

Blue Star Logistics LLC

875 Old Roswell Rd. Ste G300 Roswell, GA 30076

800-666-7200/678-442-1228 fax#888-611-8954

info@bluestarexpressinc.com

MC#181135 FEN#47-2372692 DUNS#11-328-0580

GA Commerce Bank Acct#2249498
3625 Cumberland Blvd.
Atlanta, GA 30339 678-631-1240

JW Surety Bond 215-766-7222
6023-A Kellers Church Road POC-Steve Varga
Pipersville, PA 18947 \$75,000.00

REFERENCES

Buttercup Farms Stephanie/Missy
MC#204364 215-945-6440

Sam Trucking Robert Swift
MC#892152 334-740-3022

Roman Trucking Doyle Sapp
MC#514698 678-290-5338 678-290-5338 fx

FRM-Flint River Mills Teresa Sellars
MC#514202 229-246-7087

Blue Star



Phone: 800-666-7200

Accounts Payable
ACH Authorization Form
(Direct deposit for vendors and customers)

Fax: 888-611-8954

MC#181135

Complete this form to request direct deposit of vendor or other payments to the bank account you specify below. Please sign the form and fax or email it to the number/address specified at the bottom of the form.

Step One: Payee Information

Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone _____ Email for Remittance _____

Step Two: Bank Information

Bank Name _____
Bank Routing Number _____ (9 digits) Bank Account Number _____

Step Three: Authorization

I authorize BAM Worldwide to deposit funds into the above-named bank account. I understand that it is my responsibility to verify that funds are in my account before I make a withdrawal.

Authorized Signature _____ Date _____

For Office Use Only

Vendor Code _____ Affiliate Code _____

You may send this completed form via fax or email.

Fax 888-611-8954

Email: mark@bluestarexpressinc.com

Email: randi@bluestarexpressinc.com

For assistance, please call Blue Star Express at 800-666-7200.

PM-25
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

LICENSE

MC-181135

BLUE STAR EXPRESS, INC.
Norcross, GA

SERVICE DATE

JUN 17 1985

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

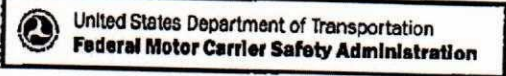
By the Commission.

JAMES H. BAYNE
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

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.



Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

FORM BMC-84

Bond Number: 2463341

Filer FMCSA Account Number: MC#181135

KNOW ALL MEN BY THESE PRESENTS, that we, Blue Star Acquisitions Sub, LLC
(Name of Broker or Freight Forwarder)
of 875 Old Roswell Road
(Street) Roswell Georgia 30076
(City) (State) (Zip)
as PRINCIPAL (hereinafter called Principal), and Great American Insurance Company
(Name of Surety)
a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Ohio
(State) (hereinafter called Surety), are held and firmly bound unto the United States of

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration 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 bond 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 therefore, and

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

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1st day of January, 2015, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this Instrument on the 1st day of January, 2015.

PRINCIPAL

Blue Star Acquisitions Sub, LLC
 COMPANY NAME
 875 Old Roswell Road Roswell
 STREET ADDRESS CITY
 Georgia 30076 404-449-1245
 STATE ZIP CODE TELEPHONE NUMBER

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

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

SURETY

Great American Insurance Company
 COMPANY NAME
 301 E 4th Street Cincinnati
 STREET ADDRESS CITY
 Ohio 45202
 STATE ZIP CODE TELEPHONE NUMBER

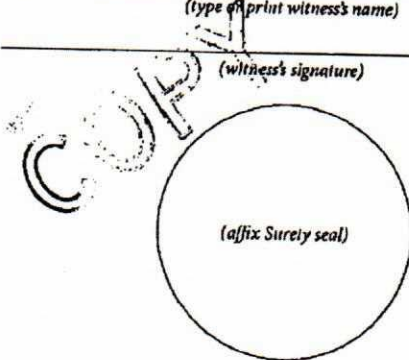
John D. Weisbrot, Attorney-in-Fact

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

(Principal officer's signature)

(type or print witness's name)

(witness's signature)



The number of persons authorized by this power of attorney is not more than **THREE**

POWER OF ATTORNEY

No. 0 20281

KNOW ALL MEN BY THESE PRESENTS: That the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN D. WEISBROT	ALL OF	BOTH
PATRICIA A. TINSMAN	PIPERSVILLE, PENNSYLVANIA	\$1,000,000.
RICKA BREDOW		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s) in-fact named above.
IN WITNESS WHEREOF the **GREAT AMERICAN INSURANCE COMPANY** has caused this presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **26TH** day of **APRIL** 2012
GREAT AMERICAN INSURANCE COMPANY



M. C. B.
 Assistant Secretary

David C. Kitchen
 Divisional Senior Vice President
 DAVID C. KITCHEN (677-877-8405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:
 On this **26TH** day of **APRIL** 2012, before me personally appeared **DAVID C. KITCHEN**, to me known, being duly sworn, depose and say that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Board Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of its office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KATHEN L. GROSHEN
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES 03-20-18

Karen A. Groshen

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company. By unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN G. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **1st** day of **January**, 2015.
 Assistant Secretary



10222 AC (1/11)

BROKER CARRIER AGREEMENT

This Broker Carrier Agreement (this "**Agreement**") is made and effective as of _____, 20__ (the "**Effective Date**") by and between Blue Star Logistics ("**Broker**"), a Registered Property Broker, MC-181135, and _____ ("**Carrier**"), a Registered Motor Carrier, MC- _____. Broker and Carrier may be individually referred to as a "**Party**", and collectively referred to as the "**Parties**." As used herein, "**Registered**" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors, the "**FMCSA**") within the U.S. Department of Transportation.

RECITALS

WHEREAS, Broker is a "broker" as that term is defined as of the Effective Date under 49 U.S.C. § 13102(2), as amended;

WHEREAS, Broker arranges for the transportation of various goods, property, freight or general commodities ("**Freight**") on behalf of shippers and other customers (each, a "**Shipper**" and collectively, "**Shippers**"); and

WHEREAS, Carrier is a duly licensed and authorized "motor carrier," as that term is defined as of the Effective Date under 49 U.S.C. § 13102, as amended, and agrees to transport Freight identified by Broker as requiring transportation services.

NOW THEREFORE, for and in consideration of the mutual provisions, covenants and agreements herein contained, the Parties hereby agree as follows:

1. **Term; Termination.** The term of this Agreement shall be one (1) year, commencing on the Effective Date. This Agreement shall automatically renew itself for consecutive one (1) year terms. This Agreement can be terminated at any time by either of the Parties with thirty (30) days prior written or electronic notice to the other Party, with or without cause; *provided, however*, that Broker shall have the right to immediately terminate this Agreement upon Carrier's breach of any representation, warranty or covenant, or upon the negligence, fraud or willful misconduct of Carrier.
2. **Broker's Obligations.** Broker agrees to arrange for the transportation of Freight with Carrier. Broker warrants that Broker is licensed to arrange for the transportation of Freight, but that it does not transport Freight. Broker will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. The Parties agree that Broker's responsibilities under this Agreement are limited to arranging for the transportation of Freight with Carrier, and not actually performing the transportation services, possessing the freight, or controlling the means or methods of the transportation.
3. **Payment; Rates.** Broker shall pay Carrier for services rendered in an amount equal to the rates and charges (collectively, "**Rate**") as agreed to in rate confirmations (each, a "**Rate Confirmation**") generated by Broker, signed by Carrier, and returned to Broker. Broker shall issue a Rate Confirmation for each load of Freight Carrier transports. The terms of the Parties' Rate Confirmations are incorporated

herein; *provided, however*, that in event of a conflict between the terms of the Rate Confirmation and this Agreement, the terms of this Agreement shall prevail. In the absence of the Carrier's signature on the Rate Confirmation, the Carrier's arrival at origin and/or loading of the Freight at pick-up shall be deemed Carrier's complete acceptance of the terms, conditions, and freight charges stated in the Rate Confirmation. As a condition precedent to payment, Carrier must submit to Broker a proof of delivery and copy of the applicable bill of lading with Carrier's invoice(s). Carrier authorizes Broker to invoice all Shippers and other responsible parties on Carrier's behalf. Carrier represents, agrees and warrants that Carrier will not invoice, contact or pursue any Shipper, consignor or consignee for any Freight related charges and agrees that Carrier is solely limited to collecting such Freight related charges from Broker.

Rate modifications must be made in writing and signed by Broker; *provided, however*, that in the event of an emergency, Rate modifications may be established or amended verbally; *provided, further* that both Carrier and Broker shall promptly confirm such verbal amendment by fax or email.

Broker will pay Carrier's transportation charges within thirty (30) days after Broker's receipt of the applicable Bill of Lading and proof of delivery. No shipment tendered under this Agreement to Carrier shall be subject to rates, fees or accessorial charges set forth in any tariff, circular, or rate schedule maintained by Carrier unless Broker expressly agrees in writing to pay such rates, fees or accessorial charges. Broker may set off against amounts payable to Carrier all present and future indebtedness of Carrier to Broker arising from this Agreement or any other transaction or occurrence.

4. **Carrier's Obligations; Bill of Lading.** Carrier agrees to expeditiously transport and deliver shipments with reasonable dispatch for Broker pursuant to the terms of this Agreement. Carrier shall sign a bill of lading, produced by Shipper or Carrier in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the Freight it receives for transportation under this Agreement. Carrier's acceptance of any shipment, or Carrier's receiving signature on the Bill of Lading, shall be conclusive that the number of pieces shown on the Bill of Lading is correct and that lading is in good condition, unless Carrier expressly notes otherwise in writing on the applicable Bill of Lading at pickup and promptly informs Broker by phone, and fax or email. The parties agree that Broker will not be a party to the bill of lading. If Broker is listed as a party on the Bill of Lading, such listing is for convenience only and shall not change Broker's status as a property broker nor Carrier's status as a motor carrier.

The terms and conditions of the bill of lading shall not operate to alter or modify the terms of this Agreement between Carrier and Broker. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective, null and void. 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.

5. **Representations and Warranties.** Carrier represents, agrees, and warrants that:

a. Carrier is in compliance with and shall maintain compliance with all federal, state, and local laws, rules, regulations, and conditions including, but not limited to: training of drivers, qualification of drivers, transportation of Hazardous Materials, (including the licensing and training of Hazardous Materials qualified drivers, as defined in 49 F.C.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials); security regulations, Part 309.46 as well as any

other regulations relating to Intermodal equipment; 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; and all applicable insurance, financial responsibility and surety laws and regulations including but not limited to workers' compensation; FMCSA regulations, and any applicable state trucking regulations;

b. Carrier does not have a FMCSA "Unsatisfactory" safety rating and will immediately notify Broker in writing if Carrier's safety rating changes;

c. Carrier will remain licensed and authorized by the Department of Transportation to provide interstate transportation services, and warrants that it will maintain all necessary insurance, certificates, permits or licenses required in connection with the performance of transportation services;

d. Carrier waives all claims of lien and right of lien that it may obtain against any Freight that is transported pursuant to this Agreement and shall not withhold any Freight from a Shipper, consignee, consignor or Broker for any reason;

e. Carrier will perform its services hereunder in a good and workmanlike manner in accordance with the highest standards of the trade; and

f. Carrier will notify Broker immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if Carrier 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 (whether by an insurer or surety provider by Carrier, or by any person or entity), suspended, or revoked for any reason.

6. **Carrier's Drivers and Equipment.** Carrier represents and warrants that Carrier will only utilize drivers to transport Freight that are fully trained, experienced, and qualified under state law and federal law including, but not limited to, Part 391 of the FMCSA regulations, to properly and safely transport and handle the Freight transported pursuant to this Agreement. Carrier further agrees that it will maintain adequate internal procedures to evaluate its drivers through pre-employment screenings, drug and alcohol testing, the U.S. DOT Safety Management System, CSA, and any other official resources related to driver fitness, and ensure that its drivers are otherwise qualified under the FMCSA's regulations throughout the duration of this Agreement.

Carrier represents and warrants that at all times during the term of this Agreement, the equipment used by Carrier to transport the Freight shipments shall meet all safety and equipment standards of the FMCSA and of any other federal, state or local authority having jurisdiction. Carrier represents and warrants that Carrier's equipment is in all respects roadworthy, and in a safe and sound condition, free from defect (latent or otherwise). Carrier represents and further warrants that Carrier's equipment will be continually maintained by Carrier, at its sole expense, in such manner so that the equipment will completely satisfy all safety and equipment standards of the FMCSA, any other governmental agency, and any applicable law, rule or regulation.

When using refrigerated trailers, Carrier shall insure that product temperatures are maintained throughout transportation and that all refrigerated trailers are capable of constant temperature control necessary to

transport frozen or perishable products. Carrier shall, at its own cost, provide regular and preventative sanitation and shall maintain the strict cleanliness and sanitation of all its equipment used to transport frozen or perishable products. Carrier shall ensure the safe and sanitary transportation of all shipments tendered hereunder.

Unless, otherwise agreed upon in a writing signed by Broker, Carrier's equipment is being hired by Broker on a "dedicated," "exclusive," or TL (truck load) basis and not an LTL (less than truck load) or "partial" basis. Accordingly, Carrier may not transport a third party's Freight in the same equipment during the same time in which such equipment is transporting Freight tendered by Broker.

7. **Insurance.** Carrier shall maintain insurance with the following minimum limits: general liability \$1,000,000 per occurrence; motor vehicle liability (including hired and non-owned vehicles) \$1,000,000 per occurrence, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000 per occurrence; and workers' compensation with limits required by law. Carrier shall furnish Broker with Certificate(s) of Insurance listing the required coverages and any exceptions or exclusions therefrom, and naming Broker as a certificate holder on all insurance policies referenced in this Section 7 except for Carrier's workers' compensation policy.

8. **Broker-Carrier Relationship.** It is expressly intended by the Parties hereto, and Carrier hereby represents, agrees and warrants, that Carrier is an independent contractor, duly licensed and qualified, having its own established place of business. Carrier and its employees, contractors, agents, sub-haulers and lease drivers are not employees or agents or authorized to act in any respect on behalf of, or bind in any way, Broker. Carrier agrees to pay all contributions, taxes, and other payments or charges required to be paid by an employer in accordance with the provisions of all applicable local, state and federal laws.

9. **California Air Resources Board Compliance.** Carrier acknowledges that when operating in California, Carrier must meet the requirements of the California Air Resources Board ("CARB") amendments to the Transport Refrigeration Units ("TRU") Airborne Toxic Control Measures ("ATCM"). In connection therewith, Carrier warrants that:

a. All TRU equipment furnished or used by Carrier within the state of California is in full compliance with California's TRU ATCM in-use performance requirements, laws, rules, and regulations; and

b. All trailers, including both dry-van and refrigerated equipment Carrier operates and the heavy-duty tractors that haul them within the State of California under this Agreement are in compliance with CARB's Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.

Carrier shall be liable for, and will indemnify, defend, and hold Broker and any Shipper harmless from, any and all penalties, fines, and expenses imposed on Broker and/or Shipper as a result of Carrier's use of non-compliant equipment.

10. **Indemnification.** Carrier shall at all times (both during and after the term of this Agreement) defend, indemnify and hold harmless Broker, its receivers, assigns, affiliates, subsidiaries and divisions, and each of their respective present and future officers, directors, employees, members, shareholders,

agents or independent contractors, and each applicable Shipper (collectively, "**Indemnities**"), from and against any and all losses, damages, fines, penalties, expenses, costs (including reasonable attorney's fees), claims, demands, actions, judgments and liability, suits or proceedings (civil, criminal, administrative or investigative), settlements, or other relief of any kind or nature whatsoever (collectively, a "**Claim**") in connection with, arising from or as a result of: (i) Carrier's performance under this Agreement; (ii) cargo loss and damage, cargo theft, delivery delay, damage to property, and personal injury or death when arising or resulting, directly, or indirectly, from any acts or omissions of Carrier or any of its employees, agents, representatives, principals or contractors; (iii) any misrepresentation or breach of this Agreement, including breach of any representation, covenant or warranty by Carrier; or (iv) claims, demands or suits against Broker which in any way relate to a claim of Broker's liability or culpability for the actions of Carrier, including negligent or improper hiring or retention of the Carrier, its employees (statutory or otherwise) agents, principals, contractors, officers, directors, assigns or anyone acting by or for Carrier.

The obligations of the Parties pursuant to this paragraph shall survive the termination or expiration of this Agreement with respect to any Claims, whether known or unknown, arising prior or subsequent to such termination or expiration.

11. **Carrier's Cargo Liability.** Except as provided herein, Carrier's acceptance of Freight for delivery shall constitute an acknowledgment that the Freight is accepted free from damage. Carrier, and its agents, representatives, employees or contractors shall be fully liable to Broker and Broker's Shippers for any loss, delay, theft or destruction of, or damage to, any and all of the Freight in the custody, care or control of Carrier. Carrier's liability shall be for the full actual value of loss and damage to Freight. 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. Carrier's liability shall not be limited in anyway by limitations or exclusions of coverage in Carrier's required insurance policies, tariffs, circulars or any bill of lading. No shipment moving under this Agreement shall be for a released value.

12. **Carrier Subcontracting Prohibited.** Carrier shall not subcontract or assign any portion of their duties to transport the shipments of Freight contemplated by this Agreement. Should Carrier violate this provision, Carrier agrees to pay any and all charges, costs, and attorneys' fees incurred by Broker as a result, and to indemnify and hold harmless Broker and Broker's Shippers from any and all Freight related charges claimed by Carrier, its contractors or the delivering carrier. In the event Carrier does not pay its contractor for Freight related charges, Broker may pay the contractor directly for such charges without recourse. Carrier, as receiving carrier, expressly agrees that it shall have primary liability, be responsible for, and settle any Freight claims that may arise in connection with a violation of this paragraph.

13. **Non-Solicitation; Confidentiality.** During the term of this Agreement and for one (1) year after termination of this Agreement, Carrier covenants and agrees that Carrier and/or its affiliates, employees, agents or contractors (collectively, "**Affiliates**") shall not directly or indirectly solicit the transportation of Freight or cause the transportation of Freight to be solicited from any of Broker's customers or Shippers for whom Carrier transported Freight pursuant to this Agreement, when such shipments, customers or

Shippers were first introduced to Carrier by Broker. In the event that Carrier or any of its Affiliates violates the foregoing provision and transports Freight for or causes Freight to be transported for such Customer, then Broker shall be entitled, in addition to any other form of relief available to Broker in equity or at law, to receive (i) a commission from Carrier in the amount of twenty percent (20%) of the compensation received by Carrier for such transportation of Freight, and (ii) any costs or reasonable attorneys' fees Broker incurs while trying to enforce this paragraph and collect any money owed hereunder.

14. **Miscellaneous.**

- a. **Assignment; Modifications of Agreement.** Carrier may not assign or transfer any rights under this Agreement, in whole or in part, without the prior written or electronic consent of Broker. Neither Carrier nor Broker may amend or modify the terms of this Agreement without the prior written or electronic consent of the other Party. Notwithstanding anything herein to the contrary, Broker may assign this Agreement in Broker's sole discretion to any affiliate or subsidiary of Broker, or in connection with the sale of substantially all of the assets of Broker, or in the event of a merger by Broker with or into another entity.
- b. **Exclusivity.** 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. **Entire Agreement; Modification and Waiver.** This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way. Notwithstanding the foregoing, the terms and conditions of Broker's Rate Confirmation and Carrier pre-qualification packet are incorporated herein by reference; *provided, however*, in the event of a conflict the terms of this Agreement shall supersede the terms of the Rate Confirmation and Carrier pre-qualification packet. No supplement, modification, waiver or termination of this Agreement or any of the provisions hereof shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- d. **Headings; Counterparts; Successors and Assigns; Severability.** The heading references herein are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives and assigns, whether so expressed or not. The covenants, agreements, representations and warranties of the Parties contained in this Agreement shall survive the execution and delivery hereof. If any provision of this Agreement, or the application of such provision to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and the Parties hereto expressly authorize any court of

competent jurisdiction to modify any such provision in order that such provision shall be enforced by such court to the fullest extent permitted by applicable law.

e. **Choice of Law; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles. The parties agree to submit any disputes, claims, or controversies arising from or related to this Agreement to the exclusive personal jurisdiction and venue of the state or federal courts for Fulton County, Georgia.

IN WITNESS WHEREOF, the parties have caused this Broker Carrier Agreement to be executed on the Effective Date by their fully authorized representatives below.

BROKER:

By: Mark Guido

Name: MARK GUIDO

Its: BLUE STAR LOGISTICS, LLC.

CARRIER:

By: _____

Name: _____

Its: _____