

BOLLER LOGISTICS, LLC

Boller Logistics, LLC

10601-B Huntersville Commons Drive

Huntersville, NC 28078

Phone: 704-883-6959

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Boller Logistics, LLC. And our ever-growing network of quality carriers. In order for us to assist you in getting setup as an approved carrier please complete and return the following information:

1. Insurance Certificate
2. Carrier Safety Questionnaire
3. Carrier Profile
4. Transportation Brokerage Contract
5. W-9 Form including taxpayer identification number. (W8-BEN for Canada)
6. U.S. Motor Carrier Authority / Canadian Authority (If applicable)
7. Hazmat Registration (If Hazmat Certified)

If you have any questions, please call us at 704-883-6959 for agent support. Please return this information by fax to Carrier Development (704) 274-9520.

We appreciate your interest and look forward to working with you!

Sincerely,

Michelle Boller-President



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

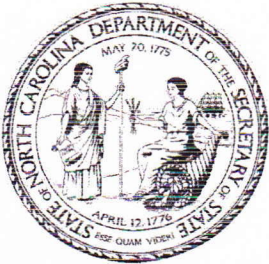
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ADMINISTRATIVE REINSTATEMENT

OF

BOLLER LOGISTICS, LLC

the original of which was filed in this office on the 1st day of May, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 15th day of May, 2013.

Elaine F. Marshall

Secretary of State

Motor Carrier Profile

Company:	Equipment	How many?
MC#	Trucks	
Point of Contact Name:	Dry Van Trailers	
Contact Phone #:	Flatbed Trailers	
Title:	Low Boy Trailers	
	Step Deck Trailers	
Emergency Contact:	Refrigerated Trailers (Reefer)	
Emergency Contact Phone #:	Removable Goose Neck (RGN)	
Title:	Container (20ft)	
	Container (40ft)	
	Liquid Tanker	
Do you transport Hazmat? YES/NO	Dry Bulk	
	Live Bottom	
	Dump Trailers	
	Other:	
	Other:	

Is there anything else we should know about your company, such as specialized trailers, capacities, freight regions, or areas of expertise?

BROKER CARRIER AGREEMENT

This agreement made this ____ day of ____, shall govern the services provided by, ____, a licensed motor carrier pursuant to Docket No. MC# _____ (hereinafter referred to as Carrier) and Boller Logistics, (hereinafter referred to as Broker), a licensed broker of property authorized by the Federal Highway Administration, pursuant to Docket No. MC# 676304.

1. BROKER is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.

1.1 INDEPENDENT CONTRACTOR. Carrier understands and agrees that Carrier is an independent contractor of Broker, and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Transportation Schedule. Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services in a Transportation Schedule, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

2. CARRIER shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation agreement(s) included herewith or subsequently incorporated by reference.

2.1 CARRIER agrees to not solicit any customer of Broker, either directly or indirectly. As liquidated damages, Carrier agrees to pay back a ten percent (10%) commission on all traffic handled by customers first introduced to Carrier by Broker for a period of one (1) year following cancellation of this Agreement.

3. BROKER shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the load rate confirmation sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be thirty (30) days from receipt.

3.1 CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER'S invoices and that, under no circumstance, will CARRIER seek payment from the shipper or consignee.

4. CARRIER warrants to Broker (and its shipper's principals) that it meets the following criteria: (a) Carrier shall maintain cargo insurance in the amount of not less than (\$100,000.00) per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than (\$1,000,000) as required by federal regulation (BMC-91 on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

4.1 Any insurance coverage's required by any government body for the types of transportation and related services specified in a Transportation Schedule. All insurance

required by this Agreement or a Transportation Schedule must be written by an insurance company having a Best's rating of "B+" or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services under all of the Transportation Schedules. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the foregoing insurance. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder on each of the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing coverage. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker, shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies.

5. **GOVERNING RULES.** The following rules shall apply: (a) The terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. Section 370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. Section 14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with Carrier by Shipper; and (f) Broker's customer is third party beneficiary of this Agreement.

6. **SHIPPING DOCUMENT EXECUTION.** Carriers are to be named on the bill of lading as the Carrier of Record. Broker shall be shown as the third party payer of all freight charges.

7. **INDEMNIFICATION.** Carrier agrees to indemnify and hold Broker and its customers harmless from any claims or loss resulting out of any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder.

8. **CARRIER'S CARGO LIABILITY.** Carrier assumes liability as a common carrier for loss, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay Broker, directly or allow Broker, to deduct from the amount Broker, owes Carrier, Customer's full actual loss, or the amount determined by Broker, and Carrier to be Carrier's responsibility. Broker, shall deduct from the amount Broker, otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments made hereunder.

8.1 **SALVAGE CLAIMS.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Brokers reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and overage goods shipped by Carrier under a Transportation Schedule. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the

event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. LAW AND INTEGRATION. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. State law, venue and jurisdiction shall apply in the state of _____.

10. SAVINGS CLAUSE. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in full force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

11. This agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice.

By: _____

Title: _____

Boller Logistics, LLC

By: Middle Boller

Title: President

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

*******AVOID CARGO CLAIMS*******

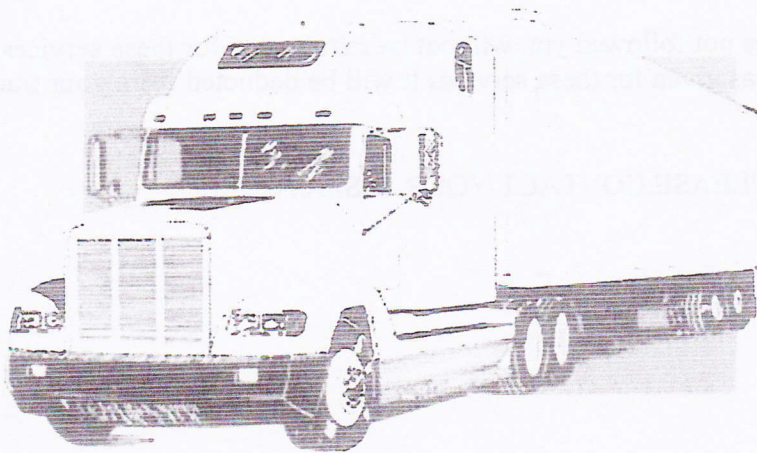
The overwhelming majority of cargo related claims due to temperature abuse occur during the summer months. Following the below steps will help you avoid unnecessary and costly cargo claims.

- **Perform routine maintenance on your reefer units**
- **Check your refrigerant levels**
- **Change the oil in your reefer units**
- **Inspect your belts for worn spots and ensure they are tight**
- **Check your unit temperature on regular intervals and especially before delivering your product**
- **Manually defrost your unit at minimum every 12 hours!**
- **Call your dispatcher every AM and be prepared to discuss your unit temp**
- **Maintain service records on your unit, many insurance policies require documentation before they will honor a claim**

If you are having reefer unit issues, please call your dispatcher immediately!

ATTENTION DRIVERS

You are required to lock and or seal your trailer prior to each delivery. If you have any questions see the warehouse team or speak with your Dispatcher.



*****WARNING*****

Tractor trailer/cargo thefts are at an all time high, and food products are one of the most sought after stolen items. As a Professional Driver you must do everything in your power to not make yourself an easy target. Please follow the below guidelines in order to help prevent the theft of your truck and its cargo:

- Fuel up before loading
- Make sure your dispatcher knows where you are at any given time
- Do not discuss your route or your cargo with anyone
- Be aware of anyone following you, asking you questions about your cargo, or hanging around your truck
- Get out of town immediately following your last pick up
- Proceed to a predetermined "safe" location and call your dispatcher
- Stay only at well-lit, populated truck stops
- Avoid deserted parking lots
- DO NOT GO HOME (most recent thefts have been from the driver's home)
- Never park in an unsecured location
- Stay alert, use your locks, and call your dispatcher on a regular basis

Do not allow yourself to be a victim! Remain alert of your surroundings. Keep in mind, most cargo insurance policies will not cover a dropped trailer or un-attended vehicles! Anytime you leave your vehicle it must be in a secured location.

There has to be a lumper receipt turned in and attached to the bill of lading with the following:

1. The receipt must have the shippers name, order number or PO# and also case count.
2. Also it must have the Consignee's name and address.
3. The date this service was provided.
4. The trucking company's name
5. The lumping service name or the person name with the federal ID number or the social security number.
6. The amount for the service.
7. This has to be legible

ONLY A VALID RECEIPT IS ACCETABLE
NO HAND WRITTEN RECEIPTS ALLOWED!!!
NO EXCEPTIONS

IF these guidelines are not followed you will not be reimbursed for these services, and if a com-check was given for these services it will be deducted from your truck pay.

ANY QUESTIONS PLEASE CONTACT YOUR DISPATCHER.

Thank you

M.A.D

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Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Boller Logistics, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

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

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

☐ Exempt payee

☐ Other (see instructions) ▶

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

10601B Huntersville Commons Dr

City, state, and ZIP code

Huntersville, NC 28078

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

6	1	-	1	5	9	8	6	6	2
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Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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Sign
Here

Signature of
U.S. person ▶

Date ▶

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- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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