

BROKER-CARRIER TRANSPORTATION AGREEMENT

This agreement is made as of the _____ day of _____, 20 _____, at St. Louis, MO by and between _____ (“CARRIER”) and **Trk Tgurgug, Inc.**, (“BROKER”)

A. CARRIER is a motor CARRIER registered with the U. S. Department of Transportation (a copy of which registration is attached as Appendix A) and desires to furnish motor carrier services to BROKER and BROKER'S customers for the transportation of property; and;

B. BROKER, a licensed interstate property broker, desires to use the services of CARRIER for the transportation of property;

CARRIER and BROKER therefore agree:

1. CARRIER is willing and able to perform transportation services for BROKER. CARRIER will comply with all applicable federal, state, and local laws and regulations in providing those services.

2. CARRIER shall furnish suitable vehicles and equipment to transport property to be tendered by BROKER and assume all costs, including permits, tolls and all other expenses and liabilities incident to the transportation.

3. CARRIER agrees to maintain cargo insurance in the minimum amount of \$100,000 to insure CARRIER's liability to BROKER and BROKER's customers for loss or damage to property transported by CARRIER. CARRIER agrees to furnish BROKER a copy of insurance endorsement naming BROKER as an additional insured and attach a copy of the endorsement to this Agreement as Appendix B.

4. CARRIER shall carry all insurance (in a form and with insurers satisfactory to BROKER) required by federal, state, and local laws and regulations.

5. Upon request, CARRIER shall provide BROKER written documentation from CARRIER's insurance company verifying such coverage.

6. CARRIER shall indemnify and hold harmless the BROKER and its customers for all claims (including injury resulting in death) related to CARRIER's transportation services provided for BROKER and its customers.

7. CARRIER and BROKER shall agree in writing to all rates and charges for each load before tender. In rare circumstances, rates may be established or amended orally to meet BROKER'S changing shipping schedules and needs; such rate shall not be effective, however,

until BROKER confirms each such rate in writing to CARRIER. Each rate agreement shall supplement the terms of this Agreement.

8. CARRIER shall issue a written receipt or bill of lading satisfactory to BROKER for all shipments transported under this agreement. The receipt shall show the kind, quantity and condition of cargo received and shall be evidence of receipt of the cargo by CARRIER in apparent good order and condition, unless the cargo is not readily observable (to be noted on the bill of lading or receipt as contents and condition of contents of packages unknown). To the extent any term or condition of such receipt or bill of lading conflicts with any term or conditions of this Agreement, this Agreement shall govern. Within five (5) days after delivery of a shipment, CARRIER shall provide BROKER with a copy of the bill of lading or receipt signed by the consignee as proof of delivery.

8. CARRIER shall promptly bill BROKER for all charges for each shipment and in no event shall BROKER or its customers be required to pay for any shipment or for any service not invoiced with two months of the date of delivery. CARRIER shall deliver to BROKER with its billing the proof of delivery by the CARRIER to the consignee and any other documentation as may be required by BROKER. BROKER shall pay CARRIER within 30 days after receipt of all required documentation.

9. CARRIER acknowledges that BROKER is acting as CARRIER's agent for collecting freight charges. CARRIER waives all rights to collect any charges from BROKER's customers or the consignee, consignor or beneficial owner of the cargo. CARRIER waives and releases any liens or right to withhold any goods of BROKER's customer on account of any dispute with BROKER. CARRIER agrees that its failure to abide by this paragraph will irreparably harm BROKER's reputation and relationship with its customers and that BROKER may obtain injunctive relief if CARRIER violates this paragraph.

10. CARRIER shall not make any sales solicitations or market its services to any shipper, consignee or customer of BROKER if (1) CARRIER's first transportation of cargo for the shipper, consignee, or customer was due to BROKER's efforts, or (2) where the traffic of the shipper, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER solicits sales of its services to the BROKER's shipper, consignees, or customers, and obtains such freight traffic, CARRIER shall pay BROKER, as reasonable liquidated damages, fifteen percent (15%) of the gross freight charges billed by CARRIER for such freight traffic through the term of this Agreement and for fifteen (15) months thereafter.

11. T
The parties waive all rights and remedies under Title 49 of the United States Code and related federal regulations.

12. CARRIER acknowledges that BROKER will represent its customers in matters related to freight loss, damage, or delay. CARRIER shall be liable to BROKER or BROKER's customer or the owner of the property for loss or damage to such property while in the possession of or under the control of CARRIER, as if a common carrier governed by common law.

14. Except as provided below, all claims for loss and damage and any salvage shall be processed as follows:

- a. BROKER shall notify CARRIER within 15 days of delivery, or

intended delivery in the case of loss or missing cargo, of any circumstances that may potentially result in the filing of a claim for cargo loss, delay, or damage against CARRIER.

- b. BROKER shall have ninety (90) days from the date of delivery or intended delivery to file a claim for loss or damage with CARRIER.
- c. CARRIER shall provide BROKER written acknowledgement within fifteen (15) days of the receipt of each claim filed.
- d. CARRIER shall pay, settle, or decline all claims within forty-five (45) days of receipt of each claim.

15. CARRIER agrees not to interline, subcontract, or use other carriers, brokers, or "substituted services" by rail or water carrier, for BROKER's cargo without prior written agreement of BROKER and shall remain fully liable to BROKER and BROKER's customers if cargo is interlined or brokered to other carriers.

16. Overcharge and undercharge claims on shipments shall be filed with the CARRIER no more than ninety (90) days after delivery of the shipment, except those related to clerical or mathematical errors, or inadvertent duplicate or overpayments, be corrected and paid at any time.

17. CARRIER shall act solely as an independent contractor and shall not act as an agent or employee of BROKER.

18. This Agreement is to become effective on the date first written above, and shall remain in effect for one year, and automatically from year to year thereafter. Either party may terminate the Agreement at any time upon not less than thirty (30) days' written notice. Notice shall be sent to:

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CARRIER: **P co g<'**
Cf f t guu<'
Vggr j qpg<'
Hceulo kg<'

19. To the extent not governed by federal laws and regulations, the laws of the State Missouri shall govern the validity, construction and performance of this Agreement and all controversies and claims related to this Agreement. All legal actions or proceedings, including arbitration or mediation, shall be brought in the State Missouri in St. Charles County.

20. CARRIER agrees to preserve its records related to each shipment delivered under this Agreement for 36 months after each such delivery.

ADENDDUM TO BROKER-CARRIER TRANSPORTATION AGREEMENT

BEFORE YOU SIGN RATE CONFIRMATION SHEET READ BELOW

- A. CARRIER agrees to pick up and deliver scheduled load on time. If CARRIER misses the scheduled pick up or delivery appointment time without 2 hours prior notice to BROKER; CARRIER's payment will be reduced by 15%, but not less than \$150.00 USD.
- B. If CARRIER is late for a scheduled appointment they will not be eligible for any detention pay.
- C. CARRIER detention pay starts two hours after scheduled pickup or delivery time. BROKER agrees to a per hour detention rate of \$25.00 USD. BROKER's maximum detention pay will be \$150.00 USD. If detention time exceeds 6 hours CARRIER will receive \$150.00 USD detention pay plus \$150.00 USD truck order not used.
- D. Unloading fees must be approved in advance by Rapid Response, Inc.
- E. Cord Forwarders does not advance – unloading fees will be reimbursed if approved.
- F. Double brokering will not be allowed – will result in forfeiture of pay.
- G. There is a \$50.00 fee if paperwork is not received within 30 days.
- H. Driver must call 888-278-5051 when loaded and unloaded.

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

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

SERVICE DATE
May 20, 2008

DECISION

MC-576334-B
RAPID RESPONSE, INC
ST PETERS, MO

REINSTATEMENT OF AUTHORITY

On April 28, 2008, RAPID RESPONSE, INC, was notified that its broker license was revoked by the Federal Motor Carrier Safety Administration.

RAPID RESPONSE, INC, has now filed a written request for reinstatement of the authority and has submitted evidence of compliance with 49 U.S.C § 13906 and 49 CFR 387.

It is ordered:

The broker license evidenced in Docket No. MC-576334-B is reactivated. The effective date of the reinstatement of this authority is shown below.

Decided: May 20, 2008
By the Federal Motor Carrier Safety Administration

Loretta Bitner, Chief
Commercial Enforcement Division

REI



June 30, 2008

ROY MUELLER
RAPID RESPONSE INC
1480 MID RIVERS INDUSTRIAL DRIVE
ST PETERS, MO 63376

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **RREB** has been assigned to:

RAPID RESPONSE INC
1480 MID RIVERS INDUSTRIAL DRIVE
ST PETERS, MO 63376
MC- 576334
US DOT- 1551707

This Alpha Code will apply only to the company name shown above through June 30, 2009. An invoice 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. If you participate in the Bureau of Customs & Border Protection ACE, AMS, CAFES, FAST or PAPS programs, it is your responsibility to ensure that a copy of this letter is forwarded (email preferred) to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
7681 Boston Blvd., Beauregard 1st Fl Wing A
Springfield, VA 22153
AMS.SCAC@DHS.GOV
Fax 703.650-3650

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, tariffs, etc.

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

FMCSA Motor Carrier

USDOT Number: **1551707**
Docket Number: **MC576334**
Legal Name: **RAPID RESPONSE, INC**
DBA (Doing-Business-As) Name



Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 04/05/2010	
Policy/Surety Number: 84088	Coverage From:	\$0	To: \$10,000 *
Effective Date: 04/22/2010	Cancellation Date:		

Insurance Carrier: NOVA CASUALTY COMPANY
Attn: ALISSA J WOLF
Address: 726 EXCHANGE STREE., STE: 1020
BUFFALO, NY 14210 US
Telephone: (716) 856 - 3722 Fax: (716) 852 - 5590

Form: 84	Type: SURETY	Posted Date: 04/22/2009	
Policy/Surety Number: RLI 630130	Coverage From:	\$0	To: \$10,000 *
Effective Date: 04/22/2009	Cancellation Date: 04/22/2010		

Insurance Carrier: OLD REPUBLIC SURETY COMPANY
Attn:
Address: 445 SOUTH MOORLAND ROAD
BROOKFIELD, WI 53005 US
Telephone: (262) 797 - 2640 Fax: (262) 797 - 9495

Note:

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund).
The carrier may actually have higher levels of coverage.

Note:

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund).
The carrier may actually have higher levels of coverage.

Rejected Insurances:

Form:	Type:		
Policy/Surety Number:	Coverage From:	\$0	To: \$0
Received:	Rejected:		
Rejected Reason:			

FMCSA Motor Carrier

USDOT Number: 1551707

Docket Number: MC576334

Legal Name: RAPID RESPONSE, INC

DBA (Doing-Business-As) Name



Authority History:				
Sub No.	Authority Type	Original Action	Disposition Action	
	PROPERTY BROKER	REINSTATED	05/20/2008	
	PROPERTY BROKER	GRANTED	12/14/2006	REVOKED 04/28/2008
	MOTOR PROPERTY COMMON CARRIER	GRANTED	12/07/2006	
	MOTOR PROPERTY CONTRACT CARRIER	GRANTED	09/29/2006	

Pending Application:				
Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:			
Authority Type	1st Serve Date	2nd Serve Date	Reason
BROKER	03/26/2008	04/28/2008	INVOLUNTARY REVOCATION