 15 days no fee

Payment Type

1. ACH - Provide VOID copy of check
2. Paper Check
3. EFS Code - \$30 Fee

Fuel Advance up to 40% of the load - \$15 Fee

 @bbasystems

 www.bbasy.com

 P.O. BOX 72, Blackfoot, ID 83221

 accounting@bbasys.com

  208-481-5500



NOTICE OF ASSIGNMENT

REGARDING ("Client"): BBA SYSTEMS LLC MC-010604

EFFECTIVE DATE: 10 / 11 / 2022

TO: Controller / Accounts Payable

Please be advised the above named Client has entered into a financial relationship and sold and assigned its present and future accounts receivable to BusBot Incorporated DBA Denim ("Denim"). This sale of accounts receivable includes the irrevocable assignment to Denim of all Client's present and future accounts receivable and of all rights to receive payment on the currently outstanding and all future accounts receivable under all applicable laws, including §9-406 of the Uniform Commercial Code (the "UCC"). Denim's security interest has been duly recorded by its filing under the UCC

To the extent that you are now indebted or may in the future become indebted to the Client on an account receivable or general, payment thereof must be made to Denim and not to the Client or any other entity. **Payment must be remitted to us as follows:**

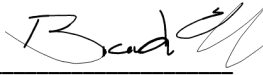
ACH (PREFERRED)	CHECKS
Routing: 321081669 Account: 80007666201 Type: Checking	BusBot Incorporated DBA Denim PO Box 392797 Pittsburgh, PA 15251-9797
billing@denim.com 1-855-250-4142	

Payments made in any other manner may expose you to multiple liability. This Notification may only be revoked in writing, signed by one of Denim's officers. You must ignore any attempt by the Client or anyone else to rescind this assignment. Only we may terminate this notification assignment.

Very truly yours,
BusBot Incorporated DBA Denim

Signature: 
Name: Shawn Vo
Title: President
Date: 10 / 11 / 2022

Agreed and acknowledged,

Signature: 
Name:
Title:
Date: 10 / 11 / 2022



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

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

SERVICE DATE
March 22, 2017

LICENSE

MC-10604-B

U.S. DOT No. 2974314
BBA SYSTEMS
BLACKFOOT, ID

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.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

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.

BBA Systems, LLC

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:

- ☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
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.
☐ Other (see instructions) ▶

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) _____

(Applies to accounts maintained outside the U.S.)

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

PO Box 72

6 City, state, and ZIP code

Blackfoot, ID 83221

7 List account number(s) here (optional)

Requester's name and address (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

4 6 - 5 6 7 3 6 2 8

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); and
- 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 ▶

Brandon E. A.

Date ▶

01/01/2023

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:

- 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, and
- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2022

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).

PRODUCER Archibald Ins Center 677 S Woodruff Avenue PO Box 2498 Idaho Falls ID 83401		CONTACT NAME: Tiffany Haley PHONE (A/C, No, Ext): (208)524-5858 E-MAIL ADDRESS: tiffany-haley@leavitt.com FAX (A/C, No): (208)522-8049	
INSURED BBA Systems LLC PO Box 72 Blackfoot ID 83221		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Idaho State Insurance Fund INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 36129	

COVERAGES**CERTIFICATE NUMBER:22-23 ALL****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			TBP0013-04	5/13/2022	5/13/2023	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 \$ included Broker E&O \$ 100,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			TBP0013-04	5/13/2022	5/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		674483	12/18/2021	1/1/2023	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine (C)			TBP0013-04	5/13/2022	5/13/2023	Single Conveyance/\$100,000 Deduct/1,000

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

CERTIFICATE HOLDER**CANCELLATION******For Insureds Use Only****

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

Sammi McLaren/SAMCLA

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USDOT Number: 2974314 Date Received: 7/28/2022

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

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: 24389-00

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we, BBA SYSTEMS,
(Name of Broker or Freight Forwarder)

of 283 465 BLACKFOOT ID 83221,
(Street) (City) (State) (Zip)

as TRUSTOR (hereinafter called Trustor), and LIBERTY NATIONAL FINANCIAL CORP.,
(Name of Trustee)

a financial institution created and existing under the laws of the State of Oklahoma as TRUSTEE (hereinafter called Trustee)
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker or a Freight Forwarder pursuant to the provisions of [Title 49 U.S.C. 13903 & 13904](#) and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with [49 U.S.C. 13906\(b\)\(c\)](#), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.

(continued on next page)

6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Oklahoma, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 18th day of July, 2022, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

(continued on next page)

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 18th day of July, 2022.

TRUSTOR**BBA SYSTEMS**

COMPANY NAME

PO BOX 72

BLACKFOOT

STREET ADDRESS

CITY

ID



83221

(208) 481-5500

STATE

ZIP CODE

TELEPHONE NUMBER

BRANDON ELLIS

(type or print Principal officer's name and title)

(Principal officer's signature)

Anita Ellis

(type or print witness's name)

(witness's signature)

TRUSTEE**LIBERTY NATIONAL FINANCIAL CORP**

COMPANY NAME

PO BOX 6089

NORMAN

STREET ADDRESS

CITY

Oklahoma

73069

405-321-5310

STATE

ZIP CODE

TELEPHONE NUMBER

CYNTHIA MARTINIAN

(type or print Principal officer's name and title)

(Principal officer's signature)

S. Garimella

(type or print witness's name)

(witness's signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the 18th day of July, 2022 is hereby cancelled as security in compliance with the FMCSA security requirements under [49 U.S.C. 13906\(b\)](#) and [49 CFR 387.307](#), effective as of the _____ day of _____,

_____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under [49 CFR 387.307\(c\)](#) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



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

BROKER/CARRIER AGREEMENT

THIS BROKER/CARRIER AGREEMENT (this “Agreement”) is entered into as of the date set forth on the signature page hereto, and is effective as of January 1, 2021 (the “Effective Date”), by and between BBA Systems LLC, an Idaho limited liability company (“Broker”), and the undersigned motor carrier (“Carrier”). Broker and Carrier are each a “Party” and together the “Parties”.

RECITALS

Carrier provides transportation of goods for shippers, owners, consignors, consignees, and receivers of general property, and performs these motor carrier transportation services in one or more of the following forms:

(i) as a motor contract carrier duly registered with the Federal Motor Carrier Safety Administration (“FMCSA”) with the MC number (i.e., operating authority) set forth on the signature page hereto;

(ii) as a motor carrier with the DOT# set forth on the signature page hereto that solely transports cargo that is exempt from regulation by the FMCSA; or

(iii) as a motor carrier transporting cargo in Intrastate, Interstate, Inter-Provincial/Territorial or Canada–U.S. Intra-Provincial/Territorial movements.

Broker is a duly licensed property broker (MC-10604) authorized by its customers (“Shipper” or “Shippers”) as their agent to arrange for transportation of shipments by entering this Agreement, tendering freight to carriers, and receiving and transmitting payment of freight charges.

Broker desires to use the services of Carrier to transport property for or on behalf of its Shippers and Carrier desires to provide transportation services to Broker’s Shippers.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Services. Broker agrees to offer for shipment on a non-exclusive basis and Carrier agrees to transport by motor vehicle from and to such points between which service may be required on a non-exclusive basis, such shipments as Broker may tender, subject to the availability of suitable equipment. Broker may tender to Carrier shipments on an as-needed basis and Carrier may accept or refuse the tender of such shipments in its sole and absolute discretion.

2. Equipment and Personnel. Carrier shall be solely responsible for all personnel, materials, equipment, and work necessary to provide services under this Agreement. Carrier, at its sole cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder. Carrier shall be solely responsible for and, at its sole cost and expense, employ fully qualified and licensed personnel to operate Carrier's vehicles and equipment.

3. Cargo Liability.

(a) Carrier agrees to meet any promised pick-up and delivery schedule and deadlines regardless of whether established verbally or as set forth in Bills of Lading or other shipping documents tendered to Carrier at the time of shipment pick up ("Load Confirmation"). Load Confirmation will not be accepted if pick-up and delivery schedules cannot be made in compliance with then-applicable hours-of-service regulations. If Carrier has means of receiving Load Confirmations, either through fax, email, or some other mutually agreed upon means of electronic communication ("Electronic Communication"), then those terms and/or directions in the verbal agreement and/or the Electronic Communication (including, but not limited to, shipping directions and rate of payment) shall control. Carrier agrees it shall be liable for the full, actual value of the goods transported.

(b) All claims for loss, damage, or delay of or injury to freight shall be processed and adjusted in accordance with Section 14706 of Title 49 of the United States Code and 49 C.F.R. §370.1 et seq., as the same may be amended or renumbered from time to time, unless stated otherwise in this Agreement. Carrier shall not dispose of any damaged goods transported hereunder without the prior written consent of Broker. Carrier shall call Broker for instructions immediately if damage occurs and take reasonable steps to protect the integrity of the freight. Each Party shall promptly notify the other Party of any claim that is asserted against the disclosing Party by anyone arising out of the disclosing Party's performance of this Agreement.

4. Indemnification. Carrier shall indemnify, defend, and hold Broker, its Shippers, and their respective affiliates, officers, managers, directors, owners, and employees, harmless from and against any and all losses, harm, injuries, damages, claims, costs (including reasonable attorneys' fees), expenses, and liabilities that are arising out of any third-party claim alleging:

(a) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement by Carrier, its employees, or agents;

(b) any negligent or more culpable act or omission of Carrier, its employees or agents (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;

(c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Carrier, its employees, or agents (including, without limitation, any reckless or willful misconduct); or

(d) any failure by Carrier, its employees, or agents to comply with any Legal Requirements.

This Section 4 of this Agreement shall survive the termination of this Agreement and shall not be limited by any limitation contained in any insurance policy or the insurance limits described herein.

5. Insurance.

(a) If utilizing a van, reefer, flatbed, or tanker trailer to transport shipments, Carrier agrees to procure and maintain “all risk” cargo insurance in the amount for each load the full value of the cargo in such load (Carrier is responsible identifying the cargo and determining its value, with limits for the full value of the cargo under carriage subject to a minimum limit never less than \$50,000 per shipment), and with a deductible of no greater than five thousand dollars (\$5,000) to provide coverage for loss, damage, or delay to property that comes into possession of Carrier in connection with its transportation service hereunder; provided, however, with respect to any particular shipment, if agreed to in writing by the Parties hereto (the “Insurance Rider”), the amount of insurance maintained by the Carrier with respect to such shipment shall be the amount set forth in such Insurance Rider. Carrier shall cause Broker to be named as an additional insured on such policy. All exclusions or restrictions in the cargo insurance policy must be approved by Broker. Carrier shall cause its insurance carrier to forward to Broker a standard insurance certificate that shall require the insurance carrier give Broker written notice no later than thirty (30) days prior to the cancellation of such cargo insurance and to name Broker a certificate holder of said certificate.

(b) Carrier agrees to procure and maintain an Automobile Liability Insurance policy with limits not less than one million dollars (\$1,000,000) per occurrence and shall provide Broker with a valid insurance certificate, updated as renewal occurs. Carrier shall cause Broker to be named as an additional insured on such policy. Such certificate shall require the insurance carrier to give Broker written notice no later than thirty (30) days prior to the cancellation of or amendments to such insurance and to name Broker a certificate holder of said certificate.

(c) If Carrier provides transportation services for hazardous materials under United States Department of Transportation (“U.S. DOT”) regulations, Carrier agrees to procure and maintain public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by U.S. DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits.

(d) Carrier agrees to procure and maintain Worker’s Compensation and Employer’s Liability Insurance in the amount not less than one million dollars (\$1,000,000) per occurrence.

(e) Carrier agrees to procure and maintain occurrence based commercial General Liability Insurance, including blanket contractual coverage, for bodily injury and property damage in the amount of not less than one million dollars (\$1,000,000) combined single limit per occurrence.

(f) Carrier agrees to procure and maintain any other insurance required by the Department of Transportation or any other governmental agency whose rules and regulations may apply to Carrier's performance under this Agreement.

(g) Carrier shall notify Broker immediately in the event any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

(h) Whether required or not required by this Agreement, all insurance policies and coverage acquired by Carrier shall extend to and protect Broker to the fullest extent. The amount of such coverage, including, without limitation, excess and umbrella insurance, shall be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of or benefiting Broker. Carrier shall delete, strike, or remove any language in any provision or endorsement limiting or excluding coverage, including, but not limited to, any endorsements addressing sole negligence. THE LIMITS AND COVERAGE OF THE INSURANCE OBTAINED BY CARRIER SHALL IN NO WAY LIMIT THE LIABILITIES OR OBLIGATIONS ASSUMED BY CARRIER.

(i) All of Carrier's insurance policies, whether or not coverage is required by this Agreement, and excluding Worker's Compensation, shall be endorsed to name Broker as additional insured. Endorsement shall be on a form substantially equivalent to ISO Form "CG 20 10 11 85" covering both ongoing operations and products/completed operations and covering the sole, joint, concurrent, or contributory negligence of Broker.

(j) All of Carrier's insurance policies, whether or not coverage is required by this Agreement, shall be endorsed to contain a waiver on the part of the insurer, by subrogation or otherwise, of all rights against Broker. Endorsement shall be on a broad form basis substantially equivalent to ISO Form "CG 24 04 11 85", covering with no limitations.

(k) All of Carrier's insurance policies, whether or not coverage is required by this Agreement, shall be endorsed to provide that they may not be materially altered or cancelled without at least thirty (30) days prior written notice to Broker.

6. Bill 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 (each a "Bill of Lading"). To the extent any of the terms of a Bill of Lading are inconsistent with the terms hereof, the terms of this Agreement shall prevail. If Carrier permits the Shipper to prepare the Bill of Lading, Carrier warrants that it shall ensure that the Bill of Lading properly names Carrier as the "carrier" on the load prior to signing it, and shall strike through and correct any erroneous designation of any other person as "carrier" (including Broker) on the Bill of Lading. **In the event that a Bill of Lading issued in connection with cargo hauled under the terms of this Agreement names Broker as the "carrier" in contravention of this Section 6, Broker's status as property broker shall not change and Carrier agrees that Carrier shall be deemed to be the "carrier of record" on the Bill of Lading upon acceptance of a tendered load.** 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. Any terms and conditions written or printed on the Bill of Lading shall have no effect against Broker,

unless specifically agreed to by Broker in this Agreement or in a separate signed writing apart from the Bill of Lading. The Bill of Lading issued or executed by Carrier shall be prima facie evidence of receipt of the shipment in good order and condition by Carrier unless otherwise noted on the face of said document. Carrier shall submit a copy of the Bill of Lading to Broker evidencing delivery of the shipment unless otherwise instructed by Broker, in which case Carrier shall retain custody of the Bill of Lading and provide it to Broker upon request. If Carrier fails to maintain and provide the Bill of Lading, Carrier assumes all risk of loss resulting from the failure to prove good delivery.

7. Rates and Charges. Compensation shall be paid to Carrier solely and exclusively by Broker, and not by Broker's Shippers, on all shipments tendered to Carrier under this Agreement. Carrier shall be compensated by Broker based on the following:

(a) Carrier shall be compensated for the transportation services it provides hereunder based upon mutually acceptable rates as confirmed in writing or by facsimile or e-mail transmission accepted by representatives of each Party (the "Rate Confirmation"). Unless Carrier objects to the contents of the Rate Confirmation within twenty-four (24) hours of receipt, Carrier shall be deemed to have assented to the Rate Confirmation, which shall be binding. Each Rate Confirmation shall be incorporated into and considered to be a part of this Agreement. Carrier agrees that it shall seek payment of all freight invoices exclusively from Broker, and under no circumstances shall Carrier or any agent or assignee of Carrier (including, without limitation, any factoring company) seek payment from any Shipper.

(b) All shipments moving under this Agreement shall be subject to the terms and conditions of this Agreement. The Parties agree that this Agreement exclusively controls the relationship of the Parties and the Parties agree this Agreement exclusively controls and supersedes any other shipping documents including, but not limited to, Bills of Lading, tariffs, rates, rules, service circulars, rule circulars, and/or classifications of Carrier and/or those of the National Motor Freight Classification.

(c) In its sole discretion, Broker may withhold compensation owed to Carrier arising out of this Agreement, or any other agreement between Broker and Carrier, to satisfy advances made by Broker to, or on behalf of Carrier, or to satisfy any debt or obligation owed by Carrier to Broker. Broker's right to withhold compensation shall arise only if the underlying claim or debt has not been acknowledged in writing by Carrier within thirty (30) days of presentation by Broker, or the claim or debt has neither been paid nor denied for a valid reason. Broker's withholding of compensation shall not allow or permit Carrier to seek payment from Broker's Shippers, or any other third party, and Carrier agrees that it shall not, under any circumstances, claim, demand, or pursue payment from Broker's Shippers, or any other third parties for transportation services provided hereunder.

8. Payment of Freight Charges.

(a) Upon delivery of each shipment, Carrier shall submit its invoice together with a copy of the proof of delivery (to be certified upon request) to Broker as an agent for the Shipper. Broker in turn will invoice the Shipper for the Carrier's freight charges and its brokered

services. Carrier shall not submit any invoices directly to any Shipper for Carrier's freight charges. Shippers shall be billed exclusively by Broker for the Carrier's freight charges and Broker's brokered services. To the extent Broker has not advanced Carrier's freight charges to it, Broker will receive unpaid freight charges in trust and transmit payment to Carrier upon receipt.

(b) Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's Load Confirmation upon receipt of payment from the Shipper. Carrier must submit proof of delivery with invoices to Broker as agent for the Shipper. Payment terms shall be thirty (30) days from receipt, without offset.

9. Compliance and Qualifications.

(a) Carrier agrees to comply with all applicable federal, state, and local laws, rules, orders, and regulations of the respective regulatory bodies having jurisdiction over the subject matter of this Agreement (collectively, "Legal Requirements"). Carrier shall pay any and all fees, taxes, assessments, fines, penalties, and other amounts payable in respect of Carrier's compliance (or non-compliance) with Legal Requirements directly or indirectly related to the services provided under this Agreement. Carrier shall maintain a satisfactory U.S. DOT Safety Rating and under no circumstances shall Carrier provide services under this Agreement if Carrier's safety rating falls to "unsatisfactory".

(b) Carrier represents and warrants that only vehicles in full compliance with applicable Legal Requirements shall enter the origins and destinations to receive and/or deliver product. Carrier's vehicles shall be compatible with the loading and unloading equipment at the origins and destinations. Carrier agrees that all personnel provided shall be fully qualified, trained, and licensed in compliance with all Legal Requirements, as well as rules and regulations promulgated by the Shipper. Carrier further shall ensure that all such personnel shall have been properly instructed in the characteristics and safe handling methods associated with the products to be loaded, transported, and unloaded. Without limiting the foregoing, Carrier represents and warrants that it shall be solely responsible for all hazardous material requirements, including, but not limited to, all (i) licenses and endorsements; (ii) employee and owner-operator training, licenses, and endorsements; (iii) vehicle and placarding requirements; (iv) safety requirements in loading, unloading, and transporting; (v) security matters; and (vi) other Legal Requirements concerning hazardous materials.

(c) Carrier agrees and certifies that for any load hauled into, through, or out of the State of California, Carrier shall use only trucks, trailers, and refrigeration units that are in compliance with all regulations and requirements issued by the California Air Resource Board (the "CARB Regulations").

(d) Carrier shall be liable for and agrees to indemnify Broker and Shippers from and against, and shall compensate and reimburse Broker and Shippers for, any and all fees, taxes, assessments, fines, penalties, and other amounts payable in respect of Carrier's compliance (or non-compliance) with Legal Requirements, including, without limitation, the CARB Regulations, directly or indirectly related to the services provided under this Agreement.

(e) All equipment provided for the transportation of food or food grade products will comply with the requirements of the Sanitary Food Transportation Act, or, to the extent that Carrier performs services hereunder within, or to or from Canada, the Food and Drug Acts and any/all other applicable statutes and regulations, including, but not limited to the Ontario Food Safety and Quality Act, 2001, or any other jurisdiction's equivalent, and none of the equipment so provided has been or will be used for the transportation of any waste of any kind, garbage, hazardous materials, poisons, pesticides, herbicides, or any other commodity that might adulterate or contaminate food, food products or cosmetics.

(f) Where a seal is placed on a trailer by consignor, shipper, Carrier, or other party, Carrier is responsible to maintain the seal intact until removed by an authorized employee of consignee upon delivery. Carrier is liable for any and all claims, losses, or liabilities arising from or as a result of any unauthorized removal of seal, broken seal, missing seal, tampered seal, or mismatched seal number. Carrier is solely responsible for ensuring that cargo is maintained according to any requirements stated on the bill of lading or load confirmation.

(g) Carrier must ensure that all personnel transporting or handling freight subject to the Food Safety Modernization Act of 2011 and its implementing regulations (collectively the "Act"), receive training required by the Act. Broker will transmit to Carrier, on the Load Confirmation or separately by email, the shipper's or consignee's protocols and requirements for transporting food shipments subject to the Act. Carrier must strictly comply with all such protocols and requirements. Carrier's failure to comply with such protocols and requirements will permit the consignor, consignee, or broker to declare any freight transported on a shipment on which noncompliance occurred to be rejected and a total loss.

10. Independent Contractor.

(a) Nothing in this Agreement is intended, nor shall be construed, to constitute either Party as a partner, joint venturer, agent, or representative of the other. Carrier shall be an independent contractor retaining complete control over and complete responsibility for its own operations and employees. Carrier shall exercise exclusive control, supervision, and direction over (i) the manner in which transportation services are provided, (ii) the persons engaged in providing transportation services, and (iii) the equipment selected and used to provide transportation. Broker may provide routing information; however, these instructions are for informational purposes only and are not mandated. Nothing in this Agreement shall be construed to grant either Party any right or authority to assume or create any obligation on behalf, or in the name of the other, to accept summons or legal process for the other, or to bind the other in any manner whatsoever.

(b) Notwithstanding the foregoing provisions, Broker shall be the agent for Carrier for the limited and expressed purpose of collection of freight charges and fees from Shippers and receivers, and Carrier hereby appoints Broker as its agent for such expressed and limited purposes.

11. Assignment of Freight. Carrier specifically agrees that it shall be the Party solely responsible for operating the equipment necessary to transport property under this Agreement and that it shall not, in any manner, sub-contract, broker, interline, or tender to any third party for

transportation any freight tendered to Carrier pursuant to this Agreement. If Carrier breaches the foregoing provision, Broker shall have the right of paying the monies Broker owes to Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to the delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement. Notwithstanding anything herein to the contrary, Carrier will be liable for indirect or consequential damages (such as, but not limited to, loss of profits, loss of market, loss of customer goodwill, down time, assembly line or job-site shutdowns, or for any punitive or exemplary damages) for violation of this Section 11. In the event that Carrier shall employ any owner-operator or other person for the performance of all or any portion of the services required hereunder to be performed by Carrier, Carrier shall be and remain liable to Broker under the terms of this Agreement, including, without limitation, liability for loss, damage, or delay of any shipments, regardless of whether such loss, damage, or delay occurred while such shipment was in the possession of Carrier or such owner-operator or other person. Carrier shall be solely and exclusively responsible to pay any charges of any owner-operator or other person and agrees to indemnify and defend Broker and its Shippers from and against any claims made by any such owner-operator or other person in connection with its provision of services required to be performed by Carrier hereunder. Notwithstanding anything herein to the contrary, the prohibition against sub-contracting does not apply to a person leased to Carrier pursuant to the provisions of 49 C.F.R. Part 376.

12. Term and Termination. The term of this Agreement shall be one (1) year from the Effective Date and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated upon thirty (30) days' prior written notice, with or without cause, by either Party at any time, including the initial term. Broker and Carrier shall have no obligations under this Agreement after the effective date of termination, except for any liability under this Agreement that accrues prior to termination or any obligations that expressly survive termination or expiration of this Agreement and the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

13. Non-Solicitation. Carrier shall not solicit traffic from any Shipper of Broker where (a) the availability of such traffic first became known to Carrier as a result of working with Broker, or (b) where the traffic of the Shipper of Broker was hauled by Carrier through Broker. If Carrier breaches this Agreement and "back solicits" Broker's Shipper and obtains traffic from such Shipper, Broker shall then be entitled, for a period of twelve (12) months after such traffic first begins to move as a result of such back solicitation, to a commission from Carrier of twenty five percent (25%) of the transportation revenue received by Carrier on the movement of such traffic, plus eighteen percent (18%) interest per annum, plus all reasonable attorneys' fees and costs incurred by Broker in enforcing this Agreement in general and this paragraph in particular. This paragraph is not intended to affect any traffic arrangements between Carrier and others that predate this Agreement. This Section 13 shall survive the termination of this Agreement for a period of twelve (12) months. Carrier agrees that if Carrier engages, or causes or permits any other person to engage, in any act in breach of this Section 13, then Broker will be entitled, in addition to all other remedies, damages, and relief available under applicable Legal Requirements, to seek an injunction (without posting bond) prohibiting Carrier (or such other person) from engaging in any such act or specifically enforcing this Agreement.

14. Consequential Damages Excluded. Except as otherwise specifically provided in this Agreement, neither Party shall be liable to the other for any indirect or consequential damages

(such as, but not limited to, loss of profits, loss of market, loss of customer goodwill, down time, assembly line or job-site shutdowns, or for any punitive or exemplary damages), regardless of whether the claim for such damages sounds in contract, tort, breach of warranty, consumer fraud, under state unfair or deceptive trade practice laws, or otherwise.

15. Waiver of Provisions.

(a) Carrier shall not withhold any goods of a Shipper on account of any dispute as to rates or any alleged failure of Broker to pay charges incurred under this Agreement. Carrier hereby waives and releases all liens that Carrier might otherwise have to any goods of Broker or its Shipper(s) in the possession or control of Carrier.

(b) 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 a provision.

16. Scope of Agreement. This Agreement shall govern any and all shipments tendered to Carrier by Broker (or upon Broker's instructions), and accepted by Carrier, whether regulated or non-regulated property, in interstate or intrastate transportation. Any rates, charges, classifications, and/or rules in tariffs filed or published by Carrier shall not apply to any such shipment unless they are specifically identified and incorporated herein. As permitted by Title 49 Section 14101(b) of the United States Code, as the same may be amended and/or renumbered from time to time, the Parties expressly waive any and all rights or remedies they may have in connection with claiming a rate, charge, or fee that is different from the rate, charge, or fee established in this Agreement.

17. Force Majeure. Neither Broker nor Carrier shall be liable for any delay in the performance of its respective obligations under this Agreement resulting from conditions reasonably beyond its control, including, but not limited to, acts of God, acts of government or other civil or military authorities, and acts of terror, war, riots, pandemics, quarantines, or mandatory shutdowns by any governmental entity. Whenever possible, in the event of force majeure, the affected Party shall promptly notify the other Party in writing, stating the reasons for the inability to comply with the provisions of this Agreement, and the expected duration of force majeure.

18. Confidentiality. Carrier hereby recognizes and acknowledges that any list of Broker's customers, employees, and independent contractors as they may exist now or from time to time, are a valuable, special, and unique asset of the business of Broker. Carrier agrees, during and after the term of this Agreement, not to disclose the list of Broker's customers, employees, or independent contractors or any part thereof to any individual, firm, corporation, association, or other entity (collectively, "Person") for any reason or purpose whatsoever without Broker's prior written consent. Carrier also agrees that Carrier will not (whether for its own account or the account of any other Person) use, solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any Person who is or was at any time an employee, independent contractor, or agent of Broker, or in any manner induce or attempt to induce any employee, independent contractor, or agent of Broker to terminate his or her employment,

engagement, or relationship with Broker, or at any time interfere with Broker's relationship with any Person, including any Person who was an employee, independent contractor, supplier, agent, or customer at any time of Broker. Carrier also agrees to preserve as "Confidential Matters," all trade secrets, know-how, and information relating to Broker's business, forms, processes, developments, sales and promotional systems, proprietary software, source code, system functionality, freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, other pricing information, and operations, which information may be obtained from tariffs, contracts, freight bills, letters, reports, disclosures, reproductions, books, records, or other contractors, and other sources of any kind resulting from this Agreement. Carrier agrees to regard such Confidential Matters as the sole property of Broker, and shall not publish, disclose, or disseminate the same to others without the written consent of Broker. In the event of any breach or threatened breach by Carrier of the provisions of this Section, Broker shall be entitled to injunctive relief (without posting bond or proving actual damages), including, without limitation, an *ex parte* temporary restraining order, restraining any breach or threatened breach of this Section, including, but not limited to, an injunction restraining Carrier from disclosing, in whole or in part, the list of Broker's customers, employees, and/or independent contractors, and all other Confidential Matters. Nothing hereunder shall be construed as prohibiting Broker from pursuing any remedies available to Broker at law or in equity for such breach, including the recovery of monetary damages from Carrier.

19. Notices. All notices and notifications required or permitted by this Agreement shall be in writing (unless permitted elsewhere in this Agreement to be oral) and shall be deemed to have been fully given (unless otherwise specified in this Agreement) (a) upon delivery if delivered in person or by facsimile or e-mail transmission; (b) on the next business day after being deposited with an overnight delivery company with the express charges prepaid; or (c) on the date indicated on the return receipt, or if there is no such receipt, on the third business day after being deposited in the United States mail with first-class postage prepaid; in each event properly addressed to the other party at the address, e-mail address, or fax number set forth on the signature page hereto. Notice of an address, telephone-number, e-mail, or fax-number change shall be given in writing.

20. Entire Agreement. This Agreement, together with the Confirmations, contains the entire agreement between the parties and cancels and supersedes any prior agreements between the Parties pertaining to the same subject matter hereof. General principles of federal transportation law apply.

21. Governing Rules: The following rules shall apply: (a) cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. §14706), (b) claims will be filed with Carrier by the Shipper, (c) the Shipper is a third party beneficiary of this Agreement, and (d) with the exception of conflict of law rules that might dictate the application of other laws, this Agreement shall be governed by the laws of the State of Idaho. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the state courts sitting in Idaho Falls, Idaho or federal courts sitting in Pocatello, Idaho, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to venue laid therein.

Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

22. No Strict Construction: Each Party has participated fully in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

23. Miscellaneous. This Agreement may not be amended or modified except by a writing signed by the Parties hereto. Headings are for reference only and do not affect the meaning of any paragraph. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors. Carrier shall not assign this Agreement or any rights or obligation hereunder to anyone without the prior written consent of Broker. Broker may assign this Agreement at any time. Carrier shall promptly notify Broker in the event there is a change in control of ownership of Carrier. In the event any provision of this Agreement violates any Legal Requirement, such provision shall be amended to conform thereto without invalidating the remainder of the Agreement. This Agreement may be executed in one or more counterparts and each such counterpart shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of
January 1, 2023.

BROKER:

BBA Systems LLC

By: Brandon Ellis
Brandon Ellis, Manager

Address: P.O. Box 72
Blackfoot, ID 83224
Fax: 208-481-5500
E-mail: accounting@bbasys.com

CARRIER:

By: _____
Name: _____
Title: _____

MC- _____
DOT# _____

Address: _____

Fax: _____
E-mail: _____

The undersigned hereby absolutely, unconditionally, and jointly and severally guarantees the performance of Carrier's obligations under this Agreement. Such guaranty shall be deemed irrevocable and shall terminate only upon the full and complete satisfaction of all of Carrier's obligations under this Agreement.

Signature

Name (typed or printed)

