

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement is made and entered into on the undersigned date, by and between **Hogan Logistics, Inc.** (“Broker”), and the undersigned company hereinafter referred to as “Carrier”).

WHEREAS, Broker is a logistics company engaged in the business of arranging transportation services, and

WHEREAS, Carrier is a motor carrier operating in interstate and/or intrastate commerce pursuant to the requisite licenses and authorities required by the controlling governmental entities.

NOW, THEREFORE, in consideration of the premises and the covenants and promises hereinafter set forth, the parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective on the day and year specified above, and shall remain in effect for one year or until termination by the parties as hereinafter provided. Either party may terminate this Agreement on thirty (30) days written notice to other party. At the end of the contract year, the contract shall continue in effect until one party gives notice of termination. Rights of the parties accrued during the term of this Agreement shall not be affected by the termination hereof.

2. TRANSPORTATION OF FREIGHT

Carrier agrees to receive and transport freight tendered, directly or indirectly, by Broker in a first class and efficient manner in conformity with the requirements of the order. Carrier agrees that shipments shall not be placed on the rail without prior written approval of Broker. In the event Carrier breaches this provision, Broker’s responsibility to pay Carrier for shipment is deemed null and void. Carrier shall not load or transports any other shipper’s cargo in the same trailer with Broker’s cargo without prior written approval of Broker. In the event Carrier breaches this provision, Broker’s responsibility to pay Carrier for shipment is deemed null and void. It is the Carrier’s sole responsibility to confirm that it may lawfully operate a vehicle of any weight or size or with any cargo over any highway, bridge or route. Carrier shall bear the full costs and expenses necessary for the safe operation and maintenance of Carrier’s equipment and employ and properly maintain properly trained and licensed drivers. Carrier shall comply fully with all federal and state safety rules and regulations, including all applicable hazardous materials, rules, and regulations. Carrier represents to Broker that Carrier has, and at all times during the term of this Agreement Carrier shall maintain, a Federal Motor Carrier Safety Administration safety rating of “Satisfactory”. Failure to maintain a “Satisfactory” safety rating shall be grounds for Broker to immediately terminate this Agreement upon notice to Carrier.

3. INDEMNIFICATION

Carrier agrees to defend, indemnify and hold harmless Broker and Broker’s affiliates, agents, and employees and Broker’s customers, shippers, consignees, and consignors, from and against all lawsuits, claims, proceedings, judgments, losses, damages, costs, charges, and

expenses of every type and kind, which any such indemnified person may incur, suffer or sustain or be in any way subjected to, to the extent that they are caused by or result from (1) breach of this Agreement by, (2) performance of transportation services by, or (3) any negligent or willful act or omission of, the Carrier or its affiliates, agents, servants, or employees; *provided*, that Carrier's liability for cargo claims is limited under Section 4, and neither party shall be liable for the other party's consequential damages.

4. LIABILITY AND CLAIMS

Carrier shall procure and maintain, at its own cost and expense, insurance with a reputable and financially responsible insurance carrier or carriers properly insuring Carrier against claims (1) for injuries to person including injuries resulting in death and property damage in a combined single limit of not less than \$1,000,000 per occurrence; and (2) for loss or damage to cargo while in the custody, possession or control of Carrier in an amount of not less than \$100,000 with respect to any occurrence; and any additional insurance as may be required by applicable laws, ordinances or governmental orders, rules and regulations. Carrier shall furnish to Broker on request from time to time written certificates obtained from each insurance carrier showing that such insurance has been procured and is properly maintained, and that the premiums therefor are paid, and specifying the name of the insurance carrier, the policy number or numbers, and the expiration date or dates. Broker and its customers, shippers, consignees and consignors shall be additional insured under such insurance as their interests may appear. In the event of cancellation or material modification of any policy written notice of such cancellation or modification shall be given to Broker at least thirty (30) days prior to such cancellation or modification as to each policy. All cargo transported under this Agreement shall be fully insured to cover any loss based on the vendor invoice charges for such cargo. Carrier shall be liable as set forth in federal and state law, rules and regulations, for the full actual loss, damage, or injury to freight occurring while in the custody, possession or control of Carrier hereunder or resulting from Carrier's performance of or failure to perform the services provided for in this Agreement, including loss or injury suffered from delay, theft, or wrongful acts; *provided*, that Carrier's liability for cargo claims is limited to \$100,000 per occurrence, except as provided in writing as to any particular load, and except for cases of Carrier's willful misconduct. Exclusions from coverage contained in carrier's cargo insurance as required herein shall not affect carrier's liability for freight loss, damage, or, delay. Broker has the right to withhold carrier settlements to offset any charges related to a claim. Carrier will process all Broker claims in a timely fashion in accordance with federal and state laws, rules, and regulations, but in no instance shall any claim reach final disposition later than ninety (90) days after receipt of claim, in written form, by Carrier.

5. TRU (Transport Refrigeration Unit) Compliance

The requirements in the California Air Resources Board's (ARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) affect brokers, freight forwarders, shippers, receivers, motor carriers, and their drivers. Anyone who hires, contracts, and/or transports TRU-equipped trucks on California Highways and Railways must be compliant. These requirements went into effect on January 1, 2013. If carrier, arranges, hires, contracts for, or dispatches reefer-equipped trucks, tractor-trailers, shipping containers, or railcars for

the transport of perishable goods on California highways or railways, it agrees to dispatch only trucks and trailers equipped with TCU's that comply with ARB's TRU ATCM in-use performance standards, and should provide proof of compliance. Any fees, fines or penalties charged to or incurred by Hogan as a result of a carrier, broker, forwarder or agent failing to comply with California's ARB TRU ATCM will be claimed against the carrier, broker, or forwarder in the full amount. Failure of carrier, broker or forwarder to pay such claim may result in Hogan withholding the claimed amount from payment for transportation services.

6. FREIGHT CHARGES AND PAYMENT

Carrier will charge and Broker will pay for transportation services performed under this Agreement, within thirty (30) days, the rates and charges as shown on Broker's load confirmation hereto and any supplements or revisions thereof agreed to in writing. Broker's obligation to pay is dependent and conditioned upon receipt from Carrier of full and proper documentation, including invoices, bills of lading and signed delivery receipts within 7 days of delivery. Carriers are required to report all accessorial charges (lumpers, detention, etc.) via email to Broker within 24 hours of occurrence. Applicable accessorial charges are itemized on Broker load confirmation and will apply unless separate addendum is agreed to in writing prior to pick up. If accessorial charges are not reported within 24 hours, Broker cannot be held liable for reimbursement. This shall constitute Broker's full obligation to pay and Carrier's total right to collect monies for services rendered by Carrier for Broker pursuant to this Agreement. Failure of Broker to pay in a timely fashion as set out hereinabove shall not result in the loss of any agreed to or otherwise applicable discounts. Carrier agrees to look solely to Broker for any payment of charges owned and agrees that its sole recourse in the event of nonpayment shall be against Broker. Broker reserves the right to reduce compensation to Carrier by any commercially reasonable additional costs incurred by Broker when Carrier fails to meet the scheduled pickup or delivery outlined on Broker's load confirmation or when Broker must arrange alternative transportation services to replace services agreed to be provided, but not provided with reasonable dispatch, by Carrier.

7. BILL OF LADING

It is agreed that Broker or its customers, shippers, consignees, or consignors ("Customers") may use their own form of bill of lading, manifest or other form of freight receipt or contract. In the event of a conflict between this Agreement and a provision in any bill of lading, manifest or other form, this Agreement shall govern, and the provisions of this Agreement shall solely determine the applicable rates and charges and the liability for loss and damage.

8. BROKER/CARRIER RELATIONSHIP

The relationship of Carrier to Broker hereunder is solely that of an independent contractor. Carrier shall have exclusive control and direction of the persons operating its equipment or otherwise engaged in such services, and such persons are not employees or agents of Broker or any Customer. Carrier assumes full responsibility for the acts and omissions of such persons and shall have exclusive liability for the payment of local, state and federal payroll taxes on contributions or taxes for unemployment insurance, workmen's compensation, old age pensions, or other social security and related protection with respect to the persons engaged in the performance of such transportation services and agrees to comply with all

applicable rules and regulations pertaining hereto. It is understood and agreed between the parties hereto that this Agreement is a non-exclusive agreement and that Carrier shall be free, subject to Section 10, to accept freight for transportation for shipping entities other than Broker and that Broker shall be free to tender freight, directly or indirectly, for transportation by other than Carrier.

9. NO BROKERAGE OR SUBCONTRACT

Carrier shall not broker or subcontract any load or freight, or delegate to or employ any person other than Carrier or its employees the performance of any transportation services under this Agreement without the prior written consent of Broker in its sole discretion. Customer and/or Broker shall not be held liable for defaulted freight payments on behalf of the Carrier when transportation services are subcontracted without Broker's prior written consent. As compensation for Broker's increased risk, and without limitation of the foregoing prohibition, if Carrier is found to be subcontracting transportation service without Broker's prior written consent, Carrier will be required to remit 30% of transportation revenue per occurrence to Broker.

10. NOTICES

Notices hereunder shall be given by U.S. First-Class Mail, postage prepaid, to the parties at their normal business address. When time is of the essence a facsimile transmission of any document shall have the same effect as an original.

HOGAN LOGISTICS, INC.

**2150 Schuetz Rd
St Louis, MO 63146
Attn: Ben Strickler**

11. TRAFFIC SOLICITATION

During the term of this Agreement and for a period of 12 months after termination or expiration, Carrier shall not solicit or accept traffic from any Customer where (1) the availability of such traffic or such Customer first became known to Carrier as a result of Broker's efforts, or (2) where such traffic or such Customer was first tendered, directly or indirectly, to the Carrier by Broker. Without limitation of the foregoing prohibition, if Carrier breaches this prohibition and obtains traffic from such customer, Broker then is entitled, for a period of 12 months after the involved traffic first begins to so move, to a commission from the Carrier of twenty percent (20%) of the transportation revenue on the movement of the traffic. The provisions of this Section 10 shall survive any termination or expiration of this Agreement. The term "Customer" specifically includes, without limitation, Imperial Sugar. In the event Broker engages legal counsel to enforce this or any other provision of this Agreement, Carrier shall bear all fees and expenses of such counsel if Broker prevails in such claim.

12. CONFIDENTIALITY

Except as required by law, neither party may disclose any portion of this Agreement to any non-party without prior written approval of the other party.

13. ASSIGNMENT

Neither party hereto may assign or transfer this Agreement, in whole or in part, or any interest arising hereunder, without the prior written consent of the other party except that, without such consent, this Agreement may be assigned or transferred by either party hereto (1) its parent corporation or (2) any corporation a majority of whose capital stock is owned by such party or by the controlling persons of such party. Subject to the provisions of this section, this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, legal representative, successors and permitted assigns of the parties.

14. MODIFICATION

This Agreement exclusively and completely states the rights and obligations of the parties hereto with respect to the subject matter here of and supersedes all other agreements, oral or written, with respect to such subject matter and, except as and to the extend expressly provided herein, supersedes all tariffs heretofore or hereafter published or filed by Carrier. No modification of this Agreement and no waiver of any of its terms, conditions, or provisions shall be valid or binding unless in writing duly executed by the authorized representatives of both parties hereto.

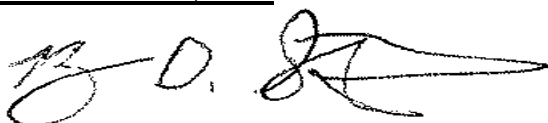
15. GOVERNING LAW

This Agreement shall be governed by the laws of the United States of America and the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized representative as follows:

HOGAN LOGISTICS, INC.

Signed:



Printed Name: Benjamin D. Strickler

Title: Vice President of Logistics

CARRIER

Please sign this Document below: By electronically signing this document below, you acknowledge you have the authority to sign this for your Company and agree to the terms of this agreement. This is an electronic legal signature as defined by the Electronic Signatures Act of 2000.

Electronic Signature Page:

I **Joe GILL**, agree to be legally bound by this electronic signature.

A handwritten signature in blue ink, appearing to read "J. Gill". The signature is stylized with a large initial "J" and a long horizontal stroke.

Signed by: Joe GILL (Title: ceo Email: NKRTRUCKINGINC@GMAIL.COM) on Nov 28, 2016
Company: Nkr Trucking Inc, USDOT#: 2352138
Document Filename: Carrier Contract